

Note: New York City businesses must comply with all relevant federal, state, and City laws and rules. All laws and rules of the City of New York, including the Consumer Protection Law and Rules, are available through the Public Access Portal, which businesses can access by visiting www.nyc.gov/consumers. For convenience, sections of the New York City Licensing Law (and Rules, if enacted) are included as a handout in this packet. The Law (and Rules) are current as of January 2009.

Please note that businesses are responsible for knowing and complying with the most current laws, including any City Council amendments. The Department of Consumer Affairs (DCA) is not responsible for errors or omissions in the handout provided in this packet. The information is not legal advice. You can only obtain legal advice from a lawyer.

NEW YORK CITY ADMINISTRATIVE CODE
TITLE 20: CONSUMER AFFAIRS
CHAPTER 2: LICENSES
SUBCHAPTER 24: ELECTRONIC OR HOME APPLIANCE SERVICE DEALERS

§ 20-410 Legislative declaration. It is hereby declared that the business of servicing electronic or home appliances has become the subject of great abuse. The public has been and is unprotected from unethical and financially unstable service dealers. The necessity for legislative intervention to protect the public and legitimate service dealers is hereby declared as a matter of legislative determination.

§ 20-411 Definitions. Whenever used in this subchapter, the following terms shall mean:

1. "Person" means an individual, firm, partnership, trust, association or corporation.
2. "Complainant" means the customer of a service dealer who has complained concerning an alleged violation of this subchapter, any rule promulgated pursuant thereto, or any practice engaged in by a service dealer or any of his or her employees.
3. "Service dealer" means a person who within the city of New York:
 - a. advertises that he or she performs repair service on electronic or home appliances, or makes public statements reasonably calculated to lead an ordinary consumer to believe that he or she performs such repair service;
 - b. solicits or bills a customer for repair service on electronic or home appliances;
 - c. sells service contracts or maintenance agreements for the performance of repair service on electronic or home appliances and accepts requests for such repair service under such service contracts or maintenance agreements;
 - d. accepts requests for repair service or receives electronic or home appliances for the performance of repair service; or

e. provides, as part of a sales transaction, repair service, including repair service performed by the seller, subcontractor, or other service repairer;

provided, however, that the term "service dealer" shall apply to a manufacturer of electronic or home appliances only when such manufacturer acting as a retailer engages in any of the activities described in this subdivision.

4. "Repair service" or "repair servicing" means the installation, maintenance, repair, replacement, testing, inspection or modification for compensation, other consideration or under a warranty, of electronic or home appliances.

5. "Electronic or home appliance" means any electronic device, or any appliance, that is commonly used in a household, including, but not limited to, televisions, radios, stereo systems, compact disc players, home computer systems, telephones, telephone answering machines, satellite dishes, cameras, calculators, video recorders or players, camcorders or other portable video recording devices, cassette recorders or players, facsimile machines, portable photocopiers, air conditioners, clothes washing machines, clothes dryers, dishwashers, food freezers, refrigerators, stoves, ranges, ovens, microwave ovens or sewing machines.

6. "Service repairer" means a person who performs repair service on electronic or home appliances.

§ 20-412 License required; fingerprinting. 1. No person shall represent or hold himself or herself out to be, or engage in business as, a service dealer, unless duly licensed pursuant to this subchapter.

2. The commissioner shall require that applicants for licenses issued pursuant to this subchapter be fingerprinted for the purpose of securing criminal history records from the state division of criminal justice services. The applicant shall pay a processing fee as required by the state division of criminal justice services. Fingerprints shall be taken of the individual owner if the applicant is a sole proprietorship; the general partners if the applicant is a partnership; and the officers, principals, directors, and stockholders owning more than ten percent of the outstanding stock of the corporation if the applicant is a corporation. Any person required to be fingerprinted hereunder shall furnish to the department three current passport-sized photographs of such person. Notwithstanding the foregoing, the commissioner need not require applicants for licenses required under this subchapter to be fingerprinted if criminal history records concerning such applicants are not available from the state division of criminal justice services.

§ 20-413 Licenses generally. No license shall be issued or renewed

unless the applicant or licensee is of good moral character and complies with all requirements governing the operation of the affected business which the commissioner prescribes by regulation.

§ 20-414 Fees. The biennial fee for a license or a renewal thereof shall be three hundred and forty dollars.

