

OTHER; BUT IF THAT CONSTRUCTION IS UNREASONABLE, EXPRESS TERMS CONTROL COURSE OF PERFORMANCE, COURSE OF PERFORMANCE CONTROLS BOTH COURSE OF DEALING AND USAGE OF TRADE, AND COURSE OF DEALING CONTROLS USAGE OF TRADE.

(3) SUBJECT TO THE PROVISIONS OF § 2A-208 ON MODIFICATION AND WAIVER, COURSE OF PERFORMANCE IS RELEVANT TO SHOW A WAIVER OR MODIFICATION OF ANY TERM INCONSISTENT WITH THE COURSE OF PERFORMANCE.

2A-208. MODIFICATION, RESCISSION AND WAIVER

(1) AN AGREEMENT MODIFYING A LEASE CONTRACT NEEDS NO CONSIDERATION TO BE BINDING.

(2) A SIGNED LEASE AGREEMENT THAT EXCLUDES MODIFICATION OR RESCISSION EXCEPT BY A SIGNED WRITING MAY NOT BE OTHERWISE MODIFIED OR RESCINDED, BUT, IN A CONSUMER LEASE SUCH A REQUIREMENT ON A FORM SUPPLIED BY A LESSOR MUST BE CONSPICUOUS.

(3) ALTHOUGH AN ATTEMPT AT MODIFICATION OR RESCISSION DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (2), IT MAY OPERATE AS A WAIVER.

(4) A PARTY WHO HAS MADE A WAIVER AFFECTING AN EXECUTORY PORTION OF A LEASE CONTRACT MAY RETRACT THE WAIVER BY REASONABLE NOTIFICATION RECEIVED BY THE OTHER PARTY THAT STRICT PERFORMANCE WILL BE REQUIRED OF ANY TERM WAIVED, UNLESS THE RETRACTION WOULD BE UNJUST IN VIEW OF A MATERIAL CHANGE OF POSITION AND RELIANCE ON THE WAIVER.

2A-209. LESSEE UNDER FINANCE LEASE AS BENEFICIARY OF SUPPLY CONTRACT

(1) THE BENEFIT OF A SUPPLIER'S PROMISES TO THE LESSOR UNDER THE SUPPLY CONTRACT AND OF ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF ANY THIRD PARTY PROVIDED IN CONNECTION WITH OR AS PART OF THE SUPPLY CONTRACT, EXTENDS TO THE LESSEE TO THE EXTENT OF THE LESSEE'S LEASEHOLD INTEREST UNDER A FINANCE LEASE RELATED TO THE SUPPLY CONTRACT, BUT IS SUBJECT TO THE TERMS OF THE WARRANTY AND OF THE SUPPLY CONTRACT AND ALL DEFENSES OR CLAIMS ARISING THEREFROM.

(2) THE EXTENSION OF THE BENEFIT OF A SUPPLIER'S PROMISES AND OF WARRANTIES TO THE LESSEE (§ 2A-209(1)) DOES NOT: (I) MODIFY THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE SUPPLY CONTRACT, WHETHER ARISING THEREFROM OR OTHERWISE, OR (II) IMPOSE ANY DUTY OR LIABILITY UNDER THE SUPPLY CONTRACT ON THE LESSEE.

(3) ANY MODIFICATION OR RESCISSION OF THE SUPPLY CONTRACT BY THE SUPPLIER AND THE LESSOR IS EFFECTIVE BETWEEN THE SUPPLIER AND THE LESSEE UNLESS, BEFORE THE MODIFICATION OR RESCISSION, THE SUPPLIER HAS RECEIVED NOTICE THAT THE LESSEE HAS ENTERED INTO A FINANCE LEASE RELATED TO THE SUPPLY CONTRACT. IF THE MODIFICATION OR RESCISSION IS EFFECTIVE BETWEEN THE SUPPLIER AND THE LESSEE, THE LESSOR IS DEEMED TO HAVE ASSUMED, IN ADDITION TO THE OBLIGATIONS OF THE LESSOR TO THE LESSEE UNDER THE LEASE CONTRACT, PROMISES OF THE SUPPLIER TO THE LESSOR AND WARRANTIES THAT