

Buying Furniture

consumer**brief**

Without furniture, houses would remain empty shells, stark and uninviting. It takes furniture to turn an empty place into living space and a house into a home. When shopping for furniture and related household items, it is important to understand New Jersey's laws and regulations. New Jersey's definition of "household furniture" includes but is not limited to furniture, major electrical appliances, mattresses, and such items as carpets and draperies.

CONSUMER PROTECTION BEGINS WITH A CONTRACT

New Jersey's regulations (N.J.A.C. 13:45A-5.1 et seq.) require sellers of household furniture to comply with certain delivery practices, including requirements for contracts to provide specific information for consumers. This helps protect the consumer by making the sales process transparent. The delivery date and delayed delivery terms in the contract must be in 10-point bold face type. The date for delivery of the furniture must be written into the contract on the day of the purchase. No contract for the sale of household furniture may contain a pre-printed delivery date. In addition, the regulations prohibit the inclusion of words such as "all sales final," "no refunds" or "no cancellations" in any contract for the sale of furniture because these phrases violate or are contrary to the conditions required by regulation. Additionally, the Refund Policy Disclosure Act (N.J.S.A. 56:8-2.14 et seq.) requires every retailer to post its refund policy in at least ONE of the following locations:

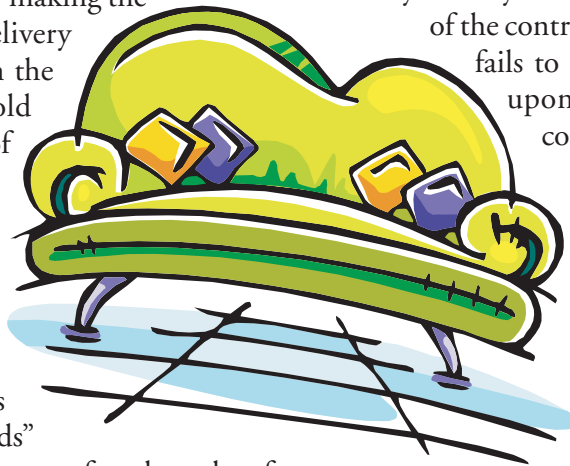
- attached to the item itself; or
- affixed to each cash register or point of sale; or

- so situated as to be clearly visible to the buyer from the cash register; or
- posted at each store entrance used by the public.

The refund policy will give the consumer an opportunity to change their mind. However, the amount of time a consumer has to change their mind is not spelled out in the regulations, so before you sign a contract, it is important to carefully note the details of that store's refund policy.

FURNITURE DELIVERY

As noted above, the delivery date must be written into the contract on the date of the sale. Every contract must clearly disclose the seller's obligations in the event that delivery is delayed and include a notice on the first page of the contract in 10-point bold type. If the seller fails to deliver the furniture on the agreed-upon date, the seller **MUST** offer the consumer the choice between a prompt refund or the opportunity to receive the furniture at a later agreed-upon date. Upon delivery, if the furniture has been damaged, the consumer has the right to demand a prompt, full refund from the seller. In addition, whatever item the consumer selects to purchase must match the item delivered to the consumer's home – that includes the color the consumer chose. If the item delivered does NOT match what was selected at the time of purchase, the consumer may request a prompt, full refund. If the seller refuses to provide a full refund promptly, the consumer may file a complaint with the Division. Consumers can file a complaint online through the Division's website or submit a complaint to the Division through regular mail.



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WORDS TO WATCH OUT FOR

Let's go over some of the words a consumer might encounter when shopping for furniture or related household items. If an item is advertised as "sale" or marked "as is," the refund policy sign must state whether the store will provide refunds and under what conditions. Review the refund policy to see if and how "sale" or "as is" items can be returned for a refund.

ADVERTISEMENTS

If you were prompted to go shopping for furniture due to an advertisement you saw or heard, the item in the store must be the same as the advertised item. Misrepresentation is illegal. If you have access to the internet, you may check the regulations and laws regarding advertisements. You can go to www.NJConsumerAffairs.gov/ocp/Pages/regulations.aspx to find the related section - N.J.A.C. 13:45A-9.1, or review N.J.S.A. 56:8-1 et seq. of the Consumer Fraud Act at www.NJConsumerAffairs.gov/Statutes/Consumer-Fraud-Act.pdf. If an advertisement for furniture or related household items indicates that a "sale" is taking place, the ad must:

- clearly state the beginning and ending dates of the sale, with limited exception;
- designate whether an item has special or limiting factors relating to price, quality, condition, or availability;

- for items priced at \$100 or more, indicate the original price or the amount of price reduction of the item, as well as the sales price so the consumer is aware of the savings; and
- clearly indicate that assembly is required, if applicable.

Take note, the total price of any item must be shown either where the item is offered for sale or on a tag or label affixed to the item.

BE SMART WHEN SHOPPING FOR A MATTRESS

When shopping for a mattress, be aware that if the words "rebuilt," "reconditioned," or "refurbished" appear on the tag or ticket, that item is a USED mattress. Be aware that every used mattress and mattress that contains previously used material being sold must have attached to it a yellow cloth tag (not less than 3 x 4 1/2 inches) that provides the name of the person or company that sterilized and disinfected the mattress for bedbugs and other contaminants, the date that the sterilization and disinfection took place, and the full address of the person or company that performed the sterilizing and disinfection process. For more information regarding used and secondhand mattress sales, you can review N.J.S.A. 26:10-1 et seq. at <https://nj.gov/health/ceohs/documents/phss/matt.pdf>.

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