

APPENDIX 32.

TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT

- 56:12-14 Short title.
- 56:12-15 Prohibition of violative contracts; residential leases, real estate sales, new homes not covered.
- 56:12-16 Waiver of rights null and void.
- 56:12-17 Penalty for violation.
- 56:12-18 Additional rights, remedies and prohibitions.

56:12-14. Short title. This act shall be known and may be cited as the “Truth-in-Consumer Contract, Warranty and Notice Act.”

Adopted. L. 1981, c. 454, §1.

56:12-15. Prohibition of violative contracts; residential leases, real estate sales, new homes not covered. No seller, lessor, creditor, lender or bailee shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign after the effective date of this act which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed. Consumer means any individual who buys, leases, borrows, or bails any money, property or service which is primarily for personal, family or household purposes. The provisions of this act shall not apply to residential leases or to the sale of real estate, whether improved or not, or to the construction of new homes subject to “The New Home Warranty and Builders’ Registration Act,” P.L. 1977, c. 467 (C. 46:3B-1 et seq.).

Adopted. L. 1981, c. 454, §2.

56:12-16. Waiver of rights null and void. No consumer contract, warranty, notice or sign, as provided for in this act, shall contain any provision by which the consumer waives his rights under this act. Any such provision shall be null and void. No consumer contract, notice or sign shall state that any of its provisions is or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable within the State of New Jersey; provided, however, that this shall not apply to warranties.

Adopted. L. 1981, c. 454, §3.

56:12-17. Penalty for violation. Any person who violates the provisions of this act shall be liable to the aggrieved consumer for a civil penalty of not less than \$100.00 or for actual damages, or both at the election of the consumer, together with reasonable attorney’s fees and court costs. This may be recoverable by the consumer in a civil action in a court of competent jurisdiction or as part of a counterclaim by the consumer against the seller, lessor, creditor, lender or bailee or assignee of any of the aforesaid, who aggrieved him. A consumer also shall have the right to petition the court to terminate a contract which violates the provisions of section 2 of this act [56:12-15] and the court in its discretion may void the contract.

Adopted. L. 1981, c. 454, §4.

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56:12-18. Additional rights, remedies and prohibitions. The rights, remedies and prohibitions accorded by the provisions of this act are hereby declared to be in addition to and cumulative of any other right, remedy or prohibition accorded by common law, Federal law or statutes of this State, and nothing contained herein shall be construed to deny, abrogate or impair any such common law or statutory right, remedy or prohibition.

Adopted. L. 1981, c. 454, §5.