

(iv) *Leases or makes a sale or contract for sale of goods, wares, merchandise, machinery, supplies, or other commodities, or services, whether patented or unpatented, for use, consumption, enjoyment, or resale, or fix a price charged therefor, or discount from, or rebate upon, such price, on the condition, agreement, or understanding that the lessee or purchaser thereof shall not use or deal in the goods, wares, merchandise, machinery, supplies, or other commodity or services of a competitor or competitors of the lessor or seller, where the effect of such lease, sale or contract for sale or such condition, agreement, or understanding may be to substantially lessen competition or tend to create a monopoly in any line of trade or commerce.*

B. (B). *Provided, that nothing herein contained shall prevent differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities or services are to such purchasers sold or delivered: provided, however, that nothing herein contained shall prevent persons engaged in selling commodities and services from selecting their own customers in bona fide transactions and not in restraint of trade: AND PROVIDED FURTHER, THAT NOTHING CONTAINED HEREIN SHALL PREVENT PERSONS ENGAGED IN SELLING COMMODITIES OR SERVICES FROM GRANTING EMPLOYEE DISCOUNTS TO THEIR OWN BONA FIDE EMPLOYEES: and provided further, that nothing contained herein shall prevent a seller from introducing evidence to rebut a case made under this subsection from showing that his lower price or the furnishing of services or facilities to any purchaser or purchasers was made in good faith to meet an equally low price of a competitor, or the services or facilities furnished by a competitor: and provided further, that nothing herein contained shall prevent price changes from time to time where in response to changing conditions affecting the market for or the marketability of the goods concerned, such as but not limited to actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned.*

39. Exemptions.

No provisions of this subtitle shall be construed to make illegal:

(1) *the activities of any labor organization or of individual members thereof which are directed solely to labor objectives which are legitimate under the laws of either the State of Maryland or the United States; OR A COLLECTIVE BARGAINING AGREEMENT BETWEEN A LABOR ORGANIZATION, AS THAT TERM IS DEFINED IN SECTION 2(5) OF THE LABOR MANAGEMENT RELATIONS ACT, 1947, AS AMENDED (29 U.S.C. SECTION 152(5)), AND AN EMPLOYER OR GROUP OF EMPLOYERS WHICH CONTAINS SUCH LABOR OBJECTIVES;*

(2) *the activities of any agricultural or horticultural cooperative organization, whether incorporated or unincorporated, or of individual members thereof, which are directed solely to objectives of such cooperative organizations which are legitimate under the laws of either the State of Maryland or the United States;*

(3) *the activities of any public service company as defined in Section 2 of the Public Service Commission Law to the extent that*