

ADMINISTRATIVE RULES

- 13:45A-9.4 Price reduction advertisements; items of merchandise specifically advertised at a price of more than \$100.00
- 13:45A-9.5 Price reduction advertisements; merchandise advertised as a savings of a percentage or a range of percentages
- 13:45A-9.6 Pricing; prohibition on fictitious pricing and methods of substantiation
- 13:45A-9.7 Application of regulation
- 13:45A-9.8 Retail discounts in scanner stores; percentage-off discounts; point-of-sale discounts; multi-tiered pricing offers; targeted discounts

SUBCHAPTER 10. SERVICING AND REPAIRING OF HOME APPLIANCES

- 13:45A-10.1 Definitions
- 13:45A-10.2 Required information
- 13:45A-10.3 Deceptive practices
- 13:45A-10.4 Exceptions
- 13:45A-10.5 Violations

SUBCHAPTER 11. (RESERVED)

SUBCHAPTER 12. SALE OF ANIMALS

- 13:45A-12.1 Definition
- 13:45A-12.2 General provisions
- 13:45A-12.3 Required practices related to the health of animals and fitness for sale and purchase

SUBCHAPTER 13. POWERS TO BE EXERCISED BY COUNTY AND MUNICIPAL OFFICERS OF CONSUMER AFFAIRS

- 13:45A-13.1 Statement of general purpose and intent
- 13:45A-13.2 Definitions
- 13:45A-13.3 General provisions
- 13:45A-13.4 Qualifications of county or municipal director
- 13:45A-13.5 Termination of authority to exercise delegated authority
- 13:45A-13.6 Delegated powers
- 13:45A-13.7 Limitations; litigation
- 13:45A-13.8 Restrictions; powers
- 13:45A-13.9 (Reserved)

APPENDIX

SUBCHAPTER 14. UNIT PRICING OF CONSUMER COMMODITIES IN RETAIL ESTABLISHMENTS

- 13:45A-14.1 General provisions
- 13:45A-14.2 Definitions
- 13:45A-14.3 Persons and operations exempted from complying with Unit Price Disclosure Act
- 13:45A-14.4 Regulated consumer commodities and their approved units of measure
- 13:45A-14.5 Exempt consumer commodities
- 13:45A-14.6 Calculation of the numerical unit price of a regulated consumer commodity
- 13:45A-14.7 Unit price labels approved for display
- 13:45A-14.8 Unit price signs and unit price lists
- 13:45A-14.9 Unit price tags
- 13:45A-14.10 Means of disclosing unit price information
- 13:45A-14.11 Placement of unit price information on consumer commodities by nonretailers
- 13:45A-14.12 (Reserved)
- 13:45A-14.13 Nonintentional technical errors
- 13:45A-14.14 Waiver of unit price requirements
- 13:45A-14.15 Penalties

SUBCHAPTER 15. DISCLOSURE OF REFUND POLICY IN RETAIL ESTABLISHMENT

- 13:45A-15.1 Definitions
- 13:45A-15.2 Unlawful practices

- 13:45A-15.3 Exemption
- 13:45A-15.4 Remedy

SUBCHAPTER 16. HOME IMPROVEMENT PRACTICES

- 13:45A-16.1 Purpose and scope
- 13:45A-16.1A Definitions
- 13:45A-16.2 Unlawful practices

SUBCHAPTER 17. HOME IMPROVEMENT CONTRACTOR REGISTRATION

- 13:45A-17.1 Purpose and scope
- 13:45A-17.2 Definitions
- 13:45A-17.3 Registration required
- 13:45A-17.4 Exemptions
- 13:45A-17.5 Initial and renewal applications
- 13:45A-17.6 Disclosure statement
- 13:45A-17.7 Duty to update information
- 13:45A-17.8 Requirement to cooperate
- 13:45A-17.9 Refusal to issue, suspension or revocation of registration; hearing; other sanctions
- 13:45A-17.10 Reinstatement of suspended registration
- 13:45A-17.11 Ownership and use of registration number; replacement and duplicate certificates
- 13:45A-17.12 Mandatory commercial general liability insurance
- 13:45A-17.13 Requirements of certain home improvement contracts
- 13:45A-17.14 Fees

SUBCHAPTER 18. PLAIN LANGUAGE REVIEW

- 13:45A-18.1 Fee for contract review

SUBCHAPTER 19. PETITION FOR RULEMAKING

- 13:45A-19.1 Petition for promulgating, amending or repealing rules

SUBCHAPTER 20. RESALE OF TICKETS OF ADMISSION TO PLACES OF ENTERTAINMENT

- 13:45A-20.1 Definitions
- 13:45A-20.1A (Reserved)
- 13:45A-20.2 Registration
- 13:45A-20.3 Fees: new or renewal certificate of registration
- 13:45A-20.4 Place of business
- 13:45A-20.5 Sale or exchange
- 13:45A-20.6 Records
- 13:45A-20.7 Advertising

