



126th MAINE LEGISLATURE

FIRST REGULAR SESSION-2013

Legislative Document

No. 1482

S.P. 544

In Senate, April 30, 2013

An Act To Amend the Motor Vehicle Franchise Laws

Reference to the Committee on Labor, Commerce, Research and Economic Development suggested and ordered printed.

A handwritten signature in black ink, appearing to read 'D M Grant'.

DAREK M. GRANT
Secretary of the Senate

Presented by Senator CAIN of Penobscot.
Cosponsored by Representative FREDETTE of Newport and
Senators: President ALFOND of Cumberland, KATZ of Kennebec, THIBODEAU of Waldo,
Representatives: BERRY of Bowdoinham, HERBIG of Belfast, McCABE of Skowhegan,
WILLETTE of Mapleton.

1 **Be it enacted by the People of the State of Maine as follows:**

2 **Sec. 1. 10 MRSA §1171, sub-§3-A** is enacted to read:

3 **3-A. Essential tool.** "Essential tool" means a tool, implement or other device,
4 including but not limited to a tablet, scanner, diagnostic machine, computer, computer
5 program, computer software, website, website portal or similar tool, with respect to which
6 there is no other similar tool or device available from any source other than the
7 manufacturer or the representative of a manufacturer that will perform the function
8 necessary to the diagnosis or repair of a manufacturer's express warranty claim on a new
9 motor vehicle.

10 **Sec. 2. 10 MRSA §1174, sub-§3, ¶A,** as amended by PL 1997, c. 521, §8, is
11 further amended to read:

12 A. To refuse to deliver in reasonable quantities and within a reasonable time after
13 receipt of a dealer's order to any motor vehicle dealer having a franchise or
14 contractual arrangement for the retail sale of new motor vehicles sold or distributed
15 by that manufacturer, distributor, distributor branch or division, factory branch or
16 division any motor vehicles or parts or accessories to motor vehicles covered by that
17 franchise or contract specifically publicly advertised by that manufacturer,
18 distributor, distributor branch or division, factory branch or division or wholesale
19 branch or division to be available for delivery. The allocation of new motor vehicles
20 in this State must be made on a fair and equitable basis and must consider the needs
21 of those dealerships with a relevant market area radius of more than 5 miles as
22 defined in section 1174-A, subsection 1. The manufacturer has the burden of
23 establishing the fairness of its allocation system. A failure by a manufacturer to
24 provide to a dealer a fair and adequate supply and mix of vehicles, including the
25 allocation of vehicles under any separate dealer designation, including but not limited
26 to "premier," "business class or elite" or any other designation not enjoyed by, or
27 available to, all new motor vehicle dealers for that franchise, precludes a
28 manufacturer from terminating a new motor vehicle dealer for inadequate sales or
29 market penetration. The delivery to another dealer of a motor vehicle of the same
30 model and similarly equipped as the vehicle ordered by a motor vehicle dealer who
31 has not received delivery of the vehicle, but who had placed a written order for the
32 vehicle prior to the order of the dealer who receives the vehicle, or the failure to
33 deliver such vehicles if the failure results in whole or part in an increase in the
34 dealer's so-called day's supply, is evidence of a delayed delivery of, or refusal to
35 deliver, a new motor vehicle to a motor vehicle dealer within a reasonable time,
36 without cause. The failure to deliver any motor vehicle is not considered a violation
37 of this chapter if the failure is due to an act of God, work stoppage or delay due to a
38 strike or labor difficulty, shortage of materials, freight embargo or other cause over
39 which the manufacturer, distributor or any agent of the manufacturer or distributor
40 has no control. A separate dealer agreement is not required of a new motor vehicle
41 dealer already a party to a dealer agreement or franchise agreement for the retail sale
42 of any particular new motor vehicle model made or distributed by a manufacturer,
43 distributor, distributor branch or division, factory branch or division, wholesale
44 branch or division or officer, agent or other representative thereof, except that a

1 manufacturer or distributor may require a dealer to purchase special tools or
2 equipment, stock reasonable quantities of certain parts, purchase reasonable
3 quantities of promotional materials or participate in training programs that are
4 reasonably necessary for the dealer to sell or service such a new motor vehicle model.
5 Any special tools, parts or signs not used within 2 years of receipt by the dealer may
6 be returned by the dealer to the manufacturer or distributor for a full refund of cost of
7 those special tools, parts and signs;

