- (b) (2) If the down payment includes goods traded in, the goods must be tendered in substantially as good condition as when received by the seller. If the seller fails to tender the goods as provided by this section, the buyer may elect to recover an amount equal to the trade-in allowance stated in the agreement.
- (e) (3) The seller may retain as a cancellation fee 5 per cent of the cash price OR \$10, WHICHEVER IS LESS, but not exceeding the amount of the cash down payment. If the seller fails to comply with an obligation imposed by this section, or if the buyer avoids the sale on any ground independent of his right to cancel provided by the provisions on the buyer's right to cancel (subsection (a) (1) of Section 29) or revokes his offer to purchase, the seller is not entitled to retain a cancellation fee.
- (d) (4) Until the seller has complied with the obligations imposed by this section the buyer may retain possession of goods delivered to him by the seller and has a lien on the goods in his possession of control for any recovery to which he is entitled.

32.

- (a) (1) Except as provided in subsection (d) (4) of Section 31 of this subheading, within twenty days after a home solicitation sale has been cancelled, or an offer to purchase is revoked, the buyer, upon demand shall tender to the seller any goods delivered by the seller pursuant to the sale, but he is not obligated to tender at any place other than his own address. If the seller fails to take DEMAND possession of such goods within twenty days (20) after cancellation or revocation, the goods shall become the property of the buyer without obligation to pay for them.
- (b) (2) The buyer shall take reasonable care of the goods in his possession both prior to cancellation and during the twenty-day period following. During the twenty-day period after cancellation, except for the buyer's duty of care, the goods are the seller's risk.
- (e) (3) If the seller has performed any services pursuant to a home solicitation sale prior to its cancellation, the seller is entitled to no compensation except the cancellation fee provided in this subheading. If the seller's services result in the alteration of property of the buyer, the seller shall restore the property to substantially as good condition as it was in at the time the services were rendered.

33.

No seller in a home solicitation sale shall offer to pay a commission or give a rebate or discount to the buyer in consideration of the buyer's giving to the seller the names of prospective purchasers or otherwise aiding the seller in making a sale to another person, if the earning of the commission, rebate or discount is contingent upon an event subsequent to the time the buyer agrees to buy.

34 33.

Any person who violates any provision of this subheading shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than ninety days or both. Any sale made in respect to which a commission, rebate or discount is offered in violation of the provisions of this subheading shall be voidable at the option of the buyer.