

(B) IN THE ABSENCE OF THOSE TERMS, 20 PERCENT OF THE THEN PRESENT VALUE OF THE TOTAL RENT THE LESSEE WAS OBLIGATED TO PAY FOR THE BALANCE OF THE LEASE TERM, OR, IN THE CASE OF A CONSUMER LEASE, THE LESSER OF SUCH AMOUNT OR \$500.

(4) A LESSEE'S RIGHT TO RESTITUTION UNDER SUBSECTION (3) IS SUBJECT TO OFFSET TO THE EXTENT THE LESSOR ESTABLISHES:

(A) A RIGHT TO RECOVER DAMAGES UNDER THE PROVISIONS OF THIS ARTICLE OTHER THAN SUBSECTION (1); AND

(B) THE AMOUNT OR VALUE OF ANY BENEFITS RECEIVED BY THE LESSEE DIRECTLY OR INDIRECTLY BY REASON OF THE LEASE CONTRACT.

2A-505. CANCELLATION AND TERMINATION AND EFFECT OF CANCELLATION, TERMINATION, RESCISSION, OR FRAUD ON RIGHTS AND REMEDIES

(1) ON CANCELLATION OF THE LEASE CONTRACT, ALL OBLIGATIONS THAT ARE STILL EXECUTORY ON BOTH SIDES ARE DISCHARGED, BUT ANY RIGHT BASED ON PRIOR DEFAULT OR PERFORMANCE SURVIVES, AND THE CANCELLING PARTY ALSO RETAINS ANY REMEDY FOR DEFAULT OF THE WHOLE LEASE CONTRACT OR ANY UNPERFORMED BALANCE.

(2) ON TERMINATION OF THE LEASE CONTRACT, ALL OBLIGATIONS THAT ARE STILL EXECUTORY ON BOTH SIDES ARE DISCHARGED BUT ANY RIGHT BASED ON PRIOR DEFAULT OR PERFORMANCE SURVIVES.

(3) UNLESS THE CONTRARY INTENTION CLEARLY APPEARS, EXPRESSIONS OF "CANCELLATION," "RESCISSION," OR THE LIKE OF THE LEASE CONTRACT MAY NOT BE CONSTRUED AS A RENUNCIATION OR DISCHARGE OF ANY CLAIM IN DAMAGES FOR AN ANTECEDENT DEFAULT.

(4) RIGHTS AND REMEDIES FOR MATERIAL MISREPRESENTATION OR FRAUD INCLUDE ALL RIGHTS AND REMEDIES AVAILABLE UNDER THIS ARTICLE FOR DEFAULT.

(5) NEITHER RESCISSION NOR A CLAIM FOR RESCISSION OF THE LEASE CONTRACT NOR REJECTION OR RETURN OF THE GOODS MAY BAR OR BE DEEMED INCONSISTENT WITH A CLAIM FOR DAMAGES OR OTHER RIGHT OR REMEDY.

2A-506. STATUTE OF LIMITATIONS

(1) AN ACTION FOR DEFAULT UNDER A LEASE CONTRACT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE COMMENCED WITHIN 4 YEARS AFTER THE CAUSE OF ACTION ACCRUED.

(2) A CAUSE OF ACTION FOR DEFAULT ACCRUES WHEN THE ACT OR OMISSION ON WHICH THE DEFAULT OR BREACH OF WARRANTY IS BASED IS OR SHOULD HAVE BEEN DISCOVERED BY THE AGGRIEVED PARTY, OR WHEN THE