

TIPS FOR CONSUMERS: FURNITURE AND MAJOR APPLIANCE DELIVERY

- For non-custom-made furniture, or a major household appliance costing more than \$200, state law requires that the retailer provide you at the time of sale with a written estimate of the delivery date, or range of delivery dates.
- If the seller is unable to deliver the furniture or appliance by the delivery date, the company must notify you of the delay and any revised delivery date or range of delivery dates and also must give you the following four options:
 1. canceling the contract and receiving a full refund;
 2. canceling the contract and receiving a credit for any deposit;
 3. agreeing to a new delivery date or range of delivery dates; or
 4. selecting a different piece of furniture or appliance.
- If you choose to cancel the contract and receive a refund, the seller must make the refund within two weeks of your request.
- The above options are unavailable if the delay in delivery is caused solely by the customer.
- Layaway is the purchase of any merchandise priced at over \$50 in at least four installments which is to be delivered after the final payment is made.

If you buy merchandise on layaway, you are entitled to a written contract describing, among other things, the total cost of the item, including any fee for using the layaway method of payment; the length of the plan; the payment schedule and the consequences of missing payments; the merchant's refund policy; and the location where the merchandise is being stored or, if it will not be removed from inventory upon receipt of the first layaway payment, the time at which the merchandise will be removed from inventory or ordered.

- If you have experienced problems with retailers of furniture or major appliances, please contact the Attorney General's consumer help line at (800) 771-7755 or visit his website at www.oag.state.ny.u