

(1) IN REJECTING GOODS, A LESSEE'S FAILURE TO STATE A PARTICULAR DEFECT THAT IS ASCERTAINABLE BY REASONABLE INSPECTION PRECLUDES THE LESSEE FROM RELYING ON THE DEFECT TO JUSTIFY REJECTION OR TO ESTABLISH DEFAULT:

(A) IF, STATED SEASONABLY, THE LESSOR OR THE SUPPLIER COULD HAVE CURED IT (§ 2A-513); OR

(B) BETWEEN MERCHANTS IF THE LESSOR OR THE SUPPLIER AFTER REJECTION HAS MADE A REQUEST IN WRITING FOR A FULL AND FINAL WRITTEN STATEMENT OF ALL DEFECTS ON WHICH THE LESSEE PROPOSES TO RELY.

(2) A LESSEE'S FAILURE TO RESERVE RIGHTS WHEN PAYING RENT OR OTHER CONSIDERATION AGAINST DOCUMENTS PRECLUDES RECOVERY OF THE PAYMENT FOR DEFECTS APPARENT ON THE FACE OF THE DOCUMENTS.

2A-515. ACCEPTANCE OF GOODS

(1) ACCEPTANCE OF GOODS OCCURS AFTER THE LESSEE HAS HAD A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AND:

(A) THE LESSEE SIGNIFIES OR ACTS WITH RESPECT TO THE GOODS IN A MANNER THAT SIGNIFIES TO THE LESSOR OR THE SUPPLIER THAT THE GOODS ARE CONFORMING OR THAT THE LESSEE WILL TAKE OR RETAIN THEM IN SPITE OF THEIR NONCONFORMITY; OR

(B) THE LESSEE FAILS TO MAKE AN EFFECTIVE REJECTION OF THE GOODS (§ 2A-509(2)).

(2) ACCEPTANCE OF A PART OF ANY COMMERCIAL UNIT IS ACCEPTANCE OF THAT ENTIRE UNIT.

2A-516. EFFECT OF ACCEPTANCE OF GOODS; NOTICE OF DEFAULT; BURDEN OF ESTABLISHING DEFAULT AFTER ACCEPTANCE; NOTICE OF CLAIM OR LITIGATION TO PERSON ANSWERABLE OVER

(1) A LESSEE MUST PAY RENT FOR ANY GOODS ACCEPTED IN ACCORDANCE WITH THE LEASE CONTRACT, WITH DUE ALLOWANCE FOR GOODS RIGHTFULLY REJECTED OR NOT DELIVERED.

(2) A LESSEE'S ACCEPTANCE OF GOODS PRECLUDES REJECTION OF THE GOODS ACCEPTED. IN THE CASE OF A FINANCE LEASE, OTHER THAN A CONSUMER LEASE IN WHICH THE SUPPLIER ASSISTED IN THE PREPARATION OF THE LEASE CONTRACT OR PARTICIPATED IN NEGOTIATING THE TERMS OF THE LEASE CONTRACT WITH THE LESSOR, IF MADE WITH KNOWLEDGE OF A NONCONFORMITY, ACCEPTANCE CANNOT BE REVOKED BECAUSE OF IT. IN ANY OTHER CASE, IF MADE WITH KNOWLEDGE OF A NONCONFORMITY, ACCEPTANCE CANNOT BE REVOKED BECAUSE OF IT UNLESS THE ACCEPTANCE WAS ON THE REASONABLE ASSUMPTION THAT THE NONCONFORMITY WOULD BE SEASONABLY CURED. ACCEPTANCE DOES NOT OF ITSELF IMPAIR ANY OTHER REMEDY PROVIDED BY THIS ARTICLE OR THE LEASE AGREEMENT FOR NONCONFORMITY.