

Committee Substitute for Senate Bill No. 1594

An act relating to outdoor power equipment; creating ss. 686.60-686.614, F.S.; regulating sales and distribution of, and dealer relationships relating to, outdoor power equipment; providing a short title; providing legislative findings and intent; providing definitions; providing application; providing for warranty agreements; providing for claims and compensation of dealers; providing for parts availability and return; providing for repurchase of inventory under certain circumstances; providing for compensation for inventory under certain circumstances; providing for indemnification of dealers under certain legal actions; specifying unlawful acts and practices; specifying unenforceable contracts or agreements; providing remedies; providing for effect on other remedies; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Sections 686.60, 686.601, 686.602, 686.603, 686.604, 686.605, 686.606, 686.607, 686.608, 686.609, 686.611, 686.612, 686.613, and 686.614, Florida Statutes, are created to read:

686.60 Short title.—Sections 686.601-686.614 may be cited as the “Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Servicing Dealers Act.”

686.601 Legislative finding and intent; construction.—

(1) The Legislature finds and declares that the distribution and sale of outdoor power equipment in this state vitally affects the general economy of the state, the public interest, the public safety, the ecology of this state, and the public welfare and that, in the exercise of its police power, it is necessary to regulate the conduct of outdoor power equipment manufacturers, distributors, wholesalers, and dealers and their representatives doing business in this state in order to prevent fraud, unfair business practices, unfair methods of competition, impositions, and other abuses upon its citizens.

(2) In order to promote the intention and policies announced in this section, the provisions of ss. 686.601-686.614 shall be liberally construed.

686.602 Definitions of terms used in ss. 686.601-686.614.—In construing ss. 686.601-686.614, unless the context otherwise requires, the word, phrase, or term:

(1) “Dealer” or “servicing dealer” means a person who sells, solicits, or advertises the sale of new or used outdoor power equipment to the consuming public and services such equipment or a private business which has contracted with the manufacturer or distributor to sell such equipment at retail and services such equipment and which is required to undergo training in the sale and servicing of such equipment, but does not include:

(a) A receiver, trustee, administrator, executor, personal representative, guardian, or other person appointed by or acting under judgment, decree, or order of any court.

(b) A public officer while performing his duties as such officer.

(c) A person making casual or isolated sales of his own outdoor power equipment not subject to sales tax under the laws of this state.

(d) A person engaged in the auction sale of outdoor power equipment.

(e) A dealer in used outdoor power equipment.

(2) "Dealer agreement" means a contract or agreement, express or implied, oral or written, for a definite or indefinite period of time, in which a manufacturer, distributor, or wholesaler grants to a dealer permission to use a trade name, service mark, trademark, or a related characteristic and in which there is a common interest or community of interest in the marketing of outdoor power equipment or services related thereto at wholesale or retail, whether leasing, sale, or otherwise.

(3) "Distributor" or "wholesaler" means any person, firm, association, corporation, or company that sells or distributes new outdoor power equipment to dealers and that maintains distributor representatives within this state.

(4) "Distributor branch" means a branch office maintained by a distributor or wholesaler which sells or distributes new outdoor power equipment to dealers.

(5) "Distributor representative" means a representative employed by a distributor, distributor branch, or wholesaler.

(6) "Factory branch" means a branch office maintained by a manufacturer which manufactures and assembles outdoor power equipment for sale to distributors of outdoor power equipment or to dealers or which is maintained for directing and supervising the representatives of the manufacturer.

(7) "Factory representative" means a representative employed by a manufacturer or factory branch for the purpose of making or promoting the sale of outdoor power equipment or for supervising, servicing, introducing, or contracting with dealers or prospective dealers.

(8) "Fraud" means and includes actual fraud or constructive fraud as normally defined, in addition to the following:

(a) A misrepresentation in any manner, whether intentionally false or arising from gross negligence, of a material fact.

(b) A promise or representation not made honestly and in good faith.

(c) An intentional failure to disclose a material fact.

(d) Any artifice employed to deceive another.

(9) "Manufacturer" means any person engaged in the business of manufacturing or assembling new and unused outdoor power equipment.

(10) "New outdoor power equipment" means outdoor power equipment which has not been previously sold to and put into regular use or service by any person, except to a distributor, wholesaler, or dealer for resale.

