

## **INDIANA 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 Indiana 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 Indiana Supplement, the terms of this Supplement shall control.

### **NOTICE TO HOMEOWNERS CONTRACTING FOR EXTERIOR IMPROVEMENTS TO BE PAID FOR WITH INSURANCE PROCEEDS**

**You may cancel this contract at any time before midnight on the third business day after you have received written notification from your insurance company that all or any part of the claim or contract is not a covered loss under the insurance policy. See attached notice of cancellation form for an explanation of this right.**

## **NOTICE OF WAIVER OF IMPLIED WARRANTIES**

**You recognize that by accepting the express warranties for the periods provided in this Agreement, You are giving up the right to any claims for implied warranties, which may be greater than the express warranties. Implied warranties are unwritten warranties relating to the reasonable expectations of a homeowner with regard to the remodeling and home improvement of the homeowner's home, as those reasonable expectations are defined by the courts on a case-by-case basis.**

Contract Number: \_\_\_\_\_

**NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Print/type date of transaction)

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**  
**EXTERIOR IMPROVEMENTS TO BE PAID WITH INSURANCE PROCEEDS**

**If you are notified by your insurance company that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to**

\_\_\_\_\_  
(Name of home improvement supplier)

**at**

\_\_\_\_\_  
(Address of home improvement supplier's place of business)

**at any time before midnight on the third business day after you have received such notice from your insurance company.**

**If you cancel the contract, any payments made by you under the contract will be returned to you within ten (10) business days following receipt by (name of home improvement supplier) of your cancellation notice, minus any amounts you may owe for work already done by (name of home improvement supplier).**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Insured consumer's signature)

## 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)