

(4) TERMINATE, CANCEL, OR FAIL TO RENEW OR SUBSTANTIALLY CHANGE THE COMPETITIVE CIRCUMSTANCES OF THE RETAIL AGREEMENT BASED ON THE RESULTS OF ANY CIRCUMSTANCE BEYOND THE DEALER'S CONTROL, INCLUDING A NATURAL DISASTER SUCH AS A SUSTAINED DROUGHT, HIGH UNEMPLOYMENT IN THE DEALER MARKET AREA, OR A LABOR DISPUTE.

19-302.

IF A SUPPLIER FAILS OR REFUSES TO REPURCHASE, IN ACCORDANCE WITH § 19-202 OF THIS TITLE, ANY INVENTORY COVERED UNDER THE PROVISIONS OF THIS TITLE WITHIN THE TIME PERIODS ESTABLISHED, THE SUPPLIER IS CIVILLY LIABLE FOR:

(1) 100 PERCENT OF THE CURRENT NET PRICE OF THE INVENTORY;

(2) THE AMOUNT THE DEALER PAID FOR FREIGHT COSTS FROM THE SUPPLIER'S LOCATION TO THE DEALER'S LOCATION;

(3) THE DEALER'S REASONABLE ATTORNEY'S FEES AND COURT COSTS;
AND

(4) INTEREST ON THE CURRENT NET PRICE OF THE INVENTORY COMPUTED FROM THE 91ST DAY AFTER TERMINATION OF THE CONTRACT AT THE LEGAL RATE OF INTEREST.

19-303.

NOTWITHSTANDING AN AGREEMENT TO THE CONTRARY, AND IN ADDITION TO ANY OTHER AVAILABLE LEGAL REMEDIES, A PERSON WHO SUFFERS MONETARY LOSS DUE TO A VIOLATION OF THIS TITLE OR WHO REFUSES TO ACCEDE TO A PROPOSAL FOR AN ARRANGEMENT THAT, IF CONSUMMATED, WOULD BE IN VIOLATION OF THIS TITLE MAY BRING A CIVIL ACTION TO ENJOIN FURTHER VIOLATIONS AND TO RECOVER DAMAGES AND THE COSTS OF THE ACTION, INCLUDING REASONABLE ATTORNEY'S FEES.

19-304.

A CIVIL ACTION COMMENCED UNDER THE PROVISIONS OF THIS TITLE SHALL BE BROUGHT WITHIN 4 YEARS AFTER THE VIOLATION COMPLAINED OF IS OR REASONABLY SHOULD HAVE BEEN DISCOVERED, WHICHEVER OCCURS FIRST.

19-305.

IF ANY PROVISION OF THIS TITLE OR ITS APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THIS TITLE WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS TITLE ARE SEVERABLE.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2005.

Approved May 10, 2005.