(11) "Outdoor power equipment" means two-cycle and four-cycle gas, diesel, and electric engines and any other type of equipment used to maintain commercial, public, and residential lawns and gardens or used in landscape, turf, golf course, green nursery, or forestry or tree maintenance.

(12) "Person" means a natural person, corporation, association, partnership, trust, or other business entity and, in the case of a business entity, includes any other entity in which the business entity has a majority interest or which it effectively controls, as well as the individual officers, directors, and other persons in active control of the activities of each such entity.

(13) "Sale" means and includes the issuance, transfer, agreement for transfer, exchange, pledge, hypothecation, or mortgage in any manner or form, whether by transfer in trust or otherwise, of any outdoor power equipment or interest therein, or of any dealer agreement related thereto, for a consideration and any option, subscription or other contract, or solicitation, looking to a sale, or offer or attempt to sell in any form, whether in oral or written form for a consideration.

#### 686.603 Application.—

(1) Any person who engages directly or indirectly in purposeful agreements or contracts within this state in connection with the sale or advertising for sale of new outdoor power equipment and parts is subject to ss. 686.601-686.614 and to the jurisdiction of the courts of this state for violations of such sections in accordance with the provisions of the laws of this state.

(2) Sections 686.601-686.614 apply to all written or oral agreements between a manufacturer, distributor, or wholesaler with a dealer, including, but not limited to, the dealer agreement; sales of goods, services, and advertising; leases or mortgages of real or personal property; promises to pay; security interests; pledges; insurance contracts; advertising contracts; construction or installation contracts; servicing contracts; and all other such agreements in which the manufacturer, distributor, or wholesaler has any direct or indirect interest.

(3) Sections 686.601-686.614 apply to all continuing contracts now in effect which have no expiration date and to all other contracts entered into or renewed after October 1, 1997.

#### 686.604 Warranty agreements; claims; compensation of dealers.—

(1) Every manufacturer, distributor, wholesaler, factory branch or division, distributor branch or division, or wholesale branch or division shall

provide a fair and reasonable warranty agreement on any new outdoor power equipment which it sells and shall fairly compensate each of its dealers for labor and parts used in fulfilling such warranty agreements.

(2)(a) Each claim for payment under such warranty agreements made by a dealer for such labor and parts shall be paid within 30 days following its approval. Each such claim shall be either approved or disapproved within 30 days after its receipt. When any such claim is disapproved, the dealer who submitted it shall be notified in writing of such disapproval within such period, and such notice shall state the specific grounds upon which the disapproval is based.

(b) Any special handling of claims required of the dealer by the manufacturer, distributor, wholesaler, factory branch or division, distributor branch or division, or wholesale branch or division, which handling is not uniformly required of all dealers of that make, may be enforced only after 30 days' notice in writing to the dealer and upon good and sufficient reason.

(3)(a) The minimum lawful basis for compensating a dealer for warranty work, as provided for in this section, shall be calculated for labor in accordance with the reasonable and customary amount of time required to complete such work, expressed in hours and fractions of hours multiplied by the dealer's established hourly retail labor rate. Prior to filing a claim for reimbursement for warranty work, the dealer must notify the applicable manufacturer, distributor, or wholesaler of his hourly retail labor rate.

(b) The minimum lawful basis for compensation to the dealer for parts used in fulfilling such warranty work shall be at the dealer's costs for such parts, including all freight and handling charges applicable to such parts, plus 15 percent of the sum of such costs and charges to reimburse the dealer's reasonable cost of doing business and providing such warranty service on behalf of the manufacturer.

886.605 Parts; availability; return.—

(1) Every manufacturer, distributor, and wholesaler shall specify, and every dealer shall provide and fulfill, reasonable predelivery and preparation obligations for its outdoor power equipment prior to delivery of the outdoor power equipment to retail purchasers.

(2) Every manufacturer, distributor, and wholesaler shall provide for the availability of repair parts throughout the reasonable useful life of any outdoor power equipment sold.

(3) Every manufacturer, distributor, and wholesaler shall provide to their dealers, annually, an opportunity to return a portion of their surplus parts inventories for credit. The surplus procedure shall be administered as follows:

(a) The manufacturer, distributor, or wholesaler may specify, and thereupon notify their dealers of, a time period of at least 60 days' duration during which the dealers may submit their surplus parts lists and return their surplus parts to the manufacturer, distributor, or wholesaler.

(b) If a manufacturer, distributor, or wholesaler has not notified a dealer of a specific time period for returning surplus parts within the preceding 12 months, they shall authorize and allow the dealer's surplus parts return request within 30 days after receipt of such request from the dealer.