8 **Sec. 3. 10 MRSA §1174, sub-§3, ¶F-1**, as enacted by PL 1999, c. 766, §1, is
9 amended to read:

10 F-1. To vary or change the cost or the markup in any fashion or through any device
11 whatsoever to any dealer for any motor vehicle of that line make based on:

12 (1) The purchase by any dealer of furniture or other fixtures from any particular
13 source; or

14 (2) The purchase by any dealer of computers or other technology from any
15 particular source;

16 A manufacturer that designates any tool as special or essential, or who requires the
17 purchase of hardware or software, whether or not designated as an essential tool, may
18 recover from the dealer only its actual costs of providing any such tool, the actual
19 costs of user or maintenance fees or other costs of any nature of software for any such
20 tool;

21 **Sec. 4. 10 MRSA §1174, sub-§3, ¶N**, as amended by PL 2009, c. 367, §2, is
22 further amended to read:

23 N. To require any new motor vehicle dealer to change the location of the new motor
24 vehicle dealership or during the course of the agreement or as a condition of renewal
25 of a franchise agreement to make any substantial alterations to the dealership
26 premises when to do so would be unreasonable. A manufacturer may not require any
27 substantial alterations or renovations to the dealership's premises without written
28 assurance of a sufficient supply of new motor vehicles so as to justify an expansion in
29 light of the current market and economic conditions, require any new motor vehicle
30 dealer to use a specific service provider in relation to any dealership premises or
31 facilities alterations or renovations, including but not limited to architecture, signage,
32 materials or construction, require any substantial renovation or alteration to
33 dealership premises or facilities without providing a dealer-specific detailed
34 economic analysis of the impact of any such alterations or renovations on sales and
35 service and dealer profitability that substantiates the need for those alterations or
36 renovations or require a new motor vehicle dealer to make any substantial alterations
37 or renovations more than once every 10 years;

38 **Sec. 5. 10 MRSA §1174, sub-§3, ¶¶V and W** are enacted to read:

39 V. Except as expressly authorized in this paragraph, to require a motor vehicle dealer
40 to provide its customer lists, customer information, consumer contact information,
41 transaction data or service files.

42 (1) The following definitions apply to this paragraph:

1 (a) "Dealer management computer system" means a computer hardware and
2 software system that is owned or leased by the dealer, including a dealer's use
3 of web applications, software or hardware, whether located at the dealership
4 or provided at a remote location, and that provides access to customer records
5 and transactions by a motor vehicle dealer and that allows the motor vehicle
6 dealer timely information in order to sell vehicles, parts or services through
7 that motor vehicle dealership.

8 (b) "Dealer management computer system vendor" means a seller or reseller
9 of dealer management computer systems or a 3rd party working pursuant to a
10 contract with or to the benefit of a manufacturer.

11 (c) "Security breach" means an incident of unauthorized access to and
12 acquisition of records or data containing dealership or dealership customer
13 information through which unauthorized use of the dealership or dealership
14 customer information has occurred or is reasonably likely to occur or that
15 creates material risk of harm to a dealership or a dealership's customer. An
16 incident of unauthorized access to and acquisition of records or data
17 containing dealership or dealership customer information, or an incident of
18 disclosure of dealership customer information to one or more 3rd parties that
19 was not specifically authorized by the dealer or customer, constitutes a
20 security breach.

21 (2) Any requirement by a manufacturer, distributor, wholesaler, distributor
22 branch or division, factory branch or division, wholesale branch or division or
23 officer, agent or other representative thereof that a new motor vehicle dealer
24 provide its customer lists, customer information, consumer contact information,
25 transaction data or service files as a condition of the dealer's participation in any
26 incentive program or contest, for a customer or dealer to receive any incentive
27 payments otherwise earned under an incentive program or contest, for the dealer
28 to obtain customers or customer leads or for the dealer to receive any other
29 benefits, rights, merchandise or services that the dealer would otherwise be
30 entitled to obtain under the franchise or any other contract or agreement or that
31 are customarily provided to dealers is voidable at the option of the dealer, unless
32 all of the following conditions are satisfied:

33 (a) The customer information requested relates solely to the specific program
34 requirements or goals associated with such manufacturers' or distributors'
35 own new vehicle makes or specific vehicles of their own make that are
36 certified preowned vehicles and the dealer is not required to provide general
37 customer information or other information related to the dealer;

38 (b) The requirement is lawful and would not require the dealer to allow any
39 customer the right to opt out under the federal Gramm-Leach-Bliley Act, 15
40 United States Code, Chapter 94, Subchapter I; and

41 (c) The dealer is not required to allow the manufacturer, distributor or a 3rd
42 party to have direct access to the dealer's dealer management computer
43 system, but the dealer is instead permitted to provide the same dealer,
44 consumer or customer data or information specified by the manufacturer or
45 distributor by timely obtaining and pushing or otherwise furnishing the

1 required data in a widely accepted file format in accordance with
2 subparagraph (11).

