

Chapter 19.98 RCW
FARM IMPLEMENTS, MACHINERY, PARTS

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RCW 19.98.008 Definitions. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Audit" means a review by a supplier of a dealer's warranty claims records.

(2) "Change in competitive circumstances" means to materially impact a specific dealer's ability to compete with similarly situated dealers selling the same brand of equipment.

(3) "Current net price" means the price charged to a dealer for repair parts as listed in the printed price list, catalog, or electronic catalog of the supplier in effect at the time a warranty claim is made and superseded parts listed in current price lists, catalogs, or electronic catalogs when parts had previously been purchased from the supplier and held by the dealer on the date of the cancellation or discontinuance of a dealer agreement or thereafter received by the dealer from the supplier.

(4) "Dealer" means a person primarily engaged in the retail sale and service of farm equipment, including a person engaged in the retail sale of outdoor power equipment who is primarily engaged in the retail sale and service of farm equipment. Dealer does not include a person primarily engaged in the retail sale of outdoor power equipment or a supplier.

(5) "Dealer agreement" means an oral or written contract or agreement for a definite or indefinite period of time in which a supplier of equipment grants to a dealer permission to use a trade name, service mark, or related characteristic, and where there is a

community of interest in the marketing of equipment or services related to the equipment at wholesale, retail, leasing, or otherwise.

(6) "Dealership" means the retail sale business engaged in by a dealer under a dealer agreement.

(7) "Distributor" means a person who sells or distributes new equipment to dealers or who maintains distributor representatives within the state.

(8) "Distributor branch" means a branch office, maintained by a distributor, that sells or distributes new equipment to dealers. "Distributor branch" includes representatives of the branch office.

(9) (a) "Equipment" includes:

(i) Farm equipment. Farm equipment includes but is not limited to tractors, trailers, combines, tillage implements, balers, and other equipment, including attachments and accessories that are used in the planting, cultivating, irrigation, harvesting, and marketing of agricultural, horticultural, or livestock products.

(ii) Outdoor power equipment. Outdoor power equipment includes self-propelled equipment that is used to maintain commercial, public, or residential lawns and gardens or used in landscape, turf, or golf course maintenance.

(b) "Equipment" does not include motor vehicles designed or intended for use upon public roadways as defined in RCW 46.70.011 or motorcycles as defined in *RCW 46.94.010.

(10) "Factory branch" means a branch office maintained by a manufacturer that makes or assembles equipment for sale to distributors or dealers or that is maintained for directing and supervising the representatives of the manufacturer.

(11) "Factory representative" means a person employed by a manufacturer or by a factory branch for the purpose of selling or promoting the sale of equipment or for supervising, servicing, instructing, or contracting with dealers or prospective dealers.

(12) "Free on board" or "F.O.B." has the same meaning as described in RCW 62A.2-319.

(13) "Geographic market area" means the geographic region for which a particular dealer is responsible for the marketing, selling, leasing, or servicing of equipment pursuant to a dealer agreement.

(14) "Good cause" means failure by a dealer to comply with requirements imposed upon the dealer by the dealer agreement, provided such requirements are not different from those requirements imposed on other similarly situated dealer[s] in the state either by their terms or in the manner of their enforcement.

(15) "Manufacturer" means a person engaged in the business of manufacturing or assembling new and unused equipment.

(16) "Person" includes a natural person, corporation, partnership, trust, or other entity, including any other entity in which it has a majority interest or of which it has control, as well as the individual officers, directors, or other persons in active control of the activities of each entity.

(17) "Similarly situated dealer" means a dealer of comparable geographic location, volume, and market type.

(18) "Supplier" means a person or other entity engaged in the manufacturing, assembly, or wholesale distribution of equipment or repair parts of the equipment. "Supplier" includes any successor in interest, including a purchaser of assets, stock, or a surviving corporation resulting from a merger, liquidation, or reorganization of the original supplier, or any receiver or any trustee of the original supplier.

(19) "Warranty claim" means a claim for payment submitted by a dealer to a supplier for either service, or parts, or both, provided to a customer under a warranty issued by the supplier.

