

the cash sale price. Any acknowledgment by the buyer of delivery of a copy of the contract shall be printed or written in a size equal to at least 10-point bold type and, if contained in the contract shall also appear directly above the space reserved for the buyer's signature. The buyer's written acknowledgment, conforming to the requirements of this section of delivery of a copy of a contract shall be a rebuttable presumption of such delivery and of compliance with this section and Section 1803.4, in any action or proceeding by or against an assignee of the contract without knowledge to the contrary when he purchases the contract. If the holder furnishes the buyer a copy of the contract, or a notice containing the items required by Section 1803.3 and stating that the buyer should notify the holder in writing within 30 days if he was not furnished a copy of the contract, and no such notification is given, it shall be conclusively presumed in favor of the third party that a copy was furnished as required by Sections 1803.4 and 1803.7. (Added Stats. 1959, c. 201, p. 2096, § 1, as amended Stats. 1961, c. 1214, p. 2950, § 3.)

§ 1803.8 *Negotiation of sales by mail or telephone*

Retail installment sales negotiated and entered into by mail or telephone without personal solicitation by a salesman or other representative of the seller, where the seller's cash and deferred payment prices and other terms are clearly set forth in a catalog or other printed solicitation of business which is generally available to the public, may be made as hereinafter provided. All of the provisions of this chapter shall apply to such sales except that the seller shall not be required to deliver a copy of the contract to the buyer as provided in Section 1803.7, and if, when the proposed retail installment sale contract is received by the seller from the buyer, there are blank spaces to be filled in, the seller may insert in the appropriate blank spaces the amounts of money and other terms which are set forth in the seller's catalog which is then in effect. In lieu of the copy of the contract provided for in Section 1803.7 the seller shall, within 15 days from the date of shipment of goods, furnish to the buyer a written statement of the items inserted in such blank spaces. (Add Stats. 1959, c. 201, p. 2097, § 1.)

§ 1803.9 *Cash sale of \$50 or less*

If a retail installment sale is a sale of goods or services for a cash sale price of fifty dollars (\$50) or less, then the retail installment contract need not be contained in a single document. If the contract is contained in more than one document, one such document shall be an original document signed by the retail buyer, stated to be applicable to purchases of goods or services to be made by the retail buyer from time to time. In such case such document, together with the sales slip, account book or other written statement relating to each purchase, shall set forth all of the information required by Section 1803.3 and shall constitute a separate retail installment contract for each purchase. On each succeeding purchase pursuant to such original document, the sales slip, account book or other written statement may at the option of the seller constitute the memorandum required by Section 1808.3. (Added Stats. 1963, c. 1603, p. 3182, § 4.)

ARTICLE 4. RESTRICTIONS ON RETAIL INSTALLMENT CONTRACTS

Sec.

1804.1 Prohibited provisions.

1804.2 Assignment of contract.

1804.3 Lien on goods fully paid for or not sold by seller.

1804.4 Invalidity of prohibited provisions; effect upon contract.

Article 4 added by Stats. 1959, c. 201, p. 2097, § 1, operative Jan. 1, 1960

§ 1804.1 *Prohibited provisions*

No contract or obligation shall contain any provision by which:

(a) The buyer agrees not to assert against a seller a claim or defense arising out of the sale or agrees not to assert against an assignee such a claim or defense other than as provided in Section 1804.2.

(b) In the absence of the buyer's default in the performance of any of his obligations, the holder may accelerate the maturity of any part or all of the amount owing thereunder.