

(5) ANY INVENTORY THAT WAS ACQUIRED BY THE DEALER FROM A SOURCE OTHER THAN THE SUPPLIER; OR

(6) ANY TRACTOR, IMPLEMENT, ATTACHMENT, OR EQUIPMENT, OR OTHER INVENTORY THAT THE DEALER PURCHASED FROM THE SUPPLIER MORE THAN 36 MONTHS BEFORE THE DATE OF THE NOTICE OF TERMINATION.

(B) THIS TITLE DOES NOT EFFECT A SECURITY INTEREST OF THE SUPPLIER IN THE INVENTORY OF THE DEALER.

(C) REPURCHASE OF INVENTORY UNDER THIS TITLE IS NOT SUBJECT TO THE BULK TRANSFERS PROVISIONS OF TITLE 6 OF THIS ARTICLE.

(D) THIS TITLE DOES NOT APPLY TO A WRITTEN OR ORAL CONTRACT OR AGREEMENT BETWEEN A DEALER AND A SUPPLIER IF, UNDER THE CONTRACT OR AGREEMENT, THE SUPPLIER DOES NOT REQUIRE THE DEALER TO ORDER AND MAINTAIN AN INVENTORY IN EXCESS OF \$25,000 AT CURRENT NET PRICE FROM THE SUPPLIER.

SUBTITLE 2. REPURCHASE REQUIREMENTS AND TERMS

19-201.

(A) SUBJECT TO § 19-102 OF THIS TITLE, WHENEVER A CONTRACT BETWEEN A DEALER AND A SUPPLIER IS TERMINATED BY EITHER PARTY, THE SUPPLIER SHALL REPURCHASE THE DEALER'S INVENTORY ON THE TERMS SPECIFIED IN § 19-202 OF THIS TITLE.

(B) (1) IN THE EVENT THAT A DEALER, WHO IS AN INDIVIDUAL AND A PARTY TO A CONTRACT, DIES OR IS ADJUDICATED INCOMPETENT, THE DECEDENT'S HEIRS OR LEGATEES, OR THE INDIVIDUAL'S GUARDIAN OR OTHER FIDUCIARY, MAY REQUIRE THE SUPPLIER TO REPURCHASE THE INVENTORY AS IF THE CONTRACT HAD BEEN TERMINATED.

(2) AN HEIR OR LEGATEE OR A GUARDIAN OR OTHER FIDUCIARY HAS 1 YEAR FROM THE DATE OF THE DEATH OR ADJUDICATION OF INCOMPETENCY TO EXERCISE THE OPTION PROVIDED UNDER THIS SUBSECTION.

19-202.

(A) WITHIN 90 DAYS AFTER TERMINATION OF THE CONTRACT THE SUPPLIER SHALL REPURCHASE FROM THE DEALER ALL INVENTORY, PREVIOUSLY PURCHASED FROM THE SUPPLIER, THAT REMAINS UNSOLD ON THE DATE THE CONTRACT TERMINATES.

(B) (1) THE SUPPLIER SHALL PAY THE DEALER:

(I) 100 PERCENT OF THE NET COST OF ALL NEW, UNUSED, UNDAMAGED, AND COMPLETE INVENTORY EXCEPT REPAIR PARTS, LESS A REASONABLE ALLOWANCE FOR DETERIORATION ATTRIBUTABLE TO WEATHER CONDITIONS AT THE DEALER'S LOCATION; AND