

## North Dakota Supplement

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Customer's Last Name/First Name

Store No.

Order No.

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Salesperson's Name (if any)

The terms and conditions of this Addendum apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in North Dakota and are expressly made a part of all such agreements. In the event of any conflict, inconsistency or discrepancy between the terms of Your Home Improvement Agreement and this North Dakota Supplement, the terms of this Supplement shall control.

### NOTICE OF RIGHT TO CURE

Pursuant to N.D. Cent. Code § 43-07-26, before undertaking any repair, other than emergency repair, or instituting any action for breach of warranty in the construction of a home improvement with a value exceeding two thousand dollars, You shall give the Home Depot written notice by mail, within six months after knowledge of the defect, advising Home Depot of any defect and giving the Home Depot a reasonable time to respond. Within a reasonable time after receiving the notice, Home Depot shall inspect the defect and provide a response to You and, if appropriate, remedy the defect within a reasonable time thereafter. "Reasonable time" means within thirty (30) business days after the notice is mailed or any shorter period of time as may be appropriate under the circumstances.

### NOTICE TO BUYER

1. Do not sign this Agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this Agreement at the time you sign it.
3. You may pay off the full unpaid balance due under this Agreement at any time, and in so doing you may receive a full rebate of the unearned finance and insurance charges.
4. You may cancel this transaction at any time prior to midnight of the third (3<sup>rd</sup>) business day after the date of this transaction or fifteen (15) business days if you are sixty-five (65) years of age or older and the purchase price under this Agreement is greater than fifty dollars (\$50.00). See the attached notice of cancellation form for an explanation of this right.
5. The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this Agreement.
6. **YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

**NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

1. You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.
2. 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 ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.
3. 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.
4. If you do make the goods available to the seller and the seller does not pick them up within twenty (20) 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.
5. Buyer acknowledges receiving an oral notification that the buyer may cancel this transaction at any time before midnight of the third business day after the date of this transaction or fifteen business days if the buyer is sixty-five years of age or older.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

6. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send an electronic mail message to \_\_\_\_\_,

(Electronic mail address of seller)

TO \_\_\_\_\_,  
(Name of seller)

AT

\_\_\_\_\_  
\_\_\_\_\_  
(Address of seller's place of business)

**NOT LATER THAN MIDNIGHT OF**

\_\_\_\_\_  
(Date)

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

**NOTICE OF CANCELLATION (required duplicate)**

\_\_\_\_\_  
(Enter date of transaction)

1. You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.
2. 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 ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.
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5. Buyer acknowledges receiving an oral notification that the buyer may cancel this transaction at any time before midnight of the third business day after the date of this transaction or fifteen business days if the buyer is sixty-five years of age or older.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

6. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send an electronic mail message to \_\_\_\_\_,

(Electronic mail address of seller)

TO \_\_\_\_\_,  
(Name of seller)

AT

\_\_\_\_\_  
\_\_\_\_\_  
(Address of seller's place of business)

**NOT LATER THAN MIDNIGHT OF**

\_\_\_\_\_  
(Date)

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)