

OKLAHOMA SUPPLEMENT

--	--	--

(Customer's Last Name/First Name)

(Store No.)

(Order No.)

--

(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 Oklahoma 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 Oklahoma Supplement, the terms of this Supplement shall control.

NOTICE TO OWNER

YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION, REPAIR, OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL, EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR. THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABORERS AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT, AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIALS FURNISHED.

NOTICE OF RIGHT TO REPAIR – If You contend that there are defects in any of the Work or Materials provided by Home Depot or any Service Provider under this agreement, you must, prior to commencing any legal action against Home Depot arising from or relating to such defects:

- (1) Present Home Depot with a written notice listing any claimed construction defects, and;
- (2) Allow Home Depot and/or the Service Provider to inspect the claimed construction defects and present to You a written response which shall include Home Depot's offer to repair defects or compensate You for such defects within thirty (30) days after receipt of the notice of defects.

BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to:

(Insert name and mailing address of seller)

If you cancel, the seller may keep all or part of your cash down payment not to exceed five percent (5%) of the cash price.

NOTICE OF CANCELLATION

(Print/type date of transaction)

(Contract number)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) 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 TEN (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 (20) calendar 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

(Print/type name of seller or seller's authorized representative)

AT

(Print/type address for receipt of Cancellation Notice)

NOT LATER THAN MIDNIGHT OF

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

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)

(Buyer's printed name)

NOTICE OF CANCELLATION (required duplicate)

(Print/type date of transaction)

(Contract number)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) 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 TEN (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 (20) calendar 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

(Print/type name of seller or seller's authorized representative)

AT

(Print/type address for receipt of Cancellation Notice)

NOT LATER THAN MIDNIGHT OF

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

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)

(Buyer's printed name)