(20) "Wholesaler" means a person who sells or attempts to sell new equipment exclusively to dealers or to other wholesalers. [2002 c 236 § 1.]

***Reviser's note:** RCW 46.94.010 was repealed by 2003 c 354 § 24.

RCW 19.98.010 Cancellation of contract—Parties' duties.

Whenever any person, firm, or corporation engaged in the sale of equipment, repair parts, or services therefor enters into a written or oral contract with a supplier of equipment, or repair parts whereby the dealer agrees to maintain a stock of parts and equipment and either party to such contract desires to cancel or discontinue the contract, unless the dealer should desire to keep such parts and equipment the supplier shall pay the dealer for the equipment and reasonable reimbursement for services performed in connection with assembly and predelivery inspections of the equipment. The payment shall be in the amount of one hundred percent of the net cost of all unused complete equipment, including transportation charges paid by the dealer. Equipment purchased more than twenty-four months prior to the cancellation or discontinuance of the dealer agreement is subject to a weather allowance adjustment. The supplier assumes ownership of new unused complete equipment F.O.B. the dealer location. The supplier shall pay the dealer in the amount of ninety-five percent of the current net prices on repair parts, including superseded parts listed in current price lists, catalogs, or electronic catalogs which parts had previously been purchased from the supplier and held by the dealer on the date of the cancellation or discontinuance of such contract or thereafter received by the dealer from the supplier. The supplier shall also pay the dealer a sum equal to five percent of the current net price of all parts returned for the handling, packing, and loading of such parts for return, unless the supplier elects to catalog or list the inventory and perform packing and loading of the parts itself. However, the provisions of this section shall apply only to repair parts which are new, unused, and in resalable condition. The provisions of this section do not apply to repair parts that were purchased by the dealer in sets of multiple parts unless the sets are complete and in resalable condition, or to parts the supplier can demonstrate were identified as nonreturnable when ordered by the dealer.

Upon the payment of such amounts, the title to the equipment or repair parts shall pass to the supplier making such payment, and the supplier shall be entitled to the possession of such equipment and repair parts.

All payments or allowances of credit due dealers under this section shall be paid or credited by the supplier within ninety days after the return of the repair parts or the transfer of equipment. After the ninety days, all sums of credits due include interest at the rate of eighteen percent per year. Title to equipment, attachments, and accessories is transferred to the supplier F.O.B. the dealer location.

The provisions of this section shall apply to any part return adjustment agreement made between a dealer and a supplier.

A supplier must repurchase specific data processing and computer communications hardware specifically required by the supplier to meet the supplier's minimum requirements and purchased by the dealer in the prior five years and held by the dealer on the date of termination. The supplier must also purchase software required by and sourced from the supplier, provided that the software is used exclusively to support the dealer's business with the supplier. The purchase price is the original net cost to the dealer, less twenty percent per year.

A supplier must repurchase, and the dealer must sell to the supplier, specialized repair tools. As applied in this section, specialized repair tools are defined as those tools required by the supplier and unique to the diagnosis or repair of the supplier's products. For specialized repair tools that are in new, unused condition and are applicable to the supplier's current products, the purchase price is one hundred percent of the original net cost to the dealer. For all other specialized repair tools, the purchase price is the original net cost to the dealer less twenty percent per year.

A supplier must repurchase, and the dealer must sell to the supplier, current signage. As used in this section, "current signage" means the principal outdoor signage required by the supplier that displays the supplier's current logo or similar exclusive identifier, and that identifies the dealer as representing either the supplier or the supplier's products, or both. The purchase price is the original net cost to the dealer less twenty percent per year, but may in no case be less than fifty percent of the original net cost to the dealer.

The provisions of this section shall be supplemental to any agreement between the dealer and the supplier covering the return of equipment and repair parts so that the dealer can elect to pursue either his or her contract remedy or the remedy provided herein, and an election by the dealer to pursue his or her contract remedy shall not bar his or her right to the remedy provided herein as to equipment and repair parts not affected by the contract remedy.

