

**322F.8 Supplier liability.**

1. *a.* (1) A dealer may bring a legal action against a supplier for damages sustained by the dealer as a consequence of the supplier's violation of [this chapter](#). A supplier violating [this chapter](#) shall compensate the dealer for damages sustained by the dealer as a consequence of the supplier's violation, together with the actual costs of the action, including reasonable attorney fees.

(2) For a dealership agreement governing equipment other than outdoor power equipment, a dealer may be granted injunctive relief against unlawful termination, cancellation, or the nonrenewal of the dealership agreement, or a substantial change of competitive circumstances as provided in [section 322F.2](#).

(3) For a dealership agreement governing outdoor power equipment, a dealer may be granted injunctive relief against unlawful termination, cancellation, or the nonrenewal of the dealership agreement as provided in [section 322F.2](#).

*b.* The remedies in [this section](#) are in addition to any other remedies permitted by law.

2. *a.* If the payment or allowance of equipment repurchased pursuant to [section 322F.3](#) is not made as required, the amount due bears interest at the rate of one and one-half percent per month calculated from the date that the dealership agreement was terminated.

*b.* If upon termination of a dealership agreement by nonrenewal or cancellation, by a dealer or supplier, the supplier fails to make payment or credit the account of the dealer as provided in [this chapter](#), the supplier is liable in a civil action brought by the dealer for the repurchase amount set forth in [section 322F.3](#), plus interest as calculated pursuant to paragraph "a".

3. The requirements of [this chapter](#) supplement any agreement between a dealer and a supplier. The dealer may elect either to pursue contractual remedies under the dealership agreement or remedies provided under [this chapter](#). An election by the dealer to pursue a remedy provided under [this chapter](#) does not bar the dealer from pursuing any other remedy under law or equity, including contractual remedies. [This chapter](#) does not affect rights of the supplier to charge back to the dealer's accounts amounts previously paid or credited as a discount to the dealer's purchase of goods, including equipment.

90 Acts, ch 1077, §9; 2003 Acts, ch 55, §8, 9