

(3) THE LESSOR MAY DISPOSE OF THE GOODS AT ANY TIME BEFORE COLLECTION OF THE JUDGMENT FOR DAMAGES OBTAINED PURSUANT TO SUBSECTION (1). IF THE DISPOSITION IS BEFORE THE END OF THE REMAINING LEASE TERM OF THE LEASE AGREEMENT, THE LESSOR'S RECOVERY AGAINST THE LESSEE FOR DAMAGES IS GOVERNED BY §§ 2A-527 AND 2A-528, AND THE LESSOR WILL CAUSE AN APPROPRIATE CREDIT TO BE PROVIDED AGAINST A JUDGMENT FOR DAMAGES TO THE EXTENT THAT THE AMOUNT OF THE JUDGMENT EXCEEDS THE RECOVERY AVAILABLE PURSUANT TO § 2A-527 OR § 2A-528.

(4) PAYMENT OF THE JUDGMENT FOR DAMAGES OBTAINED PURSUANT TO SUBSECTION (1) ENTITLES THE LESSEE TO THE USE AND POSSESSION OF THE GOODS NOT THEN DISPOSED OF FOR THE REMAINING LEASE TERM AND IN ACCORDANCE WITH THE LEASE AGREEMENT.

(5) AFTER A LESSEE HAS WRONGFULLY REJECTED OR REVOKED ACCEPTANCE OF GOODS, HAS FAILED TO PAY RENT THEN DUE, OR HAS REPUDIATED (§ 2A-402), A LESSOR WHO IS HELD NOT ENTITLED TO RENT UNDER THIS SECTION, MUST NEVERTHELESS BE AWARDED DAMAGES FOR NONACCEPTANCE UNDER § 2A-527 OR § 2A-528.

2A-530. LESSOR'S INCIDENTAL DAMAGES

INCIDENTAL DAMAGES TO AN AGGRIEVED LESSOR INCLUDE ANY COMMERCIALY REASONABLE CHARGES, EXPENSES, OR COMMISSIONS INCURRED IN STOPPING DELIVERY, IN THE TRANSPORTATION, CARE AND CUSTODY OF GOODS AFTER THE LESSEE'S DEFAULT, IN CONNECTION WITH RETURN OR DISPOSITION OF THE GOODS, OR OTHERWISE RESULTING FROM THE DEFAULT.

2A-531. STANDING TO SUE THIRD PARTIES FOR INJURY TO GOODS

(1) IF A THIRD PARTY SO DEALS WITH GOODS THAT HAVE BEEN IDENTIFIED TO A LEASE CONTRACT AS TO CAUSE ACTIONABLE INJURY TO A PARTY TO THE LEASE CONTRACT (A) THE LESSOR HAS A RIGHT OF ACTION AGAINST THE THIRD PARTY, AND (B) THE LESSEE ALSO HAS A RIGHT OF ACTION AGAINST THE THIRD PARTY IF THE LESSEE:

(A) HAS A SECURITY INTEREST IN THE GOODS;

(B) HAS AN INSURABLE INTEREST IN THE GOODS; OR

(C) BEARS THE RISK OF LOSS UNDER THE LEASE CONTRACT OR HAS SINCE THE INJURY ASSUMED THAT RISK AS AGAINST THE LESSOR AND THE GOODS HAVE BEEN CONVERTED OR DESTROYED.

(2) IF AT THE TIME OF THE INJURY THE PARTY PLAINTIFF DID NOT BEAR THE RISK OF LOSS AS AGAINST THE OTHER PARTY TO THE LEASE CONTRACT AND THERE IS NO ARRANGEMENT BETWEEN THEM FOR DISPOSITION OF THE RECOVERY, HIS (OR HER) SUIT OR SETTLEMENT, SUBJECT TO HIS (OR HER) OWN INTEREST, IS AS A FIDUCIARY FOR THE OTHER PARTY TO THE LEASE CONTRACT.

(3) EITHER PARTY WITH THE CONSENT OF THE OTHER MAY SUE FOR THE BENEFIT OF WHOM IT MAY CONCERN.