SUBCHAPTER 21. REGULATIONS CONCERNING THE SALE OF FOOD REPRESENTED AS KOSHER

- 13:45A-21.1 Definitions
- 13:45A-21.2 Disclosure requirements
- 13:45A-21.3 Labeling requirements
- 13:45A-21.4 Recordkeeping requirements
- 13:45A-21.5 Filing requirements
- 13:45A-21.6 Inspections of dealers
- 13:45A-21.7 Unlawful practices
- 13:45A-21.8 Presumptions

SUBCHAPTER 22. HALAL FOOD

- 13:45A-22.1 Purpose and scope
- 13:45A-22.2 Definitions
- 13:45A-22.3 Disclosure statement; posting of disclosure
- 13:45A-22.4 Oral disclosure
- 13:45A-22.5 Reliance on representation; good faith; defense
- 13:45A-22.6 Recordkeeping requirements
- 13:45A-22.7 Presumptions
- 13:45A-22.8 Inspection of dealers
- 13:45A-22.9 (Reserved)
- 13:45A-22.10 Unlawful practices

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

SUBCHAPTER 23. DECEPTIVE PRACTICES CONCERNING WATERCRAFT REPAIR

- 13:45A-23.1 Definitions
- 13:45A-23.2 Deceptive practices: watercraft repairs

SUBCHAPTER 24. TOY AND BICYCLE SAFETY

- 13:45A-24.1 Purpose and scope
- 13:45A-24.2 Reporting of toy-related injuries
- 13:45A-24.3 Toy recall notices
- 13:45A-24.4 Bicycle safety notices

SUBCHAPTER 24A. FLAME RESISTANCE STANDARDS FOR TENTS AND SLEEPING BAGS

- 13:45A-24A.1 Definitions
- 13:45A-24A.2 Flame resistance standards

SUBCHAPTER 25. SELLERS OF HEALTH CLUB SERVICES

- 13:45A-25.1 "Health club" defined
- 13:45A-25.2 Registration; fees
- 13:45A-25.3 Exemption from registration
- 13:45A-25.4 Exemption from security requirement
- 13:45A-25.5 Documentation of maintenance of security
- 13:45A-25.6 Violations; sanctions

SUBCHAPTER 26. AUTOMOTIVE DISPUTE RESOLUTION

- 13:45A-26.1 Purpose and scope
- 13:45A-26.2 Definitions
- 13:45A-26.3 Statements to consumer; other notices
- 13:45A-26.4 Lemon Law Unit
- 13:45A-26.5 Preliminary steps to initiate a Lemon Law action within the Division of Consumer Affairs Lemon Law Unit
- 13:45A-26.6 Eligibility
- 13:45A-26.7 Application
- 13:45A-26.8 Filing fee
- 13:45A-26.9 Processing of applications
- 13:45A-26.10 Notification and scheduling of hearings
- 13:45A-26.11 Computation of refund
- 13:45A-26.12 Final decision
- 13:45A-26.13 Appeals
- 13:45A-26.14 Manufacturer's reporting requirements
- 13:45A-26.15 Index of disputes

SUBCHAPTER 26A. MOTOR VEHICLE ADVERTISING PRACTICES

- 13:45A-26A.1 Scope
- 13:45A-26A.2 Application
- 13:45A-26A.3 Definitions
- 13:45A-26A.4 Bait and switch
- 13:45A-26A.5 Advertisements; mandatory disclosure requirements in all advertisements for sale
- 13:45A-26A.6 Advertisements: mandatory disclosure in advertisements for lease of a new or used motor vehicle
- 13:45A-26A.7 Unlawful advertising practices
- 13:45A-26A.8 Certain credit and installment sale advertisements
- 13:45A-26A.9 On-site disclosures
- 13:45A-26A.10 Record of transactions

SUBCHAPTER 26B. AUTOMOTIVE SALES PRACTICES

- 13:45A-26B.1 Definitions
- 13:45A-26B.2 Unlawful practices

SUBCHAPTER 26C. AUTOMOTIVE REPAIRS

- 13:45A-26C.1 Definitions
- 13:45A-26C.2 Deceptive practices; automotive repairs

SUBCHAPTER 26D. TIRE DISTRIBUTORS AND DEALERS

- 13:45A-26D.1 General provisions
- 13:45A-26D.2 Deceptive practices
- 13:45A-26D.3 Violations

SUBCHAPTER 26E. MOTORIZED WHEELCHAIR DISPUTE RESOLUTION

- 13:45A-26E.1 Purpose and scope
- 13:45A-26E.2 Definitions
- 13:45A-26E.3 Manufacturer warranty
- 13:45A-26E.4 Wheelchair Lemon Law Unit
- 13:45A-26E.5 Repair of nonconformity
- 13:45A-26E.6 Eligibility
- 13:45A-26E.7 Application
- 13:45A-26E.8 Filing fee
- 13:45A-26E.9 Processing of applications
- 13:45A-26E.10 Notification and scheduling of hearings
- 13:45A-26E.11 Computation of refund
- 13:45A-26E.12 Final decision
- 13:45A-26E.13 Appeals
- 13:45A-26E.14 Manufacturer's informal dispute resolution system
- 13:45A-26E.15 Index of disputes

