

(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

(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.