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§14–1803.

(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:

(1) Due primarily to the conduct of the consumer, a delivery prearranged between the dealer and the consumer was unsuccessful and, following the unsuccessful attempt to deliver, the dealer provided written or oral notice of the attempted delivery to the consumer;

(2) The delay in delivery is caused by a work stoppage or an act of God; or

(3) The dealer's inability to deliver by the estimated date is due to the manufacturer's or supplier's failure to deliver to the dealer in a timely manner the household goods as ordered, and where:

(i) Despite good faith efforts to cancel the contract with the manufacturer, the dealer is liable to the manufacturer or supplier to complete the purchase under applicable law; and

(ii) The dealer's liability to the manufacturer or supplier is not caused by the dealer's delay in canceling the order when requested by the consumer.

(d) (1) If oral notice is given under subsection (c)(1) of this section, the dealer shall record in writing, the date and time of the notification and the signature of the person who made the notification.

(2) In the event that paragraph (2) or (3) of subsection (c) of this section is applicable, the dealer shall promptly inform the consumer of the delay and provide the consumer written notice of a new estimated delivery date which may not exceed any delay caused by a work stoppage, act of God, or manufacturer's delay.

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