SUBCHAPTER 26F. UNFAIR TRADE PRACTICES—USED MOTOR VEHICLES—SALE AND WARRANTY

- 13:45A-26F.1 Purpose and scope
- 13:45A-26F.2 Definitions
- 13:45A-26F.3 Dealer warranty; form; scope; purchaser's obligations
- 13:45A-26F.4 Waiver of warranty
- 13:45A-26F.5 Bond requirement
- 13:45A-26F.6 Administrative fee
- 13:45A-26F.7 Procedures regarding repair of material defect
- 13:45A-26F.8 Used Car Lemon Law Unit; duties; address
- 13:45A-26F.9 Procedures for resolving a complaint
- 13:45A-26F.10 Application for dispute resolution
- 13:45A-26F.11 Processing of applications
- 13:45A-26F.12 Notification of scheduling of hearings
- 13:45A-26F.13 Final decision
- 13:45A-26F.14 Computation of refund
- 13:45A-26F.15 Appeals
- 13:45A-26F.16 Dealer's informal dispute resolution procedures
- 13:45A-26F.17 Index of disputes
- 13:45A-26F.18 Violations

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

SUBCHAPTER 27. NEW JERSEY UNIFORM PRESCRIPTION BLANKS PROGRAM

- 13:45A-27.1 Purpose and scope
- 13:45A-27.2 Definitions
- 13:45A-27.3 NJPB required for prescriptions
- 13:45A-27.4 Recordkeeping, reporting, and security requirements for licensed prescribers, healthcare facilities, and pharmacists
- 13:45A-27.5 Group practice
- 13:45A-27.6 Vendor application
- 13:45A-27.7 Manufacture and distribution by approved vendors; withdrawal or termination from NJPB program
- 13:45A-27.8 NJPB printing specifications
- 13:45A-27.9 Vendor requirements

2. Failure to provide the consumer with a copy of the above authorization and any other servicer's receipt or document requiring the consumer's signature, as soon as the consumer signs such document.

3. Making any deceptive or misleading statements, including but not limited to false or unrealistic promises and groundless estimates of a character likely to influence, persuade or induce a consumer to authorize the repair or service of a home appliance.

4. Charging the consumer for work done or parts supplied in excess of the estimated price without the oral or written consent of the consumer, which shall be obtained after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. If such consent is oral, the supplier of services shall make a notation on the documentation previously signed by the consumer of the date, time, name of the person authorizing the additional repairs and the telephone number, if any, together with a specification of the additional parts and labor and the total additional cost.

5. Failure to offer to return replaced parts to the consumer at the time of completion of the work, provided that the parts by virtue of their size, weight or other similar factors or for any safety reasons are not practical to return, unless the estimate and bill make specific reference to an exchange price for a particular part.

Amended by R.1995 d.618, effective December 4, 1995.
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-10.4 Exceptions

(a) The provisions of N.J.A.C. 13:45A-10.2 and 10.3 above shall not apply to the repair and servicing of the following if the repair or servicing required is such as to constitute an emergency which presents an imminent hazard or threat to life or health:

1. Gas or oil consuming appliances;
2. Central heating and cooling systems;
3. Heat pumps;
4. Self contained combination heating and cooling systems.

13:45A-10.5 Violations

Without foreclosing the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violations of the provisions of this rule shall be subject to the sanctions contained in said Consumer Fraud Act.

SUBCHAPTER 11. (RESERVED)

SUBCHAPTER 12. SALE OF ANIMALS

13:45A-12.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Animal" means a dog or cat.

"Consumer" means any natural person purchasing a dog or cat from a pet dealer.

"Division" means the Division of Consumer Affairs, Department of Law and Public Safety.

"Kennel" means the business of boarding dogs or cats or breeding dogs or cats for sale.

"Person" means any person as defined by N.J.S.A. 56:8-1(d).

"Pet dealer" means any person engaged in the ordinary course of business in the sale of animals for profit to the public or any person who sells or offers for sale more than five animals per year.

"Pet shop" means the business of selling, offering for sale or exposing for sale dogs or cats.

"Quarantine" means to hold in segregation from the general animal population any dog or cat because of the presence or suspected presence of a contagious or infectious disease.

"Unfit for purchase" means any disease, deformity, injury, physical condition, illness or defect which is congenital or hereditary and severely affects the health of the animal, or which was manifest, capable of diagnosis or likely to have been contracted on or before the sale and delivery of the animal to the consumer. The death of an animal within 14 days of its delivery to the consumer, except death by accident or as a result of injuries sustained during that period shall mean such animal was unfit for purchase.