§ 20-417 Duties of licensees. 1. All work done by a service dealer shall be recorded on an invoice which shall contain the license number and such other detail as may be required by regulations promulgated by the commissioner. The invoice shall fully, separately and clearly describe all service work performed, all parts supplied, the date or dates thereof, and all charges made and the computations thereof. One copy of the invoice shall be delivered to the customer and one copy shall be retained by the service dealer for a period of at least three years from the date of such delivery.

2. The service dealer shall return all replaced parts to the customer, except such parts as may be exempted from this requirement by regulations of the commissioner and except such parts as the service dealer requires for return to the manufacturer or distributor under a warranty arrangement.

3. The service dealer shall comply with regulations promulgated by the commissioner setting forth requirements for estimates or the making of such estimates and shall inform the customer as to the cost thereof prior to rendering same.

4. A service dealer shall not make the remuneration, salary, wage, or other compensation of any employee, partner, officer or member contingent or dependent upon, or in any manner determined by the value, price, quantity or type of parts replaced, upon any apparatus serviced or repaired by any person required to be licensed by this subchapter.

5. A service dealer shall maintain such additional records as are required by regulations adopted by the commissioner to carry out the provisions of this subchapter. Such records shall be open and available for reasonable inspection by the commissioner or other law enforcement officials, and shall be kept for a period of three years.

§ 20-418 Regulations. The commissioner shall make such regulations as deemed necessary for the proper implementation and enforcement of this subchapter.

§ 20-419 License denial; right to hearing. No license may be denied for failure to meet any requirement established by this subchapter or by

the commissioner without a hearing.

§ 20-420 Issuance, renewal, revocation and suspension of license; fines. In addition to any powers of the commissioner, and not in limitation thereof, a license required pursuant to this subchapter may be suspended or revoked or issuance or renewal thereof denied by the commissioner, and the licensee may be fined pursuant to subdivision e of section 20-104 of chapter one of this title, upon a determination made by the commissioner or the commissioner's designee after due notice and hearing, that an applicant or a licensee, any of its principals, officers or directors, or any of its stockholders owning more than ten percent of the outstanding stock of the corporation:

- (a) has practiced fraud or misrepresentation upon a customer;
- (b) has practiced fraud or misrepresentation in establishing his or her qualifications for a license under this subchapter;
- (c) has aided or abetted another in practicing fraud or misrepresentation upon a customer or in establishing qualifications for a license under this subchapter;
- (d) has engaged in or has aided or abetted another in engaging in untrue, misleading or deceptive advertising, or unlawful selling practices as defined by the laws of this state, municipality or other local governmental unit within which such advertising or practices occurred;
- (e) is incompetent or untrustworthy and is thereby unfit to discharge the responsibilities of a licensee;
- (f) has failed upon request to render to the customer an itemized bill, in writing, containing such details as may be required by the rules of the department;
- (g) has been convicted of a crime which, in the judgment of the commissioner, has a direct relationship to such person's fitness or ability to perform any of the activities for which a license is required under this subchapter or has been convicted of any other crime which, in accordance with article twenty-three-a of the correction law, would provide a justification for the commissioner to refuse to issue or renew, or to suspend or revoke, such license;
- (h) has violated any of the provisions of this title, subchapter or the rules promulgated thereunder, or has knowingly caused, permitted, aided or abetted another in committing such violation.

§ 20-421 Informal adjustment of complaints. 1. The commissioner shall receive complaints from the public against any person issued a license pursuant to this subchapter.

- 2. The commissioner shall make a summary investigation of the facts.
- 3. After investigation, the commissioner may advise the licensee of

the contents of the complaint and may recommend measures that would compensate the complainant for any damages suffered as a result of the conduct of the licensee or make recommendations which otherwise may reasonably dispose of the complaint. If the licensee accepts the commissioner's recommendations and performs accordingly, such fact shall be given due consideration in any subsequent disciplinary proceedings instituted by the commissioner. If the licensee declines to accept the recommendations of the commissioner and to perform accordingly, the commissioner may investigate further or may institute a departmental hearing with respect to the complaint, and may thereafter require the licensee to make proper restitution to the complainant and may also take such disciplinary action as provided in this subchapter.

4. If the licensee accepts the recommendations of the commissioner and is willing to perform accordingly, but the complainant refuses to accept such recommendations, the commissioner shall not be required to take further action with respect to the complaint.

§ 20-422 Powers and duties of the commissioner. 1. In addition to any other powers of the commissioner, and not in limitation thereof, the commissioner shall have the power to enforce the provisions of this subchapter, to investigate any violation thereof, and to investigate the business, business practices and business methods of any person who is or may be subject to this subchapter, if in the opinion of the commissioner, such investigation is warranted. Each person shall be obliged upon the request of the commissioner, to supply such information as may be required concerning the business, business practices or business methods or the proposed business practices or business methods.

