

(4) REVOCATION OF ACCEPTANCE MUST OCCUR WITHIN A REASONABLE TIME AFTER THE LESSEE DISCOVERS OR SHOULD HAVE DISCOVERED THE GROUND FOR IT AND BEFORE ANY SUBSTANTIAL CHANGE IN CONDITION OF THE GOODS WHICH IS NOT CAUSED BY THE NONCONFORMITY. REVOCATION IS NOT EFFECTIVE UNTIL THE LESSEE NOTIFIES THE LESSOR.

(5) A LESSEE WHO SO REVOKES HAS THE SAME RIGHTS AND DUTIES WITH REGARD TO THE GOODS INVOLVED AS IF THE LESSEE HAD REJECTED THEM.

2A-518. COVER; SUBSTITUTE GOODS

(1) AFTER A DEFAULT BY A LESSOR UNDER THE LEASE CONTRACT OF THE TYPE DESCRIBED IN § 2A-508(1), OR, IF AGREED, AFTER OTHER DEFAULT BY THE LESSOR, THE LESSEE MAY COVER BY MAKING ANY PURCHASE OR LEASE OF OR CONTRACT TO PURCHASE OR LEASE GOODS IN SUBSTITUTION FOR THOSE DUE FROM THE LESSOR.

(2) EXCEPT AS OTHERWISE PROVIDED WITH RESPECT TO DAMAGES LIQUIDATED IN THE LEASE AGREEMENT (§ 2A-504) OR OTHERWISE DETERMINED PURSUANT TO AGREEMENT OF THE PARTIES (§ 1-102(3) AND § 2A-503), IF A LESSEE'S COVER IS BY A LEASE AGREEMENT SUBSTANTIALLY SIMILAR TO THE ORIGINAL LEASE AGREEMENT AND THE NEW LEASE AGREEMENT IS MADE IN GOOD FAITH AND IN A COMMERCIALY REASONABLE MANNER, THE LESSEE MAY RECOVER FROM THE LESSOR AS DAMAGES (I) THE PRESENT VALUE, AS OF THE DATE OF THE COMMENCEMENT OF THE TERM OF THE NEW LEASE AGREEMENT, OF THE RENT UNDER THE NEW LEASE AGREEMENT AND APPLICABLE TO THAT PERIOD OF THE NEW LEASE TERM WHICH IS COMPARABLE TO THE ORIGINAL LEASE AGREEMENT MINUS THE PRESENT VALUE AS OF THE SAME DATE OF THE TOTAL RENT FOR THE THEN REMAINING LEASE TERM OF THE ORIGINAL LEASE AGREEMENT, AND (II) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LESS EXPENSES SAVED IN CONSEQUENCE OF THE LESSOR'S DEFAULT.

(3) IF A LESSEE'S COVER IS BY LEASE AGREEMENT THAT FOR ANY REASON DOES NOT QUALIFY FOR TREATMENT UNDER SUBSECTION (2), OR IS BY PURCHASE OR OTHERWISE, THE LESSEE MAY RECOVER FROM THE LESSOR AS IF THE LESSEE HAD ELECTED NOT TO COVER AND § 2A-519 GOVERNS.

2A-519. LESSEE'S DAMAGES FOR NONDELIVERY, REPUDIATION, DEFAULT, AND BREACH OF WARRANTY IN REGARD TO ACCEPTED GOODS

(1) EXCEPT AS OTHERWISE PROVIDED WITH RESPECT TO DAMAGES LIQUIDATED IN THE LEASE AGREEMENT (§ 2A-504) OR OTHERWISE DETERMINED PURSUANT TO AGREEMENT OF THE PARTIES (§ 1-102(3) AND § 2A-503), IF A LESSEE ELECTS NOT TO COVER OR A LESSEE ELECTS TO COVER AND THE COVER IS BY LEASE AGREEMENT THAT FOR ANY REASON DOES NOT QUALIFY FOR TREATMENT UNDER § 2A-518(2), OR IS BY PURCHASE OR OTHERWISE THE MEASURE OF DAMAGES FOR NONDELIVERY OR REPUDIATION BY THE LESSOR OR FOR REJECTION OR REVOCATION OF ACCEPTANCE BY THE LESSEE IS THE PRESENT VALUE AS OF THE DATE OF THE DEFAULT OF THE THEN MARKET RENT MINUS THE PRESENT VALUE