

Senate Bill 81

By: Senators Brass of the 6th, Walker III of the 20th, Summers of the 13th, Kennedy of the 18th, Jones II of the 22nd and others

AS PASSED SENATE

A BILL TO BE ENTITLED

AN ACT

1 To amend Article 22 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated,
2 relating to motor vehicle franchise practices, so as provide for protection of consumer data
3 in motor vehicle sales or lease transactions by affiliates of franchisors, manufacturers, and
4 distributors; to provide for procedures, conditions, and limitations on the use of motor
5 vehicle dealer data; to provide for standards for access and integration of data collected and
6 maintained by dealers and by third parties on behalf of dealers; to provide for applicability;
7 to provide for requirements of franchisors, manufacturers, and distributors in relation to
8 dealers; to provide for additional unlawful activities by franchisors; to revise legislative
9 findings; to provide for definitions; to amend Code Section 40-2-39 of the Official Code of
10 Georgia Annotated, relating to registration and licensing of new motor vehicle dealers,
11 temporary site permits, administrative fines, and penalty, so as to provide for activities which
12 qualify as activity as a new motor vehicle dealer; to provide for related matters; to repeal
13 conflicting laws; and for other purposes.

14 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Article 22 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, relating to motor vehicle franchise practices, is amended by revising Code Section 10-1-621, relating to legislative findings, as follows:

"10-1-621.

The General Assembly finds and declares that:

(1) The distribution and sale of motor vehicles within this state are vital to the general economy of this state and to the public interest and public welfare;

(2) The provision for warranty service, recall service, and the repair of predelivery transportation damages to motor vehicles is of substantial concern to the people of this state;

(3) Robust competition among dealers benefits consumers through competitive pricing, service, and convenient repair facilities, thus the The maintenance of full and fair inter-brand and intra-brand competition among dealers and others is in the public interest; and

(4) The maintenance of strong and sound dealerships is essential to provide continuing and necessary reliable services to the consuming public in this state, to the introduction of new automotive technology and support and maintenance of such after a sale, to protect against the creation or perpetuation of monopolies and other practices that are detrimental to public welfare and local businesses, and to provide stable employment to the citizens of this state."

SECTION 2.

Said article is further amended by revising Code Section 10-1-632, relating to protection of consumer data in motor vehicle sales or lease transactions and burden of proof for violations, as follows:

40 "10-1-632.

41 (a) With respect to consumer data, a franchisor, manufacturer, distributor, or affiliate
42 thereof or a third party acting on behalf of a franchisor, manufacturer, or distributor, or
43 affiliate thereof:

44 (1) Shall comply with and shall not cause a dealer to violate any applicable restrictions
45 on reuse or disclosure of the consumer data established by federal or state law;

46 (2) Shall provide a written statement to the dealer upon request describing the established
47 procedures adopted by such franchisor, manufacturer, distributor, or affiliate thereof or
48 third party acting on behalf of the franchisor, manufacturer, or distributor which meet or
49 exceed any federal or state requirements to safeguard the consumer data, including, but
50 not limited to, those established in the federal Gramm-Leach-Bliley Act, 15 U.S.C.
51 Section 6801, et seq.;

52 (3) Shall, upon the written request of the dealer, provide a written list of the consumer
53 data obtained from the dealer and all persons to whom any consumer data has been
54 provided by the franchisor, manufacturer, distributor, or affiliate thereof or a third party
55 acting on behalf of a franchisor, manufacturer, or distributor during the preceding six
56 months. The dealer may make such a request no more than once every six months. The
57 list must indicate the specific fields of consumer data which were provided to each
58 person. Notwithstanding the foregoing, such a list shall not be required to include:

59 (A) A person to whom consumer data was provided, or the specific consumer data
60 provided to such person, if the person was, at the time such consumer data was
61 provided, a service provider, subcontractor, or consultant acting in the course of
62 performance of services on behalf of or for the benefit of the dealer, franchisor,
63 manufacturer, distributor, third party, or ~~dealer~~ affiliate, provided that the dealer,
64 franchisor, manufacturer, distributor, third party, or ~~dealer~~ affiliate has entered into an
65 agreement with such person requiring that such person comply with the safeguard
66 requirements of applicable state and federal law, including, but not limited to, those

67 established in the federal Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq.;