(c) A manufacturer, distributor, or wholesaler must allow surplus parts return authority on a dollar value of parts equal to 6 percent of the total dollar value of parts purchased from the manufacturer, distributor, or wholesaler by the dealer during the 12-month period immediately preceding the notification to the dealer by the manufacturer, distributor, or wholesaler of the surplus parts return program, or the month the dealer's return request is made, whichever is applicable. However, the dealer may, at his option, elect to return a dollar value of his surplus parts equal to less than 6 percent of the total dollar value of parts purchased by the dealer from the manufacturer, distributor, or wholesaler during the preceding 12-month period as provided herein.

(d) No obsolete or superseded part may be returned, but any part listed in the manufacturer's, distributor's, or wholesaler's current returnable parts list at the date of notification of the surplus parts return program by the manufacturer, distributor, or wholesaler to the dealer, or the date of the dealer's parts return request, whichever is applicable, is eligible for return and credit specified. However, returned parts must be in new and unused condition and must have been purchased from the manufacturer, distributor, or wholesaler to whom they are returned.

(e) The minimum lawful credit to be allowed for returned parts is 85 percent of the wholesale cost of the parts as listed in the manufacturer's, distributor's, or wholesaler's current returnable parts list at the date of the notification of the surplus parts return program by the manufacturer, wholesaler, or distributor to the dealer, or the date of the dealer's parts return request, whichever is higher.

(f) Applicable credit must be issued or furnished by the manufacturer, distributor, or wholesaler to the dealer within 60 days after receipt of the returned parts.

(g) The packing and return freight expense incurred in any return of surplus parts pursuant to the terms of this section shall be borne by the dealer.

686.606 Repurchase of inventory upon termination of dealer agreement.—

(1) Whenever any dealer enters into a dealer agreement with a manufacturer, distributor, or wholesaler in which agreement the dealer agrees to maintain an inventory of outdoor power equipment or repair parts and the agreement is subsequently voluntarily or involuntarily terminated, the manufacturer, distributor, or wholesaler shall repurchase the inventory as provided in this section. However, the dealer may keep the inventory if he desires. If the dealer has any outstanding debts to the manufacturer, distributor, or wholesaler, then the repurchase amount may be credited to the dealer's account.

(2) If the dealer decides not to keep the inventory, the manufacturer, distributor, or wholesaler shall repurchase that inventory previously purchased from him and held by the dealer on the date of termination of the contract. The manufacturer, distributor, or wholesaler shall pay:

(a) One hundred percent of the actual dealer cost, including freight, of all new, unsold, undamaged, and complete outdoor power equipment or other items of such equipment which are resalable, less a reasonable allowance for depreciation due to usage by the dealer and deterioration directly attributable to weather conditions at the dealer's location; and

(b) Eighty-five percent of the current wholesale price of all new, unused, and undamaged repair parts and accessories which are listed in the manufacturer's, distributor's, or wholesaler's current returnable parts list. The manufacturer, distributor, or wholesaler shall also pay the dealer 6 percent of the current wholesale price on all new, unused, and undamaged repair parts returned to cover the cost of handling, packing, and loading. However, the manufacturer, distributor, or wholesaler shall have the option of performing the handling, packing, and loading in lieu of paying the 6-percent sum imposed in this subsection for these services; and, in this event, after receipt by the dealer of the full repurchase amount as provided in this section, the dealer shall make available to the manufacturer, distributor, or wholesaler, at the dealer's address or at the places at which the outdoor power equipment is located, all outdoor power equipment previously purchased by the dealer.

(3) Upon payment within a reasonable time of the repurchase amount to the dealer, the title and right of possession to the repurchased inventory shall transfer or be transferred to the manufacturer, distributor, or wholesaler, as the case may be.

(4) The provisions of this section do not require the repurchase from a dealer of:

(a) Any repair part which has a limited storage life or is otherwise subject to deterioration.

(b) Any single repair part which is priced as a set of two or more items.

(c) Any repair part which because of its condition is not resalable as a new part without repackaging or reconditioning.

(d) Any inventory for which the dealer is unable to furnish evidence, reasonably satisfactory to the manufacturer, distributor, or wholesaler, of good title, free and clear of all claims, liens, and encumbrances.

(e) Any inventory which the dealer desires to keep, if the dealer has a contractual right to keep it.

