

## Article - Commercial Law

§14–2202.

(a) The provisions of this subtitle do not apply to a transaction:

(1) Made in accordance with prior negotiations in the course of a visit by the consumer to a merchant operating a retail business establishment which has a fixed permanent location and where consumer goods are displayed or offered for sale on a continuing basis;

(2) In which the person making the solicitation or the business enterprise for which the person is calling:

(i) Has made a previous sale to the consumer; or

(ii) Has a preexisting business relationship with the consumer;

(3) Which is covered by the provisions of Subtitle 3 of this title;

(4) In which:

(i) The consumer may obtain a full refund for the return of undamaged and unused goods to the seller within 7 days of receipt by the consumer; and

(ii) The seller will process the refund within 30 days of receipt of the returned merchandise by the consumer;

(5) In which the consumer purchases goods or services pursuant to an examination of a television, radio, or print advertisement or a sample, brochure, catalogue, or other mailing material of the merchant that contains:

(i) The name, address, and telephone number of the merchant;

(ii) A description of the goods or services being sold; and

(iii) Any limitations or restrictions that apply to the offer; or

(6) In which the merchant is a bona fide charitable organization as defined in § 6-101 of the Business Regulation Article.

(b) Notwithstanding subsection (a) of this section, this subtitle applies to any solicitation offering credit services where:

(1) The consumer is required to call a telephone number;

(2) The consumer is charged a separate toll fee for the call; and

(3) The person making the solicitation receives any portion of the separate

telephone toll fee paid by the consumer.