The provisions of this section shall apply to all contracts now in effect which have no expiration date and are a continuing contract, and all other contracts entered into or renewed after January 1, 1976. Any contract in force and effect on January 1, 1976, which by its own terms will terminate on a date subsequent thereto shall be governed by the law as it existed prior to this chapter: PROVIDED, That no contract covered by this chapter may be canceled by any party without good cause. For the purposes of this section, good cause shall include, but shall not be restricted to, the failure of any party to comply with the lawful provisions of the contract, the adjudication of any party to a contract as a bankrupt, wrongful refusal of the supplier to supply equipment and repair parts therefor. [2002 c 236 § 2; 1975 1st ex.s. c 277 § 1.]

RCW 19.98.020 Repurchase payments—Liens and claims. All repurchase payments to dealers made pursuant to RCW 19.98.010 shall be less amounts owed on any lien or claim than outstanding upon such items covered by this section. Any supplier making repurchase payments covered by this chapter to any dealer shall satisfy such secured liens or claims pursuant to Article 62A.9A RCW less any interest owed to the lienholder arising from the financing of such items which shall be paid to any such secured lienholder by the dealer. In no case shall

the supplier, in making payments covered by RCW 19.98.010, pay in excess of those amounts prescribed therein. [2002 c 236 § 3; 2000 c 171 § 66; 1975 1st ex.s. c 277 § 2.]

RCW 19.98.030 Prices—How determined. The prices of equipment and repair parts therefor, required to be paid to any dealer as provided in RCW 19.98.010 shall be determined by taking one hundred percent of the net cost of the invoiced price of equipment and ninety-five percent of the current net price of repair parts therefor as shown upon the supplier's price lists, catalogues, or electronic catalogs in effect at the time such contract is canceled or discontinued.

The supplier assumes transfer of ownership of equipment F.O.B. dealer location. [2002 c 236 § 4; 1975 1st ex.s. c 277 § 3.]

RCW 19.98.040 Failure or refusal to make payments—Civil action. In the event that any supplier of equipment and repair parts, upon cancellation or discontinuation of a contract by either a dealer or supplier, fails or refuses to make payment to such dealer as is required by RCW 19.98.010, the supplier is liable in a civil action to be brought by the dealer for such payments as are required by RCW 19.98.010. [2002 c 236 § 5; 1975 1st ex.s. c 277 § 4.]

RCW 19.98.100 Findings. The legislature of this state finds that the retail distribution and sales of equipment, utilizing independent dealers operating under agreements with suppliers, vitally affects the general economy of the state, public interests, and public welfare and that it is necessary to regulate the business relations between the dealers and the suppliers. [2002 c 236 § 6; 1990 c 124 § 1.]

RCW 19.98.120 Violations. It shall be a violation of this chapter for a supplier to:

(1) Require or attempt to require any dealer to order or accept delivery of any equipment or parts that the dealer has not voluntarily ordered;

(2) Require or attempt to require any dealer to enter into any agreement, whether written or oral, supplementary to an existing dealer agreement with the supplier, unless such supplementary agreement is imposed on other similarly situated dealers in the state;

(3) Refuse to deliver in reasonable quantities and within a reasonable time after receipt of the dealer's order, to any dealer having a dealer agreement for the retail sale of new equipment sold or distributed by the supplier, equipment covered by the dealer agreement specifically advertised or represented by the supplier to be available for immediate delivery. However, the failure to deliver any such equipment shall not be considered a violation of this chapter when deliveries are based on prior ordering histories, the priority given to the sequence in which the orders are received, or manufacturing schedules or if the failure is due to prudent and reasonable restriction on extension of credit by the supplier to the dealer, an act of God, work stoppage or delay due to a strike or labor

difficulty, a bona fide shortage of materials, freight embargo, or other cause over which the supplier has no control;

(4) Terminate, cancel, or fail to renew the dealer agreement of any dealer or substantially change the dealer's competitive circumstances, attempt to terminate or cancel, or threaten to not renew the dealer agreement or to substantially change the competitive circumstances without good cause;