(f) Any outdoor power equipment or item of such equipment which is not in new, unused, undamaged, and complete condition.

(g) Any outdoor power equipment or item of such equipment which has been used by the dealer or has deteriorated because of weather conditions

at the dealer's location unless the manufacturer, distributor, or wholesaler receives a reasonable allowance for such usage or deterioration.

(h) Any repair parts which are not in new, unused, and undamaged condition.

(i) Any inventory which was ordered by the dealer on or after the date of receipt of the notification of termination of the dealer agreement.

(j) Any inventory which was acquired by the dealer from any source other than the manufacturer, distributor, or wholesaler.

(5) If any manufacturer, distributor, or wholesaler fails or refuses to repurchase any inventory covered under the provisions of this section within 60 days after termination of a dealer's contract, he is civilly liable for 100 percent of the current wholesale price of the inventory plus any freight charges paid by the dealer, the dealer's reasonable attorney's fees, court costs, and interest on the current wholesale price computed at the legal interest rate provided in s. 687.01 from the 61st day after termination.

686.607 Repurchase of inventory upon death or incapacity of dealer.—

(1) In the event of the death or incapacity of a dealer or the majority stockholder of a corporation operating as a dealer, the manufacturer, distributor, or wholesaler shall, at the option of the heirs at law, if the dealer died intestate, or the devisees or transferees under the terms of the deceased dealer's last will and testament, if the dealer died testate, repurchase the inventory from such heirs or devisees as if the manufacturer, distributor, or wholesaler had terminated the contract; and the inventory repurchase provisions of s. 686.606 are made expressly applicable to the repurchase under this section. The heirs or devisees shall have 1 year from the date of the death of the dealer or majority stockholder to exercise their option under this section. However, nothing in this section requires the repurchase of inventory if the heirs or devisees and the manufacturer, distributor, or wholesaler enter into a new agreement to operate the retail dealership.

(2) This section is subject to that portion of the manufacturer's, distributor's, or wholesaler's contract or agreement with the dealer pertaining to death of the dealer or succession to the extent such contract or agreement is not inconsistent with this section.

686.608 Compensation for inventory upon refusal to renew, termination of, or restriction on transfer of a dealer agreement.—It is unlawful for the manufacturer, distributor, or wholesaler, without due cause, to fail to renew a dealer agreement on terms then equally available to all their dealers, to terminate an agreement, or to restrict the transfer of an agreement unless the dealer receives fair and reasonable compensation for the inventory of the business. As used in this section, the term "due cause" shall be construed in accordance with the definition of due cause contained in s. 686.611(3)(c)2.

686.609 Indemnification of dealer with respect to legal actions.—A manufacturer, distributor, or wholesaler shall fully indemnify and hold harmless a dealer against any losses including, but not limited to, court costs and

reasonable attorney's fees or damages arising out of any complaint, claim, or lawsuit involving, but not limited to, strict liability, negligence, misrepresentation, express or implied warranty, or rescission of the sale when the complaint, claim, or lawsuit relates to the manufacture, assembly, or design of new items covered by ss. 686.601-686.614, parts or accessories, or other functions by the manufacturer, distributor, or wholesaler which are beyond the control of the dealer.

686.611 Unlawful acts and practices.—Unfair methods of competition and unfair or deceptive acts or practices in the conduct of the manufacturing, distribution, wholesaling, sale, and advertising of outdoor power equipment are declared to be unlawful.

(1) It is deemed a violation of this section for any manufacturer, factory branch, factory representative, distributor, distributor branch, distributor representative, wholesaler, or dealer to engage in any action which is arbitrary, capricious, in bad faith, or unconscionable and which causes damage in terms of law or equity to any of the parties or to the public.

(2) It is deemed a violation of this section for a manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division, or officer, agent, or other representative thereof, to coerce, compel, or attempt to coerce or compel any dealer:

(a) To order or accept delivery of any outdoor power equipment or item of such equipment, parts or accessories therefor, or other commodity or commodities which such dealer has not voluntarily ordered.

(b) To order or accept delivery of any outdoor power equipment with special features, accessories, or equipment not included in the base list price of such outdoor power equipment as publicly advertised by the manufacturer of the outdoor power equipment.

