

(i) MAY NOT COLLECT THE AMOUNT OF THE ERROR OR ANY FINANCE CHARGE ON THAT AMOUNT; AND

(ii) IS LIABLE TO THE BUYER FOR HIS ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE FAILURE OF THE HOLDER TO COMPLY WITH THIS SECTION.

REVISOR'S NOTE: This section presently appears as Art. 83, §153J.

In this section, the word "seller" is deleted as unnecessary in light of the definition of "holder" in §12-501.

In subsection (f) of this section, the requirement of notice within 60 days of the effective date of this section is deleted as obsolete.

In subsection (g) of this section, the words "but not limited to" are deleted as unnecessary since use of the word "includes" is not intended in any sense to be exclusionary or limiting. The maxim of expressio unius est exclusio alterius and doctrines of similar implication are not intended, therefore, to be made applicable by reason of this definition.

The only other changes are in style.

With respect to the substitution of "finance charge" for "service charge," see revisor's note to §12-501(f).

12-512. WAIVER BY BUYER INVALID.

NO ACT, AGREEMENT, OR STATEMENT OF A BUYER MAY CONSTITUTE A VALID WAIVER OF ANY BENEFIT OR PROTECTION PROVIDED TO HIM UNDER THIS SUBTITLE.

REVISOR'S NOTE: This section presently appears as Art. 83, §153E.

The only changes are in style.

12-513. VIOLATION OF SUBTITLE.

(A) IN GENERAL.

EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, IF A HOLDER VIOLATES ANY PROVISION OF THIS SUBTITLE, NO HOLDER MAY COLLECT OR RECEIVE ANY FINANCE CHARGE FROM THE BUYER.