3 (3) Nothing contained in this section limits the ability of a manufacturer,
4 distributor, wholesaler, distributor branch or division, factory branch or division,
5 wholesale branch or division or officer, agent or other representative thereof to
6 require that the dealer provide, or use in accordance with law, customer
7 information related solely to that manufacturer or distributor's own vehicle makes
8 to the extent necessary to:

- 9 (a) Satisfy any safety or recall notice obligations;
- 10 (b) Complete the sale and delivery of a new motor vehicle to a customer;
- 11 (c) Validate and pay customer or dealer incentives; or
- 12 (d) Submit to the manufacturer, distributor, wholesaler, distributor branch or
13 division, factory branch or division, wholesale branch or division or officer,
14 agent or other representative thereof claims under section 1176.

15 (4) At the request of a manufacturer, distributor, wholesaler, distributor branch
16 or division, factory branch or division, wholesale branch or division or officer,
17 agent or other representative thereof, a dealer may be required to provide
18 customer information related solely to that manufacturer's, distributor's,
19 wholesaler's, distributor branch's or division's, factory branch's or division's or
20 wholesale branch's or division's own vehicle makes for reasonable marketing
21 purposes, market research, consumer surveys, market analysis and dealership
22 performance analysis, except that the dealer is required to provide such customer
23 information only if the provision of the information is lawfully permissible, the
24 requested information relates solely to specific program requirements or goals
25 associated with the manufacturer's or distributor's own vehicle makes and does
26 not require the dealer to provide general customer information or other
27 information related to the dealer and the requested information can be provided
28 without requiring that the dealer allow any customer the right to opt out under the
29 federal Gramm-Leach-Bliley Act, 15 United States Code, Chapter 94, Subchapter
30 I.

31 (5) A manufacturer, distributor, wholesaler, distributor branch or division,
32 factory branch or division, wholesale branch or division or officer, agent or other
33 representative thereof may not access or obtain dealer or customer data from or
34 write dealer or customer data to a dealer management computer system used by a
35 motor vehicle dealer or require or coerce a motor vehicle dealer to use a
36 particular dealer management computer system, unless the dealer management
37 computer system allows the dealer to reasonably maintain the security, integrity
38 and confidentiality of the data maintained in the system. Any fees, costs,
39 assessments or other charges of any kind whatsoever charged by a manufacturer
40 to provide hardware or software for a dealer management computer system may
41 not exceed the actual incremental cost to the manufacturer or distributor. A
42 manufacturer, distributor, wholesaler, distributor branch or division, factory
43 branch or division, wholesale branch or division or officer, agent, dealer
44 management computer system vendor or other representative thereof, or a 3rd

1 party acting on behalf of a manufacturer, distributor, wholesaler, distributor
2 branch or division, factory branch or division, wholesale branch or division or
3 officer, agency, dealer management computer system vendor or other
4 representative thereof, may not prohibit a dealer from providing a means to
5 regularly and continually monitor the specific data accessed from or written to
6 the dealer's dealer management computer system and from complying with
7 applicable state and federal laws, rules and regulations. Nothing in this
8 subparagraph imposes an obligation on a manufacturer, distributor, wholesaler,
9 distributor branch or division, factory branch or division, wholesale branch or
10 division or officer, agent, dealer management computer system vendor or other
11 representative thereof, or a 3rd party acting on behalf of a manufacturer,
12 distributor, wholesaler, distributor branch or division, factory branch or division,
13 wholesale branch or division or officer, agency, dealer management computer
14 system vendor or other representative thereof, to provide such capability.

