

(2) THE DEALER IS REQUIRED TO ORDER AND MAINTAIN AN INVENTORY IN EXCESS OF \$25,000 AT CURRENT NET PRICE FROM THE SUPPLIER.

(D) "CURRENT NET PRICE" MEANS THE PRICE LISTED IN THE SUPPLIER'S PRICE LIST IN EFFECT AT THE TIME THE CONTRACT AGREEMENT IS TERMINATED, LESS ANY APPLICABLE DISCOUNT ALLOWED.

(E) "DEALER" MEANS A PERSON:

(1) ENGAGED IN THE BUSINESS OF SELLING, AT RETAIL, CONSTRUCTION, FARM, INDUSTRIAL, OR OUTDOOR POWER EQUIPMENT;

(2) MAINTAINING A TOTAL INVENTORY, VALUED AT OVER \$50,000, OF NEW EQUIPMENT AND REPAIR PARTS; AND

(3) PROVIDING REPAIR SERVICE FOR THE EQUIPMENT SOLD.

(F) "INVENTORY" MEANS THE TRACTORS, IMPLEMENTS, ATTACHMENTS, EQUIPMENT, OR REPAIR PARTS THAT A DEALER PURCHASED FROM A SUPPLIER.

(G) "NET COST" MEANS THE PRICE THE DEALER PAID THE SUPPLIER FOR THE INVENTORY, LESS ALL APPLICABLE DISCOUNTS ALLOWED, PLUS THE AMOUNT THE DEALER PAID FOR FREIGHT COSTS FROM THE SUPPLIER'S LOCATION TO THE DEALER'S LOCATION, PLUS THE REASONABLE COST OF ASSEMBLY PERFORMED BY THE DEALER.

(H) "SUPPLIER" MEANS A WHOLESALER, MANUFACTURER, OR DISTRIBUTOR WHO ENTERS INTO A CONTRACT AGREEMENT WITH A DEALER.

(I) "TERMINATION" MEANS THE TERMINATION, CANCELLATION, NONRENEWAL, OR NONCONTINUATION OF A CONTRACT.

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(A) THIS TITLE DOES NOT REQUIRE A SUPPLIER TO REPURCHASE FROM A DEALER:

(1) A REPAIR PART WITH A LIMITED STORAGE LIFE OR OTHERWISE SUBJECT TO DETERIORATION, SUCH AS A GASKET OR BATTERY;

(2) MULTIPLE PACKAGED REPAIR PARTS IF THE PACKAGE HAS BEEN BROKEN;

(3) A REPAIR PART THAT, BECAUSE OF ITS CONDITION, IS NOT RESALABLE AS A NEW PART WITHOUT REPACKAGING OR RECONDITIONING;

(4) ANY INVENTORY THAT THE DEALER CHOOSES TO RETAIN;
OR