

365.810 Prices to be paid by supplier for repurchase of inventory and hardware, software, repair tools, signage and fixtures required by the supplier -- Reimbursement for training.

- (1) (a) The supplier shall repurchase inventory previously purchased from the supplier and held by the retailer on the date of termination of the retail agreement contract. The supplier shall pay one hundred percent (100%) of the net cost, plus any freight charges paid, of all new, unsold, undamaged, and complete farm implements, tractors, farm machinery, utility and industrial equipment, construction and excavating equipment, consumer products, and any attachments for the equipment, and one hundred percent (100%) of the current net price of all new, unused, and undamaged repair parts or superseded parts.
 - (b) The supplier shall repurchase inventory used in demonstrations, including inventory leased or rented primarily for demonstration or lease purposes, at its agreed depreciated value, if the equipment is in like-new condition and has not been damaged.
- (2) The supplier shall pay the retailer five percent (5%) of the current net price on all new, unused, and undamaged repair parts or superseded parts returned to cover the cost of handling, packing, and loading. The supplier may perform the handling, packing, and loading in lieu of paying the five percent (5%) of the current net price for these services.
- (3)
 - (a) The supplier shall purchase from the retailer, at its amortized value, any specific data processing hardware and software and telecommunications equipment that the supplier required the retailer to purchase within five (5) years of the termination of the retail agreement contract.
 - (b) The supplier shall repurchase from the retailer, at seventy-five percent (75%) of the net cost, specialized repair tools purchased within three (3) years of the date of the termination of the retail agreement contract, and, at fifty percent (50%) of the net cost, specialized repair tools purchased more than three (3) but less than six (6) years of the date of the termination of the retail agreement contract if:
 1. The supplier required the purchase;
 2. The retailer held the tools on the date of the termination of the retail agreement contract;
 3. The tools were unique to the supplier's product line; and
 4. The tools were in complete and resalable condition.
- (4) The supplier shall purchase from the retailer, at its amortized value, any specific signage incorporating the supplier's name, logo, tradename, trademark, or other information identifying the supplier or the products manufactured or distributed by the supplier which the supplier expressly required the retailer to purchase in connection with the retail agreement contract.
- (5) If, in a retail agreement contract, the supplier requires the retailer's employees to participate in training programs sponsored or promoted by the supplier, then the

supplier shall reimburse the retailer for any out-of-pocket expenses incurred by the retailer. The reimbursement shall only be required if the training took place within one (1) year of the termination of the retail agreement contract.

- (6) The supplier shall purchase from the retailer, at its amortized value, all trade fixtures and other improvements to the business premises of the retailer that the supplier expressly required the retailer to purchase or acquire in connection with the retail agreement contract.

Effective: April 21, 2004

History: Amended 2004 Ky. Acts ch. 144, sec. 3, effective April 21, 2004. -- Created 1986 Ky. Acts ch. 32, sec. 3, effective February 28, 1986.