15 (6) A manufacturer, distributor, wholesaler, distributor branch or division,
16 factory branch or division, wholesale branch or division or officer, agent or other
17 representative thereof or dealer management computer system vendor, or a 3rd
18 party acting on behalf of a manufacturer, distributor, wholesaler, distributor
19 branch or division, factory branch or division, wholesale branch or division or
20 officer, agent or other representative thereof or dealer management computer
21 system vendor may not access or use customer or prospect information
22 maintained in a dealer management computer system used by a motor vehicle
23 dealer for purposes of soliciting a customer or prospect on behalf of, or directing
24 a customer or prospect to, any other dealer. The limitations in this subsection do
25 not apply to:

26 (a) A customer that requests a reference to another dealership;

27 (b) A customer that moves more than 100 miles away from the dealer whose
28 data were accessed;

29 (c) Customer or prospect information that was provided to the dealer by the
30 manufacturer, distributor, wholesaler, distributor branch or division, factory
31 branch or division, wholesale branch or division or officer, agent or other
32 representative thereof; or

33 (d) Customer or prospect information obtained by the manufacturer,
34 distributor, wholesaler, distributor branch or division, factory branch or
35 division, wholesale branch or division or officer, agent or other
36 representative thereof in which the dealer agrees to allow the manufacturer,
37 distributor, wholesaler, distributor branch or division, factory branch or
38 division, wholesale branch or division or officer, agent or other
39 representative thereof or dealer management computer system vendor or a
40 3rd party acting on behalf of a manufacturer, distributor, wholesaler,
41 distributor branch or division, factory branch or division, wholesale branch or
42 division or officer, agent or other representative thereof or dealer
43 management computer system vendor the right to access and use the
44 customer or prospect information maintained in the dealer's dealer
45 management computer system for purposes of soliciting a customer or

1 prospect of the dealer on behalf of or directing a customer or prospect to any
2 other dealer in a separate, stand-alone written instrument dedicated solely to
3 such an authorization.

4 (7) A manufacturer, distributor, wholesaler, distributor branch or division,
5 factory branch or division, wholesale branch or division or officer, agent or other
6 representative thereof or dealer management computer system vendor or a 3rd
7 party acting on behalf of a manufacturer, distributor, wholesaler, distributor
8 branch or division, factory branch or division, wholesale branch or division or
9 officer, agent or other representative thereof or dealer management computer
10 system vendor may not provide access to customer or dealership information
11 maintained in a dealer management computer system used by a motor vehicle
12 dealer without first obtaining the dealer's prior express written consent, revocable
13 by the dealer upon 5 days' written notice, to provide such access. Prior to
14 obtaining such consent and prior to entering into an initial contract or renewal of
15 a contract with a dealer, the manufacturer, distributor, wholesaler, distributor
16 branch or division, factory branch or division, wholesale branch or division or
17 officer, agent or other representative thereof or dealer management computer
18 system vendor or a 3rd party acting on behalf of or through a manufacturer,
19 distributor, wholesaler, distributor branch or division, factory branch or division,
20 wholesale branch or division or officer, agent or other representative thereof or
21 dealer management computer system vendor shall provide to the dealer a written
22 list of all specific 3rd parties to whom any data obtained from the dealer have
23 actually been provided within the 12-month period ending November 1st of the
24 prior year. The list must describe the scope and specific fields of the data
25 provided. In addition to the initial list, a dealer management computer system
26 vendor or a 3rd party acting on behalf of or through a dealer management
27 computer system vendor must provide to the dealer an annual list of 3rd parties to
28 whom such data are actually being provided on November 1st of each year and to
29 whom the data have actually been provided in the preceding 12 months and
30 describe the scope and specific fields of the data provided. Lists required
31 pursuant to this subparagraph must be provided to the dealer by January 1st of
32 each year. A dealer management computer system vendor's contract that directly
33 relates to the transfer or accessing of dealer or dealer customer information must
34 conspicuously state: "NOTICE TO DEALER: THIS AGREEMENT RELATES
35 TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL
36 INFORMATION AND CONSUMER-RELATED DATA." Consent in
37 accordance with this subparagraph does not change any such person's obligations
38 to comply with the terms of this section and any additional state or federal laws,
39 rules and regulations. A dealer management computer system vendor may not
40 refuse to provide a dealer management computer system to a motor vehicle dealer
41 if the dealer refuses to provide consent under this subparagraph.

