

# WEST VIRGINIA CODE: §47-11F-8

## §47-11F-8. Civil remedies applicable.

(a) The provisions of any agreement to the contrary notwithstanding, if a supplier fails or refuses without just cause to repurchase any inventory or portion thereof when required to do so under the provisions of this article within the time periods prescribed thereby, such supplier shall be civilly liable for: (1) 100 percent of the current net price of the inventory or portion thereof not repurchased; (2) the amount the dealer paid for freight costs from the supplier's location to the dealer's location; (3) the reasonable cost of assembly performed by the dealer; (4) reasonable attorney's fees and court costs incurred by the dealer in requiring the supplier to comply with this article of the code; and (5) interest on the current net price of the inventory or portion thereof not repurchased, computed at the prime rate of interest commencing the 91st day after termination of the contract agreement, and recomputed quarterly thereafter.

(b) Any person who suffers monetary loss due to a violation of this article or because he or she refuses to accede to a proposal for an arrangement that, if consummated, is in violation of this article, may bring civil action to enjoin further violation and to recover damages sustained by him or her together with the costs of the suit, including reasonable attorney's fees and court costs.

(c) If there is a failure to provide the required notice of termination or otherwise comply with provisions of this article, the supplier shall be civilly liable for the dealer's loss of business for the time period the supplier is in violation of the notice of termination provisions of the article, plus reasonable attorney's fees and court costs.

(d) The provisions of this section are in addition to all legal or equitable remedies available at law, as well as any remedies available pursuant to any agreement between the supplier and dealer.

(e) A civil action commenced under the provisions of this article may be brought until the expiration of five years after the violation complained of is or reasonably should have been discovered, whichever occurs first.

(f) Subsection (e) of this section applies if a supplier fails or refuses to repurchase a self-propelled vehicle designed for farm use, which is the subject of the contract, with a horse power unit of 20 or greater, and which vehicle is defined in §46A-6A-2 of this code as a "motor vehicle" for purposes the Consumer Protection - New Motor Vehicle Warranties, that has an issue which is not corrected after being returned to the supplier three times.