

21-709. ANTICIPATORY REPUDIATION.

(A) IF A PARTY TO A CONTRACT REPUDIATES A PERFORMANCE NOT YET DUE AND THE LOSS OF PERFORMANCE WILL SUBSTANTIALLY IMPAIR THE VALUE OF THE CONTRACT TO THE OTHER PARTY, THE AGGRIEVED PARTY MAY:

(1) AWAIT PERFORMANCE BY THE REPUDIATING PARTY FOR A COMMERCIALLY REASONABLE TIME OR RESORT TO ANY REMEDY FOR BREACH OF CONTRACT, EVEN IF IT HAS URGED THE REPUDIATING PARTY TO RETRACT THE REPUDIATION OR HAS NOTIFIED THE REPUDIATING PARTY THAT IT WOULD AWAIT ITS PERFORMANCE; AND

(2) IN EITHER CASE, SUSPEND ITS OWN PERFORMANCE OR PROCEED IN ACCORDANCE WITH § 21-812 OR § 21-813 OF THIS TITLE, AS APPLICABLE.

(B) REPUDIATION INCLUDES LANGUAGE THAT ONE PARTY WILL NOT OR CANNOT MAKE A PERFORMANCE STILL DUE UNDER THE CONTRACT OR VOLUNTARY, AFFIRMATIVE CONDUCT THAT REASONABLY APPEARS TO THE OTHER PARTY TO MAKE A FUTURE PERFORMANCE IMPOSSIBLE.

21-710. RETRACTION OF ANTICIPATORY REPUDIATION.

(A) A REPUDIATING PARTY MAY RETRACT ITS REPUDIATION UNTIL ITS NEXT PERFORMANCE IS DUE UNLESS THE AGGRIEVED PARTY, AFTER THE REPUDIATION, HAS CANCELED THE CONTRACT, MATERIALLY CHANGED ITS POSITION, OR OTHERWISE INDICATED THAT IT CONSIDERS THE REPUDIATION FINAL.

(B) A RETRACTION MAY BE BY ANY METHOD THAT CLEARLY INDICATES TO THE AGGRIEVED PARTY THAT THE REPUDIATING PARTY INTENDS TO PERFORM THE CONTRACT. HOWEVER, A RETRACTION MUST CONTAIN ANY ASSURANCE JUSTIFIABLY DEMANDED UNDER § 21-708 OF THIS SUBTITLE.

(C) RETRACTION RESTORES A REPUDIATING PARTY'S RIGHTS UNDER THE CONTRACT WITH DUE EXCUSE AND ALLOWANCE TO THE AGGRIEVED PARTY FOR ANY DELAY CAUSED BY THE REPUDIATION.

SUBTITLE 8. REMEDIES; GENERAL; DAMAGES; REMEDIES RELATED TO PERFORMANCE.

GENERAL.

21-801. REMEDIES IN GENERAL.

(A) THE REMEDIES PROVIDED IN THIS TITLE ARE CUMULATIVE, BUT A PARTY MAY NOT RECOVER MORE THAN ONCE FOR THE SAME LOSS.

(B) EXCEPT AS OTHERWISE PROVIDED IN §§ 21-803 AND 21-804 OF THIS SUBTITLE, IF A PARTY IS IN BREACH OF CONTRACT, WHETHER OR NOT THE BREACH IS MATERIAL, THE AGGRIEVED PARTY HAS THE REMEDIES PROVIDED IN THE AGREEMENT OR THIS TITLE, BUT THE AGGRIEVED PARTY SHALL CONTINUE TO COMPLY WITH ANY CONTRACTUAL USE TERMS WITH RESPECT TO INFORMATION OR COPIES RECEIVED FROM THE OTHER PARTY WHICH HAVE NOT BEEN RETURNED OR