

PROVISIONS OF THIS SECTION, WHETHER OR NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

REVISOR'S NOTE: This subsection presently appears as the introductory language to Art. 23, §167E.

The only changes are in style.

(B) DEALER'S RIGHT TO CANCEL.

(1) UNTIL MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DAY A MARKETING AGREEMENT IS SIGNED OR ENTERED INTO, THE DEALER MAY CANCEL IT BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE DISTRIBUTOR IN PERSON OR BY REGISTERED OR CERTIFIED MAIL.

(2) WITHIN 10 DAYS AFTER DELIVERY OF THE NOTICE OF CANCELLATION, THE DEALER SHALL RETURN TO THE DISTRIBUTOR FULL POSSESSION OF ANY SERVICE STATION, LOCATION, MONEY, EQUIPMENT, OR MERCHANDISE LOANED, SOLD, OR DELIVERED UNDER THE MARKETING AGREEMENT TO THE DEALER BY THE DISTRIBUTOR.

(3) THE DISTRIBUTOR SHALL GIVE THE DEALER FULL CREDIT OR ITS CASH EQUIVALENT FOR ALL MONEY, EQUIPMENT, AND MERCHANDISE RETURNED.

REVISOR'S NOTE: This subsection presently appears as Art. 23, §167E(2).

In item (1) of this subsection, reference to "registered" mail is added for purposes of clarity and emphasis. This is in accord with Art. 1, §20 of the Code which generally permits the use of either registered or certified mail as alternates to each other.

Also, by amendment to item (1), the words "or entered into" are added to "signed" since, under §11-301, the term "marketing agreement" includes an oral agreement. ~~dates to each other.~~

Since, in some instances, a dealer already may be the owner of his own service station, item (2) has been revised to clarify the intent that the required return of a service station, as well as any money or other merchandise, relates only to that which was loaned, sold, or delivered under the agreement to the dealer.

The only other changes are in style.