

- (1) BE IN WRITING;
- (2) IDENTIFY THE CONTRACT;
- (3) DESCRIBE THE MERCHANDISE OR SERVICES;
- (4) STATE THE NAME AND ADDRESS OF THE ASSIGNEE; AND

THAT:

- (5) CONTAIN A CONSPICUOUS NOTICE TO THE BUYER

- (i) HE HAS 90 DAYS AFTER THE MAILING DATE OF THE NOTICE OF ASSIGNMENT WITHIN WHICH TO NOTIFY THE ASSIGNEE IN WRITING OF ANY COMPLAINT, CLAIM, OR DEFENSE HE MAY HAVE AGAINST THE SELLER; AND

- (ii) IF A WRITTEN NOTICE OF A COMPLAINT, CLAIM, OR DEFENSE IS NOT RECEIVED BY THE ASSIGNEE WITHIN THE 90 DAY PERIOD, THE ASSIGNEE MAY ENFORCE THE CONTRACT FREE OF ANY CLAIM OR DEFENSE WHICH THE BUYER HAS AGAINST THE SELLER.

(E) NOTICE OF DEFENSE.

THE BUYER'S NOTICE OF DEFENSE SHALL BE:

- (1) IN WRITING;
- (2) ADDRESSED TO THE ASSIGNEE AT THE ADDRESS DESIGNATED IN THE NOTICE OF ASSIGNMENT; AND
- (3) MAILED WITHIN 90 DAYS AFTER THE DATE OF MAILING THE NOTICE OF ASSIGNMENT TO HIM.

(F) RIGHTS OF BUYER.

THE RIGHTS OF A BUYER UNDER THIS SECTION MAY BE ASSERTED ONLY AS A DEFENSE OR SETOFF AGAINST A CLAIM BY THE ASSIGNEE.

(G) REMEDY CUMULATIVE.

THE REMEDY PROVIDED IN THIS SECTION IS IN ADDITION TO ANY OTHER REMEDY PROVIDED TO THE BUYER UNDER THE LAW OF THE STATE, INCLUDING §§ 12-507 AND 12-628 OF THIS ARTICLE RELATING TO RETAIL CREDIT ACCOUNTS AND RETAIL INSTALLMENT SALES.

(H) WAIVER OF BENEFITS, DEFENSES, OR PROTECTION.

NO ACT, AGREEMENT, OR STATEMENT OF A MAKER OR BUYER MAY CONSTITUTE A VALID WAIVER OF ANY BENEFIT, DEFENSE, OR PROTECTION UNDER THIS SECTION, AND NO INSTRUMENT OR