2. For the purpose of enforcing the provisions of this subchapter and in conducting investigations relating to any violation thereof, and for the purpose of investigating the character, competence and integrity of any person who is or may be subject to this subchapter, and the business, business practices and business methods thereof, the commissioner, or commissioner's designee shall have the power to compel the attendance of witnesses and the production of books and records, in accordance with the provisions of the civil practice law and rules. However, no information supplied by any person at the request of the commissioner concerning his or her business, business practices or business methods, or proposed business practices or methods shall be disclosed, except as may be necessary for the purpose of enforcing the provisions of this subchapter.

3. The commissioner may establish and properly equip an electronic or home appliance laboratory for the purpose of testing the competence and integrity of licensed service dealers, whenever complaints against such licensees would indicate the necessity or advisability for such testing, and such laboratory may be further used in the necessary investigations

that may be conducted by the commissioner in connection with the proper administration and enforcement of the provisions of this subchapter and the rules adopted thereunder.

§ 20-423 Review. The provisions of article seventy-eight of the civil practice law and rules shall be applicable to this subchapter.

§ 20-424 Exceptions. This subchapter shall not apply to any of the following:

1. the government of the United States or any department or agency thereof;
2. any school, public or private, offering as part of a vocational education program, courses and training in repair service and the instructors and teachers thereof; provided the exclusion granted herein shall be applicable only to repair service rendered in and as part of a regularly constituted vocational education program and when such repair service is not offered to the public for compensation or other consideration.

Note: New York City businesses must comply with all relevant federal, state, and City laws and rules. All laws and rules of the City of New York, including the Consumer Protection Law and Rules, are available through the Public Access Portal, which businesses can access by visiting www.nyc.gov/consumers. For convenience, sections of the New York City Licensing Law (and Rules, if enacted) are included as a handout in this packet. The Law (and Rules) are current as of January 2009.

Please note that businesses are responsible for knowing and complying with the most current laws, including any City Council amendments. The Department of Consumer Affairs (DCA) is not responsible for errors or omissions in the handout provided in this packet. The information is not legal advice. You can only obtain legal advice from a lawyer.

RULES OF THE CITY OF NEW YORK
TITLE 6: DEPARTMENT OF CONSUMER AFFAIRS
CHAPTER 2: LICENSES
SUBCHAPTER X: ELECTRONIC OR HOME APPLIANCE SERVICE DEALERS

§2-251 Prohibited Practices.

No service dealer or any of his or her agents or employees shall:

(a) charge for repairs that have not been made or for parts that have not been replaced; (b) replace parts that are not defective or make repairs that are unnecessary, without the consent of the customer unless it is a standard trade practice or the manufacturer's recommended procedure to replace interdependent parts;

(c) commence service work before the customer receives a Written Estimate and authorizes the repair, except as provided in §§2-254(e) and (g) and 2-255(a); for the purpose of these regulations, that analysis and work which is necessary to render a written estimate shall not constitute the commencement of service work;

(d) refuse to return or reinstall an electronic or home appliance after full payment has been made or tendered for repairs which were authorized and performed;

(e) require a customer to sign a statement which attempts to absolve the repair shop from liability in connection with the service work performed, except that upon return of equipment, the service dealer may request a signed statement that such equipment was "received in good working order, subject to the customer's further inspection," which shall not constitute a waiver of liability;

(f) make any false promises or false statements of a character likely to mislead, deceive, influence, persuade or induce a customer to authorize or accept the repair, service or maintenance of the electronic or home appliance covered by this subchapter or withhold any information where such withholding is likely to have such effect;

(g) engage in conduct constituting negligence while in possession of the electronic or home appliance covered by this subchapter;

(h) depart from or disregard accepted trade standards for good and workmanlike repair in any material respect, without the consent of the customer;

(i) discriminate against a customer or fail to make repairs for a customer without just cause because the customer is exercising a right to have an electronic or home appliance repaired under a valid warranty or guarantee agreement, when the dealer

holds himself out as or is authorized by a manufacturer to service or repair such electronic or home appliance;

(j) make a service call at a customer's home without taking or providing appropriate tools, testing equipment and parts which in the trade are commonly taken to make repairs in the home, unless prior notice is given to the customer that no repairs are made in the home;

(k) allow or require a customer to sign or accept any document which is blank or incomplete as to the information required by any of the regulations promulgated pursuant to Subchapter 24 of Chapter 2 of Title 24 of the Administrative Code or by the terms of such document itself;

(l) refuse to pay or fail to satisfy any legally enforceable final judgment secured against the licensee by a customer, provided that such judgment was secured against the service dealer for acts of commission or omission with regard to the business maintained, operated or conducted by him pursuant to the license issued under this subchapter;

(m) subcontract to a service dealer that is not licensed pursuant to this subchapter, where, in the determination of this Department, a service dealer is required to be licensed.