(5) Condition the renewal, continuation, or extension of a dealer agreement on the dealer's substantial renovation of the dealer's place of business or on the construction, purchase, acquisition, or rental of a new place of business by the dealer unless: The supplier has advised the dealer in writing of its demand for such renovation, construction, purchase, acquisition, or rental within a reasonable time prior to the effective date of the proposed date of renewal or extensions, but in no case less than one year; the supplier demonstrates the need for such change in the place of business and the reasonableness of the demand with respect to marketing and servicing the supplier's product and any economic conditions existing at the time in the dealer's trade area; and the dealer does not make a good faith effort to complete the construction or renovation plans within one year;

(6) Discriminate in the prices charged for equipment of like grade, quality, and brand sold by the supplier to similarly situated dealers in this state. This subsection does not prevent the use of differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are sold or delivered: PROVIDED, That nothing shall prevent a supplier from offering a lower price in order to meet an equally low price of a competitor, or the services or facilities furnished by a competitor;

(7) Prevent, by contract or otherwise, any equipment dealer from changing the capital structure of the equipment dealership or the means by which the equipment dealership is financed, provided the equipment dealer at all times meets any reasonable capital standards imposed by the supplier or as otherwise agreed to between the equipment dealer and supplier, and provided this change by the equipment dealer does not result in a change of the controlling interest in the executive management or board of directors, or any guarantors of the equipment dealership;

(8) Prevent, by contract or otherwise, any equipment dealer or any officer, member, partner, or stockholder of any equipment dealer from selling or transferring any part of the interest of any of them to any other party or parties. However, no equipment dealer, officer, partner, member, or stockholder has the right to sell, transfer, or assign the equipment dealership or power of management or control of the dealership without the written consent of the supplier. Should a supplier determine that the designated transferee is not acceptable, the supplier shall provide the equipment dealer with written notice of the supplier's objection and specific reasons for withholding its consent;

(9) Withhold consent to a transfer of interest in an equipment dealership unless, with due regard to regional market conditions and distribution economies, the dealer's area of responsibility or trade area does not afford sufficient sales potential to reasonably support a dealer. In any dispute between a supplier and an equipment dealer, the supplier bears the burden of proving that the dealer's area of responsibility or trade area does not afford sufficient sales

potential to reasonably support a dealer. The proof offered must be in writing. The provisions of this subsection do not preclude any other basis for a supplier to withhold consent to a transfer of interest in an equipment dealer;

(10) Fail to compensate a dealer for preparation and delivery of equipment that the supplier sells or leases for use within this state and that the dealer prepares for delivery and delivers;

(11) Require a dealer to assent to a release, assignment, novation, waiver, or estoppel that would relieve any person from liability imposed by this chapter; or

(12)(a) Unreasonably withhold consent, in the event of the death of the dealer or the principal owner of the dealership, to the transfer of the dealer's interest in the dealership to another qualified individual if the qualified individual meets the reasonable financial, business experience, and character standards required by the supplier. Should a supplier determine that the designated qualified individual does not meet those reasonable written standards, it shall provide the dealership, heirs to the dealership, or the estate of the dealer with written notice of its objection and specific reasons for withholding its consent. A supplier shall have sixty days to consider a dealer's request to make a transfer. If the qualified individual reasonably satisfies the supplier's objections within sixty days, the supplier shall approve the transfer. Nothing in this section shall entitle a qualified individual to continue to operate the dealership without the consent of the supplier.

(b) If a supplier and dealer have duly executed an agreement concerning succession rights prior to the dealer's death and the agreement has not been revoked, the agreement shall be observed even if it designates someone other than the surviving spouse or heirs of the decedent as the successor. [2002 c 236 § 7; 1990 c 124 § 3.]

RCW 19.98.130 Termination, cancellation, or nonrenewal of dealer agreement—Notice.