68 and

69 (B) A person to whom consumer data was provided, or the specific consumer data

70 provided to such person, if the dealer has previously consented in writing to such

71 person receiving such consumer data and the dealer has not withdrawn such consent in

72 writing; and

73 (C) A person to whom consumer data was provided, or the specific consumer data

74 provided to such person, if that would require a franchisor, manufacturer, distributor,

75 or affiliate thereof to violate any applicable restrictions on reuse or disclosure of the

76 consumer data established by federal or state law;

77 (4) May not require that a dealer grant the franchisor, manufacturer, distributor, or

78 affiliate thereof or a third party acting on behalf of a franchisor, manufacturer, or

79 distributor direct or indirect access to such dealer's data management system to obtain

80 consumer data. A franchisor, manufacturer, distributor, affiliate, or a third party acting

81 on behalf of a franchisor, manufacturer, or distributor ~~must~~ shall permit a dealer to

82 furnish consumer data in a widely accepted file format, such as comma delimited, and

83 through a third-party vendor selected by the dealer; provided, however, that ~~However,~~

84 a franchisor, manufacturer, ~~or~~ distributor, or affiliate thereof or a third party acting on

85 behalf of a franchisor, manufacturer, or distributor may access or obtain consumer data

86 directly from a dealer's data management system with the express consent of the dealer.

87 Such consent shall ~~The consent must~~ be in the form of a written document that is separate

88 from the parties' franchise agreement, is executed by the dealer, and ~~may be withdrawn~~

89 allow for withdrawal by the dealer upon 30 days' written notice to the franchisor,

90 manufacturer, or distributor as applicable. For incentive programs beginning on or after

91 July 1, 2019, such consent shall not be required as a condition to a motor vehicle dealer's

92 participation in an incentive program unless such consent is necessary to obtain consumer

93 data to implement the program; and

94 (5) Shall indemnify the dealer for any third-party claims asserted against or damages
 95 incurred by the dealer to the extent caused by access to, use of, or disclosure of consumer
 96 data in violation of this Code section by the franchisor, manufacturer, distributor, or
 97 affiliate thereof or a third party to whom the franchisor, manufacturer, or distributor has
 98 provided consumer data.

99 (b) Nothing contained in this Code section shall limit the ability of ~~the~~ a franchisor, the
 100 manufacturer, ~~or~~ distributor, or affiliate thereof to require that the dealer provide, or use in
 101 accordance with the law, such customer information related solely to such manufacturer's
 102 or distributor's own vehicle makes to the extent necessary to do any of the following:

103 (1) Satisfy any safety or recall notice obligations or other legal notice obligations on the
 104 part of the manufacturer;

105 (2) Complete the sale and delivery of a new motor vehicle to a customer;

106 (3) Validate and pay customer or dealer incentives;

107 (4) Submit to the franchisor, manufacturer, or distributor claims for any services supplied
 108 by the dealer for any claim for warranty parts or repairs;

109 (5) Market analysis;

110 (6) Evaluate sales and service customer satisfaction with the dealer, including surveys;
 111 or

112 (7) Reasonable marketing purposes that benefit the dealer.

113 (c) In any cause of action against a franchisor, manufacturer, ~~or~~ distributor, or affiliate
 114 thereof for a violation of this Code section, the party bringing the action shall have the
 115 burden of proof."

116 **SECTION 3.**

117 Said article is further amended by adding a new Code section to read as follows:

118 "10-1-633.

119 (a) As used in this Code section, the term:

120 (1) 'Authorized integrator' means a third party with whom a dealer has entered into a
121 written contract to perform a specific function which requires such third party to access
122 protected dealer data or write data to a dealer data system or both.

123 (2) 'Data access overcharge' means any charge to a dealer or person authorized to
124 perform integration that is greater than an amount which reimburses direct costs incurred
125 by a dealer data systems vendor for integration. When a dealer data systems vendor fails
126 to disclose the direct costs of integration and provide documentation of such costs, any
127 direct costs sought to be reimbursed shall be considered a data access overcharge.

128 (3) 'Dealer data system' means any software or hardware provided by a third party and
129 used by a dealer in its business operations to store, process, or maintain protected dealer
130 data.

