



## Ohio Revised Code

### Section 1310.65 Lessee's damages for non-delivery, repudiation, default and breach of warranty in regard to accepted goods - UCC 2A-519.

Effective: June 29, 2011

Legislation: House Bill 9 - 129th General Assembly

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(A) Except as otherwise provided in section 1310.50 of the Revised Code with respect to damages liquidated in the lease agreement or as otherwise determined pursuant to the agreement of the parties as provided in section 1301.302 and section 1310.49 of the Revised Code, 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 division (B) of section 1310.64 of the Revised Code 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, as of the same date, of the original rent, computed for the remaining lease term of the original lease agreement, together with incidental and consequential damages, less expenses saved in consequence of the lessor's default.

(B) Market rent is to be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

(C) Except as otherwise agreed, if the lessee has accepted goods and given notification as provided in division (C) of section 1310.62 of the Revised Code, the measure of damages for nonconforming tender or delivery or other default by a lessor is the loss resulting in the ordinary course of events from the lessor's default as determined in any manner that is reasonable, together with incidental and consequential damages, less expenses saved in consequence of the lessor's default.

(D) Except as otherwise agreed, the measure of damages for breach of warranty is the present value, at the time and place of acceptance, of the difference between the value of the use of the goods accepted and that value if they had been as warranted for the lease term, unless special circumstances show proximate damages of a different amount, together with incidental and consequential damages, less expenses saved in consequence of the lessor's default or breach of warranty.