

UNIFORM COMMERCIAL CODE (EXCERPT)
Act 174 of 1962

440.2955 Cancellation or termination of lease contract; discharge of executory obligations; material misrepresentation or fraud; rescission, rejection, or return of goods as bar to rights or remedies.

Sec. 2A505. (1) On cancellation of the lease contract, all obligations that are still executory on both sides are discharged, but any right based on prior default or performance survives, and the cancelling party also retains any remedy for default of the whole lease contract or any unperformed balance.

(2) On termination of the lease contract, all obligations that are still executory on both sides are discharged but any right based on prior default or performance survives.

(3) Unless the contrary intention clearly appears, expressions of "cancellation," "rescission," or the like of the lease contract may not be construed as a renunciation or discharge of any claim in damages for an antecedent default.

(4) Rights and remedies for material misrepresentation or fraud include all rights and remedies available under this article for default.

(5) Neither rescission nor a claim for rescission of the lease contract nor rejection or return of the goods may bar or be deemed inconsistent with a claim for damages or other right or remedy.

History: Add. 1992, Act 101, Eff. Sept. 30, 1992.