

(4) A LEASE CONTRACT THAT DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (1), BUT WHICH IS VALID IN OTHER RESPECTS, IS ENFORCEABLE:

(A) IF THE GOODS ARE TO BE SPECIALLY MANUFACTURED OR OBTAINED FOR THE LESSEE AND ARE NOT SUITABLE FOR LEASE OR SALE TO OTHERS IN THE ORDINARY COURSE OF THE LESSOR'S BUSINESS, AND THE LESSOR, BEFORE NOTICE OF REPUDIATION IS RECEIVED AND UNDER CIRCUMSTANCES THAT REASONABLY INDICATE THAT THE GOODS ARE FOR THE LESSEE, HAS MADE EITHER A SUBSTANTIAL BEGINNING OF THEIR MANUFACTURE OR COMMITMENTS FOR THEIR PROCUREMENT;

(B) IF THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT ADMITS IN THAT PARTY'S PLEADING, TESTIMONY OR OTHERWISE IN COURT THAT A LEASE CONTRACT WAS MADE, BUT THE LEASE CONTRACT IS NOT ENFORCEABLE UNDER THIS PROVISION BEYOND THE QUANTITY OF GOODS ADMITTED;

(C) WITH RESPECT TO GOODS THAT HAVE BEEN RECEIVED AND ACCEPTED BY THE LESSEE.

(5) THE LEASE TERM UNDER A LEASE CONTRACT REFERRED TO IN SUBSECTION (4):

(A) IF THERE IS A WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT OR BY THAT PARTY'S AUTHORIZED AGENT SPECIFYING THE LEASE TERM, IS THE TERM SO SPECIFIED;

(B) IF THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT ADMITS IN THAT PARTY'S PLEADING, TESTIMONY, OR OTHERWISE IN COURT A LEASE TERM, IS THE TERM SO ADMITTED;

(C) IS A REASONABLE LEASE TERM.

2A-202. FINAL WRITTEN EXPRESSION: PAROL OR EXTRINSIC EVIDENCE

TERMS WITH RESPECT TO WHICH THE CONFIRMATORY MEMORANDA OF THE PARTIES AGREE OR WHICH ARE OTHERWISE SET FORTH IN A WRITING INTENDED BY THE PARTIES AS A FINAL EXPRESSION OF THEIR AGREEMENT WITH RESPECT TO SUCH TERMS AS ARE INCLUDED THEREIN MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BUT MAY BE EXPLAINED OR SUPPLEMENTED:

(A) BY COURSE OF DEALING OR USAGE OF TRADE OR BY COURSE OF PERFORMANCE; AND

(B) BY EVIDENCE OF CONSISTENT ADDITIONAL TERMS UNLESS THE COURT FINDS THE WRITING TO HAVE BEEN INTENDED ALSO AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.

2A-203. SEALS INOPERATIVE