(3) It is deemed a violation of this section for a manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division, or officer, agent, or other representative thereof:

(a) To refuse to deliver to any dealer having a contractual agreement for the retail sale of new outdoor power equipment sold or distributed by such manufacturer, factory branch or division, distributor branch or division, or wholesale branch or division, in reasonable quantities and within a reasonable time after receipt of the dealer's order, any outdoor power equipment or item of such equipment covered by such agreement specifically advertised or represented by such manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division to be available for immediate delivery. However, the failure to deliver any such outdoor power equipment or item of such equipment is not considered a violation of this section if such failure is due to a prudent and reasonable restriction on the extension of credit by the manufacturer, distributor, or wholesaler to the dealer, an act of God, a work stoppage or delay due to a strike or labor difficulty, a bona fide shortage of materials, a freight em-



bargo, or another cause over which the manufacturer, distributor, or wholesaler, or any agent thereof, has no control whatsoever.

(b) To coerce, compel, or attempt to coerce or compel any dealer to enter into any agreement, whether written or oral, supplementary to an existing dealer agreement with such manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division, or officer, agent, or other representative thereof; or to do any other act prejudicial to such dealer by threatening to cancel any contractual agreement existing between such manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division and such dealer. However, notice in good faith to any dealer of such dealer's violation or breach of any terms or provisions of such contractual agreement does not constitute a violation of this section if such notice is in writing and is mailed by registered or certified mail to such dealer at his current business address and such notice contains the specific facts as to the dealer's violation or breach of such contractual agreement.

(c)1. To terminate or cancel the selling agreement of any dealer without due cause, as defined in subparagraph 2. The nonrenewal of a selling agreement, without due cause, constitutes an unfair termination or cancellation, regardless of the specified time period of such selling agreement. Except when the ground for such termination or cancellation falls within subparagraph 2.c., such manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division, or officer, agent, or other representative thereof, shall notify a dealer in writing of the termination or cancellation of the selling agreement of such dealer at least 90 days before the effective date of the termination or cancellation, stating the specific ground for such termination or cancellation. In no event shall the contractual term of any such selling agreement expire, without the written consent of the dealer involved, prior to the expiration of at least 90 days following such written notice. During the 90-day period, either party may, in appropriate circumstances, petition a court of competent jurisdiction to modify such 90-day stay or to extend it pending a final determination of such proceeding on the merits. The court shall have authority to grant temporary, preliminary, and final injunctive relief.

2. As used in this subparagraph, tests for determining what constitutes due cause for a manufacturer, distributor, or wholesaler to terminate, cancel, or refuse to renew a dealer agreement include whether the dealer:

a. Has transferred a majority ownership interest in the dealership without the manufacturer's, distributor's, or wholesaler's consent;

b. Has made a material misrepresentation in applying for or in acting under the agreement;

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 60 days after the filing, is in default under the provisions of a security agreement in effect with the manufacturer, distributor, or wholesaler, or is in receivership;

- d. Has engaged in unfair business or trade practices;
- e. Has inadequately represented the manufacturer's, distributor's, or wholesaler's products with respect to sales, service, or warranty work;
- f. Has inadequate and insufficient sales and service facilities and personnel;
- g. Has failed to comply with an applicable federal, state, or local licensing law;
- h. Has been convicted of a crime, the effect of which would be detrimental to the manufacturer, distributor, wholesaler, or dealership;
- i. Has failed to operate in the normal course of business for 10 consecutive business days or has terminated the dealer's business;
- j. Has relocated the dealer's place of business without the manufacturer's, distributor's, or wholesaler's consent; or
- k. Has failed to comply with the terms of the agreement.

(d) To resort to or use any false or misleading advertisement in connection with the dealer's business as such manufacturer, factory branch or division, distributor, distributor branch or division, wholesaler, or wholesale branch or division, or officer, agent, or other representative thereof.

(e) To offer to sell or to sell any new outdoor power equipment or item of such equipment, or parts or accessories therefor, to any other dealer at a lower actual price therefor than the actual price offered to any other dealer for the same model outdoor power equipment identically equipped or to utilize any device, including, but not limited to, sales promotion plans or programs, which results in such lesser actual price or results in a fixed price predetermined solely by the manufacturer, distributor, or wholesaler. However, the provisions of this paragraph do not apply to sales to a dealer for resale to any unit or agency of the United States Government, the state or any of its political subdivisions, or any municipality located within this state. Further, the provisions of this paragraph do not apply so long as a manufacturer, distributor, or wholesaler, or any agent thereof, sells or offers to sell such new outdoor power equipment, parts, or accessories to all dealers of such manufacturer's, distributor's, or wholesaler's dealers at an equal price.

