

(II) ~~100-PERCENT~~ 85 PERCENT OF THE CURRENT NET PRICE OF ALL NEW, UNUSED, AND UNDAMAGED REPAIR PARTS CURRENTLY LISTED IN THE SUPPLIER'S PRICE BOOK.

(2) THE SUPPLIER MAY PERFORM THE HANDLING, PACKING, AND LOADING OF REPAIR PARTS RETURNED AND WITHHOLD, AS A CHARGE FOR THESE SERVICES, 5 PERCENT OF THE CURRENT NET PRICE OF THE RETURNED REPAIR PARTS.

(C) (1) THE INVENTORY SHALL BE RETURNED FOB THE DEALER.

(2) THE DEALER AND THE SUPPLIER MAY EACH FURNISH A REPRESENTATIVE TO INSPECT ALL INVENTORY AND CERTIFY THE ACCEPTABILITY OF ANY ITEM BEFORE IT IS REPURCHASED.

(D) THE SUPPLIER SHALL PAY THE FULL REPURCHASE AMOUNT TO THE DEALER NOT LATER THAN 60 DAYS AFTER RECEIPT OF THE INVENTORY.

SUBTITLE 3. NOTICE OF TERMINATION OF CONTRACTS

19-301.

NOTWITHSTANDING ANY AGREEMENT TO THE CONTRARY AND SUBJECT TO § 19-302 OF THIS TITLE, A SUPPLIER WHO PLANS TO TERMINATE A CONTRACT SHALL NOTIFY, IN ACCORDANCE WITH § 19-305 OF THIS TITLE, THE DEALER OF THE PLANNED TERMINATION NOT LESS THAN 6 MONTHS PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.

19-302.

A SUPPLIER MAY IMMEDIATELY TERMINATE A CONTRACT AT ANY TIME AFTER:

(1) THE FILING OF A PLEADING TO COMMENCE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS PROCEEDING, OR RECEIVERSHIP PROCEEDING AGAINST THE DEALER;

(2) THE DEALER HAS MADE AN INTENTIONAL MISREPRESENTATION WITH THE INTENT TO DEFRAUD THE SUPPLIER;

(3) THE DEALER DEFAULTS UNDER A CHATTEL MORTGAGE OR OTHER SECURITY AGREEMENT BETWEEN THE DEALER AND THE SUPPLIER;

(4) THE CLOSING OR SALE OF A SUBSTANTIAL PART OF THE DEALER'S BUSINESS RELATED TO THE HANDLING OF THE SUPPLIER'S PRODUCT;

(5) THE COMMENCEMENT OF PROCEDURES TO DISSOLVE OR LIQUIDATE THE DEALER IF THE DEALER IS A PARTNERSHIP OR CORPORATION;