

Massachusetts Supplement

The terms and conditions of this Massachusetts Supplement apply to, and are expressly made a part of, the attached Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as "The Home Depot" or "Home Depot").

NOTICE TO BUYER

TAX IDENTIFICATION NUMBER FOR HOME DEPOT U.S.A., INC.: 58-1853319

NO WAIVER OF RIGHTS: Your rights under the Home Improvement Contract Laws (MGL chapter 142A) and other consumer protection laws (i.e., MGL chapter 93A) may not be waived in any way, even by this Agreement. However, You may be excluded from certain rights if the service provider You choose is not properly registered as prescribed by law.

REQUIRED PERMITS: Home Depot U.S.A., Inc. and/or Installation Professional is/are obligated to inform You of any and all permits necessary to complete the work contemplated by this Agreement, and it is the obligation of Home Depot U.S.A., Inc. and/or Installation Professional to obtain said permits. If You secure their building permits, You are automatically excluded from any Guaranty Fund provisions of the Home Improvement Contractor Law.

WARRANTIES: Home Depot U.S.A., Inc. may guarantee or provide an express warranty for workmanship or materials. Apart from any guaranties or warranties that may be provided by Home Depot U.S.A., Inc., all goods sold in Massachusetts carry no implied warranty of merchantability and fitness for a particular purpose. Any enumeration of these matters on which You and Home Depot U.S.A., Inc. lawfully agree may be added to the terms of this Agreement as long as they do not restrict Your basic consumer rights.

REGISTRATION: All contractors or subcontractors that will perform the work under this Agreement must be registered. If You want to verify the registration of Home Depot U.S.A., Inc. and/or Installation Professional or if You have additional questions or need additional information specifically about the registration component of the Home Improvement Contract Law, contact the Director of Home Improvement Contractor Registration at: Bureau of Building Regulations and Standards, One Ashburton Place, Room 1301, Boston, MA 02108, (617) 727-3200.

PAYMENTS: Any deposit made prior to the commencement of the work must not exceed the greater of: (i) one-third of the total contract price or (ii) the purchase price of any materials or equipment of a special order or custom-made nature that must be ordered in advance. Though You may choose to pay the total contract price prior to completion of the work to be performed under this Agreement, Home Depot U.S.A., Inc. may not require that You do so.

ACCELERATED PAYMENTS: Home Depot U.S.A., Inc. may not demand payments in advance of the dates specified on the payment schedule in cases where You deem Yourself to be financially insecure. However, in instances where Home Depot U.S.A., Inc. deems itself to be financially insecure, Home Depot U.S.A., Inc. may require the balance of funds not yet due be placed in a joint escrow account as a prerequisite to continuing the contracted work. Withdrawal of funds from said account would require the signatures of both parties.

ARBITRATION: The Home Improvement Contract Law provides You with the right to initiate an arbitration action (as an alternative to court action) if You have a dispute with Home Depot U.S.A., Inc. and/or Installation Professional.

ADDITIONAL INFORMATION: If You have general questions or need additional information about the Home Improvement Contractor Law or other consumer rights, or if You wish to obtain a free copy of A Consumer Guide to Home Improvement Contractor Law, contact the Office of Consumer Affairs and Business Regulation, 10 Park Plaza, Suite 5170, Boston, MA 021166 (617) 973-8787. For assistance

with informal mediation of disputes or to register formal complaints against a business, call: Consumer Complaint Division, Office of the Attorney General, (617) 727-8400.