§2-252 Advertising by Service Dealers.

Advertising which is untrue, misleading or deceptive is prohibited. This includes, but is not limited to, advertising which does not comply with the following requirements:

(a) advertisements shall contain the true business identity of the principal service dealer, as shown on the license issued by this Department;

(b) advertisements shall not list a location for a repair service unless the service dealer actually maintains a place of business where repairs are accepted at the designated location;

(c) the use of terms such as, "guarantee," "guaranteed," "warranty," "warranted," "no fix-no pay," "service dealer warranty," "service dealer guarantee," or words of like import, are prohibited unless a summary of the significant terms or qualifications thereof are clearly and completely stated including:

(1) the nature and extent of the guarantee or warranty as to duration and whether it applies to parts or labor or both; and

(2) the identity of the guarantor or warrantor. The advertisement must clearly identify whether the service dealer, the manufacturer, the retailer or any combination thereof is the guarantor or warrantor;

(d) if such terms as "repaired in the home" or "estimates given" are included in an advertisement, where there is a charge for this service, it shall be so stated therein;

(e) when using the word "free" or other words of similar import or meaning in advertising to which this section is applicable, all the terms, conditions and obligations upon which receipt and retention of a free item of merchandise or service are contingent must be set forth, clearly and conspicuously, at the outset so as to leave no reasonable probability that the terms of the advertisement or offer might be misunderstood. Stated differently, all of the terms, conditions and obligations must appear in close conjunction with the word "free," or similar words, in advertising. Disclosure of the terms of the offer,

set forth in a footnote of an advertisement to which reference is made by an asterisk or other symbol placed next to the word "free" is not regarded as making disclosure at the outset. The terms, conditions and obligations must be printed in a type size at least half as large as the word "free" or the words of similar import or meaning.

Offers of "free" merchandise or services, which may be deceptive for failure to meet the provisions of this section, may not be corrected by the substitution for the word "free" of such similar words and terms as "gift," "given without charge," "bonus," or other words and terms which tend to convey to the consuming public the impression that an article of merchandise or service is "free";

(f) terms such as "24 hour," "Day and Night," or "7-day" service, or words of like import, shall not be used to describe the operations of the service dealer unless, in close conjunction with such terms, it is also specified whether the service dealer actually performs repair service, will actually complete repairs or is open solely to accept repairs within such time or times;

(g) it shall not be stated or implied in any advertisement that repairs or services will be performed by a person who is "Factory Trained," "Factory Authorized," "Authorized," "Certified," or words of like import, unless such words are true and unless the name of the organization which has trained, authorized or certified such person appears in close conjunction with such word or words. None of these terms shall be used, if its use is based upon the fact that a license has been issued by the Department of Consumer Affairs.

§2-253 Display of Required Information.

(a) *Required information on licensee's sign.* Each licensee shall prominently display in the department or area where electronic and home appliances are accepted for repair at each location of the service dealer a sign which contains the following information:

(1) the true identity of the service dealer:

(i) in the case of a corporation, the true and complete corporate name;

(ii) in the case of a partnership, the name of the partnership and the name of at least one of the partners;

(iii) in all other cases, the name of at least one of the owners of the business; (2) the licensee's policy to accept "cash only" or "cash or certified check only," where applicable;

(3) notice that the regulations of the Department of Consumer Affairs, relating to television, radio and audio servicing, are available for review from the service dealer, upon request; and

(4) the following notice, which shall be not less than 18 inches by 24 inches in dimension with letters of not less than 1 inch case print:

NOTICE
NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS
REQUIRES THAT:

1. The customer is entitled to a Written Estimate for all repairs.
2. No repair work shall be done without the customer's authorization.

3. In most circumstances, the service dealer must return replaced parts to the customer.

If the service dealer charges for a written estimate, this fact shall be disclosed in Item 1 of the Notice set forth above.

(b) *Department regulations.* The regulations of the Department of Consumer Affairs, issued pursuant to Subchapter 24 of Chapter 2 of Title 20 of the Administrative Code, shall be available to customers, upon request, at each location where the licensee accepts electronic or home appliances for servicing.