131 (4) 'Dealer data systems vendor' means any third party that stores protected dealer data
132 pursuant to written contract with a dealer and shall include a dealer management system
133 or customer relations management system provided by a third party. Such term shall not
134 include a manufacturer, distributor, or affiliate subject to Code Section 10-1-632.

135 (5) 'Integration' means access by an authorized integrator to protected dealer data which
136 does not require access to any copyright protected material but allows for access to all
137 protected dealer data and which can be accomplished by any commercially reasonable
138 means not otherwise in violation of this Code section.

139 (6) 'Prior express written consent' means written consent provided by the dealer that is
140 contained in a document separate from any other consent, contract, franchise agreement,
141 or other writing and that specifically outlines a dealer's consent for an authorized
142 integrator to obtain protected dealer data, including the scope and duration of such
143 consent, and may be unilaterally revoked by the dealer upon 30 days' notice without
144 cause and immediately with cause.

145 (7) 'Protected dealer data' means any of the following data that is stored in a dealer data
146 system:

147 (A) Personal, financial, or other data pertaining to a consumer that is provided to a
148 dealer by a consumer;

149 (B) Motor vehicle diagnostic data; or

150 (C) Any other data relating to the business operations of a dealer stored or maintained
151 within a dealer data system.

152 (8) 'Secure open application programming interface' or 'secure open API' means an
153 application programming interface that allows an authorized integrator to integrate with
154 a dealer data system remotely and securely.

155 (9) 'STAR standards' means standards for the automotive retail industry established by
156 the Standards for Technology in Automotive Retail organization.

157 (10) 'Third party' includes service providers, vendors, including dealer data systems
158 vendors and authorized integrators, and any other individual or entity other than a dealer.

159 Such term shall not include any manufacturer; distributor; affiliate of a manufacturer or
160 distributor; a third party acting on behalf of or engaged contractually or by other
161 agreement with a manufacturer or distributor or an affiliate thereof; any governmental
162 entity acting pursuant to federal, state, or local law; or any third party acting pursuant to
163 a valid court order.

164 (b) It shall be unlawful for a third party to:

165 (1) Access, share, sell, copy, use, or transmit protected dealer data from a dealer data
166 system without the prior express written consent of a dealer;

167 (2) Take any action, by contract, technical means, or otherwise, that would prohibit or
168 limit a dealer's ability to protect, store, copy, share, or use any protected dealer data,
169 including, but not limited to:

170 (A) Imposing any data access overcharges or other restrictions of any kind on the
171 dealer or any authorized integrator for integration;

172 (B) Prohibiting an authorized integrator or any third party identified by a dealer as an
173 authorized integrator that has satisfied or is compliant with the STAR standards, or a

174 standard compatible with such standards, from performing integration or placing
175 unreasonable restrictions on integration, which shall include, but not be limited to:
176 (i) Unreasonable restrictions on the scope or nature of the data shared with an
177 authorized integrator;
178 (ii) Unreasonable restrictions on the ability of an authorized integrator to write data
179 to a dealer data system;
180 (iii) Unreasonable restrictions or conditions on a third party accessing or sharing
181 protected dealer data or writing data to a dealer data system; and
182 (iv) Requiring unreasonable access to sensitive, competitive, or other confidential
183 business information of a third party as a condition for access to protected dealer data
184 or as a condition to share protected dealer data with an authorized integrator;
185 (C) Prohibiting or limiting a dealer's ability to store, copy, securely share, or use
186 protected dealer data outside the dealer data system in any manner and for any reason;
187 or
188 (D) Permitting access to or accessing protected dealer data without prior express
189 written consent by the dealer.
190 (c)(1) A secure open application programming interface shall:
191 (A) Be made available by a dealer data systems vendor to any authorized integrator
192 upon request by a dealer;
193 (B) Include all relevant endpoints to allow for access to all protected dealer data or to
194 integrate with protected dealer data; and
195 (C) Provide granularity and control necessary for dealers and authorized integrators to
196 integrate the data necessary pursuant to contract terms between the dealer and
197 authorized integrator.
198 (2) For purposes of this Code section, secure open application programming shall not
199 require that an application programming interface be available to the public or at no cost

200 to an authorized integrator, provided that no data access overcharge may be assessed in
201 connection with a secure open API.

