

50-673. When law inapplicable; implied warranty of telemarketer exempted pursuant to this section; consumer's right to cancel and refund. The provisions of K.S.A. 50-671 through 50-674 and amendments thereto do not apply to a transaction:

(a) That has been made in accordance with prior negotiations in the course of a visit by the consumer to a merchant operating a business establishment that has a fixed permanent location and where consumer goods or services are displayed or offered for sale on a continuing basis;

(b) in which the business establishment, or the establishment's predecessor in interest, making the solicitation has made a prior sale to the consumer, is establishing a business to business relationship or has a clear, preexisting business relationship with the consumer, provided that relationship resulted in the consumer becoming aware of the full name, business address and phone number of the establishment and is not a provider of telecommunications services;

(c) in which the consumer purchases goods or services pursuant to an examination of a television, radio, or print advertisement or a sample, brochure, catalogue, or other mailing material of the telemarketer that contains:

(1) The name, address, and telephone number of the telemarketer;

(2) a full description of the goods or services being sold along with a list of all prices or fees being requested, including any handling, shipping, or delivery charges; and

(3) any limitations or restrictions that apply to the offer; or

(d) in which the consumer may obtain a full refund for the return of undamaged and unused goods or a cancellation of services notice to the seller after the consumer has had at least seven days to review the goods or services, and the seller will process the refund within 30 days after receipt of the returned merchandise by the consumer or the refund for any services not performed or a pro rata refund for any services not yet performed for the consumer. The return and refund privilege shall be disclosed to the consumer orally by telephone or in writing with advertising, promotional material or with delivery of the product or service. The words "satisfaction guaranteed," "free inspection," "no risk guarantee" or similar words and phrases meet the requirements of this act.

(e) Any telemarketer who, pursuant to this section, is exempted from K.S.A. 50-671 through 50-674 and amendments thereto, impliedly warrants the goods or property to be satisfactory to the consumer to the extent that the consumer shall have the right to choose at any time within the seven-day refund period, to cancel the sale by notifying the telemarketer in writing, provided the consumer returns to the telemarketer the goods sold in substantially the same condition as when they were received by the consumer. A telemarketer that has received such notice to cancel from a consumer shall then, within 30 business days of the receipt of such notice:

(1) Refund all payments made, including any down payment made under the agreement;

(2) return any goods or property traded in to the seller on account of or in contemplation of the agreement, in substantially the same condition as when received by the telemarketer; and

(3) take any action necessary or appropriate to terminate promptly any security interest created in connection with the agreement.

History: L. 1991, ch. 70, § 3; L. 1992, ch. 252, § 2; L. 1998, ch. 156, § 3; July 1.