

(2) -- IF A CONSUMER NEGOTIATES A NEW DELIVERY DATE UNDER SUBSECTION (C) (2) (iii), THE PROVISIONS OF THIS SECTION SHALL APPLY.

(G) -- A VIOLATION OF THIS SECTION SHALL BE AN UNFAIR AND DECEPTIVE TRADE PRACTICE WITHIN THE MEANING OF TITLE 13 OF THIS ARTICLE.

(H) (1) -- A COURT MAY AWARD REASONABLE ATTORNEY'S FEES TO A PREVAILING PLAINTIFF UNDER THIS SECTION.

(2) -- IF IT APPEARS TO THE SATISFACTION OF THE COURT THAT AN ACTION IS BROUGHT IN BAD FAITH OR IS OF A FRIVOLOUS NATURE, THE COURT MAY ORDER THE OFFENDING PARTY TO PAY TO THE OTHER PARTY REASONABLE ATTORNEY'S FEES.

SUBTITLE 17. MERCHANDISE DELIVERY

14-1701.

(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(B) "CONSUMER" HAS THE SAME MEANING AS THAT TERM HAS IN TITLE 13 OF THE COMMERCIAL LAW ARTICLE.

(C) "DEALER" MEANS A PERSON WHO ENGAGES IN THE BUSINESS OF SELLING OR LEASING HOUSEHOLD GOODS TO CONSUMERS RESIDING IN MARYLAND.

(D) "HOUSEHOLD GOOD" MEANS ANY ARTICLE OR SET OF ARTICLES USED TO FURNISH OR SUPPLY A RESIDENTIAL DWELLING SUCH AS A SOFA, CABINET, RUG, CARPETING, WASHING MACHINE, REFRIGERATOR, TELEVISION, DINING ROOM SET, OR RANGE; AND

(E) "HOUSEHOLD GOOD" DOES NOT INCLUDE:

(1) ANY ARTICLE TAKEN BY THE CONSUMER ON THE DATE THE ARTICLE WAS ORDERED;

(2) ANY ARTICLE ORDERED BY MAIL; OR

(3) ANY PERMANENT FIXTURE.

(F) "ESTIMATED DELIVERY DATE" MEANS THE DATE ESTABLISHED UNDER § 14-1702 OR § 14-1703 OF THIS TITLE ON WHICH THE DEALER REASONABLY ANTICIPATES TO DELIVER THE ORDERED HOUSEHOLD GOOD TO THE CONSUMER.

14-1702.

(A) NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, WHEN A CONSUMER ORDERS A HOUSEHOLD GOOD, THE DEALER SHALL PROVIDE TO THE CONSUMER: