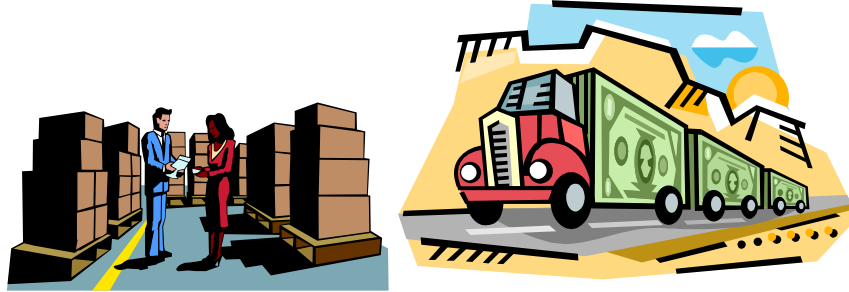


SALE OF GOODS FOR FUTURE DELIVERY



If I purchased an item that cannot be delivered at the time of sale or lease what information must be in writing?

An estimated delivery date must be conspicuously posted in writing on the contract, bill of sale or receipt given at time the order is taken.

When must the goods be delivered?

The goods must be delivered by the last date promised as stated for delivery unless:

Consumer receives either written notification or oral communication confirmed in writing within one (1) day of the delay and is notified of the anticipated delivery date or range of delivery dates.

What are my rights if the goods are not delivered within thirty (30) days of the estimated delivery date or the merchant did not send written notification of the change?

You can, at your option, either:

- Cancel the contract with a full refund
 - **Note:** refund must be made within two (2) weeks of your request
- Cancel the contract and receive full credit with the merchant
- Negotiate a new delivery date
- Select new goods and receive credit for any payments made

The merchant should send written notification of these options within thirty (30) days of the estimated delivery date.

What if only a partial delivery was made?

Your rights apply only to the undelivered portion of the goods unless the goods were sold expressly as a set.

What if the delivery was delayed due to a strike or act of God?

The amount of time of the delay equal to the strike or act of God shall not be counted in computing the thirty (30) days.

What if I, as the consumer, cause the delay?

Merchants are not in violation when the consumer causes the delay.

Where can I obtain additional information?

Copies of the local law are available during business hours at the Rockland County Office of Consumer Protection.

The law is also available online at the following link:

[Chapter 331-19](#)