

(2) IT OCCURS AFTER A SUBSTANTIAL CHANGE IN CONDITION NOT CAUSED BY DEFECTS IN THE INFORMATION, SUCH AS AFTER THE PARTY COMMINGLES THE INFORMATION IN A MANNER THAT MAKES ITS RETURN IMPOSSIBLE; OR

(3) THE PARTY ATTEMPTING TO REVOKE RECEIVED A SUBSTANTIAL BENEFIT OR VALUE FROM THE INFORMATION, AND THE BENEFIT OR VALUE CANNOT BE RETURNED.

(D) A PARTY THAT RIGHTFULLY REVOKES HAS THE SAME DUTIES AND IS UNDER THE SAME RESTRICTIONS AS IF THE PARTY HAD REFUSED TENDER OF THE COPY.

REPUDIATION AND ASSURANCES.

21-708. ADEQUATE ASSURANCE OF PERFORMANCE.

(A) A CONTRACT IMPOSES AN OBLIGATION ON EACH PARTY NOT TO IMPAIR THE OTHER'S EXPECTATION OF RECEIVING DUE PERFORMANCE. IF REASONABLE GROUNDS FOR INSECURITY ARISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY, THE AGGRIEVED PARTY MAY:

(1) DEMAND IN A RECORD ADEQUATE ASSURANCE OF DUE PERFORMANCE; AND

(2) UNTIL THAT ASSURANCE IS RECEIVED, IF COMMERCIALY REASONABLE, SUSPEND ANY PERFORMANCE, OTHER THAN WITH RESPECT TO CONTRACTUAL USE TERMS, FOR WHICH THE AGREED RETURN PERFORMANCE HAS NOT BEEN RECEIVED.

(B) BETWEEN MERCHANTS, THE REASONABLENESS OF GROUNDS FOR INSECURITY AND THE ADEQUACY OF ANY ASSURANCE OFFERED IS DETERMINED ACCORDING TO COMMERCIAL STANDARDS.

(C) ACCEPTANCE OF ANY IMPROPER DELIVERY OR PAYMENT DOES NOT IMPAIR AN AGGRIEVED PARTY'S RIGHT TO DEMAND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE.

(D) AFTER RECEIPT OF A JUSTIFIED DEMAND UNDER SUBSECTION (A) OF THIS SECTION, FAILURE, WITHIN A REASONABLE TIME NOT EXCEEDING 30 DAYS, TO PROVIDE ASSURANCE OF DUE PERFORMANCE WHICH IS ADEQUATE UNDER THE CIRCUMSTANCES OF THE PARTICULAR CASE IS A REPUDIATION OF THE CONTRACT UNDER § 21-709 OF THIS SUBTITLE.

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 COMMERCIALY REASONABLE TIME OR RESORT TO ANY REMEDY FOR BREACH OF