

(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 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, AND IF THE DISTRIBUTOR TERMINATES OR CANCELS [[OR]] THE AGREEMENT, EXCEPT WHERE THERE IS A MATERIAL BREACH BY THE DEALER OF THE TERMS OF THE CONTRACTUAL AGREEMENT BETWEEN THE DISTRIBUTOR AND THE DEALER OR IF THE DISTRIBUTOR UNREASONABLY REFUSES TO RENEW AN AGREEMENT WITHOUT THE WRITTEN ASSENT OF THE DEALER, THE DISTRIBUTOR SHALL PAY TO THE DEALER, WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THE TERMINATION OR CANCELLATION OR UNREASONABLE REFUSAL TO RENEW, THE FULL VALUE OF ANY BUSINESS GOODWILL ENJOYED BY THE DEALER AT THE TIME THE DEALER IS NOTIFIED OF THE CANCELLATION OR TERMINATION OR REFUSAL TO RENEW;

(7) No distributor shall unreasonably withhold its consent to any assignment, transfer, or sale of a marketing agreement OR [[REASONABLY]] UNREASONABLY REFUSE TO RENEW 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 90 days prior to the expiration of the term of that marketing agreement.