325G.09 RETURN OF PAYMENTS OR GOODS.

Subdivision 1. **Seller's obligations.** Within ten days after a home solicitation sale has been canceled or an offer to purchase revoked, the seller must tender to the buyer any payments made by the buyer and any note or other evidence of indebtedness. If the down payment includes goods traded in, the goods must also be tendered by the seller in as good condition as when received by the seller. If the seller fails to tender said goods, the buyer may elect to recover from the seller an amount equal to the trade-in allowance stated in the agreement.

Subd. 2. **Buyer's right to retain possession.** Until the seller has complied with the obligations imposed by this section, the buyer may retain possession of the goods delivered to the buyer by the seller.

Subd. 3. **Buyer's obligation to tender goods.** Except as provided in subdivision 2, within a reasonable time after a home solicitation sale has been canceled or an offer to purchase has been revoked, the buyer upon demand must tender to the seller any goods delivered by the seller pursuant to the sale. The buyer is not obligated to tender at any place other than the buyer's residence.

Subd. 4. **Seller's failure to demand possession.** If the seller fails to demand possession of goods within 20 days after cancellation or revocation, the goods become the property of the buyer without obligation to pay for them.

Subd. 5. **Buyer's duty of care.** The buyer has the duty to take reasonable care of the goods in the buyer's possession before cancellation or revocation and during the time provided in subdivision 4 for the seller to demand possession, during which time the goods are otherwise at the seller's risk.

Subd. 6. **Right to compensation limited.** If the seller has performed any services pursuant to a home solicitation sale prior to its cancellation, the seller is entitled to no compensation.

History: *1973 c 443 s 4; 1986 c 444*