

(3) IF A TENDER HAS BEEN ACCEPTED:

(A) WITHIN A REASONABLE TIME AFTER THE LESSEE DISCOVERS OR SHOULD HAVE DISCOVERED ANY DEFAULT, THE LESSEE SHALL NOTIFY THE LESSOR AND THE SUPPLIER, IF ANY, OR BE BARRED FROM ANY REMEDY AGAINST THE PARTY NOT NOTIFIED;

(B) EXCEPT IN THE CASE OF A CONSUMER LEASE, WITHIN A REASONABLE TIME AFTER THE LESSEE RECEIVES NOTICE OF LITIGATION FOR INFRINGEMENT OR THE LIKE (§ 2A-211) THE LESSEE SHALL NOTIFY THE LESSOR OR BE BARRED FROM ANY REMEDY OVER FOR LIABILITY ESTABLISHED BY THE LITIGATION; AND

(C) THE BURDEN IS ON THE LESSEE TO ESTABLISH ANY DEFAULT.

(4) IF A LESSEE IS SUED FOR BREACH OF A WARRANTY OR OTHER OBLIGATION FOR WHICH A LESSOR OR A SUPPLIER IS ANSWERABLE OVER, THE FOLLOWING APPLY:

(A) THE LESSEE MAY GIVE THE LESSOR OR THE SUPPLIER, OR BOTH, WRITTEN NOTICE OF THE LITIGATION. IF THE NOTICE STATES THAT THE PERSON NOTIFIED MAY COME IN AND DEFEND AND THAT IF THE PERSON NOTIFIED DOES NOT DO SO THAT PERSON WILL BE BOUND IN ANY ACTION AGAINST THAT PERSON BY THE LESSEE BY ANY DETERMINATION OF FACT COMMON TO THE TWO LITIGATIONS, THEN, UNLESS THE PERSON NOTIFIED AFTER SEASONABLE RECEIPT OF THE NOTICE DOES COME IN AND DEFEND, THAT PERSON IS SO BOUND.

(B) THE LESSOR OR THE SUPPLIER MAY DEMAND IN WRITING THAT THE LESSEE TURN OVER CONTROL OF THE LITIGATION INCLUDING SETTLEMENT IF THE CLAIM IS ONE FOR INFRINGEMENT OR THE LIKE (§ 2A-211) OR ELSE BE BARRED FROM ANY REMEDY OVER. IF THE DEMAND STATES THAT THE LESSOR OR THE SUPPLIER AGREES TO BEAR ALL EXPENSE AND TO SATISFY ANY ADVERSE JUDGMENT, THEN UNLESS THE LESSEE AFTER SEASONABLE RECEIPT OF THE DEMAND DOES TURN OVER CONTROL, THE LESSEE IS SO BARRED.

(5) SUBSECTIONS (3) AND (4) APPLY TO ANY OBLIGATION OF A LESSEE TO HOLD THE LESSOR OR THE SUPPLIER HARMLESS AGAINST INFRINGEMENT OR THE LIKE (§ 2A-211).

(6) SUBSECTION (3) SHALL NOT APPLY TO A CONSUMER LEASE.

2A-517. REVOCATION OF ACCEPTANCE OF GOODS

(1) A LESSEE MAY REVOKE ACCEPTANCE OF A LOT OR COMMERCIAL UNIT WHOSE NONCONFORMITY SUBSTANTIALLY IMPAIRS ITS VALUE TO THE LESSEE IF THE LESSEE HAS ACCEPTED IT:

(A) EXCEPT IN THE CASE OF A FINANCE LEASE, ON THE REASONABLE ASSUMPTION THAT ITS NONCONFORMITY WOULD BE CURED AND IT HAS NOT BEEN SEASONABLY CURED; OR