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STATE OF NEW JERSEY
CHAPTER 39, P. L. 1960
AS AMENDED AND SUPPLEMENTED
N.J.S.A. 56:8-1 to 56:8-20

AN ACT concerning consumer fraud, its prevention, and providing penalties therefor.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

56:8-1 (a) The term "advertisement" shall include the attempt directly or indirectly by publication, dissemination, solicitation, endorsement or circulation or in any other way to induce directly or indirectly any person to enter or not enter into any obligation or acquire any title or interest in any merchandise or to increase the consumption thereof or to make any loan:

(b) The term "Attorney General" shall mean the Attorney General of the State of New Jersey or any person acting on his behalf;

(c) The term "merchandise" shall include any objects, wares, goods, commodities, services or anything offered, directly or indirectly, to the public for sale;

(d) The term "person" as used in this act shall include 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;

(e) The term, "sale," shall include any sale, rental, or distribution, offer for sale, rental, or distribution or attempt, directly or indirectly, to sell, rent or distribute.

56:8-2. The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice; provided, however, that nothing herein contained shall apply to the owner or publisher of newspapers, magazines, publications or printed matter wherein such advertisement when the owner, publisher or operator has no knowledge of the intent, design or purpose of the advertiser.

56:8-2.1. It shall be an unlawful practice for any person to operate under a name or in a manner which wrongfully implies that such person is a branch of or associated with any department or agency of the Federal Government or of this State or any of its

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political subdivisions, or use any seal, insignia, envelope or other format which simulates that of any governmental department or agency.

56:8-2.2. The advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price is an unlawful practice and a violation of the act to which this act is a supplement.

56:8-2.3. The notification to any person by any means as part of an advertising plan or scheme, that he has won a prize and requiring him to do an act, purchase any other item or submit to a sales promotion effort is an unlawful practice and a violation of the act to which this act is a supplement.

56:8-2.4. It shall be an unlawful practice for a person to advertise merchandise for sale accompanied by a picture or illustration of the merchandise in an assembled condition when it is intended to be sold unassembled, unless the advertisement bears the notation that the merchandise is to be sold unassembled.

56:8-2.5. It shall be an unlawful practice for any person to sell or offer for sale any merchandise at retail unless the total selling price of such merchandise is plainly marked by a stamp, tag, label or sign either affixed to the merchandise or located at the point where the merchandise is offered for sale.

56:8-2.6. For the purposes of this act, each day for which the total selling price is not marked in accordance with the provision of this act for each group of identical merchandise shall constitute a separate violation of this act and the act of which this act is a supplement.

56:8-2.7. Charitable Registration. It shall be an unlawful practice for any person to solicit funds or a contribution of any kind or to sell or offer for sale any goods, wares, merchandise or services by telephone or otherwise where it has been falsely let to believe that such person is soliciting by or on behalf of any charitable or non-profit organization or that a contribution to or purchase from such person shall substantially benefit handicapped persons.

56:8-3. When it shall appear to the Attorney General that a person has engaged in, is engaging in, or is about to engage in any practice declared to be unlawful by this act, or when he believes it to be in the public interest that an investigation should be made to ascertain whether a person in fact has engaged in, is engaging in, or is about to engage in, any such practice, he may:

(a) Require such person to file on such forms as are prescribed a statement or report in writing under oath or otherwise, as to all the facts and circumstances concerning the sale or advertisement of merchandise by such person, and such other data and information

as he may deem necessary;

(b) Examine under oath any person in connection with the sale or advertisement of any merchandise;

(c) Examine any merchandise or sample thereof, record, book, document, account, or paper as he may deem necessary; and

(d) Pursuant to an order of the Superior Court, impound any record, book, document, account, paper, or sample of merchandise that is produced in accordance with this act, and retain the same in his possession until the completion of all proceedings in connection with which the same are produced.

