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Imaging Financial Services, Inc. v. Graphic Arts Services, Inc.

172 F.R.D. 322 (N.D. Ill., 1997).

Graphics Arts leased various pieces of equipment from Imaging. The obligation to pay was unconditional and there were the usual conspicuous disclaimers of any implied warranties. When the equipment malfunctioned, Graphic Arts refused to make further payments. Imaging brought this action for damages and was granted summary judgment. The hell or high water clause and warranty disclaimers were upheld BUT this case is notable because of Graphic Arts' attempt to claim that the lease contracts were UNCONSCIONABLE. The court ruled "The Doctrine of Unconscionability is rarely applied in a commercial setting."

Marks & Weinberg, PC is a law firm with significant experience in dealing with virtually every type of equipment and facility lease financing. The lawyers of the firm have participated in leasing financings for more than a billion dollars of equipment and are recognized throughout the industry. If you would like more cases or articles on leasing, or have any questions or comments about this Article or other leasing issues, please visit leaselawyer.com or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