Amended by R.1995 d.618, effective December 4, 1995.
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-12.2 General provisions

(a) Without limiting the prosecution of any other practices which may be unlawful under N.J.S.A. 56:8-1 et seq., the following acts, practices or omissions shall be deceptive practices in the conduct of the business of a pet dealer:

1. To sell an animal within the State of New Jersey without an animal history and health certificate and with-

out providing the consumer with a completed animal history and health certificate. The animal history and health certificate shall be signed by the pet dealer, his agent or employee, and shall contain the following information:

- i. The animal's breed, sex, age, color, and birth date;
- ii. The name and address of the person from whom the pet dealer purchased the animal;
- iii. The breeder's name and address, and the litter number of the animal;
- iv. The name and registration number of the animal's sire and dam;
- v. The date the pet dealer took possession of the animal;
- vi. The date the animal was shipped to the pet dealer, where such date is known by the dealer;
- vii. The date or dates on which the animal was examined by a veterinarian licensed to practice in the State of New Jersey, the name and address of such veterinarian, the findings made and the treatment, if any, taken or given to the animal;
- viii. A statement of all vaccinations and inoculations administered to the animal, including the identity and quantity of the vaccine or inoculum administered, the name and address of the person or licensed veterinarian administering the same, and the date of administering the vaccinations and inoculations; and
- ix. A 10-point bold-face type warning in the following form:

WARNING

The animal which you have purchased (check one)
 has has not been previously vaccinated or inoculated. Vaccination or inoculation neither guarantees good health nor assures absolute immunity against disease. Examination by a veterinarian is essential at the earliest possible date to enable your veterinarian to insure the good health of your pet.

2. To fail to maintain a copy of the animal history and health certificate signed by the consumer for a period of one year following the date of sale and/or to fail to permit inspection thereof by an authorized representative of the Division upon two days' notice (exclusive of Saturday and Sunday).

3. To include in the animal history and health certificate any false or misleading statement.

4. To directly or indirectly refer, promote, suggest, recommend or advise that a consumer consult with, use, seek or obtain the services of a licensed veterinarian unless the consumer is provided with the names of not less than three licensed veterinarians of whom only one may be the veterinarian retained by the pet dealer for its purposes.

5. To describe or promote the operation of the business as a "kennel" unless the business operation falls within the definition contained in N.J.A.C. 13:45A-12.1 or the operation of the business as a "kennel" has been authorized by the issuance of a license pursuant to N.J.S.A. 4:19-15.8. In the absence of meeting such criteria, a pet dealer shall be considered to be engaged in the operation of a "pet shop" and shall, where the name for the business operation includes the word "kennel," indicate the following disclaimer in proximate location to the name for the business operation in all promotional or advertising activities:

"This business only engages in the operation of a pet shop."

6. To use or employ a name for the business operation which suggests or implies that such business operation is engaged in or is associated with any organization which registers or certifies the pedigree or lineage of animals and/or to represent, expressly or by implication, approval by or affiliation with such organization, unless the following disclaimer, as appropriate, appears in proximate location to the name for the business operation:

"This business only engages in the operation of a pet shop."

"This business only engages in the operation of a kennel."

7. To state, promise or represent, directly or indirectly, that an animal is registered with an animal pedigree registry organization if such registration has not already been accomplished or that an animal is capable of being so registered, followed by a failure either to effect such registration or provide the consumer with the documents necessary therefor 120 days following the date of sale of such animal, if the animal has not already been returned to the pet dealer. In the event that a pet dealer fails to effect registration or to provide the necessary documents within 120 days following the date of sale, the consumer shall, upon written notice to the pet dealer, be entitled to choose one of the following options:

i. To return the animal and to receive a refund of the purchase price plus sales tax; or

ii. To retain the animal and to receive a partial refund of 75 percent of the purchase price plus sales tax.

3. Return of my animal and receipt of an animal of my choice of equivalent value in exchange plus reimbursement of veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall not exceed a dollar amount equal to the purchase price including sales tax of my animal.

4. DEATH OF ANIMAL ONLY. (check one) Receipt of a full refund of the purchase price, including sales tax for the animal, or in exchange an animal of my choice of equivalent value plus reimbursement of the veterinary fees incurred prior to the death of the animal. The reimbursement for veterinarian's fees shall not exceed a dollar amount equal to the purchase price including sales tax of my animal.

Consumer's Name
(Print)

Consumer's Signature

Date

Pet Dealer's or Agent's
Name (Indicate Title or
Position)
(Print)

Pet Dealer's or Agent's
Signature

Date

9. A pet dealer shall comply with the consumer's election as required by (a)7i through iv above not later than 10 days following receipt of a veterinary certification. In the event that a pet dealer wishes to contest a consumer's election, he shall notify the consumer and the Director of the Division of Consumer Affairs in writing within five days following the receipt of the veterinarian's certification, and he may require the consumer to produce the animal for examination by a veterinarian of the dealer's choice at a mutually convenient time and place. The Director shall, upon receipt of such notice, provide a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1, to determine why the option elected by the consumer should not be allowed.

10. A pet dealer shall give the following written notice to a consumer prior to the delivery of the animal. Such notice, signed by both the pet dealer and the consumer, shall be embodied in a separate document and shall state the following in 10 point boldface type:

**KNOW YOUR RIGHTS—A STATEMENT OF
NEW JERSEY LAW GOVERNING THE
SALE OF DOGS AND CATS**

The sale of dogs and cats is subject to a regulation of the New Jersey Division of Consumer Affairs. In the event that a licensed veterinarian

certifies your animal to be unfit for purchase within 14 days following receipt of your animal or within six months in the case of a congenital or hereditary cause or condition, you may:

- i. Return your animal and receive a refund of the purchase price including sales tax; or
- ii. Keep your animal and attempt to cure it; or
- iii. Return your animal and receive an animal of your choice of equivalent value.