§2-254 Disclosures Required for Repairs Made on Licensee's Premises.

(a) *Definitions.*

Written estimate. For purposes of this subchapter, the term "Written estimate" shall mean a signed writing containing:

- (1) a list of the parts to be replaced and the costs of the replacements, as well as a general description of the labor required for the repair and its total cost; and
- (2) a statement of the additional charges, if any, including any already incurred for the Written Estimate, pick-up and delivery, service call, storage, installation, the temporary loan of an electronic or home appliance during the repair of the customer's property, or any other extra charges, excluding tax; and
- (3) the estimated delivery date or range of delivery dates of the repair; and
- (4) a statement that the final cost (excluding tax) will not exceed the estimated cost by more than 20 percent. If such statement is not provided, it shall be presumed that the final cost (excluding tax) will not exceed estimated cost; and
- (5) the licensee's policy regarding warranties and guarantees on parts and labor, including:
 - (i) the licensee's warranties or guarantees given in connection with repairs, and
 - (ii) any manufacturer's warranties or guarantees honored by the licensee with respect to the servicing performed; and
- (6) a brief description of the item's malfunction by the person or persons who diagnosed the repair.

(b) *Work order required.* Any licensee or his or her employee who removes an electronic or home appliance from a home or accepts the same for repair at his or her place of business shall, before removing or taking custody thereof, furnish the customer or his or her agent with a legible copy of a Work Order, which shall also serve as a receipt, stating the following information:

- (1) the legal business identity, address, license number and telephone number of the principal licensee, as shown on the license issued by this Department;
- (2) the name and signature of the person who actually takes the electronic or home appliance into custody;
- (3) a description of the electronic or home appliance, including make, model and serial number, where available, or such other features as will reasonably identify the item accepted for repair;
- (4) the date the set was accepted for repair;
- (5) the name and address of the owner of the electronic or home appliance;
- (6) a brief description by the customer of the item's malfunction;

(7) the date or range of dates on which the customer is to receive a Written Estimate, if not already furnished;

(8) a written schedule of charges, if any, for giving a Written Estimate, pick-up and delivery, service call, storage, installation, and the temporary loan of an electronic or home appliance during the repair of the customer's property, and any other charges; where a licensee's policy is to credit any of the above charges to the final cost of the repair, such credit shall be clearly indicated in computation of the Written Estimate; and

(9) notice that "Pursuant to the Regulations of the Department of Consumer Affairs, your property is covered against loss by fire, theft or damage while in the custody of the service dealer."

(c) *Written estimate and signed authorization required.* Prior to the commencement of work, a licensee must provide the customer or his or her agent with a Written Estimate and on the same document secure the customer or agent's signed authorization to repair at the Written Estimate price. The Work Order, Written Estimate, authorization and Final Bill may be included in the same document, so long as the information required by §2-254(a) and (b) and the provisions of §2-257 is included therein.

(d) *Return of unauthorized repair.* If, after receiving the Written Estimate, the customer or his or her agent fails to authorize the repairs at the estimated cost, the electronic or home appliance shall be returned within five working days in substantially the same condition as when released to the licensee. In this case, the licensee shall be entitled to receive payment only for those items specified in §2-254(b)(8) which were actually provided and disclosed on the Work Order.

(e) *Exemption from requirement of written estimate.* §2-254(c) shall not apply and the Written Estimate of the total charges for repair may be verbally communicated to the customer if the licensee informs the customer of the customer's right to a Written Estimate, and if:

(1) time or distance constraints make it impractical to deliver a Written Estimate and obtain a signed authorization before the date agreed upon for repairs to commence; and

(2) oral agreement to proceed is reached with the customer before the actual repair is commenced and the licensee:

(i) mails a copy of the Written Estimate to the customer before such repairs are commenced, and

(ii) a notation is made of the date, time, person receiving the authorization to commence, and the name of the person authorizing the repairs. Once oral agreement is reached and the Written Estimate is mailed, the licensee need not wait for the customer to receive the mailed Written Estimate or return a written consent before commencing repairs.

(f) *Charges in excess of estimate.* (1) Total charges (excluding tax) for repairs made shall not exceed the original estimate or any subsequent estimate by more than 20 per cent, without the previous written or oral consent of the customer. Such consent may be communicated orally, provided that a notation is made of the date, time, person receiving such consent, and the name of the person authorizing the additional repairs and the licensee mails a copy of the Written Estimate to the customer before such repairs are commenced.

(2) When the final total charges (excluding tax) exceed the estimate by more than 20 percent and the customer does not authorize the increased cost estimate, the licensee

must reassemble the item and return same within five working days, without charging the customer a sum in excess of repairs completed and authorized in the Written Estimate.

(g) *Exemption.* Repairs made pursuant to an agreement between the customer and the service dealer that, for a fixed fee and for a specified time of at least nine months, an electronic or home appliance will be maintained or repaired without additional charge, are exempted from all of the provisions of this section, except §2-254(b)(1) through (6) and (8) and (9), but only to the extent of those repairs covered by such agreement.

§2-255 Disclosure Required for Repairs Made in the Customer's Home.

(a) *Estimate and authorization required.* Every licensee who makes a repair in the customer's home shall not commence work without:

(1) informing the customer of his or her right to request a Written Estimate and, if there is a charge for a Written Estimate, the amount of such charge; and

(2) furnishing the customer or his or her agent with an estimate, which shall be in writing if the customer so requests and which conforms in substance to the requirements of a Written Estimate, as defined in §2-254(a)(1), (2), (4), (5) and (6); and

(3) obtaining the customer's or his or her agent's signed authorization to proceed with repairs, except that such authorization may be orally communicated under the circumstances and in the manner specified in §2-254(e) and (f).

(b) *Final bill required.* Every licensee who makes a repair in the customer's home shall not collect a fee for repair unless the licensee has first delivered a Final Bill, as defined in §2-257, to the customer or his or her agent. If neither the customer nor his or her agent is present, the Final Bill shall be left at the customer's premises. The estimate, authorization and Final Bill may be contained in the same document, so long as the information required by §2-255(a) and (b) is included therein.

(c) *Charges in excess of estimate.* The total charges (excluding tax) for repairs shall not exceed the original estimate by more than 20 percent, without licensee first receiving the customer's written or oral consent to proceed with repairs, as provided by §2-254(f). When the customer does not authorize the increased cost estimate, the licensee must reassemble the item, in which case the licensee shall receive payment for only those repairs and costs which were authorized and completed, and only to the extent of the price provided in the estimate.

(d) *Disclosure of service call charge.* A licensee who charges for a service call separately from the costs of repair shall fully disclose these policies prior to making a service call. If the charge for a service call is not a fixed, but a variable amount, a licensee must also disclose the applicable method of computation. Failure to make such disclosures shall be deemed to be an untrue and misleading practice.

§2-256 Estimated Completion Date.

(a) A licensee shall conspicuously set forth on the Written Estimate a delivery date or range of delivery dates, pursuant to §2-254(a)(3).

(b) Delivery of the repaired item, together with a Final Bill, as defined in §2-257, shall be made by the latest date promised or stated for delivery in the Written Estimate, unless the customer is notified of the delay and the new anticipated delivery date or range of delivery dates in writing or by verbal communication supplemented within one day by a writing. If the customer does not accept a new delivery date, then he or she must be informed of his or her right to request return of his or her property, completely reassembled, in which case the licensee shall receive payment for only those charges specified on the Written Estimate which were authorized and actually completed. If the customer does not agree to the licensee's request for an extension of time, and if the licensee originally picked up the property at the customer's premises, then the property shall be returned to the customer's premises within five working days; in all other cases, the property shall be ready within three working days to be picked up by the customer or his or her agent.

(c) When failure to make timely delivery is caused solely by the customer, a strike, or an act of God, it shall not be a violation of this section, except that notice of the delay and the new anticipated delivery date or range of delivery dates shall be given to the customer as soon as possible in the manner provided in §2-256(b).

§2-257 Final Bill Required.

(a) A licensee shall give a legible copy of the Final Bill, together with the repaired item, to every customer.

(b) A Final Bill shall mean a writing containing:

(1) the date of the Final Bill;

(2) the true legal identity, business address and license number of the service dealer, as shown on the license issued by this Department;

(3) the name and address of the customer;

(4) a description of the item serviced, including make, model and serial number, where available, or such other features as will reasonably identify the item left for repair;

(5) the complete and legible signature of the licensee or his or her agent, or in cases where service is performed and completed in the customer's home, the signature of the licensee's agent who performed the service; and

(6) a statement of total charges.

