

AGREEMENT MAY CONTAIN ANY TERM, CONDITION, OR CLAUSE WHICH IS CONTRARY TO THIS SECTION.

REVISOR'S NOTE: This section presently appears as Art. 83, §21G.

Subsection (a) of this section is new language added to avoid undue repetition of the terms contained in it. The word "individual" is substituted for "natural person" to conform to general revision usage.

In subsection (g) of this section, the phrase "and not in lieu of" is deleted as unnecessary since use of the phrase "in addition to" is not intended in any sense to be exclusionary or limiting. The maxim of expressio unius est exclusio alterius and doctrines of similar implication are not intended, therefore, to be made applicable by reason of the deletion.

In this section, the word "merchandise" is substituted for "goods" for purposes of general conformity. (See, e.g., §14-101(d) which now defines "sale" as referring, inter alia, to a sale of "merchandise.") Although present §21G refers to a "sale" which, under present §20(d) as read in conjunction with present §20(b), would appear to include a sale of "intangible" and "real estate," the present use of the term "goods" in §21G implies that the section was only intended to apply to goods and not to intangibles or real property. This revision reflects that implication.

The only other changes are in style.

14-1103. WAIVER BY CONSUMER INVALID IN CERTAIN REPLEVIN ACTIONS.

(A) DEFINITION.

IN THIS SECTION "CONSUMER TRANSACTION" MEANS A TRANSACTION IN WHICH:

(1) CREDIT IS EXTENDED BY ONE REGULARLY ENGAGED IN THE BUSINESS OF EXTENDING CREDIT IN CREDIT TRANSACTIONS OF THE SAME TYPE;

(2) THE CREDITOR ACQUIRES A SECURITY INTEREST IN TANGIBLE PERSONAL PROPERTY OF THE DEBTOR; AND

(3) THE DEBT IS INCURRED BY AN INDIVIDUAL PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.