Veterinary fees limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer in the event that you choose to keep the animal. If you choose to return the animal, veterinary fees incurred prior to receipt of the veterinary certification, limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer.

Further, in the event of your animal's death within this 14-day period, except when death occurs by accident or as a result of injuries sustained after delivery, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value. In addition, veterinary fees, limited to the purchase price, including sales tax must be paid by the pet dealer.

In order to exercise these rights, you must present to the pet dealer a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. Both of these items must be presented no later than five days after you have received the certification of unfitness. In the event that the pet dealer wishes to contest the certification or the bill, he may request a hearing at the Division of Consumer Affairs. If the pet dealer does not contest the matter, he must make the refund or reimbursement not later than ten days after receiving the veterinary certification. Although your dog or cat is required to be examined by a licensed veterinarian prior to sale, symptoms of certain conditions may not appear until after sale. If your dog or cat appears ill, you should have it examined by a licensed veterinarian of your choice at the earliest possible time.

If the pet dealer has promised to register your animal or to provide the necessary papers and fails to do so within the 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price plus sales tax or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent

refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

11. A pet dealer shall maintain copies of all notices required pursuant to (a)10 above, signed by both the pet dealer and the consumer, for at least one year from the date the notice was signed and shall ensure that such notices are readily available for inspection, upon request, by an authorized representative of the Division of Consumer Affairs.

12. It shall be a deceptive practice within the meaning of this section for a pet dealer to secure or attempt to secure a waiver of any of the provisions of this section except as specifically authorized under (a)5 above.

Administrative correction.

See: 25 N.J.R. 4600(a).

Amended by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

Case Notes

Pet consumer entitled to refund from dealer if veterinarian's certificate shows pet unfit for sale. *Dueben v. Therien*, 97 N.J.A.R.2d (CMA) 150.

SUBCHAPTER 13. POWERS TO BE EXERCISED BY COUNTY AND MUNICIPAL OFFICERS OF CONSUMER AFFAIRS

13:45A-13.1 Statement of general purpose and intent

The within regulations are promulgated pursuant to authority conferred by L.1975 c.376 and are intended to operate as working guidelines for county and municipal consumer protection agencies in the exercise of those powers conferred herein. Any and all powers delegated hereby shall be exercised in strict accordance herewith and with such directives as may from time to time be issued by the Attorney General through the Director of the Division of Consumer Affairs.

13:45A-13.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Act" means the New Jersey Consumer Fraud Act L.1960 c.39 (C56:8-1 et seq.) as amended and supplemented.

"Director" means the Director of the Division of Consumer Affairs.

"Person" means any natural person or his legal representative, partnership, corporation, company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestuis que trustent thereof.

13:45A-13.3 General provisions

(a) The powers hereinafter delegated shall be exercised consistent herewith in the name of a county or municipal director of consumer affairs. Such a director shall be established by resolution adopted by a county board of chosen freeholders or by ordinance adopted by the governing body of a municipality. In the event that such ordinance or resolution has been adopted prior hereto, the same shall be deemed valid for the purpose of creating a county or municipal director as required hereby.

(b) The powers delegated herein shall be exercised either by the director of a county office of consumer affairs or by a municipal director of consumer affairs. In the event a county office and a municipal office work on a matter concurrently, the Director shall supervise each in order to insure consistent policies and practices.

Amended by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-13.4 Qualifications of county or municipal director

(a) A county or municipal director of consumer affairs in order to exercise those powers hereinafter delegated shall:

1. Be established by formal appointment by resolution adopted by the county board of chosen freeholders or by ordinance adopted by the governing body of the municipality;

2. Successfully complete such initial educational and training courses as may be established by the director and such supplemental courses as may from time to time be prescribed;

3. Require that all staff employees or representatives dealing with the investigation or mediation of consumer complaints successfully complete such educational and training courses as may be established by the director. In the event that such staff employees or representatives shall fail to successfully complete such courses or shall be employed prior to the giving of such course, such employees or representatives may continue in such employment under the direct supervision and control of an individual who has successfully completed the course;

4. File such reports with the Division of Consumer Affairs as may be required by the director.

Amended by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

4. A detailed invoice stating charges for parts and labor separately and whether any new, rebuilt, reconditioned or used parts have been supplied.

5. The replaced parts, if requested before work is commenced, unless their size, weight or similar factors make return of the parts impractical.

6. A written copy of any guaranty.”

12. Nothing in this section shall be construed as requiring a watercraft repair dealer to provide a written estimate if the dealer does not agree to do the repair.

13. Any other unconscionable commercial practice prohibited pursuant to N.J.S.A. 56:8-1 et seq.

“Toy” means a plaything or item primarily marketed for the amusement or recreation of children, as well as any article that is designed for use by children, such as a stroller, crib, child-sized furniture, pacifier, teething ring, etc.

“Toy-related injury” means an injury to a person of any age caused or worsened by a toy as defined above; the term does not include an injury which involved a toy but was not directly caused by the toy or worsened by an apparent characteristic of the toy.