202 (d)(1) A dealer data systems vendor shall adopt and make available a standardized
203 integration framework that allows for integration through secure open APIs to authorized
204 integrators. In the event that application programming interfaces are no longer the
205 reasonable commercial or technical standard for secure data integration, a similar open
206 access integration method may be provided to the extent such method provides the same
207 or better secure integration to dealers and authorized integrators as a secure open API.
208 Any dealer data systems vendor that utilizes STAR standards or a comparable system
209 shall comply with the requirements of this subsection.

210 (2) A dealer data systems vendor and authorized integrator:

211 (A) Shall be authorized to integrate, or otherwise access, use, store, or share protected
212 dealer data to the extent only outlined in and authorized by the dealer data systems
213 vendor contract or authorized integrator contract;

214 (B) Shall provide that any dealer data systems vendor contract or authorized integrator
215 contract may be terminated upon no more than 90 days' notice from the dealer; and

216 (C) Shall, in order to prevent any risk of consumer harm or inconvenience, ensure a
217 secure transition of all protected dealer data to a successor dealer data systems vendor
218 or authorized integrator upon notice of a dealer's intent to terminate a dealer data
219 systems vendor contract or authorized integrator contract. The requirements of this
220 subparagraph may be satisfied by taking any of the following actions:

221 (i) Providing unrestricted access to all protected dealer data and all other data stored
222 in the dealer data system within a commercially reasonable time and in a format that
223 a successor dealer data systems vendor or authorized integrator is capable of
224 accessing and using;

225 (ii) Deleting or returning to the dealer all protected dealer data prior to termination
226 of the contract pursuant to any written directions of the dealer;

227 (iii) Providing a dealer, upon request, with a list of all entities with whom it is sharing
228 or has shared protected dealer data or to whom it has allowed access to protected
229 dealer data; and

230 (iv) Allowing a dealer to audit access to and use of any protected dealer data by the
231 dealer data systems vendor or authorized integrator access.

232 (3) Any dealer data systems vendor, authorized integrator, or third party acting
233 pursuant to a written contract with or on behalf of a dealer shall indemnify the dealer
234 for any third-party claims asserted against or damages incurred by the dealer from
235 complaints, claims, or actions arising out of the willful, negligent, or impermissible use
236 or disclosure of protected dealer data, customer data, or other sensitive information in
237 a dealer data system by the dealer data system vendor, authorized integrator, or third
238 party. Such indemnification shall include, but not be limited to, judgments, settlements,
239 finances, penalties, litigation costs, defense costs, court costs, costs related to the disclosure
240 of security breaches, and attorneys' fees arising out of complaints, claims, civil, or
241 administrative actions.

242 (e) A manufacturer, franchisor, distributor, or affiliate thereof, or any third party acting on
243 behalf of a manufacturer, franchisor, distributor, or affiliate thereof; a data systems vendor;
244 or dealer shall not prohibit a dealer from regularly and continually monitoring or auditing
245 the specific data accessed from or written to a dealer data system or from complying with
246 applicable state and federal laws or any rules or regulations promulgated thereunder. This
247 subsection shall not impose an obligation on a manufacturer, franchisor, distributor, or
248 affiliate thereof, a data systems vendor, or a third party to perform such monitoring or
249 auditing.

250 (f) A manufacturer, franchisor, distributor, data systems vendor or any third party acting
251 on behalf of a manufacturer, franchisor, distributor, data systems vendor, or dealer shall not
252 prohibit a dealer from copying, storing, or backing up data stored on its dealer data
253 systems, or duplicating the critical components or functions thereof, for the purpose of

254 allowing a dealer to restore business operations in the event of a security breach or other
255 event that renders a dealer data system inoperable. This subsection shall not impose an
256 obligation on a manufacturer, franchisor, distributor, data systems vendor, or third party
257 to provide such capabilities. This subsection shall not relieve a dealer from any contractual
258 obligation relating to the safeguard, storage, copy, use, ownership, or sharing of or access
259 to data.

260 (g) A dealer data systems vendor or authorized integrator shall not be held responsible for
261 any action taken directly by a dealer or for any appropriately taken action upon written
262 request of a dealer to the extent that such action prevents such vendor or integrator from
263 meeting any legal obligation regarding the protection of protected dealer data or results in
264 any liability as a consequence of such actions by the dealer.