42 (8) A dealer management computer system vendor or 3rd party acting on behalf
43 of or through a dealer management computer system vendor may not access or
44 obtain data from or write data to a dealer management computer system used by a
45 motor vehicle dealer unless the dealer management computer system allows the
46 dealer to reasonably maintain the security, integrity and confidentiality of
47 customer and dealer information maintained in the system. A dealer management

1 computer system vendor or 3rd party acting on behalf of or through a dealer
2 management computer system vendor may not prohibit a dealer from providing a
3 means to regularly and continually monitor the specific data accessed from or
4 written to the dealer management computer system and from complying with
5 applicable state and federal laws, rules and regulations. This subparagraph does
6 not impose on a manufacturer, distributor, wholesaler, distributor branch or
7 division, factory branch or division, wholesale branch or division or officer, agent
8 or other representative thereof or dealer management computer system vendor or
9 a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler,
10 distributor branch or division, factory branch or division, wholesale branch or
11 division or officer, agent or other representative thereof or dealer management
12 computer system vendor an obligation to provide such capability.

13 (9) A manufacturer, distributor, wholesaler, distributor branch or division,
14 factory branch or division, wholesale branch or division or officer, agent or other
15 representative thereof or dealer management computer system vendor or a 3rd
16 party acting on behalf of or through a manufacturer, distributor, wholesaler,
17 distributor branch or division, factory branch or division, wholesale branch or
18 division or officer, agent or other representative thereof or dealer management
19 computer system vendor that has electronic access to customer or motor vehicle
20 dealership data in a dealer management computer system used by a motor vehicle
21 dealer shall provide notice to the dealer of any security breach of dealership or
22 customer data obtained through that access, which at the time of the security
23 breach was in the possession or custody of the manufacturer, distributor,
24 wholesaler, distributor branch or division, factory branch or division, wholesale
25 branch or division or officer, agent or other representative thereof or dealer
26 management computer system vendor or a 3rd party. The disclosure notification
27 must be made without unreasonable delay by the manufacturer, distributor,
28 wholesaler, distributor branch or division, factory branch or division, wholesale
29 branch or division or officer, agent or other representative thereof or dealer
30 management computer system vendor or a 3rd party following discovery by the
31 person, or notification to the person, of the security breach. The disclosure
32 notification must describe measures reasonably necessary to determine the scope
33 of the security breach and corrective actions that may be taken in an effort to
34 restore the integrity, security and confidentiality of the data; these measures and
35 corrective actions must be implemented as soon as practicable by all persons
36 responsible for the security breach.

37 (10) Nothing in this section precludes, prohibits or denies the right of the
38 manufacturer, distributor, wholesaler, distributor branch or division, factory
39 branch or division, wholesale branch or division or officer, agent or other
40 representative thereof to receive customer or dealership information from a motor
41 vehicle dealer for the purposes of complying with federal or state safety
42 requirements or implement any steps related to manufacturer recalls at such times
43 as necessary in order to comply with federal and state requirements or
44 manufacturer recalls as long as receiving this information from the dealer does
45 not impair, alter or reduce the security, integrity and confidentiality of the
46 customer and dealership information collected or generated by the dealer.

1 (11) Notwithstanding any of the terms or provisions contained in this
2 subparagraph or in any consent, authorization, release, novation, franchise or
3 other contract or agreement, whenever any manufacturer, distributor, wholesaler,
4 distributor branch or division, factory branch or division, wholesale branch or
5 division or officer, agent or other representative thereof or dealer management
6 computer system vendor or a 3rd party acting on behalf of or through a
7 manufacturer, distributor, wholesaler, distributor branch or division, factory
8 branch or division, wholesale branch or division or officer, agent or other
9 representative thereof or dealer management computer system vendor requires
10 that a new motor vehicle dealer provide any dealer, consumer or customer data or
11 information through direct access to a dealer's dealer management computer
12 system, the dealer is not required to provide, and may not be required to consent
13 to provide in a written agreement, that direct access to its dealer management
14 computer system. The dealer may instead provide the same dealer, consumer or
15 customer data or information specified by the requesting party by timely
16 obtaining and furnishing the requested data to the requesting party in a widely
17 accepted file format except that, when a dealer would otherwise be required to
18 provide direct access to its dealer management computer system under the terms
19 of a consent, authorization, release, novation, franchise or other contract or
20 agreement, a dealer that elects to provide data or information through other
21 means may be charged a reasonable initial setup fee and a reasonable processing
22 fee based on actual incremental costs incurred by the party requesting the data for
23 establishing and implementing the process for the dealer. A term or provision
24 contained in a consent, authorization, release, novation, franchise or other
25 contract or agreement that is inconsistent with this subsection is voidable at the
26 option of the dealer.

