

A supplier shall not do the following:

(1) Fail to provide to each wholesaler of the supplier's brand or brands with a written agreement which contains, in total, the supplier's agreement with each wholesaler and designates a specific exclusive sales territory. Any agreement which is in existence on January 31, 1991, shall be renewed consistent with this subchapter, provided that this subchapter may be incorporated by reference in the agreement. Provided, however, nothing contained herein shall prevent a supplier from appointing, one (1) time for a period not to exceed ninety (90) days, a wholesaler to temporarily service a sales territory not designated to another wholesaler, until such time as a wholesaler is appointed by the supplier, and such wholesaler who is designated to service the sales territory during this period of temporary service shall not be in violation of this subchapter, and, with respect to the temporary service territory, shall not have any of the rights provided under §§ 3-5-1108 and 3-5-1111;

(2) Fix, maintain, or establish the price at which a wholesaler shall sell any beer;

(3) Enter into an additional agreement with any other wholesaler for, or to sell to any other wholesaler, the same brand or brands of beer in the same territory or any portion thereof, or to sell directly to any retailer in this state;

(4) Require any wholesaler to accept delivery of any beer or other commodity which has not been ordered by the wholesaler. Provided, however, a supplier may impose reasonable inventory requirements upon a wholesaler if the requirements are made in good faith and are generally applied to other similarly situated wholesalers who have an agreement with the supplier;

(5) Require any wholesaler to accept delivery of any beer or other commodity ordered by a wholesaler if the order was properly cancelled by the wholesaler in accordance with the supplier's procedures;

(6) Require any wholesaler to do any illegal act or to violate any law or regulation by threatening to amend, modify, cancel, terminate, or refuse to renew any agreement existing between the supplier and wholesaler;

(7) Require a wholesaler to assent to any condition, stipulation, or provision limiting the wholesaler's right to sell the brand or brands of beer of any other supplier unless the acquisition of the brand or brands of another supplier would materially impair or adversely affect the wholesaler's quality of service, sales, or ability to compete effectively in representing the brand or brands of the supplier presently being sold by the wholesaler; provided the supplier shall have the burden of proving that such acquisition of such other brand or brands would have such effect;