

(2) IN A ~~CONSUMER CONTRACT~~ MASS-MARKET TRANSACTION, THE PERIOD OF LIMITATION MAY NOT BE REDUCED.

(C) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (D) OF THIS SECTION, A RIGHT OF ACTION ACCRUES WHEN THE ACT OR OMISSION CONSTITUTING A BREACH OF CONTRACT OCCURS, EVEN IF THE AGGRIEVED PARTY DID NOT KNOW OF THE BREACH. A RIGHT OF ACTION FOR BREACH OF WARRANTY ACCRUES WHEN TENDER OF DELIVERY OF A COPY PURSUANT TO § 21-606 OF THIS TITLE, OR ACCESS TO THE INFORMATION, OCCURS. HOWEVER, IF THE WARRANTY EXPRESSLY EXTENDS TO FUTURE PERFORMANCE OF THE INFORMATION OR A COPY, THE RIGHT OF ACTION ACCRUES WHEN THE PERFORMANCE FAILS TO CONFORM TO THE WARRANTY, BUT NOT LATER THAN THE DATE THE WARRANTY EXPIRES.

(D) IN THE FOLLOWING CASES, A RIGHT OF ACTION ACCRUES ON THE LATER OF THE DATE THE ACT OR OMISSION CONSTITUTING THE BREACH OF CONTRACT OCCURRED OR THE DATE ON WHICH IT WAS OR SHOULD HAVE BEEN DISCOVERED BY THE AGGRIEVED PARTY, BUT NOT EARLIER THAN THE DATE FOR DELIVERY OF A COPY IF THE CLAIM RELATES TO INFORMATION IN THE COPY:

(1) A BREACH OF WARRANTY AGAINST THIRD-PARTY CLAIMS FOR:

(A) INFRINGEMENT OR MISAPPROPRIATION; OR

(B) LIBEL, SLANDER, OR THE LIKE;

(2) A BREACH OF CONTRACT INVOLVING A PARTY'S DISCLOSURE OR MISUSE OF CONFIDENTIAL INFORMATION; OR

(3) A FAILURE TO PROVIDE AN INDEMNITY OR TO PERFORM ANOTHER OBLIGATION TO PROTECT OR DEFEND AGAINST A THIRD-PARTY CLAIM.

(E) IF AN ACTION COMMENCED WITHIN THE PERIOD OF LIMITATION IS SO CONCLUDED AS TO LEAVE AVAILABLE A REMEDY BY ANOTHER ACTION FOR THE SAME BREACH OF CONTRACT, THE OTHER ACTION MAY BE COMMENCED AFTER EXPIRATION OF THE PERIOD OF LIMITATION IF THE ACTION IS COMMENCED WITHIN SIX MONTHS AFTER CONCLUSION OF THE FIRST ACTION, UNLESS THE ACTION WAS CONCLUDED AS A RESULT OF VOLUNTARY DISCONTINUANCE OR DISMISSAL FOR FAILURE OR NEGLECT TO PROSECUTE.

(F) THIS SECTION DOES NOT ALTER THE LAW ON TOLLING OF THE STATUTE OF LIMITATIONS AND DOES NOT APPLY TO A RIGHT OF ACTION THAT ACCRUED BEFORE THE EFFECTIVE DATE OF THIS TITLE.

21-806. REMEDIES FOR FRAUD.

REMEDIES FOR MATERIAL MISREPRESENTATION OR FRAUD INCLUDE ALL REMEDIES AVAILABLE UNDER THIS TITLE FOR NONFRAUDULENT BREACH OF CONTRACT.