27 (12) Notwithstanding the terms or conditions of any consent, authorization,
28 release, novation, franchise or other contract or agreement, a manufacturer,
29 distributor, wholesaler, distributor branch or division, factory branch or division,
30 wholesale branch or division or officer, agent or other representative thereof or
31 dealer management computer system vendor or a 3rd party acting on behalf of or
32 through a manufacturer, distributor, wholesaler, distributor branch or division,
33 factory branch or division, wholesale branch or division or officer, agent or other
34 representative thereof or dealer management computer system vendor that has
35 electronic access to consumer or customer data or other information in a dealer
36 management computer system used by a new motor vehicle dealer, or who has
37 otherwise been provided consumer or customer data or other information by the
38 dealer, shall fully indemnify and hold harmless a dealer from whom it has
39 acquired that consumer or customer data or other information from all damages,
40 costs and expenses incurred by that dealer, including, but not limited to,
41 judgments, settlements, fines, penalties, litigation costs, defense costs, court costs
42 and attorney's fees arising out of complaints, claims, civil or administrative
43 actions and, to the fullest extent allowable under the law, governmental
44 investigations and prosecutions to the extent caused by the access, storage,
45 maintenance, use, sharing, disclosure or retention of that dealer's consumer or
46 customer data or other information by the manufacturer, distributor, wholesaler,
47 distributor branch or division, factory branch or division, wholesale branch or

1 division or officer, agent or other representative thereof or dealer management
2 computer system vendor or a 3rd party acting on behalf of or through a
3 manufacturer, distributor, wholesaler, distributor branch or division, factory
4 branch or division, wholesale branch or division or officer, agent or other
5 representative thereof or dealer management computer system vendor; and

6 (13) This section applies to contracts entered into on or after November 1, 2005.

7 W. To refuse to allow access by a dealer to a dealer file in accordance with this
8 paragraph.

9 (1) For purposes of this paragraph, "dealer file" means all reports, memoranda,
10 letters or other documents, in hard copy or electronic form, that a manufacturer,
11 distributor, wholesaler, distribution branch or division, factory branch or division,
12 wholesale branch or division or officer, agent or other representative thereof has
13 in its possession that are created after the effective date of this paragraph, that
14 contain information or data and that state, reflect, display or represent a failure by
15 the dealer to perform in compliance with the obligations of the franchise
16 agreement or other standards established by the manufacturer, distributor,
17 wholesaler, distribution branch or division, factory branch or division, wholesale
18 branch or division or officer, agent or other representative thereof, including, but
19 not limited to, sales performance, effectiveness and goals, customer satisfaction
20 index, facility issues and standards, fixed operations, employee matters including
21 personal information concerning the dealer principal as well as any executive
22 manager, sales manager, parts manager or service manager and any dealer
23 successor, financial information and profitability, inventory, warranty issues and
24 audits, marketing and advertising, sales and facility programs, contact reports and
25 market studies.

26 (2) A dealer has the right to review and obtain copies of its complete dealer file
27 once every 18 months. A manufacturer, distributor, wholesaler, distribution
28 branch or division, factory branch or division, wholesale branch or division or
29 officer, agent or other representative thereof shall provide the dealer file or the
30 requested portion of the file to the dealer within 30 days of the dealer's written
31 request, which may be submitted electronically. The manufacturer, distributor,
32 wholesaler, distribution branch or division, factory branch or division, wholesale
33 branch or division or officer, agent or other representative thereof may provide
34 the file electronically and shall certify that the dealer file it produces is complete
35 as of the date of production. If the file is provided in paper format, the dealer
36 may be charged a reasonable per page fee for copies, as long as the fee does not
37 exceed the usual and customary fee charged by copy centers in the immediate
38 vicinity of the location of the file. No other fees or charges may be assessed.

39 (3) Any documents or portions of documents that are not produced by the
40 manufacturer, distributor, wholesaler, distribution branch or division, factory
41 branch or division, wholesale branch or division or officer, agent or other
42 representative thereof in response to a dealer's request pursuant to this paragraph
43 must, at the option of the dealer, be excluded from, and are not admissible as
44 evidence and may not be used in any manner at, any proceeding at the board or
45 any other State agency or any court proceeding.