(1) Except where a grounds for termination or nonrenewal of a dealer agreement or a substantial change in a dealer's competitive circumstances are contained in subsection (2)(a), (b), (c), (d), (e), or (f) of this section, a supplier shall give a dealer ninety days' written notice of the supplier's intent to terminate, cancel, or not renew a dealer agreement or substantially change the dealer's competitive circumstances. The notice shall state all reasons constituting good cause for termination, cancellation, or nonrenewal and shall provide, except for termination pursuant to subsection (2)(a), (b), (c), (d), or (e) of this section, that the dealer has sixty days in which to cure any claimed deficiency. If the deficiency is rectified within sixty days, the notice shall be void. The contractual terms of the dealer agreement shall not expire or the dealer's competitive circumstances shall not be substantially changed without the written consent of the dealer prior to the expiration of at least ninety days following such notice.

(2) As used in RCW 19.98.100 through 19.98.150 and 19.98.911, a termination by a supplier of a dealer agreement shall be with good cause when the dealer:

(a) Has transferred a controlling ownership interest in the dealership without the supplier's consent;

(b) Has made a material misrepresentation to the supplier;

(c) Has filed a voluntary petition in bankruptcy or has had an involuntary petition in bankruptcy filed against the dealer which has not been discharged within sixty days after the filing, is in default under the provisions of a security agreement in effect with the supplier, or is insolvent or in receivership;

(d) Has been convicted of a crime, punishable for a term of imprisonment for one year or more;

(e) Has failed to operate in the normal course of business for ten consecutive business days or has terminated the business;

(f) Has relocated the dealer's place of business without supplier's consent;

(g) Has consistently engaged in business practices that are detrimental to the consumer or supplier by way of excessive pricing, misleading advertising, or failure to provide service and replacement parts or perform warranty obligations;

(h) Has inadequately represented the supplier over a measured period causing lack of performance in sales, service, or warranty areas and failed to achieve market penetration at levels consistent with similarly situated dealerships in the state based on available record information;

(i) Has consistently failed to meet building and housekeeping requirements or failed to provide adequate sales, service, or parts personnel commensurate with the dealer agreement;

(j) Has consistently failed to comply with the applicable licensing laws pertaining to the products and services being represented for and on supplier's behalf; or

(k) Has consistently failed to comply with the terms of the dealer agreement.

(3) (a) Notwithstanding the provisions of subsections (1) and (2) of this section, before the termination or nonrenewal of a dealer agreement based upon a supplier's claim that the dealer has failed to meet reasonable marketing criteria or market penetration, the supplier shall provide written notice of its intention at least one year in advance.

(b) Upon the end of the one-year period established in this subsection (3), the supplier may terminate or elect not to renew the dealer agreement only upon written notice specifying the reasons for determining that the dealer failed to meet reasonable marketing criteria or market penetration. The notice must specify that termination or nonrenewal is effective one hundred eighty days from the date of the notice. [2002 c 236 § 8; 1990 c 124 § 4.]

RCW 19.98.140 Actions against suppliers—Remedies. Any equipment dealer may bring an action against a supplier in any court of competent jurisdiction for damages sustained by the equipment dealer as a consequence of the supplier's violation including requiring the supplier to repurchase at fair market value any data processing hardware and specialized repair tools and equipment previously purchased pursuant to requirements of the supplier, compensation for any loss of business, and the actual costs of the action, including reasonable attorneys' fees. The equipment dealer may also be granted injunctive relief against unlawful termination, cancellation, nonrenewal, or substantial change in competitive circumstances. The remedies set forth in this action shall not be deemed exclusive and shall be in addition to any other remedies

permitted by law. Nothing in this section is intended to prevent any court from awarding to the supplier actual costs of the action, including reasonable attorney's fees if the action is deemed frivolous. [1990 c 124 § 5.]

RCW 19.98.150 Successors in interest. The obligations of any supplier under this chapter are applied to any successor in interest or assignee of the supplier. A successor in interest includes any purchaser of assets or stock, any surviving corporation resulting from merger or liquidation, and any receiver or any trustee of the original supplier. [1990 c 124 § 6.]

