

(A) OCCURS AFTER THE TENDERING PARTY IS SEASONABLY NOTIFIED OF REFUSAL;

(B) IS NOT FOR DISTRIBUTION AND IS SOLELY PART OF MEASURES REASONABLE UNDER THE CIRCUMSTANCES TO AVOID OR REDUCE LOSS; AND

(C) IS NOT CONTRARY TO INSTRUCTIONS CONCERNING DISPOSITION OF THE COPY RECEIVED FROM THE PARTY IN BREACH.

(2) A PARTY THAT REFUSES A COPY SHALL:

(A) DELIVER THE COPY AND ALL COPIES MADE OF IT, ALL ACCESS MATERIALS, AND DOCUMENTATION PERTAINING TO THE REFUSED INFORMATION TO THE TENDERING PARTY OR HOLD THEM WITH REASONABLE CARE FOR A REASONABLE TIME FOR DISPOSAL AT THAT PARTY'S INSTRUCTIONS; AND

(B) FOLLOW REASONABLE INSTRUCTIONS OF THE TENDERING PARTY FOR RETURNING OR DELIVERING COPIES, ACCESS MATERIAL, AND DOCUMENTATION, BUT INSTRUCTIONS ARE NOT REASONABLE IF THE TENDERING PARTY DOES NOT ARRANGE FOR PAYMENT OF OR REIMBURSEMENT FOR REASONABLE EXPENSES OF COMPLYING WITH THE INSTRUCTIONS.

(3) IF THE TENDERING PARTY DOES NOT GIVE INSTRUCTIONS WITHIN A REASONABLE TIME AFTER BEING NOTIFIED OF REFUSAL, THE REFUSING PARTY, IN A REASONABLE MANNER TO REDUCE OR AVOID LOSS, MAY STORE THE COPIES, ACCESS MATERIAL, AND DOCUMENTATION FOR THE TENDERING PARTY'S ACCOUNT OR SHIP THEM TO THE TENDERING PARTY AND IS ENTITLED TO REIMBURSEMENT FOR REASONABLE COSTS OF STORAGE AND SHIPMENT.

(4) BOTH PARTIES REMAIN BOUND BY ALL CONTRACTUAL USE TERMS THAT WOULD HAVE BEEN ENFORCEABLE HAD THE PERFORMANCE NOT BEEN REFUSED.

(5) IN COMPLYING WITH THIS SECTION, THE REFUSING PARTY SHALL ACT IN GOOD FAITH. CONDUCT IN GOOD FAITH UNDER THIS SECTION IS NOT ACCEPTANCE OR CONVERSION AND MAY NOT BE A GROUND FOR AN ACTION FOR DAMAGES UNDER THE CONTRACT.

21-707. COPY: REVOCATION OF ACCEPTANCE.

(A) A PARTY THAT ACCEPTS A NONCONFORMING TENDER OF A COPY MAY REVOKE ACCEPTANCE ONLY IF THE NONCONFORMITY IS A MATERIAL BREACH OF CONTRACT AND THE PARTY ACCEPTED IT:

(1) ON THE REASONABLE ASSUMPTION THAT THE NONCONFORMITY WOULD BE CURED, AND THE NONCONFORMITY WAS NOT SEASONABLY CURED;

(2) DURING A CONTINUING EFFORT BY THE PARTY IN BREACH AT ADJUSTMENT AND CURE, AND THE BREACH WAS NOT SEASONABLY CURED; OR

(3) WITHOUT DISCOVERY OF THE NONCONFORMITY, IF ACCEPTANCE WAS REASONABLY INDUCED EITHER BY THE OTHER PARTY'S ASSURANCES OR BY THE DIFFICULTY OF DISCOVERY BEFORE ACCEPTANCE.