

DATE; AND

(III) THE TOTAL AMOUNT REMAINING DUE TO THE SELLER.

(F) AFTER THE BUYER HAS MADE ALL PAYMENTS TO THE SELLER IN ACCORDANCE WITH THE LAYAWAY AGREEMENT, THE SELLER SHALL DELIVER TO THE BUYER THE CONSUMER GOODS OR CONSUMER GOODS THAT ARE IDENTICAL TO THOSE ORIGINALLY SELECTED BY THE BUYER.

14-1105.

(A) THE SELLER MAY NOT INCREASE THE LAYAWAY PRICE OF THE CONSUMER GOODS SOLD UNDER A LAYAWAY AGREEMENT.

(B) IF, WITHIN 7 10 CALENDAR DAYS AFTER THE EXECUTION OF A LAYAWAY AGREEMENT, THE SELLER REDUCES THE SELLING PRICE OF EXISTING ITEMS IN HIS STOCK OR INVENTORY IDENTICAL TO THOSE BEING HELD FOR A BUYER, THE SELLER SHALL CREDIT THE BUYER FOR THE DIFFERENCE BETWEEN THE ORIGINAL LAYAWAY PRICE AND THE REDUCED PRICE.

14-1106.

(A) THE BUYER IS IN DEFAULT UNDER A LAYAWAY AGREEMENT WHENEVER 15 DAYS HAS Lapsed FROM THE SCHEDULED DATE ON WHICH THE BUYER FAILED TO MAKE A REQUIRED PAYMENT.

(B) IF THE BUYER DEFAULTS UNDER PARAGRAPH (A) OF THIS SECTION, THE SELLER MAY IMMEDIATELY CANCEL THE LAYAWAY AGREEMENT AND RECOVER FROM THE BUYER LIQUIDATED DAMAGES UNDER PARAGRAPH (C) OF THIS SECTION OR 14-1107, AS APPLICABLE.

(C) IF THE BUYER DEFAULTS UNDER A LAYAWAY AGREEMENT 8 OR MORE CALENDAR DAYS AFTER THE DATE OF ITS EXECUTION, THE SELLER MAY RETAIN AS LIQUIDATED DAMAGES AN AMOUNT NOT TO EXCEED 10 PERCENT OF THE LAYAWAY PRICE OR THE TOTAL AMOUNT PAID BY THE BUYER TO THE DATE OF DEFAULT, WHICHEVER IS LESS.

(D) UNLESS OTHERWISE PROVIDED IN THE LAYAWAY AGREEMENT, PARAGRAPH (C) OF THIS SECTION DOES NOT APPLY IF THE BUYER DEFAULTS UNDER A SPECIAL ORDER TRANSACTION.

(E) EXCEPT AS PROVIDED IN § 14-1104(C), AT ANY TIME BEFORE DELIVERY OR TENDER OF DELIVERY, AND BEFORE DEFAULT BY THE BUYER, THE LAYAWAY AGREEMENT MAY BE CANCELLED BY THE BUYER. HOWEVER, THE SELLER MAY RETAIN FROM THE REFUND DUE THE BUYER LIQUIDATED DAMAGES IN AN AMOUNT WHICH IS THE LESSER OF 10 PERCENT OF THE LAYAWAY PRICE OR THE TOTAL AMOUNT PAID BY THE BUYER TO THE DATE OF CANCELLATION.

14-1107.

IF THE BUYER DEFAULTS UNDER A SPECIAL ORDER TRANSACTION, THE SELLER MAY EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE AT EITHER LAW OR EQUITY, INCLUDING THOSE RIGHTS