(b) Whenever a physician has before him or her a person whose injury or death the physician determines to be or reasonably suspects may be toy-related, the physician or designee shall, as soon as practicable but no later than the next business day, make a report as follows:

1. If the injured person was seen in a private office or non-institutional setting, the physician shall report the toy-related injury to:

Executive Director
Office of Consumer Protection
P.O. Box 45025
124 Halsey Street
Newark, New Jersey 07101
Tel.: (201) 504-6257

2. If the injured person was seen in a licensed health-care facility or other medical treatment center, or on the premises of a health maintenance organization, the physician or designee shall promptly report the injury or death to the medical director of that organization.

3. The medical director shall transmit the information supplied pursuant to (b)2 above as soon as practicable but no later than the next business day to the Office of Consumer Protection at the address set forth in (b)1 above.

(c) The initial report to the Office of Consumer Protection shall be made by telephone during business hours (8:30 A.M. to 4:30 P.M. Monday through Friday); the physician or medical director, as applicable, shall then complete a written form provided by the Office of Consumer Protection and shall return it within seven days of receipt to the address set forth in (b)1 above.

(d) The Division Director shall maintain a record of the toy-related injuries or deaths reported by physicians and medical directors and shall:

1. Prepare a report which does not identify either the physician or patient involved;

2. Transmit the information on a regular basis to the U.S. Consumer Product Safety Commission; and

3. Make the report available monthly to the public, upon request to the Office of Consumer Protection at the address set forth in (b)1 above. The request shall include a check or money order, payable to “Division of Consumer Affairs,” for the processing fee of \$5.00. Cash will not be accepted.

SUBCHAPTER 24. TOY AND BICYCLE SAFETY

13:45A-24.1 Purpose and scope

(a) The purpose of this subchapter is:

1. To implement P.L. 1991, c.250, by setting forth regulations for the reporting of toy-related deaths or injuries;

2. To implement P.L. 1991, c.295, by setting forth regulations for disseminating notice of defective or hazardous toys or other articles intended for use by children; and

3. To implement P.L. 1991, c.323, by setting forth regulations for a notice promoting the use of helmets to be affixed to bicycles sold at retail in the State of New Jersey.

(b) The sections of this subchapter shall apply as follows:

1. N.J.A.C. 13:45A-24.2 applies to all physicians, defined for purposes of this section as Doctors of Medicine, Doctors of Osteopathy, and Doctors of Podiatric Medicine who are licensed by the State Board of Medical Examiners, and Doctors of Chiropractic who are licensed by the State Board of Chiropractic Examiners; and to the medical directors of all licensed health-related facilities located within the State of New Jersey, such as hospitals, public health centers, emergency and other medical treatment centers, or the premises of health maintenance organizations if patients are seen or treated therein.

2. N.J.A.C. 13:45A-24.3 applies to manufacturers, importers, and distributors of toys or other articles intended for use by children, and to all dealers who offer to sell or sell such items to consumers in the State of New Jersey.

3. N.J.A.C. 13:45A-24.4 applies to all persons in the business of selling bicycles at retail in the State of New Jersey.

13:45A-24.2 Reporting of toy-related injuries

(a) As used in this section, the following words shall have the following meanings:

(e) If upon review of such reports of injury or death, the Director determines that a specific toy may pose an immediate danger to the residents of this State, the Director shall issue a statement warning the public that such reports have been received.

(f) The Director may release the information identifying the physician and/or patient involved solely to an appropriate governmental organization for good cause shown.

(g) Failure by a physician or medical director to report a toy-related injury or death as set forth herein shall be referred by the Director to the attention of the State Board of Medical Examiners, or the State Board of Chiropractic Examiners, as applicable.

13:45A-24.3 Toy recall notices

(a) As used in this section, the following words shall have the following meanings:

“Dealer” means a person who sells at retail a toy or other article intended for use by children. A dealer who sells at wholesale such toy or article shall, with respect to that sale, be considered the “distributor” of that item.

“Director” means the Director of the Division of Consumer Affairs in the Department of Law and Public Safety.

“Distributor” means a person who sells at wholesale a toy or other article intended for use by children, or a parent company which purchases said items and distributes them to its authorized outlet stores.

“Manufacturer” means a person who, under any name, manufactures or imports a toy or other article distributed in New Jersey. When the toy or other article is distributed or sold under a name other than that of the actual manufacturer of the toy or other article, the term “manufacturer” includes any person under whose name the toy or other article is distributed or sold.

(b) Any manufacturer, distributor or dealer who, pursuant to any law or any regulation of the U.S. Consumer Product Safety Commission, is required to give public notice or who voluntarily gives such notice, with regard to a defect or hazard in any toy or other article intended for use by children, shall at the same time notify the Director, in writing, at the following address:

Executive Director
Office of Consumer Protection
P.O. Box 45025
124 Halsey Street
Newark, New Jersey 07101
Tel. (201) 504-6257

(c) A dealer shall maintain a record of receipt of toy recall notices, including the date of receipt, and shall make it available upon request to a representative of the Office of Consumer Protection.

