

~~2. MAINTAIN A SALES VOLUME OR TREND OF THE PRODUCTS OF THE SUPPLIER THAT IS COMPARABLE TO THE SALES VOLUME OR TREND OF OTHER SIMILARLY SITUATED DEALERS OF THE SAME PRODUCTS; OR~~

~~3. RENDER SERVICES THAT ARE COMPARABLE IN QUANTITY, QUALITY, AND VOLUME TO THE SERVICES RENDERED BY OTHER SIMILARLY SITUATED DEALERS OF THE SAME PRODUCTS.~~

~~(2) "GOOD CAUSE" DOES NOT INCLUDE THE SALE OR PURCHASE OF A SUPPLIER.~~

(A) IN THIS SECTION, "GOOD CAUSE" SHALL EXIST ON A FAILURE TO COMPLY WITH REQUIREMENTS IMPOSED BY A CONTRACT BETWEEN A SUPPLIER AND A DEALER THAT ARE NOT DIFFERENT FROM THOSE IMPOSED BY THE SUPPLIER'S CONTRACTS WITH OTHER SIMILARLY SITUATED DEALERS IN THE STATE.

(B) A SUPPLIER MAY NOT, DIRECTLY OR THROUGH AN OFFICER, AGENT, OR EMPLOYEE, TERMINATE, CANCEL, OR FAIL TO RENEW A CONTRACT WITHOUT GOOD CAUSE.

~~(B)~~ (C) EXCEPT AS PROVIDED IN § 19-302 OF THIS SUBTITLE, A SUPPLIER MAY NOT UNILATERALLY TERMINATE OR AMEND A CONTRACT UNLESS THE SUPPLIER:

(1) COMPLIES WITH THE NOTICE PROVISIONS UNDER CONTAINED IN PART II OF THIS SUBTITLE; AND

(2) HAS GOOD CAUSE.

~~(C) IN A DETERMINATION AS TO WHETHER A DEALER HAS FAILED TO COMPLY SUBSTANTIALLY, WITHOUT REASONABLE EXCUSE OR JUSTIFICATION, WITH A REASONABLE AND MATERIAL WRITTEN REQUIREMENT OF THE SUPPLIER, THE DETERMINING ENTITY SHALL CONSIDER THE:~~

~~(1) RELATIVE SIZE OF THE MARKET OF THE DEALER;~~

~~(2) POPULATION THAT COMPRISES THE MARKET OF THE DEALER;~~

~~(3) GEOGRAPHICAL LOCATION OF THE MARKET OF THE DEALER;~~

~~(4) NUMBER OF RETAIL OUTLETS IN THE MARKET OF THE DEALER; AND~~

~~(5) DEMAND FOR RELEVANT PRODUCTS IN THE MARKET OF THE DEALER AND IN COMPARABLE MARKETS.~~

(D) IN A DISPUTE AS TO WHETHER A SUPPLIER HAS ACTED WITH GOOD CAUSE UNDER THIS SECTION, THE SUPPLIER SHALL HAVE THE BURDEN OF PROVING THAT GOOD CAUSE EXISTED.