

NEW YORK 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 Supplement apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in New York 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 New York Supplement, the terms of this Supplement shall control.

NOTICE TO CUSTOMER

1. You have a three (3)-day right to cancel this Agreement, except where a) You have initiated the contract; b) the home improvement is needed to meet an emergency situation; c) You provide a dated and signed personal statement indicating the need for immediate remedy; and d) You further acknowledge waiving the right to cancel this Agreement within the aforementioned three (3)-day time frame;
2. Home Depot is legally required to deposit all progress payments received prior to completion in an escrow account or post a bond or contract of indemnity to protect these payments;
3. If Home Depot, Installation Professional, or any subcontractor who does work is not paid, he may have a claim against Your property under New York lien laws.

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to Your home improvement Agreement and who is not paid may have a valid legal claim against Your property known as a mechanic's lien. Any mechanic's lien filed against Your property may be discharged. Payment of the agreed upon price under Your Agreement prior to filing a mechanic's lien may invalidate such a lien. You may contact an attorney to determine Your rights to discharge a mechanic's lien.

If this Agreement mentions that You will make one (1) or more progress payments to the Installation Professional prior to substantial completion of the work, it should include a schedule of the payments indicating the amount of each payment. The schedule should describe the state of completion of the work/services and specify what materials must be supplied before each progress payment is due. This schedule must bear a "reasonable relationship" to the work that is done, the required materials that must be purchased, and other related expenses. If the Agreement indicates that You will pay the Installation Professional on a designated hourly or time basis for work that has been performed or Installation Professional charges You for supplies that have provided prior the time that payment is due, such payment will not be considered a progress payment.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

(Buyer's Signature)

Performance Bond: Home Depot has filed a Performance and Payment Bond (No. 103076128) with the Registrar of Contracts. The Surety is Travelers Casualty and Surety Company, 1 Tower Square, Hartford, Connecticut 06183.

NOTICE OF CANCELLATION

(Print/type date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY 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.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:

(Name of Seller)

AT

(Place of Business)

NOT LATER THAN MIDNIGHT OF

(Date - THREE (3) BUSINESS DAYS from the date of transaction)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)