

## West Virginia Supplement

|                                    |             |             |
|------------------------------------|-------------|-------------|
|                                    |             |             |
| (Customer's Last Name/First Name)  | (Store No.) | (Order No.) |
|                                    |             |             |
| (Salesperson's Name or Identifier) |             |             |

The terms and conditions of this Supplement apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in West Virginia 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 West Virginia Supplement, the terms of the Supplement will control.

### **NOTICE TO CUSTOMER REGARDING INSURANCE CLAIMS FOR ROOFING CONTRACTS**

**(W. Va. Code § 46A-6M-3(3))**

This Notice applies if Your Home Improvement Agreement is for residential roofing goods and services to be paid from the proceeds of a property and casualty insurance policy:

**Because you expect all or part of the cost of the roofing repair or replacement to be paid out of the proceeds of a property and casualty insurance policy, you may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. This right to cancel is in addition to any other rights of cancellation you may have under state or federal law or rule or regulation. However, be advised that if you cancel this contract, you are still responsible to pay the reasonable and customary expenses of any emergency repair services you authorized. See the attached Notice of Cancellation form for an explanation of this right.**

### **NOTICE TO CUSTOMER REGARDING NOTICE AND OPPORTUNITY TO CURE CONSTRUCTION DEFECTS**

**(W. Va. Code § 21-11A-5)**

WEST VIRGINIA STATE LAW, AS SET FORTH IN CHAPTER 21, ARTICLE 11A OF THE WEST VIRGINIA CODE, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO MADE RESIDENTIAL IMPROVEMENTS TO YOUR PROPERTY. AT LEAST NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS. THERE ARE DEADLINES AND PROCEDURES UNDER STATE LAW AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

|                                   |             |             |
|-----------------------------------|-------------|-------------|
|                                   |             |             |
| (Customer's Last Name/First Name) | (Store No.) | (Order No.) |

**NOTICE OF CANCELLATION WHEN INSURER DENIES ROOFING CLAIM**

\_\_\_\_\_  
(Date of Transaction)

**If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel this contract without penalty or monetary obligation, except where you have authorized emergency repair services for which you are still responsible for payment, before midnight of the fifth business day after you have received notice from your insurer. To cancel this transaction you may use any of the following methods: Mail or otherwise deliver a signed and dated copy of this cancellation notice, or any other written notice of cancellation which you sign and date, to \_\_\_\_\_ (enter physical address of roofing contractor), or e-mail a notice of cancellation to \_\_\_\_\_ (enter e-mail address of roofing contractor), or fax transmit a notice of cancellation to \_\_\_\_\_ (enter facsimile number of roofing contractor), not later than midnight of the fifth day after you receive notice from your insurer. By signing below, you certify that your insurer has denied all or part of your claim.**

**I HEREBY ATTEST THAT I HAVE BEEN NOTIFIED BY THE INSURER THAT ALL OR PART OF MY CLAIM HAS BEEN DENIED AND I HEREBY CANCEL THIS TRANSACTION.**

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

\_\_\_\_\_  
(Buyer'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)

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(Date)

\_\_\_\_\_  
(Buyer's signature)

\_\_\_\_\_  
(Buyer's printed name)