

16-1403. Change of lawn and garden equipment dealership contracts; restrictions. (a) Whenever any retailer enters into a contract with a supplier and such supplier or retailer terminates, cancels, fails to renew, or in fact substantially discontinues such contract, such supplier shall pay to such retailer, or credit to such retailer's account, if and only to the extent that the retailer has outstanding sums owing the supplier, unless the retailer should desire to keep all or part of such merchandise, a sum equal to 100% of the net cost of all new, unused, undamaged and complete lawn and garden equipment, including transportation charges which have been paid by such retailer, and 95% of the current net prices of new, unused and undamaged repair parts which had previously been purchased from such supplier preceding the date of notification of the termination, and held by such retailer on the date of the cancellation or discontinuance of such contract. The supplier also shall pay such retailer a sum equal to 5% of the current net price of all parts returned for the handling, packing and loading of such parts for return to the supplier, except that such 5% shall not be paid or credited to the retailer if the supplier elects to perform the handling, packing, loading and transportation of the parts itself. Upon the payment of such sum, the title and right of possession of such lawn and garden equipment and repair parts and other equipment shall then pass to the supplier making such payment, and such supplier shall then be entitled to the possession of such lawn and garden equipment and repair parts. All payments required to be made under the provisions of this section must be made within 60 days after the return of the lawn and garden equipment, repair parts or other equipment. After 60 days, all payments or allowances shall include interest calculated from the date of return at the rate prescribed in K.S.A. 16-204, and amendments thereto.

(b) The provisions of this section shall not be construed to affect in any way any security interest which the supplier may have in the inventory of the retailer, except that any repurchase hereunder shall not be subject to the provisions of the bulk sales law or to the claims of any secured or unsecured creditors of the supplier or any assignee or the supplier until such time the retailer has received payment in full, subject to any offset the retailer may owe to the supplier.

History: L. 1992, ch. 40, § 3; L. 2000, ch. 84, § 5; July 1.