Article - Commercial Law

[Previous][Next]

§21–104.

(a) This title does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form.

(b) (1) This title applies only to transactions between parties, each of which has agreed to conduct transactions by electronic means.

(2) Whether the parties have agreed to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties' conduct.

(3) Except for a separate and optional agreement the primary purpose of which is to authorize a transaction to be conducted by electronic means, a provision to conduct a transaction electronically may not be contained in a standard form contract unless that provision is conspicuously displayed and separately consented to.

(4) An agreement to conduct a transaction electronically may not be inferred solely from the fact that a party has used electronic means to pay an account or register a purchase warranty.

(5) (i) Except as provided in paragraph (6) of this subsection, only a dealer may contract for the sale and delivery of a vehicle by electronic means.

(ii) A consumer shall be deemed not to have agreed to enter into a transaction for the sale or lease of a vehicle with a dealer by electronic means unless the dealer provides the consumer with:

1. A clear and readable copy of each document signed by the consumer and the dealer in an electronic or written format; and

2. Reasonable opportunity for the consumer to review the documents before providing an electronic signature.

(iii) If the vehicle is not delivered to the consumer at the dealership on execution by the dealer and consumer of a vehicle contract by electronic means, the dealer shall deliver the vehicle from the dealer's primary business location to a physical address provided by the consumer and at a date and time:

1. Agreed on by the buyer and the dealer; and

2. That is within 7 business days after the execution of the vehicle contract unless the consumer agrees in writing to a different delivery date.

(6) (i) A person described under § 15–101(c)(3)(i), (ii), (iii), (iv), (v), (vi), (vii), (viii), or (ix) of the Transportation Article may contract for the sale of a vehicle by electronic means.

(ii) A consumer shall be deemed not to have agreed to enter into a transaction for the sale or lease of a vehicle with a person described under § 15–101(c)(3)(i), (ii), (iii), (iv), (v), (vi), (vii), (viii), or (ix) of the Transportation Article unless the consumer is provided with:

1. A clear and readable copy of each document signed by the consumer and the seller in an electronic or a written format; and

2. Reasonable opportunity for the consumer to review the documents before providing an electronic signature.

(7) This subsection may not be varied by agreement.

(c) (1) A party that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means.

(2) The right granted by this subsection may not be waived by agreement.

(d) (1) Except as otherwise provided in this title, the effect of any of its provisions may be varied by agreement.

(2) The presence in provisions of this title of the words "unless otherwise agreed", or words of similar import, does not imply that the effect of other provisions may not be varied by agreement.

(e) Whether an electronic record or electronic signature has legal consequences is determined by this title and other applicable law.

[Previous][Next]