

REVISOR'S NOTE: This section presently appears as Art. 83, §147.

The defined term "sales finance company" is substituted for "finance company" for purposes of clarity and conformity.

The only other changes are in style.

12-629. WAIVER BY BUYER INVALID.

NO ACT, AGREEMENT, OR STATEMENT OF A BUYER IN AN AGREEMENT 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, §148.

The only changes are in style.

12-630. VIOLATION OF SUBTITLE.

(A) HOLDER NOT TO COLLECT CHARGES.

EXCEPT AS PROVIDED BY SUBSECTIONS (B) AND (C) OF THIS SECTION, A HOLDER MAY NOT COLLECT OR RECEIVE ANY FINANCE, DELINQUENCY, OR COLLECTION CHARGE FROM THE BUYER IF:

(1) THE AGREEMENT DOES NOT CONTAIN THE INFORMATION REQUIRED BY §§ 12-604 THROUGH 12-606 OF THIS SUBTITLE;

(2) THE SELLER FAILS TO DELIVER TO THE BUYER A REQUIRED COPY OF THE AGREEMENT; OR

(3) THE AGREEMENT CONTAINS A FINANCE CHARGE IN EXCESS OF THE APPLICABLE CHARGE PERMITTED BY §§ 12-609 OR 12-610 OF THIS SUBTITLE.

(B) CONCLUSIVE PROOF OF DELIVERY OF CONTRACT IN CASE OF ASSIGNMENT.

WRITTEN ACKNOWLEDGMENT BY THE BUYER OF DELIVERY OF A COPY OF THE AGREEMENT PURSUANT TO §12-605 OF THIS SUBTITLE IS CONCLUSIVE PROOF OF THE DELIVERY AS BETWEEN THE BUYER AND ANY ASSIGNEE OF THE AGREEMENT WITHOUT ACTUAL KNOWLEDGE TO THE CONTRARY.

(C) UNINTENTIONAL OVERCHARGE BY HOLDER.

(1) IF THE SELLER OR ANY SUBSEQUENT HOLDER UNINTENTIONALLY AND IN GOOD FAITH FAILS TO COMPLY WITH ANY PROVISION OF §§ 12-609 THROUGH 12-612 OF THIS