

COMPLIANCE OR NONCOMPLIANCE WITH A CERTIFICATE OF TITLE STATUTE ARE GOVERNED BY THE LAW (INCLUDING THE CONFLICT OF LAWS RULES) OF THE JURISDICTION ISSUING THE CERTIFICATE UNTIL THE EARLIER OF (A) SURRENDER OF THE CERTIFICATE OR (B) 4 MONTHS AFTER THE GOODS ARE REMOVED FROM THAT JURISDICTION AND THEREAFTER UNTIL A NEW CERTIFICATE OF TITLE IS ISSUED BY ANOTHER JURISDICTION.

2A-106. LIMITATION ON POWER OF PARTIES TO CONSUMER LEASE TO CHOOSE APPLICABLE LAW AND JUDICIAL FORUM

(1) IF THE LAW CHOSEN BY THE PARTIES TO A CONSUMER LEASE IS THAT OF A JURISDICTION OTHER THAN A JURISDICTION: (A) IN WHICH THE LESSEE RESIDES AT THE TIME THE LEASE AGREEMENT BECOMES ENFORCEABLE OR WITHIN 30 DAYS THEREAFTER; (B) IN WHICH THE GOODS ARE TO BE USED; OR (C) IF THE GOODS ARE TO BE USED IN MORE THAN ONE JURISDICTION, NONE OF WHICH IS THE RESIDENCE OF THE LESSEE, IN WHICH THE LEASE IS EXECUTED BY THE LESSEE, THE CHOICE IS NOT ENFORCEABLE.

(2) IF THE JUDICIAL FORUM CHOSEN BY THE PARTIES TO A CONSUMER LEASE IS A FORUM THAT WOULD NOT OTHERWISE HAVE JURISDICTION OVER THE LESSEE, THE CHOICE IS NOT ENFORCEABLE.

2A-107. WAIVER OR RENUNCIATION OF CLAIM OR RIGHT AFTER DEFAULT

ANY CLAIM OR RIGHT ARISING OUT OF AN ALLEGED DEFAULT OR BREACH OF WARRANTY MAY BE DISCHARGED IN WHOLE OR IN PART WITHOUT CONSIDERATION BY A WRITTEN WAIVER OR RENUNCIATION SIGNED AND DELIVERED BY THE AGGRIEVED PARTY.

2A-108. UNCONSCIONABILITY

(1) IF THE COURT AS A MATTER OF LAW FINDS A LEASE CONTRACT OR ANY CLAUSE OF A LEASE CONTRACT TO HAVE BEEN UNCONSCIONABLE AT THE TIME IT WAS MADE, THE COURT MAY REFUSE TO ENFORCE THE LEASE CONTRACT, OR IT MAY ENFORCE THE REMAINDER OF THE LEASE CONTRACT WITHOUT THE UNCONSCIONABLE CLAUSE, OR IT MAY SO LIMIT THE APPLICATION OF ANY UNCONSCIONABLE CLAUSE AS TO AVOID ANY UNCONSCIONABLE RESULT.

(2) WITH RESPECT TO A CONSUMER LEASE, IF THE COURT AS A MATTER OF LAW FINDS THAT A LEASE CONTRACT OR ANY CLAUSE OF A LEASE CONTRACT HAS BEEN INDUCED BY UNCONSCIONABLE CONDUCT OR THAT UNCONSCIONABLE CONDUCT HAS OCCURRED IN THE COLLECTION OF A CLAIM ARISING FROM A LEASE CONTRACT, THE COURT MAY GRANT APPROPRIATE RELIEF.

(3) BEFORE MAKING A FINDING OF UNCONSCIONABILITY UNDER SUBSECTION (1) OR (2), THE COURT, ON ITS OWN MOTION OR THAT OF A PARTY, SHALL AFFORD THE PARTIES A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE AS TO THE SETTING, PURPOSE, AND EFFECT OF THE LEASE CONTRACT OR CLAUSE THEREOF, OR OF THE CONDUCT.

(4) IN AN ACTION IN WHICH THE LESSEE CLAIMS UNCONSCIONABILITY WITH RESPECT TO A CONSUMER LEASE: