

WERE SO MODIFIED OR RESCINDED AS THEY EXISTED AND WERE AVAILABLE TO THE LESSEE BEFORE MODIFICATION OR RESCISSION.

(4) IN ADDITION TO THE EXTENSION OF THE BENEFIT OF THE SUPPLIER'S PROMISES AND OF WARRANTIES TO THE LESSEE UNDER SUBSECTION (1), THE LESSEE RETAINS ALL RIGHTS THAT THE LESSEE MAY HAVE AGAINST THE SUPPLIER WHICH ARISE FROM AN AGREEMENT BETWEEN THE LESSEE AND THE SUPPLIER OR UNDER OTHER LAW.

2A-210. EXPRESS WARRANTIES

(1) EXPRESS WARRANTIES BY THE LESSOR ARE CREATED AS FOLLOWS:

(A) ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE LESSOR TO THE LESSEE WHICH RELATES TO THE GOODS AND BECOMES PART OF THE BASIS OF THE BARGAIN CREATES AN EXPRESS WARRANTY THAT THE GOODS WILL CONFORM TO THE AFFIRMATION OR PROMISE.

(B) ANY DESCRIPTION OF THE GOODS, WHICH IS MADE PART OF THE BASIS OF THE BARGAIN CREATES AN EXPRESS WARRANTY THAT THE GOODS WILL CONFORM TO THE DESCRIPTION.

(C) ANY SAMPLE OR MODEL THAT IS MADE PART OF THE BASIS OF THE BARGAIN CREATES AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS WILL CONFORM TO THE SAMPLE OR MODEL.

(2) IT IS NOT NECESSARY TO THE CREATION OF AN EXPRESS WARRANTY THAT THE LESSOR USE FORMAL WORDS, SUCH AS "WARRANT" OR "GUARANTEE," OR THAT THE LESSOR HAVE A SPECIFIC INTENTION TO MAKE A WARRANTY, BUT AN AFFIRMATION MERELY OF THE VALUE OF THE GOODS OR A STATEMENT PURPORTING TO BE MERELY THE LESSOR'S OPINION OR COMMENDATION OF THE GOODS DOES NOT CREATE A WARRANTY.

2A-211. WARRANTIES AGAINST INTERFERENCE AND AGAINST INFRINGEMENT; LESSEE'S OBLIGATION AGAINST INFRINGEMENT

(1) THERE IS IN A LEASE CONTRACT A WARRANTY THAT FOR THE LEASE TERM NO PERSON HOLDS A CLAIM TO OR INTEREST IN THE GOODS THAT AROSE FROM AN ACT OR OMISSION OF THE LESSOR OTHER THAN A CLAIM BY WAY OF INFRINGEMENT OR THE LIKE, WHICH WILL INTERFERE WITH THE LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST.

(2) EXCEPT IN A FINANCE LEASE, THERE IS IN A LEASE CONTRACT BY A LESSOR WHO IS A MERCHANT REGULARLY DEALING IN GOODS OF THE KIND A WARRANTY THAT THE GOODS ARE DELIVERED FREE OF THE RIGHTFUL CLAIM OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE.

(3) A LESSEE WHO FURNISHES SPECIFICATIONS TO A LESSOR OR A SUPPLIER SHALL HOLD THE LESSOR AND THE SUPPLIER HARMLESS AGAINST ANY CLAIM BY WAY OF INFRINGEMENT OR THE LIKE THAT ARISES OUT OF COMPLIANCE WITH THE SPECIFICATIONS.