

(1) DUE PRIMARILY TO THE CONDUCT OF THE CONSUMER, A DELIVERY PREARRANGED BETWEEN THE DEALER AND THE CONSUMER WAS UNSUCCESSFUL AND, FOLLOWING THE UNSUCCESSFUL ATTEMPT TO DELIVER, THE DEALER PROVIDED WRITTEN OR ORAL NOTICE OF THE ATTEMPTED DELIVERY TO THE CONSUMER:

(2) THE DELAY IN DELIVERY IS CAUSED BY A WORK STOPPAGE OR AN ACT OF GOD; OR

(3) THE DEALER'S INABILITY TO DELIVER BY THE ESTIMATED DATE IS DUE TO THE MANUFACTURER'S OR SUPPLIER'S FAILURE TO DELIVER TO THE DEALER IN A TIMELY MANNER THE HOUSEHOLD GOODS AS ORDERED, AND WHERE:

(I) DESPITE GOOD FAITH EFFORTS TO CANCEL THE CONTRACT WITH THE MANUFACTURER, THE DEALER IS LIABLE TO THE MANUFACTURER OR SUPPLIER TO COMPLETE THE PURCHASE UNDER APPLICABLE LAW; AND

(II) THE DEALER'S LIABILITY TO THE MANUFACTURER OR SUPPLIER IS NOT CAUSED BY THE DEALER'S DELAY IN CANCELING THE ORDER WHEN REQUESTED BY THE CONSUMER.

(D) (1) IF ORAL NOTICE IS GIVEN UNDER SUBSECTION (C)(1) OF THIS SECTION, THE DEALER SHALL RECORD IN WRITING, THE DATE AND TIME OF THE NOTIFICATION AND THE SIGNATURE OF THE PERSON WHO MADE THE NOTIFICATION.

(2) IN THE EVENT THAT PARAGRAPHS (2) OR (3) OF SUBSECTION (C) OF THIS SECTION IS APPLICABLE, THE DEALER SHALL PROMPTLY INFORM THE CONSUMER OF THE DELAY AND PROVIDE THE CONSUMER WRITTEN NOTICE OF A NEW ESTIMATED DELIVERY DATE WHICH MAY NOT EXCEED ANY DELAY CAUSED BY A WORK STOPPAGE, ACT OF GOD, OR MANUFACTURER'S DELAY.

14-1704.

IT SHALL BE AN UNFAIR AND DECEPTIVE TRADE PRACTICE UNDER TITLE 13 OF THIS ARTICLE IF A DEALER:

(1) FAILS TO COMPLY WITH THE REQUIREMENTS OF § 14-1702 OF THIS TITLE; OR

(2) DENIES A CONSUMER THE REMEDIES PROVIDED BY § 14-1703 OF THIS TITLE.

14-1705.

(A) IN ANY ACTION BROUGHT TO ENFORCE THIS SECTION, A COURT MAY AWARD REASONABLE ATTORNEY'S FEES TO A PREVAILING PLAINTIFF, OTHER THAN THE ATTORNEY GENERAL.

(B) IF IT APPEARS TO THE SATISFACTION OF THE COURT THAT AN ACTION IS BROUGHT IN BAD FAITH OR IS OF A FRIVOLOUS NATURE, THE