

[(c)] (D) [(1) Any] EXCEPT AS OTHERWISE PROVIDED BY THIS SUBTITLE, ANY agreement entered into by a lessee for the lease of a new motor vehicle that waives, limits, or disclaims the rights set forth in this subtitle shall be void.

[(2) The rights available to a lessee under this subtitle shall inure to an assignee of the lessee's rights under the lease or a subsequent transferee of a new motor vehicle.]

(E) (1) IF A LESSOR PERMITS THE LESSEE TO ASSIGN ANY INTEREST IN THE LEASE OR IN THE MOTOR VEHICLE, UPON SUCH ASSIGNMENT THE RIGHTS AVAILABLE TO A LESSEE UNDER THIS SUBTITLE SHALL INURE TO AN ASSIGNEE OF THE LESSEE'S RIGHTS UNDER THE LEASE OR A SUBSEQUENT TRANSFEREE OF THE MOTOR VEHICLE.

(2) NOTHING IN THIS SUBTITLE SHALL BE CONSTRUED TO PERMIT A LESSEE TO SUBLEASE A MOTOR VEHICLE IN VIOLATION OF ARTICLE 27, § 208 OF THE CODE.

[(d)] (F) (1) Any action brought under this subtitle [shall be commenced within 3 years of the date of original delivery of the motor vehicle to the lessee] MAY NOT BE BROUGHT MORE THAN 1 YEAR AFTER TERMINATION OF THE LEASE.

(2) NOTWITHSTANDING THE LIMITATION IN PARAGRAPH (1) OF THIS SUBSECTION, A LESSEE AT ANY TIME MAY ASSERT A VIOLATION OF THIS SUBTITLE IN AN ACTION TO COLLECT THE DEBT AS A MATTER OF DEFENSE, BY RECOUPMENT OR SETOFF.

[(e)](G) (1) ~~A court may award reasonable attorney's fees to a prevailing plaintiff under this subtitle.~~

(2) ~~If it appears to the satisfaction of the court that an action is brought in bad faith or is of a frivolous nature, the court may order the offending party to pay to the other party reasonable attorney's fees.~~

(H) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A LESSOR MAY CHARGE FEES FOR EXCESS WEAR AND USE OR EXCESS MILEAGE IF:

(I) THE RIGHT TO CHARGE THE FEES AND METHOD FOR CALCULATING THE FEES ARE DISCLOSED IN THE LEASE IN AT LEAST 8 POINT BOLD CAPITAL LETTERS;

(II) AT THE TIME THE VEHICLE IS RETURNED, THE LESSOR CONDUCTS A VISUAL INSPECTION OF THE VEHICLE AND PROVIDES THE LESSEE WITH A REASONABLE OPPORTUNITY TO BE PRESENT AT THE INSPECTION. IF THE LESSEE IS PRESENT, IN ADDITION TO THE NOTICE REQUIRED BY SUBPARAGRAPH (III) OF THIS PARAGRAPH, THE LESSOR SHALL PROVIDE THE LESSEE AT THE TIME OF THE INSPECTION WITH A WRITTEN STATEMENT OF THE MILEAGE AND OF THE EXCESS WEAR TO THE MOTOR VEHICLE IDENTIFIED THROUGH THE VISUAL INSPECTION. IF THE LESSEE IS NOT PRESENT AT THE INSPECTION, THE LESSOR IS ONLY REQUIRED TO PROVIDE THE LESSEE WITH THE NOTICE REQUIRED BY SUBPARAGRAPH (III) OF THIS PARAGRAPH;