(f) To willfully discriminate, either directly or indirectly, in price, programs, or terms of sale offered to dealers, when the effect of such discrimination may be to substantially lessen competition or to give to one holder of an agreement any economic, business, or competitive advantage not offered to all holders of the same or similar agreement.

(g) To prevent or attempt to prevent, by contract or otherwise, any dealer from changing the capital structure of the dealership or the means by or through which the dealer finances the operation of the dealership, provided the dealer at all times meets any reasonable capital standards agreed to

between the dealership and the manufacturer, distributor, or wholesaler and provided such change by the dealer does not result in a change in the executive management of the dealership.

(h) To prevent or attempt to prevent, by contract or otherwise, any dealer or any officer, member partner, or stockholder of any dealer from selling or transferring any part of the interest of any of them to any other person or persons or party or parties. However, no dealer, officer, partner, or stockholder has the right to sell, transfer, or assign the agreement or power of management or control thereunder without the written consent of the manufacturer, distributor, or wholesaler, except that such consent may not be unreasonably withheld.

(i) To obtain money, goods, services, anything of value, or any other benefit from any other person with whom the dealer does business or employs on account of or in relation to the transactions between the dealer, the manufacturer, distributor, or wholesaler, and such other person.

(j) To require a dealer to assent to a release, assignment, novation, waiver, or estoppel which would relieve any person from liability imposed by ss. 686.601-686.614.

(4) It is deemed a violation of this section for a dealer:

(a) To require a retail purchaser of new outdoor power equipment or item of such equipment, as a condition of sale and delivery of the item or equipment, also to purchase special features, appliances, equipment, parts, or accessories not desired or requested by the purchaser. However, this prohibition does not apply to special features, appliances, equipment, parts, or accessories which are already installed when the outdoor power equipment or item of outdoor power equipment is received by the dealer from the manufacturer, distributor, or wholesaler of such equipment or item of such equipment.

(b) To represent and sell as new and unused any outdoor power equipment or item of such equipment which has been used and operated for demonstration or other purposes without stating to the purchaser prior to the sale the approximate amount of use the outdoor power equipment or item of such equipment has experienced or undergone.

(c) To resort to or use any false or misleading advertisement in connection with the dealer's business as such dealer.

686.612 Unenforceable contract or agreement.—Any contract or dealer agreement or part thereof or practice thereunder which is in violation of any provision of ss. 686.601-686.614 is deemed against public policy and is void and unenforceable.

686.613 Remedies.—

(1) In addition to temporary, preliminary, or final injunctive relief as provided in s. 686.611(3)(c)1., any person who is aggrieved or injured in his business or property by reason of anything forbidden in ss. 686.60-686.614

may bring an action therefor in the appropriate circuit court of this state and shall recover the actual damages sustained and the costs of such action, including a reasonable attorney's fee.

(2) Without regard and in addition to any other remedy or relief to which a person is entitled, anyone aggrieved by a violation of ss. 686.601-686.614 may bring an action to obtain a declaratory judgment that an act, action, or practice violates such sections and to enjoin a manufacturer, distributor, wholesaler, or dealer who has violated, is violating, or is otherwise likely to violate such sections.

(3) When such action is one of common or general interest to many persons or when the parties are numerous and it is impracticable to bring them all before the court, one or more may bring a class action for the benefit of the whole, including an action for injunctive relief.

(4) In an action for money damages, if a judge or jury finds that the defendant acted maliciously, the judge or jury may award punitive damages as permitted by state law.

(5) The Department of Legal Affairs or the state attorney, if a violation of ss. 686.601-686.614 occurs in his judicial circuit, may bring an action for injunctive or other appropriate civil relief for any violation of ss. 686.601-686.614.

(6) The remedies provided in this section are in addition to any other remedies provided by law or in equity.

686.614 Effect of act on other remedies.—Sections 686.601-686.614 are supplemental to and do not preempt local ordinances dealing with prohibited or unlawful conduct in the manufacturing, distribution, wholesaling, advertising, or sale of outdoor power equipment and other items of outdoor power equipment if such ordinances are not inconsistent with such sections.

Section 2. This act shall take effect October 1, 1997.

Approved by the Governor May 30, 1997.

Filed in Office Secretary of State May 30, 1997.