(d) A dealer who is notified by a manufacturer, a distributor, or the U.S. Consumer Product Safety Commission of a defective or hazardous toy or other article intended for use by children shall, if the dealer has carried or normally carries such item, prominently display that notification for at least 120 days after its receipt on each premises where the toy or article was sold or would normally be sold, as follows:

1. Each notification shall be displayed at the place in the store where the product is or, if the product is no longer sold, where it was, displayed, and at the customer service area. Notifications shall be placed so that they can be easily read by adult persons of average height and normal vision. No structures, furniture, boxes, merchandise, packaging material, etc., shall impede access to the display of notifications.

(e) The Director shall publish and disseminate to the public, at least quarter-annually, a summary of toys and other items intended for use by children, which items have been found to be defective or hazardous. The summary shall be drawn from findings of the U.S. Consumer Product Safety Commission and voluntary notices from manufacturers or distributors. In addition, the Director shall alert the public about particular toys or items, as warranted from time to time.

(f) Failure to comply with any requirement of this section shall be deemed a violation of the Consumer Fraud Act, N.J.S.A. 56:8-2 et seq.

Amended by R.2007 d.342, effective November 5, 2007.
See: 39 N.J.R. 2321(a), 39 N.J.R. 4850(a).

In (d)1, substituted “place in the store where the product is or, if the product is no longer sold, where it was, displayed, and at the customer service area” for “principal entrance of the store, or in the cash register area, or in a location elsewhere that is readily accessible to the public”.

13:45A-24.4 Bicycle safety notices

(a) In addition to the notices required by N.J.S.A. 39:4-10.3 to be posted, a bicycle safety statement promoting the use of helmets shall be prominently affixed to every new or used bicycle offered to be sold or sold at retail by a person in the business of selling bicycles. The statement shall be attached to the seat, handlebar or, if in the form of a decal, to the top tube of the bicycle or, if unassembled, prominently printed on or firmly attached to the outside of the box or carton containing the unassembled bicycle.

(b) The statement may be in the form of the warning card, “This Bike is Missing One Part,” designed by the New Jersey Coalition for Prevention of Developmental Disabilities, available from:

The New Jersey Coalition for Prevention of
Developmental Disabilities
985 Livingston Avenue
North Brunswick, New Jersey 08902
Tel. (732) 246-2525

1. The total cost of the installment sale, which shall include the down payment or trade-in or rebate, if any, plus the total of the scheduled periodic payments;
2. The annual percentage rate;
3. The monthly payment figure and the number of required payments; and
4. The amount of any down payment or trade-in required or a statement that none is required.

(b) The following motor vehicle advertising practices concerning credit and installment sale advertisements shall be unlawful:

1. The advertising of credit, including but not limited to such terms as "easy credit" or "one-day credit", other than that actually provided by the advertiser on a regular basis in the ordinary course of business;
2. The use or statement of an installment payment on any basis other than a monthly basis.

Recodified from 13:45A-2.8 by R.1995 d.618, effective December 4, 1995.
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-26A.9 On-site disclosures

(a) The following information relating to an advertised motor vehicle must be provided at the main entrance(s) to the business premises where the motor vehicle is displayed or in proximity to the vehicle or on the vehicle itself:

1. A copy of any printed advertisement that quotes a price for the sale or lease of that vehicle; alternatively, a tag may be attached to the motor vehicle(s) stating the advertised price as well as the other information required in N.J.A.C. 13:45A-26A.5 or 26A.6.
2. A fuel economy label, if required by the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. § 2006; and
3. The Used Car Buyers Guide, if required by the Federal Trade Commission's Used Car Rule, 16 C.F.R. Part 455.2.

(b) A dealer shall not advertise a new motor vehicle which does not have the Monroney label, if required by the Automobile Information Disclosure Act, 15 U.S.C. §§ 1231-1233.

(c) It shall be an unlawful practice to fail to comply with the disclosures required by this section.

Recodified from 13:45A-2.9 by R.1995 d.618, effective December 4, 1995.
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).
Amended by R.2000 d.460, effective November 20, 2000.
See: 32 N.J.R. 3282(a), 32 N.J.R. 4126(a).
In (a)1, amended the N.J.A.C. reference.

13:45A-26A.10 Record of transactions

(a) An advertiser shall have a motor vehicle advertised for sale on premises and available for sale at the advertised price during the period of publication, or a record of the sale of that vehicle at the advertised price or less during that period. An advertiser shall have a motor vehicle advertised for lease available for lease at the advertised price during the period of publication, or a record of the lease of that vehicle at the advertised price or less during that period. Such record shall consist of all applicable advertisements and a copy of the executed contract with the purchaser or lessee of the vehicle; this documentation shall be maintained for 180 days after the transaction and shall be made available for inspection by the Division of Consumer Affairs.

(b) If the motor vehicle is sold or leased during the period of publication, the advertiser must so notify consumers who inquire by telephone or in person.

(c) It shall be an unlawful practice to fail to comply with the requirements of this section.