(c) The statement of total charges shall include:

(1) an itemized list of and description of parts replaced, which must:

(i) include a description by make, model and serial number or by class and type of each part, where available, or such other description as will reasonably identify each part; and

(ii) state if a part is used, rebuilt or reconditioned, provided however that if a picture tube is installed, the description of such replacement tube shall conform to the requirements provided by §2-260; and

(iii) state the charge for each part replaced; and

(iv) not contain miscellaneous charges such as "shop materials" or "shop supplies," or other similar all-inclusive phrases, which exceed \$3.00; and

(v) state if any part was replaced under a warranty or guarantee arrangement or for "no charge"; and

- (vi) state the licensee's policy regarding warranties and guarantees on parts and labor, including:
 - (A) the licensee's warranties or guarantees given in connection with repairs, and
 - (B) warranties or guarantees honored by the licensee.
- (2) a statement or description of the labor or technical services performed for which a charge was imposed, which shall include:
 - (i) the total cost for such labor; and
 - (ii) if time is relevant to the computation of labor charges, the total time spent on repair and the labor rate per hour; or
 - (iii) any other basis used for computation and a description of the applicable method of computation.
- (3) a statement of any additional charges, if any, for the Written Estimate, pick-up and delivery, service call, storage, installation and any other charges.

§2-258 Copies of Documents.

- (a) A licensee must immediately give each customer a copy of every document which the customer has signed and every document required by §§2-254, 2-255 and 2-257.
- (b) A licensee must retain for a period of at least three (3) years, an original or a legible copy of all documents required by these regulations.

§2-259 Return of Removed Parts.

- (a) Unless a customer waives the right to have removed parts returned to him or her, pursuant to §2-259(c), all such parts shall be returned to him or to her, except such parts as the service dealer requires for return to the manufacturer or distributor under a warranty agreement and except as provided by §2-259(b).
- (b) Exhibit and tender of a removed part to the customer is sufficient,
 - (1) where the part:
 - (i) is replaced under a service contract or maintenance agreement for a fixed fee and for a specified time of at least nine months, where no additional charge is made to the customer for repairs; or
 - (ii) can be rebuilt and the licensee purchases it from the customer for that purpose and so notifies the customer by indicating the credited value in the Written Estimate; and
 - (2) where the licensee has so informed the customer; or
 - (3) where the licensee has determined that the part is unsafe, he or she shall so inform the customer and give the customer the option of whether or not to accept the returned part.
- (c) A customer may not waive the right to have all removed parts returned:
 - (1) prior to the customer receiving a Final Bill, except where replacement parts are to be mailed from a distance exceeding fifty miles from the boundaries of New York City; and
 - (2) in all circumstances, unless the customer has signed a statement acknowledging such waiver.

§2-260 **Picture Tubes.**

(a) *Definitions.* For the purposes of this section, the terms:

Picture tube. "Picture tube" means an electron receiving tube or cathode ray tube, otherwise known as "kinescope" or "CRT."

Rejected tube. "Rejected tube" or terms of like import mean that the picture tube, though giving satisfactory performance, does not meet the quality and workmanship standards maintained by the manufacturer with respect to the general run of tubes of the same type.

Rejuvenated tube. "Rejuvenated tube" or words of like import, as "reactivated" or "restored tube," mean a weak, worn-out or defective tube which has been temporarily repaired, rejuvenated, reactivated or restored by the administration of a charge of high voltage electric current to the elements thereof.

Seconds. "Seconds" or terms of like import, as "second-hand" or "used tube," when used in connection with a replacement picture tube, mean that the picture tube has been subjected to consumer or demonstrator use as an entity.

(b) *Picture tube grading.* No television picture tube shall be sold, offered for sale or displayed for sale unless the tube and its container, if any, are correctly labeled, so as to indicate the new and used materials of such tube according to the schedule provided in §2-260(c). Description of a picture tube by new and used components and materials shall be indicated by setting forth on the label the particular grade and verbatim description, as selected from the schedule in §2-260(c).

(1) *Grading by manufacturers or distributors.* In complying with this section, a licensee may rely in good faith on the labels or written representations of the manufacturer, rebuilder or distributor that picture tubes sold by such manufacturer, rebuilder or distributor are graded in conformity with the provisions of this section, and such good faith reliance shall not be in violation of this section.

(2) *Ungraded picture tubes.* A licensee who purchases ungraded television tubes shall be responsible for grading such tubes in conformity with the provisions of this section.

(c) *Component description schedule.* (1) *Black and white picture tubes.*

Grade AA—Description—All new components and materials, including new glass envelope.

Grade A—Description—Used glass envelope, all other components and materials are new.

Grade B—Description—Used glass envelope, used phosphorescent viewing screen, used alumination, used internal conductive coating, all other components and materials are new.

Grade C—Description—Used picture tube for resale, all significant components and materials are used.

(2) *Color picture tubes.*

Grade AA—All new components and materials, including new glass envelope.

