

## THE LAYAWAY AGREEMENT;

(II) THE CONSUMER GOODS ARE SPECIFIC EXISTING CONSUMER GOODS IDENTIFIED FROM THE SELLER'S STOCK OR INVENTORY AT THE TIME OF THE MAKING OF THE LAYAWAY AGREEMENT; AND

(III) THE SELLER RETAINS POSSESSION OF THE CONSUMER GOODS AND BEARS THE RISK OF THEIR LOSS OR DAMAGE UNTIL THE LAYAWAY PRICE IS PAID IN FULL.

(2) "LAYAWAY AGREEMENT" INCLUDES A "SPECIAL ORDER TRANSACTION," AS DEFINED IN THIS SECTION.

(3) "LAYAWAY AGREEMENT" DOES NOT INCLUDE A BONA FIDE C.O.D. TRANSACTION.

(4) "LAYAWAY AGREEMENT" DOES NOT INCLUDE ANY FORM OF LAYAWAY AGREEMENT WHERE THE BUYER CAN DEFAULT WITHOUT ANY PENALTY, OTHER THAN A MAXIMUM SERVICE CHARGE OF \$1.

(H) "LAYAWAY PRICE" MEANS THE CASH PRICE OF CONSUMER GOODS TOGETHER WITH AN OPTIONAL SERVICE CHARGE, NOT TO EXCEED \$1 IF THE PRICE OF THE CONSUMER GOODS IS \$500 OR LESS OR \$5 IF THE PRICE OF THE CONSUMER GOODS EXCEEDS \$500.

(I) "RETAIL SALE" MEANS THE SALE OF CONSUMER GOODS FOR USE OR CONSUMPTION BY THE BUYER OR FOR THE BENEFIT OR SATISFACTION WHICH THE BUYER MAY DERIVE FROM THE USE OR CONSUMPTION OF THE CONSUMER GOODS BY ANOTHER, BUT NOT FOR RESALE BY THE BUYER.

(J) "SELLER" MEANS A PERSON WHO SELLS OR AGREES TO SELL CONSUMER GOODS UNDER A LAYAWAY AGREEMENT.

(K) "SPECIAL ORDER TRANSACTION" MEANS A CONTRACT FOR THE RETAIL SALE OF CONSUMER GOODS, NEGOTIATED OR ENTERED INTO IN THE STATE, UNDER WHICH EITHER:

~~(1) THE CONSUMER GOODS ARE NOT SPECIFIC EXISTING CONSUMER GOODS IDENTIFIED FROM THE SELLER'S STOCK OR INVENTORY AT THE TIME OF THE MAKING OF THE CONTRACT BUT WHICH MUST BE ORDERED BY THE SELLER FROM A MANUFACTURER OR SUPPLIER; OR~~

~~(2) THE CONSUMER GOODS ARE SPECIFIC EXISTING CONSUMER GOODS IDENTIFIED FROM THE SELLER'S STOCK OR INVENTORY BUT ARE CONSUMER GOODS WHICH ARE TO BE SPECIALLY ALTERED AT THE REQUEST OF THE BUYER SUBSEQUENT TO THE MAKING OF THE CONTRACT.~~

(1) CONSUMER GOODS:

(I) ARE ORDERED BY THE BUYER TO THE BUYER'S UNIQUE SPECIFICATIONS;

(II) ARE NOT CARRIED BY THE SELLER, EITHER