

(2) THE DEALER SHALL HAVE THE RIGHT TO CANCEL HIS MARKETING AGREEMENT UNTIL MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DAY ON WHICH THE AGREEMENT WAS SIGNED, BY GIVING THE DISTRIBUTOR IN PERSON OR BY CERTIFIED MAIL WRITTEN NOTICE OF CANCELLATION, PROVIDED THAT ANY MONEY, EQUIPMENT, OR MERCHANDISE LOANED, SOLD OR DELIVERED TO THE DEALER ARE RETURNED TO THE DISTRIBUTOR FOR FULL CREDIT, OR CASH EQUIVALENT, TOGETHER WITH DELIVERY OF FULL POSSESSION OF THE SERVICE STATION LOCATION TO THE DISTRIBUTOR, WITHIN 10 DAYS AFTER DELIVERY OF NOTICE;

(3) THE RIGHT OF EITHER PARTY TO TRIAL BY JURY OR THE INTERPOSITION OF COUNTER-CLAIMS OR CROSS-CLAIMS SHALL NOT BY AGREEMENT BE WAIVED;

(4) THE PRICE AT WHICH THE DEALER SELLS PRODUCTS SHALL NOT BE FIXED OR MAINTAINED BY THE DISTRIBUTOR NOR SHALL HE SEEK TO DO SO, NOR SHALL THE PRICE OF PRODUCTS BE SUBJECT TO ENFORCEMENT OR COERCION BY THE DISTRIBUTOR IN ANY WAY; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT A DISTRIBUTOR FROM SUGGESTING PRICES AND COUNSELING WITH DEALERS CONCERNING PRICES;

(5) NO DEALER SHALL BE REQUIRED TO USE OR UTILIZE ANY PROMOTION, PREMIUM, COUPON, GIVE-AWAY OR REBATE IN THE OPERATION OF THE BUSINESS. EXCEPT AS OTHERWISE PROVIDED BY LAW, NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT A DEALER FROM PARTICIPATING FINANCIALLY IN A PROMOTION, PREMIUM, COUPON, GIVE-AWAY OR REBATE SPONSORED BY THE DISTRIBUTOR;

(6) IN THE EVENT OF ANY TERMINATION OR CANCELLATION WHETHER BY MUTUAL AGREEMENT OR OTHERWISE, A DISTRIBUTOR SHALL BE REQUIRED TO REPURCHASE FROM THE DEALER WITHIN THIRTY (30) DAYS FROM THE DATE OF TERMINATION AT THE THEN CURRENT WHOLESALE PRICES ANY AND ALL MERCHANTABLE PRODUCTS PURCHASED BY THE DEALER FROM THE DISTRIBUTOR, PROVIDED, HOWEVER, THAT IN THE EVENT OF PURCHASE, THE DISTRIBUTOR SHALL HAVE THE RIGHT TO APPLY THE PROCEEDS AGAINST ANY EXISTING INDEBTEDNESS OWED TO HIM BY THE DEALER AND THAT THE REPURCHASE OBLIGATION IS [(CONDITIONED UPON THERE BEING NO OTHER)] ENFORCEABLE TO THE EXTENT THAT THERE ARE NO OTHER VALID CLAIMS OR LIENS AGAINST THE PRODUCTS BY OR ON BEHALF OF OTHER CREDITORS OF THE DEALER;

(7) NO DISTRIBUTOR SHALL UNREASONABLY WITHHOLD ITS CONSENT TO ANY ASSIGNMENT, TRANSFER, OR SALE OF A MARKETING AGREEMENT;

(8) WITH RESPECT TO NON-RENEWAL OF A MARKETING AGREEMENT, EITHER PARTY MUST GIVE THE OTHER PARTY NOTICE OF HIS INTENT NOT TO RENEW A MARKETING AGREEMENT AT LEAST ~~[[30]]~~ 90 DAYS PRIOR TO THE EXPIRATION OF THE TERM OF THAT MARKETING AGREEMENT.