

19-302.

(A) NOTWITHSTANDING ANY OTHER PROVISION IN THIS SUBTITLE, A SUPPLIER MAY ~~IMMEDIATELY~~ TERMINATE A CONTRACT WITH A DEALER, WITHOUT HAVING TO PROVE GOOD CAUSE AND WITHOUT PROVIDING THE DEALER WITH PRIOR NOTICE, AT ANY TIME AFTER:

(1) THE FILING OF A PLEADING AGAINST THE DEALER TO COMMENCE A:

(I) PROCEEDING FOR AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR A SIMILAR DISPOSITION OF THE ASSETS OF THE BUSINESS OF THE DEALER, OTHER THAN THE CREATION OF A SECURITY INTEREST IN THE ASSETS OF THE BUSINESS OF THE DEALER FOR FINANCING IN THE ORDINARY COURSE OF THE BUSINESS OF THE DEALER;

(II) RECEIVERSHIP PROCEEDING; OR

(III) BANKRUPTCY PROCEEDING;

(2) THE DEALER HAS MADE AN INTENTIONAL MISREPRESENTATION WITH THE INTENT TO DEFRAUD THE SUPPLIER;

(3) THE DEALER DEFAULTS UNDER A CHATTEL MORTGAGE OR OTHER SECURITY AGREEMENT BETWEEN THE DEALER AND THE SUPPLIER;

(4) THE CLOSING OR SALE OF A SUBSTANTIAL PART OF THE BUSINESS OF A DEALER RELATED TO THE HANDLING OF THE PRODUCT OF THE SUPPLIER;

(5) THE COMMENCEMENT OF PROCEDURES TO DISSOLVE OR LIQUIDATE THE DEALER IF THE DEALER IS A PARTNERSHIP OR CORPORATION;

(6) A CHANGE OR ADDITION, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SUPPLIER, IN THE LOCATION OF ~~THE PRINCIPAL~~ A PLACE OF BUSINESS OF THE DEALER;

(7) THE WITHDRAWAL OF AN INDIVIDUAL PROPRIETOR, PARTNER, MAJOR SHAREHOLDER, OR MANAGER OF THE DEALERSHIP, OR A SUBSTANTIAL REDUCTION IN INTEREST OF A PARTNER OR MAJOR SHAREHOLDER, WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER;

(8) THE REVOCATION OR DISCONTINUANCE OF ANY GUARANTEE OF THE PRESENT OR FUTURE OBLIGATIONS OF THE DEALER TO THE SUPPLIER;

(9) THE FAILURE OF THE DEALER TO CONDUCT ITS CUSTOMARY SALES AND SERVICE OPERATIONS DURING ITS CUSTOMARY BUSINESS HOURS FOR 7 CONSECUTIVE BUSINESS DAYS, UNLESS THE FAILURE RESULTED FROM WAS THE DIRECT RESULT OF:

(I) AN ACT OF GOD;

(II) ~~CASUALTIES~~ A CASUALTY;

(III) ~~STRIKES~~ A STRIKE; OR