56:8-3.1. Upon receiving evidence of any violation of the provisions of Chapter 39 of the laws of 1960, the Attorney General, or his designee, is empowered to hold hearings upon said violation and upon finding the violation to have been committed, to assess a penalty against the person alleged to have committed such violation in such amount within the limits of Chap 39 of the laws of 1960 as the Attorney General deems proper under the circumstances. Any such amounts collected by the Attorney General shall be paid forthwith into the State Treasury for the general purposes of the State.

56:8-4. To accomplish the objectives and to carry out the duties prescribed by this act, the Attorney General, in addition to other powers conferred upon him by this act, may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any investigation or inquiry, promulgate such rules and regulations, and prescribe such forms as may be necessary, which shall have the force of law.

56:8-5. Service by the Attorney General of any notice requiring a person to file a statement or report, or of a subpoena upon any person, shall be made personally within this State, but if such can not be obtained, substitute service therefore may be made in the following manner:

(a) Personal service thereof without this State; or

(b) The mailing thereof by registered mail to the last known place of business, residence or above, within or without this State of such person for whom the same is intended; or

(c) As to any person other than a natural person, in accordance with Rules Governing the Courts of the State of New Jersey pertaining to service of process, provided, however, that service shall be made by the Attorney General; or

(d) Such service as the Superior Court may direct in lieu of personal service within the State.

56:8-6. If any person shall fail or refuse to file any statement or report, or obey any subpoena issued by the Attorney General, the Attorney General may apply to the Superior Court and obtain an order:

(a) Adjudging such person in contempt of court;

(b) Granting injunctive relief without notice restraining the sale or advertisement of any merchandise by such persons;

(c) Vacating, annulling, or suspending the corporate charter of a corporation created by or under the laws of this State or revoking or suspending the certificate of authority to do business in this State of a foreign corporation or revoking or suspending any other licenses, permits or certificates issued pursuant to law to such person which are used to further the allegedly unlawful practice; and

(d) Granting such other relief as may be required; until the person files the statement or report, or obeys the subpoena.

56:8-7. If any person shall refuse to testify or produce any book, paper, or other document in any proceeding under this act for the reason that the testimony or evidence, documentary or otherwise, required of him may tend to incriminate him, convict him of a crime, or subject him to a penalty or forfeiture, and shall, notwithstanding, be directed to testify or to produce such book, paper, or document, he shall comply with such direction.

A person who is entitled by law to, and does assert such privilege, and who complies with such direction shall not thereafter be prosecuted or subject to any penalty or forfeiture in any criminal proceeding which arises out of and related to the subject matter of the proceeding. No person so testifying shall be exempt from prosecution or punishment for perjury or false swearing committed by him in giving such testimony.

56:8-8. Whenever it shall appear to the Attorney General that a person has engaged in, is engaging in, or is about to engage in any practice declared to be unlawful by this act, he may seek and obtain in a summary action in the Superior Court an injunction prohibiting such person from continuing such practices or engaging therein or doing any acts in furtherance thereof or an order appointing a receiver, or both. In addition to any other remedy authorized herein, the court may adjoin an individual from managing or owning any business organization within this State, and from serving as an officer, director, trustee, member of any executive board of similar governing body, principal, manager, stockholder owning 10% or more of the aggregate outstanding capital stock of all classes of any corporation doing business in this State, vacate or annul the charter of a corporation created by or under the laws of this State, revoke the certificate of authority to do business in this State of a foreign corporation, and revoke any other licenses, permits or certificates issued pursuant to law to such person whenever such management, ownership, activity, charter, authority, license, permit, or certificate have been or may be used to further such unlawful practice. The court may make such orders or judgments as may be necessary to prevent the use or employment by a

person of any prohibited practices, or which may be necessary to restore to any person in interest any moneys or property, real or personal, which may have been acquired by means of any practice herein declared to be unlawful.

