

## Article - Commercial Law

[Previous][Next]

§12-634.

(a) A sales finance company may charge the buyer for a renewal, extension, or refund made under § 12-632 of this subtitle, an amount not exceeding an annual effective rate of simple interest, as defined in Subtitle 1 of this title, of 15 percent per annum on the balances outstanding from time to time of the extended principal, from the date of the renewal, extension, or refund to the date set for the final payment.

(b) The extended principal may not exceed the aggregate amount of the unpaid portion of the time balance under the agreement, any delinquency charges lawfully payable, and any amount of cash actually refunded to the buyer, less a credit for prepayment computed as if the unpaid portion of the time balance had been paid in full at the time of the renewal, extension, or refund.

(c) Notwithstanding the provisions of subsection (a) of this section, a sales finance company may charge an annual effective rate of simple interest of 24 percent on renewals or extensions on contracts made on or after July 1, 1982, on the balances outstanding from time to time.

(d) No sales finance company may charge the rates permitted by subsection (c) of this section unless the sales finance company complies with the limitations of §§ 12-610.1 and 12-610.2 of this subtitle and provided that such a renewal or extension agreement may not provide for a balloon payment.

[Previous][Next]