

322C.16 Repurchase or sale of inventory.

1. If a manufacturer-dealer agreement is terminated, canceled, or not renewed by the manufacturer or distributor without good cause, or by a dealer with good cause and, in the case of termination or cancellation, the manufacturer or distributor fails to provide notice or cure the deficiencies claimed by the dealer, the manufacturer or distributor shall, at the dealer's option and within forty-five days after termination, cancellation, or nonrenewal, repurchase all of the following:

a. All new, untitled towable recreational vehicles that the dealer acquired from the manufacturer or distributor within twelve months prior to the effective date of the notice of termination, cancellation, or nonrenewal of the manufacturer-dealer agreement that have not been used other than for demonstration purposes, and that have not been altered or damaged, at one hundred percent of the net invoice cost, including transportation, less applicable rebates and discounts to the dealer. If any of the towable recreational vehicles repurchased pursuant to this paragraph are damaged, but do not require a disclosure under [section 321.69A](#), the amount due to the dealer shall be reduced by the cost to repair the vehicle. Damage incurred by a vehicle prior to delivery to the dealer that was disclosed at the time of delivery shall not disqualify repurchase pursuant to this paragraph.

b. All undamaged proprietary parts for any line-make subject to the termination, cancellation, or nonrenewal that was sold to the dealer for resale within twelve months prior to the effective date of the termination, cancellation, or nonrenewal of the manufacturer-dealer agreement, if accompanied by the original invoice, at one hundred five percent of the original net price paid to the manufacturer or distributor.

c. All properly functioning diagnostic equipment, special tools, current signage, or other equipment and machinery that was purchased by the dealer upon the request of the manufacturer or distributor for any line-make subject to the termination, cancellation, or nonrenewal within five years prior to the effective date of the termination, cancellation, or nonrenewal of the manufacturer-dealer agreement that can no longer be used in the normal course of the dealer's ongoing business.

2. If towable recreational vehicles of a particular line-make subject to a terminated, canceled, or nonrenewed manufacturer-dealer agreement are not repurchased or required to be repurchased pursuant to the agreement, the dealer may continue to sell such vehicles existing in the dealer's inventory until the vehicles are no longer in the dealer's inventory.

2019 Acts, ch 67, §13, 20

Referred to in [§322C.14](#), [322C.15](#)

Section applies to manufacturer-dealer agreements pertaining to the sale of new towable recreational vehicles entered into or renewed on or after January 1, 2020; 2019 Acts, ch 67, §20

NEW section