

[(2) If the actual documented expenses incurred by the seller for the fitting, delivery, and return of the hearing aid to the manufacturer are in excess of 10 percent of the purchase price, the seller may retain an amount equal to these expenses only if:

(i) The amount is conspicuously identified as "nonrefundable" on the contract or bill of sale for the hearing aid; and

(ii) The total amount retained does not exceed 20 percent of the purchase price of the hearing aid.]

~~(2) THE FOLLOWING CHARGES MAY BE DEDUCTED IN THEIR ENTIRETY FROM A REFUND TO A PURCHASE UNDER THIS SUBSECTION, IF THE CHARGES ARE CONSPICUOUSLY IDENTIFIED AS NONREFUNDABLE ON THE CONTRACT OR BILL OF SALE FOR THE HEARING AID:~~

~~(I) PROFESSIONAL AND DIAGNOSTIC FEES; AND~~

~~(II) THE COST OF ACCESSORIES AND CUSTOM MADE ITEMS.~~

(3) The seller shall deliver the refund to the purchaser if:

(i) The purchase is made at a place other than the place of business of the seller, within 30 days after the receipt of the notice of cancellation; and

(ii) The purchase agreement is made at the place of business of the seller, within 30 days after the return of the hearing aid.

(4) If a hearing aid is sold in a hospital or related institution, the seller must initiate a refund request with the accounting department of the selling hospital or related institution within 10 days after receiving the notice of cancellation from the purchaser.

~~(e) After cancellation of the purchase, if the hearing aid has been delivered to the purchaser, the purchaser must make the hearing aid available to the seller in substantially as good condition as when received.~~

~~(d) The right of cancellation may not be waived or otherwise surrendered.~~

~~(e) (1) The contract or bill of sale for the purchase of a hearing aid shall contain the following statement:~~

~~"You may cancel this purchase for any reason, at any time within 30 days after the date of delivery of the hearing aid. To cover the costs of dispensing the hearing aid, the seller may withhold from the refund [10 percent of the purchase price or the seller's actual costs up to 20 percent of the purchase price] THE AMOUNT OF ALL PROFESSIONAL AND DIAGNOSTIC FEES AND THE COST OF ACCESSORIES AND CUSTOM MADE ITEMS."~~

~~(2) The statement required under this subsection shall:~~

~~(i) Be in bold and conspicuous type of at least 10 point type; and~~