Grade A—Used glass envelope, new or used shadow mask, all other components and materials are new.

Grade B—New electron gun, all other components and materials are used.

Grade C—Used picture tube for resale, all significant components and materials are used.

(d) *Grade C tube.* (1) The fact that a used picture tube which is installed in the television set has also been rejuvenated, or has a new or used brightener attached to it, or has fresh paint or coating on the outside, or any combination of the above, shall not change its status or description as a Grade C picture tube, and the terms "rebuilt" or "reconditioned" or words of like import shall not be used to describe such tube.

(2) Where a Grade C picture tube is installed, the serial number need not be indicated, if such number cannot be ascertained after a reasonable examination of such tube.

(e) *Picture tube-seconds and rejects.* Where a picture tube is installed which might otherwise be classified by components description, as Grade AA, Grade A, or Grade B, but where such tube is also a "second;" or a "reject;" as defined in §2-260(a):

(1) to the exclusion of any other grade designation or grade description, the true or actual quality or condition of such tube shall be disclosed by designating on the label attached to the tube and on the Final Bill that it is a "second" or a "reject," whichever is the case; and

(2) the following additional notation shall appear verbatim on the label attached to the tube and on the Final Bill:

(i) in the case of a second-hand tube, "This picture tube has been subjected to consumer or demonstrator use";

(ii) in the case of a rejected tube, "This picture tube is a manufacturer's reject."

(f) *Picture tube replacement: disclosure on Final Bill.* (1) Where a picture tube is installed, the Final Bill shall set forth the make, type, serial number and component description of such tube, where available, or such other features as will reasonably identify the item left for repair.

(2) Description of the picture tube by new and used components shall be indicated by either of two methods:

(i) *Method one.* Setting forth on the Final Bill the applicable verbatim description, as set forth in §2-260(c), which applies to the installed tube. The particular verbatim description, as selected, shall be furnished to the customer by printing, stamping or writing the same on the Final Bill, or by attaching to the Final Bill a sheet which contains the same.

(ii) *Method two.* Indicating on the Final Bill the grade of such tube and furnishing the customer with the entire verbatim description as set forth in §2-260(c). The verbatim description, as selected, shall be furnished to the customer by printing, stamping or writing the same on the Final Bill or by attaching to the Final Bill a sheet which contains the same.

§2-261 Warranties and Guarantees Given in Connection with Repairs.

A licensee shall warrant or guarantee:

(a) the individual parts replaced, for a minimum period of 90 days after the repaired item is delivered to the customer; and

(b) labor for such repairs, for a minimum period of 30 days after the repaired item is delivered to the customer.

If the cause of the difficulty proves to be unrelated to parts replaced or servicing performed during the prior service call, a charge may be made for the parts and labor required to correct the problem.

§2-262 Insurance Coverage.

(a) A licensee shall at all times carry insurance which, in the opinion of the Commissioner, is adequate to protect the public. Sufficient coverage shall include protection against liability for damage done to the customer's property and against loss by fire and theft of the average number of articles entrusted to the licensee or his or her agents or left by customers at any one time with the licensee for service. Where special circumstances make it difficult or impossible to obtain the required insurance, an application may be made to the Commissioner for approval of a substitute means of coverage.

(b) A certificate of insurance, in which the insurance company undertakes to notify the Department of Consumer Affairs as an interested party, shall accompany every application for a license. Where a licensee's insurance coverage is suspended or revoked for any reason, the applicable insurance carrier shall promptly notify this Department of the extent and terms of the suspension or revocation.

(c) A licensee shall notify this Department within five working days of damage to, theft or loss of customers' property which is in excess of 10 per cent of the average number of articles entrusted to the licensee or his or her agents or left by customers at any one time with the license for service.

(d) Failure to maintain such insurance at all times shall be considered grounds for the suspension or revocation of a license issued pursuant to Subchapter 24 of Chapter 2 of Title 20 of the Administrative Code.

§2-263 Construction.

(a) Nothing contained in §§2-251 through 2-263 hereof shall be construed to relieve a licensee from compliance with any other applicable laws of New York City, New York State or the United States.

(b) Nothing contained in §§2-251 through 2-263 hereof shall be construed to waive any right that a customer may have under common law or statute.

(c) In the event that all or any part of §§2-251 through 2-263 hereof are in conflict with any other regulation of the Department of Consumer Affairs, these regulations shall take precedence.

§2-264 Severability.

If any provision of §§2-251 through 2-263 or the application of such provision to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of these regulations which can be given effect without the invalid provision or application, and to this end the provisions of these regulations are severable.