

(B) (1) CANCELLATION OF THE PURCHASE ENTITLES THE PURCHASER TO A REFUND OF THE ENTIRE CONSIDERATION PAID ~~FOR THE HEARING AID~~, LESS 10 PERCENT FOR SERVICES.

(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 SELLER SHALL DELIVER THE REFUND TO THE PURCHASER WITHIN 10 BUSINESS DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION.~~

(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.

(C) 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: