

14-2404.

IT IS A DECEPTIVE TRADE PRACTICE FOR A SELLER OF HEARING AIDS TO:

~~(1) FAIL TO INFORM THE PURCHASER ORALLY, AT THE TIME HE SIGNS THE CONTRACT AND AT THE TIME HE ACCEPTS DELIVERY OF THE CONTRACT, OF THE RIGHT TO CANCEL;~~

(2) (1) MISREPRESENT IN ANY WAY THE PURCHASER'S RIGHT TO CANCEL;

(3) (2) FAIL TO INFORM A PURCHASER IN WRITING AT THE TIME OF THE PURCHASE, AND AT THE TIME OF DELIVERY OF THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME UP TO 30 DAYS AFTER THE HEARING AID HAS BEEN DELIVERED;

(4) (3) BEFORE FURNISHING ~~COPIES OF~~ THE "NOTICE OF CANCELLATION" TO THE PURCHASER, FAIL TO COMPLETE ~~ALL COPIES OF~~ THE NOTICE BY ENTERING:

(I) THE NAME OF THE SELLER;

(II) THE ADDRESS OF THE SELLER'S PLACE OF BUSINESS;

~~(III) THE DATE OF THE TRANSACTION;~~

~~(IV) (III)~~ THE DATE OF DELIVERY; AND

~~(V) (IV)~~ THE DATE, NOT EARLIER THAN 30 DAYS AFTER THE DATE OF DELIVERY, BY WHICH THE PURCHASER MAY GIVE NOTICE OF CANCELLATION;

~~(5) (4)~~ INCLUDE IN ANY SALES CONTRACT OR RECEIPT ANY CONFESSION OF JUDGMENT OR WAIVER OF ANY RIGHT TO WHICH THE PURCHASER IS ENTITLED UNDER THIS SUBTITLE, INCLUDING SPECIFICALLY THE RIGHT TO CANCEL THE SALE IN ACCORDANCE WITH THE PROVISIONS OF THIS SUBTITLE;

~~(6) (5)~~ FAIL TO HONOR A VALID NOTICE OF CANCELLATION;

~~(7) (6)~~ WITHIN ~~40 BUSINESS~~ 30 DAYS OF RECEIVING A PURCHASER'S NOTICE OF CANCELLATION, FAIL TO NOTIFY THE PURCHASER WHETHER THE SELLER INTENDS TO REPOSSESS OR TO ABANDON THE DELIVERED HEARING AID; OR

~~(8) (7)~~ FAIL TO REFUND ALL PAYMENTS, LESS 10 PERCENT OR THE AMOUNT ALLOWED UNDER § 14-2403(B)(2) OF THIS SUBTITLE, MADE UNDER THE PURCHASE AGREEMENT WITHIN ~~40 BUSINESS~~ 30 DAYS AFTER;