265 (h) A dealer shall not be held responsible for any action taken directly by any of its dealer
266 data systems vendors or authorized integrators or for any appropriately taken action upon
267 written request of a dealer data systems vendor or authorized integrator to the extent that
268 such action prevents such dealer from meeting any legal obligation regarding the protection
269 of protected dealer data or results in any liability as a consequence of such actions by the
270 dealer data systems vendor or authorized integrator.

271 (i) The rights conferred on dealers in this Code section are not waivable and may not be
272 reduced or otherwise modified by any contract, agreement, or incentive program.

273 (j) Nothing in this Code section shall:

274 (1) Be interpreted to prevent a dealer or third party from discharging its obligations or
275 limiting responsibilities as a service provider to protect and secure protected dealer data
276 under an agreement or as otherwise required pursuant to federal, state, or local law;

277 (2) Give a new motor vehicle dealer any ownership or rights to share or use motor
278 vehicle diagnostic data beyond what is necessary to fulfill a dealer's obligation to provide
279 warranty, repair, or service work to its customers;

280 (3) Govern, restrict, or apply to data that exists outside of a dealer data system; or

281 (4) Relieve a manufacturer, franchisor, distributor, third party acting on behalf of a
 282 manufacturer, franchisor, distributor, or affiliate thereof from the requirements of Code
 283 Section 10-1-632."

284 **SECTION 4.**

285 Said article is further amended in Code Section 10-1-641, relating to requirements of
 286 franchisor, manufacturer, and distributor, reasonable compensation for parts and labor, recall
 287 notices, and stop-sales, by revising paragraph (1) of subsection (a) as follows:

288 "(a)(1) Each franchisor, manufacturer, or distributor:

289 (A) Shall specify in writing to each of its dealers in this state the dealer's obligations
 290 for predelivery preparation including the repair of damages incurred in the
 291 transportation of vehicles as set forth in Code Section 10-1-642, recall work, and
 292 warranty service on its products;

293 (B) Shall, at the election of the dealer, reasonably compensate the dealer for parts and
 294 labor provided for such warranty service work as provided in paragraph (2) of this
 295 subsection;

296 (C) Shall provide the dealer with a schedule of compensation to be paid such dealer for
 297 parts, work, and service in connection therewith; ~~and~~

298 (D) Shall provide the dealer with a schedule of the time allowance for the performance
 299 of such work and service. Any such schedule of compensation shall include reasonable
 300 compensation for diagnostic work, repair service, and labor. Time allowances for the
 301 diagnosis and performance of such work and service shall be reasonable and adequate
 302 for the work to be performed; and

303 (E) Shall provide compensation to the dealer for assistance provided to a retail buyer
 304 or lessee whose vehicle required a change, repair, or update by remote means to any
 305 part, system, or accessory or to any function of his or her vehicle by the vehicle
 306 manufacturer, franchisor, or distributor when such assistance was performed at the

307 dealership or by dealership personnel at another location authorized by the
 308 manufacturer or distributor at the request of the customer or at the request of the
 309 manufacturer, franchisor, or distributor on behalf of the customer."

310 **SECTION 5.**

311 Said article is further amended in Code Section 10-1-662, relating to unlawful activities by
 312 franchisors, by revising paragraphs (1), (20), and (21) of and adding a new paragraph to
 313 subsection (a) to read as follows:

314 "(1)(A) To delay, refuse, or fail to deliver new motor vehicles or new motor vehicle
 315 parts or accessories in a reasonable time and in reasonable quantity if such vehicles,
 316 parts, or accessories are publicly advertised as being available for immediate delivery.
 317 Upon written request of the dealer, the franchisor shall communicate its allocation
 318 process in writing in a clear and concise manner within 30 days from receipt of the
 319 dealer's request. For purposes of this paragraph, a reasonable quantity of vehicles:

320 (i) Is fair and equitable to all line-make dealers in this state; and

321 (ii) Does not unfairly discriminate among line-make dealers in its allocation process.

322 (B) This paragraph is not violated, however, if such failure is caused by acts or causes
 323 the occurrence of temporary international, national, or regional product or services
 324 shortages resulting from natural disaster; unavailability or scarcity of parts or service;
 325 labor strikes; supply chain disruptions; product recalls; or other factors and events
 326 beyond the control of the franchisor that temporarily reduce the supply of a franchisor
 327 or if a state or federal law, rule, or regulation necessitates modification of the allocation.

328 (C) Nothing contained in this paragraph shall relieve a manufacturer, franchise or
 329 distributor from its obligations under paragraph (9) of subsection (b) of Code
 330 Section 10-1-661;"

331 "(20) To take any materially adverse action against a dealer, including a dealer's ability
 332 to participate in or receive a benefit or payment owed from any incentive or

333 reimbursement program, based on criteria it has established, implemented, or enforced
 334 for measuring the performance, including, but not limited to, sales or service
 335 performance, of a dealer unless such criteria:

336 (A) Is fair, reasonable, and equitable; and

337 (B) Is based on accurate and relevant information; ~~or~~

338 (21) To deny, delay payment for, restrict, or bill back a claim by a dealer for payment
 339 or reimbursement for incentives, hold-backs, sales or service promotion or other special
 340 program money, or any other amount owed to such dealer by the franchisor, if based
 341 solely on the dealer's compliance with a specific program requirement of the franchisor
 342 that would cause the dealer to violate a law or any properly promulgated rule or
 343 regulation of this state; or

344 (22) To fail to provide to the dealer a written disclosure, which may be provided to a
 345 potential consumer of a new motor vehicle, of each accessory or function of the motor
 346 vehicle that may be initiated, updated, changed, or maintained by the manufacturer or
 347 distributor through remote means, and the charge to the consumer for the initiation,
 348 update, change, or maintenance that is known at the time of the transaction. A
 349 manufacturer or distributor may comply with this paragraph by notifying the dealer that
 350 the information is available on a public website or by other digital means."

351 **SECTION 6.**

352 Code Section 40-2-39 of the Official Code of Georgia Annotated, relating to registration and
 353 licensing of new motor vehicle dealers, temporary site permits, administrative fines, and
 354 penalty, is amended by revising paragraph (2) of subsection (b) as follows:

355 "(2)(A) It shall be unlawful for any person to engage in any activity as a new motor
 356 vehicle dealer except at an established place of business which has been registered as
 357 such under this Code section and Code Section 40-2-38 or at a temporary site.

358 (B) For purposes of this Code section, activity as a new motor vehicle dealer shall
359 include:

360 (i) Selling, leasing, offering to sell or lease, or negotiating binding terms with a retail
361 consumer for the purchase or lease of a new motor vehicle;

362 (ii) Soliciting, accepting, or receiving a deposit or other payment for the retail
363 purchase or lease of a new motor vehicle;

364 (iii) Soliciting, accepting, or processing a reservation from a retail consumer for a
365 specific motor vehicle; or

366 (iv) Soliciting, accepting, offering, or negotiating with a retail consumer a binding
367 value for a motor vehicle being traded in as part of the purchase or lease of a new
368 motor vehicle.

369 (C) For purposes of this Code section, activity as a new motor vehicle dealer shall not
370 include:

371 (i) Facilitating the receipt of a deposit or a payment under a retail installment sale
372 contract or lease on behalf of a dealer;

373 (ii) The disclosure of a manufacturer's suggested retail price;

374 (iii) The display of new motor vehicles for information or demonstration purposes
375 only;

376 (iv) The operation of a public website or other means of electronic communication
377 that identifies to a consumer any conditional prices or financing rates, available
378 financing sources, add-on product prices, or conditional trade-in values that are not
379 binding on a dealer;

380 (v) Sales, leasing, marketing, or advertising activities of manufacturers, franchisors,
381 and distributors by or through their line-make dealers in accordance with Article 22
382 of Chapter 1 of Title 10;

383 (vi) Facilitating a vehicle reservation system that allows a retail consumer to request
384 the opportunity to purchase or lease a new vehicle, when the vehicle becomes

385 available for sale to the public, through a franchised new motor vehicle dealer,
386 provided that the final terms of sale are negotiated between the retail consumer and
387 franchised new motor vehicle dealer; or
388 (vii) Processing a new vehicle sold order for a specific new motor vehicle entered by
389 a franchised new motor vehicle dealer on behalf of a specific consumer, provided that
390 all final terms of sale are negotiated between the franchised new motor vehicle dealer
391 and the consumer."

392 **SECTION 7.**

393 All laws and parts of laws in conflict with this Act are repealed.