

(1) AN ESTIMATED DELIVERY DATE WRITTEN CLEARLY AND CONSPICUOUSLY ON ANY DOCUMENT EVIDENCING THE AGREEMENT OF SALE OR LEASE FOR THE HOUSEHOLD GOOD; AND

(2) A STATEMENT THAT IS PART OF OR ACCOMPANIES THE DOCUMENT EVIDENCING THE AGREEMENT OF SALE OR LEASE FOR THE HOUSEHOLD GOOD AND IS IN BOLDFACE TYPE OF A MINIMUM SIZE OF 10 POINTS WHICH IS IN SUBSTANTIALLY THE FOLLOWING FORM:

IF THE DEALER FAILS TO PROVIDE YOU, THE BUYER, WITH AN ESTIMATED DELIVERY DATE OR FAILS TO DELIVER THE ORDERED HOUSEHOLD GOOD WITHIN 2 WEEKS OF THE ESTIMATED DELIVERY DATE, YOU MAY (1) CANCEL THE CONTRACT AND RECEIVE A FULL REFUND OR CREDIT EQUAL TO YOUR DEPOSIT, (2) MODIFY THE CONTRACT BY SELECTING ANOTHER HOUSEHOLD GOOD, OR (3) NEGOTIATE WITH THE DEALER A NEW DELIVERY DATE. THE DEALER IS NOT REQUIRED TO ALLOW YOU TO EXERCISE THESE RIGHTS IF THE DEALER CANNOT CANCEL THE ORDER WITH THE MANUFACTURER OR SUPPLIER.

(B) THE ESTIMATED DELIVERY DATE SHALL TAKE INTO ACCOUNT THE MANUFACTURER'S OR SUPPLIER'S INSTRUCTIONS, RECENT DELIVERY EXPERIENCE WITH THE MANUFACTURER OR SUPPLIER, AND THE DEALER'S OWN DELIVERY SCHEDULES.

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(A) NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, IF THE DEALER FAILS TO PROVIDE THE CONSUMER WITH ANY ESTIMATED DATE REQUIRED BY THIS SUBTITLE OR FAILS TO DELIVER THE HOUSEHOLD GOOD TO THE CONSUMER WITHIN 2 WEEKS OF THE LATEST ESTIMATED DELIVERY DATE PROPERLY ESTABLISHED UNDER THIS SUBTITLE, THE CONSUMER MAY:

- (1) CANCEL THE CONTRACT AND RECEIVE A FULL REFUND;
- (2) CANCEL THE CONTRACT AND RECEIVE A CREDIT EQUAL TO THE DEPOSIT;
- (3) NEGOTIATE WITH THE DEALER A NEW DELIVERY DATE; OR
- (4) MODIFY THE CONTRACT BY SELECTING OTHER HOUSEHOLD GOODS.

(B) (1) IF A CONSUMER CANCELS A CONTRACT AND REQUESTS A FULL REFUND OR CREDIT, THE DEALER SHALL PROVIDE TO THE CONSUMER THE FULL REFUND OR CREDIT WITHIN 2 WEEKS OF THE CONSUMER'S REQUEST.

(2) AT THE DEALER'S OPTION, THE DEALER MAY, IMMEDIATELY FOLLOWING THE CONSUMER'S REQUEST FOR A FULL REFUND OR CREDIT, REQUIRE THE CONSUMER TO SIGN A WRITTEN REQUEST FOR THE FULL REFUND OR CREDIT ON A DEALER'S SELF-ADDRESSED POSTCARD OR A FORM WHICH SHALL INCLUDE A DEALER'S SELF-ADDRESSED ENVELOPE, TO BE SUPPLIED TO THE CONSUMER BY THE DEALER.

(C) THE PROVISIONS OF THIS SECTION DO NOT APPLY IF;