

(A) ANY LOSS RESULTING FROM GENERAL OR PARTICULAR REQUIREMENTS AND NEEDS OF WHICH THE LESSOR AT THE TIME OF CONTRACTING HAD REASON TO KNOW AND WHICH COULD NOT REASONABLY BE PREVENTED BY COVER OR OTHERWISE; AND

(B) INJURY TO PERSON OR PROPERTY PROXIMATELY RESULTING FROM ANY BREACH OF WARRANTY.

2A-521. LESSEE'S RIGHT TO SPECIFIC PERFORMANCE OR REPLEVIN

(1) SPECIFIC PERFORMANCE MAY BE DECREED IF THE GOODS ARE UNIQUE OR IN OTHER PROPER CIRCUMSTANCES.

(2) A DECREE FOR SPECIFIC PERFORMANCE MAY INCLUDE ANY TERMS AND CONDITIONS AS TO PAYMENT OF THE RENT, DAMAGES, OR OTHER RELIEF THAT THE COURT DEEMS JUST.

(3) A LESSEE HAS A RIGHT OF REPLEVIN, DETINUE, SEQUESTRATION, CLAIM AND DELIVERY, OR THE LIKE FOR GOODS IDENTIFIED TO THE LEASE CONTRACT IF AFTER REASONABLE EFFORT THE LESSEE IS UNABLE TO EFFECT COVER FOR THOSE GOODS OR THE CIRCUMSTANCES REASONABLY INDICATE THAT THE EFFORT WILL BE UNAVALING.

2A-522. LESSEE'S RIGHT TO GOODS ON LESSOR'S INSOLVENCY

(1) SUBJECT TO SUBSECTION (2) AND EVEN THOUGH THE GOODS HAVE NOT BEEN SHIPPED, A LESSEE WHO HAS PAID A PART OR ALL OF THE RENT AND SECURITY FOR GOODS IDENTIFIED TO A LEASE CONTRACT (§ 2A-217) ON MAKING AND KEEPING GOOD A TENDER OF ANY UNPAID PORTION OF THE RENT AND SECURITY DUE UNDER THE LEASE CONTRACT MAY RECOVER THE GOODS IDENTIFIED FROM THE LESSOR IF THE LESSOR BECOMES INSOLVENT WITHIN 10 DAYS AFTER RECEIPT OF THE FIRST INSTALLMENT OF RENT AND SECURITY.

(2) A LESSEE ACQUIRES THE RIGHT TO RECOVER GOODS IDENTIFIED TO A LEASE CONTRACT ONLY IF THEY CONFORM TO THE LEASE CONTRACT.

PART III. DEFAULT BY LESSEE

2A-523. LESSOR'S REMEDIES

(1) IF A LESSEE WRONGFULLY REJECTS OR REVOKES ACCEPTANCE OF GOODS OR FAILS TO MAKE A PAYMENT WHEN DUE OR REPUDIATES WITH RESPECT TO A PART OR THE WHOLE, THEN, WITH RESPECT TO ANY GOODS INVOLVED, AND WITH RESPECT TO ALL OF THE GOODS IF UNDER AN INSTALLMENT LEASE CONTRACT THE VALUE OF THE WHOLE LEASE CONTRACT IS SUBSTANTIALLY IMPAIRED (§ 2A-510), THE LESSEE IS IN DEFAULT UNDER THE LEASE CONTRACT AND THE LESSOR MAY:

(A) CANCEL THE LEASE CONTRACT (§ 2A-505(1));

(B) PROCEED RESPECTING GOODS NOT IDENTIFIED TO THE LEASE CONTRACT (§ 2A-524);