56:8-9. When a receiver is appointed by the court pursuant to this act, he shall have the power to sue for, collect, receive and take into possession all the goods and chattels, rights and credits, moneys and effects, land and tenements, books, records, documents, papers, choses in action, bills, notes and property of every description derived by means of any practice declared to be illegal and prohibited by this act, including property with which such property has been mingled, if it can not be identified in kind because of such comingling, and to sell, convey, and assign the same and hold and dispose of the proceeds thereof under the direction of the court. Any person who has suffered damages as a result of the use of employment of any unlawful practices and submits proof to the satisfaction of the court that he has in fact been damaged, may participate with general creditors in the distribution of the assets to the extent he sustained out-of-pocket losses. In the case of a corporation, partnership or business entity, the receiver shall settle the estate and distribute the assets under the direction of the court, and he shall have all the powers and duties conferred upon receivers by the provisions of Title 14, Corporations General, so far as the provisions thereof are applicable. The court shall have jurisdiction of all questions arising in such proceedings and may make such orders and judgments therein as may be required.

56:8-10. Subject to an order of the court terminating the business affairs of any person after receivership proceedings held pursuant to this act, the provisions of this act shall not bar any claim against any person who has acquired any moneys or property, real or personal, by means of any practice therein declared to be unlawful.

56:8-11. In any action or proceeding brought under the provisions of this act, the Attorney General shall be entitled to recover costs for the use of this State.

56:8-12. If any provision of this law or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the law which can be given effect without the invalid provision or application, and to this end the provisions of this are severable.

56:8-13. Any person who violates any of the provisions of the act to which this act is a supplement shall, in addition to any other penalty provided by law, be liable to a penalty of not more than \$2,000.00 for the first offense and not more than \$5,000.00 for the second and each subsequent offense.

56:8-14. Every county district court and municipal court shall have jurisdiction of proceedings for the collection and enforcement of a penalty imposed because of the violation, within the territorial jurisdiction of the court, of any provision of the act to which this act is a supplement. Except as otherwise provided in this act, the penalty shall be collected and enforced in a summary proceeding pursuant

to the Penalty Enforcement Law (N.J.S. 2A:58-1, et seq.) Process shall be either in the nature of a summons or warrant and shall issue in name of the State, upon the complaint of the Attorney General or any other person.

In any action brought pursuant to this section to enforce any order of the Attorney General or his designee, the court may, without regard to jurisdictional limitations, restore to any person in interest any moneys or property, real or personal, which have been acquired by any means declared to be unlawful under this act.

In the event that any person found to have violated any provision of this act fails to pay a civil penalty assessed by the court, the court may issue, upon application by the Attorney General, a warrant for the arrest of such person for the purpose of bringing him before the court to satisfy the civil penalty imposed.

56:8-15. In addition to the assessment of civil penalties, the Attorney General or his designee may, after a hearing as provided in P.L. 1967, c. 97 and upon a finding of an unlawful practice under this act and the act hereby amended and supplemented, order that any moneys or property, real or personal, which have been acquired by means of such unlawful practice be restored to any person in interest.

56:8-16. In assessing any penalty under this act and the act hereby amended and supplemented, the Attorney General or his designee may provide for the remission of all or any part of such penalty conditioned upon prompt compliance with the requirements thereof and any order entered thereunder.

56:8-17. Upon the failure of any person to comply within 10 days after service of any order of the Attorney General or his designee directing payment of penalties or restoration of moneys or property, the Attorney General may issue a certificate to the Clerk of the Superior Court that such person is indebted to the State for the payment of such penalty and the moneys or property ordered restored. A copy of such certificate shall be served upon the person against whom the order was entered. Thereupon the clerk shall immediately enter upon his record of docketed judgments the name of the person so indebted, and of the State, a designation of the statute under which the penalty is imposed, the amount of the penalty imposed, and amount of moneys ordered restored, a listing of property ordered restored, and the date of the certification. Such entry shall have the same force and effect as the entry of a docketed judgment in the Superior Court. Such entry, however, shall be without prejudice to the right of appeal to the Appellate Division of the Superior Court from the final order of the Attorney General or his designee.