Recodified from 13:45A-2.10 by R.1995 d.618, effective December 4, 1995.
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

SUBCHAPTER 26B. AUTOMOTIVE SALES PRACTICES

13:45A-26B.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings unless the context indicates otherwise.

"Automotive dealer" means any person as defined by N.J.S.A. 56:8-1(d) who in the ordinary course of business is engaged in the sale of motor vehicles at retail or who in the course of any 12 month period offers more than 3 motor vehicles for sale, lease, or rental, or who is engaged in the brokerage of motor vehicles whether for sale, lease, or rental;

"Documentary service fee" means any monies or other thing of value which an automotive dealer accepts from a consumer in exchange for the performance of certain documentary services which include, but are not limited to, the preparation and processing of documents in connection with the transfer of license plates, registration, or title, and the preparation and processing of other documents relating to the sale of a motor vehicle to said consumer;

"Pre-delivery service fee" means any monies or other thing of value which an automotive dealer accepts from a consumer in exchange for the performance of pre-delivery services upon a motor vehicle, and includes, but is not limited to, items which are often described or labeled as

dealer preparation, vehicle preparation, predelivery service, handling and delivery, or any other term of similar import;

“Sales document” means the first document which an automotive dealer utilizes to evidence an order for, deposit towards, or contract for the purchase of a motor vehicle by a consumer, and includes but is not limited to, retail orders, sales invoices, sales contracts, retail installment contracts, and other documents of similar import.

Recodified from 13:45A-6.1 by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-26B.2 Unlawful practices

(a) Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the following practices involving the sale of motor vehicles by automotive dealers shall be unlawful thereunder.

1. With respect to pre-delivery service fees:

i. Accepting, charging, or obtaining from a consumer monies, or any other thing of value, in exchange for the performance of any pre-delivery service for which the automotive dealer receives payment, credit, or other value from any person or entity other than a retail purchaser of the motor vehicle;

ii. Accepting, charging, or obtaining from a consumer monies, or any other thing of value, in exchange for the performance of any pre-delivery service without first itemizing the actual pre-delivery service which is being performed and setting forth in writing on the sales document the price for each specific pre-delivery service;

iii. Except in connection with the sale of used motor vehicles, failing to conspicuously place upon the front of the sales document which contains a pre-delivery service fee, in ten-point bold face type, the following statement:

“You have a right to a written itemized price for each specific pre-delivery service which is to be performed. The automotive dealer may not charge for pre-delivery services for which the automotive dealer is reimbursed by the manufacturer.”

2. With respect to documentary service fees:

i. Accepting, charging, or obtaining from a consumer monies, or any other thing of value, in exchange for the performance of any documentary service without first itemizing the actual documentary service which is being performed and setting forth in writing on the sale document the price for each specific documentary service; or

ii. Representing to a consumer that a governmental entity requires the automotive dealer to perform any documentary service;

iii. Failing to conspicuously place upon the front of the sales document which contains a documentary service fee, in ten-point bold face type, the following:

“You have a right to a written itemized price for each specific documentary service which is to be performed.”

Recodified from 13:45A-6.2 by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

Case Notes

Automobile dealership engaged in unconscionable business practice when it caused consumer to pay for pre-delivery services, including rustproofing, undercoating, paint sealer and fabric guard, that consumer had explicitly rejected and that were not disclosed in final sales agreement. *Delaney v. Garden State Auto Park*, 318 N.J.Super. 15, 722 A.2d 967 (A.D.1999).

SUBCHAPTER 26C. AUTOMOTIVE REPAIRS

13:45A-26C.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

“Automotive repair dealer” means any person who, for compensation, engages in the business of performing or employing persons who perform maintenance, diagnosis or repair services on a motor vehicle or the replacement of parts including body parts, but excluding those persons who engage in the business of repairing motor vehicles of commercial or industrial establishments or government agencies, under contract or otherwise, but only with respect to such accounts.

“Customer” means the owner or any family member, employee or any other person whose use of the vehicle is authorized by the owner.

“Director” means the Director of the Division of Consumer Affairs.

“Motor vehicle” means a passenger vehicle that is registered with the Division of Motor Vehicles of New Jersey or of any other comparable agency of any other jurisdiction, and all motorcycles, whether or not registered.

“Repair of motor vehicles” means all maintenance and repairs of motor vehicles performed by an automotive repair dealer but excluding changing tires, lubricating vehicles, changing oil, installing light bulbs, batteries, windshield wiper blades and other minor accessories and services. No service or accessory to be installed shall be excluded for purposes of this rule if the Director determines that performance of the service or the installation of an accessory requires mechanical expertise has given rise to a high incidence of fraud or deceptive practices, or involves a part of the vehicle essential to its safe operation.

Recodified from 13:45A-7.1 by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

Case Notes

"Automotive repair dealer" defined. Levin v. Lewis, 179 N.J.Super. 193, 431 A.2d 157 (App.Div.1981).

Broad sweep of regulations brought respondent restorer of antique and classic cars within the definition of automotive repair dealer. Levin v. Lewis, 6 N.J.A.R. 85 (1980) affirmed 179 N.J.Super. 193, 431 A.2d 157 (App.Div.1981).