RCW 19.98.160 Establishment of new dealership—Supplier's duties. When a supplier enters into an agreement to establish a new dealer or dealership or to relocate a current dealer or dealership for a particular product line or make of equipment, the supplier must give written notice of such an agreement by certified mail to all existing dealers or dealerships whose assigned area of responsibility is contiguous to the new dealer or dealership location. If no area of responsibility has been assigned then the supplier must give written notice of such an agreement by certified mail to the dealers or dealerships within a seventy-five mile radius of the new dealer location. The supplier must provide in its written notice the following information about the proposed new or relocated dealer or dealership:

- (1) The proposed location;
- (2) The proposed date for commencement of operation at the new location; and
- (3) The identities of all existing dealers or dealerships or dealerships whose assigned area of responsibility is contiguous to the new dealer or dealership location. If no area of responsibility has been assigned then the supplier must give written notice of such an agreement by certified mail to the dealers or dealerships located within a seventy-five mile radius of the new dealer location. [2002 c 236 § 9.]

RCW 19.98.170 Warranty claims. (1) In the event a warranty claim is submitted by a dealer to a supplier while a dealer agreement is in effect, or after the termination of a dealer agreement, if the claim is for work performed before the effective date of the dealer agreement termination:

(a) A supplier shall fulfill any warranty agreement with each of its dealers for labor and parts relative to repairs of equipment covered by the terms of such an agreement.

(b) The supplier must approve or disapprove, in writing, any claim submitted by a dealer for warranty compensation for labor or parts within thirty days of receipt of such a claim by the supplier.

(c) The supplier must pay to the submitting dealer any approved dealer claim within thirty days following approval of such a claim.

(d) If a supplier disapproves a dealer warranty claim, the supplier must state the specific reasons for rejecting the claim in its written notification required by (b) of this subsection.

(e) A claim that is disapproved by the supplier based upon the dealer's failure to properly follow the procedural or technical requirements for submission of warranty claims may be resubmitted in proper form by the dealer within thirty days of receipt by the dealer of the supplier's notification of such a disapproval.

(f) A claim that is not specifically disapproved, in writing, by the supplier within thirty days following the supplier's receipt of such a claim is conclusively deemed to be approved and must be paid to the submitting dealer within thirty days following expiration of the notification period established in (b) of this subsection.

(g) A supplier may audit warranty claims submitted by its dealers for a period of up to one year following payment of the claims, and may charge back to its dealers any amounts paid based upon claims shown by audit to be false. The supplier has the right to adjust claims for errors discovered during the audit, and if necessary, to adjust claims paid in error.

(2) A supplier must compensate its dealers for warranty claims pursuant to the following schedule:

(a) Reasonable compensation must be made by the supplier for costs associated with diagnostic work, repair service, parts, and labor that are related to warranted repairs;

(b) Time allowances for diagnosis and performance of warranty work and service must be adequate for the work being performed;

(c) The hourly labor rate for which the dealer is compensated may not be less than the rate charged by the dealer for like services provided to nonwarranty customers for nonwarranted service; and

(d) Compensation for parts used in the performance of a warranted repair may not be less than the amount paid by the dealer to obtain the parts, plus a reasonable allowance for shipping and handling.

(3) Notwithstanding the provisions of subsections (1) and (2) of this section, a supplier may withhold payment of a warranty claim as setoff against reasonable obligations otherwise owed by the dealer to the supplier.

(4) Notwithstanding the provisions of subsection (2) of this section, a dealer may accept the supplier's reimbursement terms and conditions in lieu of the terms and conditions set forth in subsection (2) of this section. [2002 c 236 § 10.]

RCW 19.98.180 Audit of warranty claims. A supplier may not audit a dealer's records with respect to any warranty claim submitted more than one year before the audit, unless a false claim is disclosed. However, the supplier has the right to audit warranty claims submitted more than one year before the audit when the audit discloses a false claim. [2002 c 236 § 11.]

RCW 19.98.190 Civil action—Award. (1) In the event that the supplier fails to make payment in accordance with the terms of RCW 19.98.170 or violates any other provisions of RCW 19.98.170 or 19.98.180, a dealer may bring an action in a court of competent jurisdiction to obtain payment of a warranty claim submitted to a supplier.

