§ 428. Form of notice; statement of buyer's rights. 1. In a door-to-door sale, the seller shall furnish to the buyer

(a) a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g. Spanish, as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in not less than ten-point bold face type, a statement in substantially the following form:

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

(b) at the time the buyer signs the door-to-door sales contract or otherwise agrees to buy consumer goods or services from the seller, a completed form in duplicate, captioned "NOTICE OF CANCELLATION", which shall be attached to the contract or receipt and easily detachable, and which shall contain in not less than ten-point bold face type the following information and statements in the same language, e.g. Spanish, as that used in the contract:

NOTICE OF CANCELLATION

(enter date of transaction)

_____

(Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE

GOODS AT THE SELLER'S EXPENSE AND RISK.
IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO
(Name of Seller), AT Address of Seller

_____ _____
(Place of Business) NOT LATER THAN MIDNIGHT OF

_____

_____
(Date)

I HEREBY CANCEL THIS TRANSACTION.

_____
(Date)

_____
(Buyer's Signature)

and the seller shall complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation.

2. In a door-to-door sale, the seller shall inform each buyer orally, at the time he signs the contract or purchases the goods or services, of his right to cancel. Until the seller has complied with this section, the buyer or any other person obligated for any part of the purchase price may cancel the door-to-door sale by notifying the seller in any

manner and by any means of his intention to cancel. The period prescribed by subdivision one of section four hundred twenty-seven shall begin to run from the time the seller complies with this section.

3. A door-to-door sales contract or receipt shall not include any confession of judgment or any waiver of any of the rights to which the buyer is entitled under this article including specifically his right to cancel the sale in accordance with the provisions of this article.

4. A door-to-door sales contract or receipt shall disclose conspicuously the seller's refund policy as to all goods, wares or merchandise subject to the door-to-door sales agreement. If the seller fails to disclose conspicuously the applicable refund policy, then the seller shall be liable to the buyer for a cash refund of the total price or a credit of the total price, at the buyer's option, provided that within twenty days from the date of delivery of the purchased item or items, the buyer makes a demand therefor and provided that the merchandise is in substantially as good condition as when received by the buyer. In no event shall this subdivision be deemed to supercede a refund policy of a seller which allows return of merchandise more than twenty days after the date of delivery of the purchased item or items. The amount paid by the buyer to the seller shall be refunded or credited, as the case may be, within ten business days from the date of return of the seller's merchandise in substantially as good condition as when received by the buyer.

5. This section does not relieve any person, firm, corporation or association subject to the provisions of this section from complying with any other applicable law, ordinance, rule or regulation relating to refund policies which affords the buyer greater protection than do the provisions of this section.