(2) In the event that the court finds that the supplier has failed to make payment in accordance with the terms of RCW 19.98.170 or has violated any other provisions of RCW 19.98.170 or 19.98.180,

the court shall award the dealer costs and reasonable attorneys' fees.
[2002 c 236 § 12.]

RCW 19.98.200 Supplier-required work. (1) In the event a supplier requires the dealer to work on equipment to enhance the safe operation of the equipment, the supplier must reimburse the dealer for parts, labor, and transportation of equipment or personnel to perform the work on equipment covered by the requirements of the supplier.

(2) In the event a supplier requires the dealer to perform product improvement work on equipment, the supplier must reimburse the dealer for parts and labor.

(3) For purposes of this section, a supplier must compensate its dealers pursuant to the following schedule:

(a) The hourly labor rate for which the dealer is compensated may not be less than the rate charged by the dealer for like services provided; and

(b) Compensation for parts used in the performance of safety enhancements or product improvements as requested by the supplier may not be less than the amount paid by the dealer to obtain the parts, plus a reasonable allowance for shipping and handling.

(4) Notwithstanding the provisions of subsection (3) of this section, a dealer may accept the supplier's reimbursement terms and conditions in lieu of the terms and conditions set forth in subsection (3) of this section. [2002 c 236 § 13.]

RCW 19.98.210 Arbitration—Dealer's cause of action against supplier—Remedies not exclusive. (1) Any party to a dealer agreement aggrieved by the conduct of the other party to the agreement with respect to the provisions of this chapter may seek arbitration of the issues involved in the decision of the other party under the provisions of *RCW 7.04.010 through 7.04.210. The arbitration is pursuant to the commercial arbitration rules of the American arbitration association. The findings and conclusions of the arbitrator or panel of arbitrators is binding upon both parties. Upon demand for arbitration by one party, it is presumed for purposes of the provisions of *RCW 7.04.010 through 7.04.210 that the parties have consented to arbitration, and that the costs of witness fees and other fees in the case, together with reasonable attorneys' fees, must be paid by the losing party.

(2) Notwithstanding subsection (1) of this section, any dealer has a cause of action against a supplier for damages sustained by the dealer as a consequence of the supplier's violation of any provisions of RCW 19.98.120 or 19.98.130, together with the actual costs of such action, including reasonable attorneys' fees.

(3) The dealer may also be granted injunctive relief against unlawful termination, cancellation, nonrenewal, or change in competitive circumstances as determined under subsection (1) of this section or by a court.

(4) The remedies set forth in this section may not be considered exclusive and are in addition to any other remedies permitted by law, unless the parties have chosen binding arbitration under subsection (1) of this section. [2002 c 236 § 14.]

***Reviser's note:** RCW 7.04.010 through 7.04.210 were repealed by 2005 c 433 § 50, effective January 1, 2006.

RCW 19.98.900 Effective date—1975 1st ex.s. c 277. This act shall take effect on January 1, 1976. [1975 1st ex.s. c 277 § 6.]

RCW 19.98.911 Severability—1990 c 124. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected. [1990 c 124 § 7.]

RCW 19.98.912 Effective date—Application—1990 c 124. This act shall take effect July 1, 1990, and shall apply to all dealer agreements then in effect that have no expiration date and are a continuing agreement and to all other dealer agreements entered into or renewed on or after July 1, 1990. [1990 c 124 § 9.]

RCW 19.98.913 Construction—Chapter applicable to state registered domestic partnerships—2009 c 521. For the purposes of this chapter, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to state registered domestic partnerships or individuals in state registered domestic partnerships as well as to marital relationships and married persons, and references to dissolution of marriage shall apply equally to state registered domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary to implement chapter 521, Laws of 2009, gender-specific terms such as husband and wife used in any statute, rule, or other law shall be construed to be gender neutral, and applicable to individuals in state registered domestic partnerships. [2009 c 521 § 56.]