56:8-18. Where the Attorney General or his designee, after a hearing as provided in P.L. 1967 c. 97, finds that an unlawful practice has been or may be committed, he may order the person committing such unlawful practice to cease and desist or refrain from committing said practice in

the future. When it shall appear to the Attorney General that a person against whom a cease and desist order has been entered has violated said order, the Attorney General may initiate a summary proceeding in the Superior Court for the violation thereof. Any person found to have violated a cease and desist order shall pay to the State of New Jersey civil penalties in the amount of not more than \$25,000.00 for each violation of said order. In the event that any person fails to pay a civil penalty assessed by the court for violation of a cease and desist order, the court assessing the unpaid penalty is authorized, upon application of the Attorney General, to grant any relief which may be obtained under any statute or court rule governing the collection and enforcement of penalties.

56:8-19. Any person who suffers any ascertainable loss of moneys or property, real or personal, as a result of the use or employment by another person of any method, act, or practice declared unlawful under this act or the act hereby amended and supplemented may bring an action or assert a counterclaim therefore in any court of competent jurisdiction. In any action under this section, the court shall, in addition to any other appropriate legal or equitable relief, award threefold the damages sustained by any person in interest. In all actions under this section, the court shall also award reasonable attorneys' fees, filing fees, and reasonable costs of suit.

56:8-20. Any party to an action asserting a claim, counterclaim, or defense based upon violation of this act or the act hereby amended or supplemented shall mail a copy of the initial or responsive pleading containing the claim, counterclaim or defense to the Attorney General within 10 days after the filing of such pleading with the court. Upon application to the court wherein the matter is pending, the Attorney General shall be permitted to intervene or to appear in any status appropriate to the matter.

DECEPTIVE MAIL ORDER PRACTICES
(effective Aug. 1, 1973)

13:45A-1.1 Deceptive Mail Order Practices

1. Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., this rule makes unlawful thereunder some specific practices in the mail order or catalog business.

2. It is a deceptive practice in the sale or offering for sale of consumer goods for a person (including any business entity) conducting a mail order or catalog business in or from the State of New Jersey or advertising a State of New Jersey mailing address to accept money through the mails from a consumer for merchandise ordered by mail or telephone and then permit six weeks to elapse without either:

- (a) delivering or mailing the merchandise order; or
- (b) making a full refund; or
- (c) sending the customer a prior letter or notice advising him of the duration of an expected delay or the substitution of merchandise of equivalent or superior quality, and offering to send him a refund within one week if he so requests. If the vendor proposes to substitute merchandise, he shall describe it in detail, indicating how it differs from the merchandise ordered; or
- (d) sending the consumer substituted merchandise of equivalent or superior quality, together with
 - (1) a written notice offering, without reservation, to accept the return of the merchandise at the seller's expense within 14 days of delivery. The consumer would be entitled, at his option, to a refund of cash paid, including the amount of postage to return the item, or a credit; and
 - (2) a postage-paid letter or card on which the consumer may indicate whether he wishes the purchase price to be refunded or credited to his account within 14 days of receipt of the merchandise by the seller. The customer's request entered on such a letter or card, must be honored by the seller.
 - (3) The written notice and letter or card, as above stated, need not be sent with the merchandise if, in lieu thereof, a statement that the seller will accept the return of the merchandise for a period of at least fourteen days without reservation, is printed in the catalog itself.

For purposes of subsection 2(c) and 2(d), merchandise may not be considered of "equivalent or superior quality" if it is not substantially similar to the goods ordered or not fit for the purposes intended, or if the seller normally offers the substituted merchandise at a price lower than the price of the merchandise ordered.

3. Section 2 of this regulation does not apply

(a) to merchandise ordered pursuant to an open-end credit plan as defined in the Federal Consumer Credit Protection Act or any other credit plan pursuant to which the consumer's account was opened prior to the mail order in question, and under which the creditor may permit the customer to make purchases from time to time from the creditor or by use of a credit card; or

(b) when all advertising for the merchandise contains a notice, (which, in the case of printed advertising, shall be in a type size at least as large as the price) that delay may be expected of a specified period. In such cases, one of the events described in Section 2(a) through 2(d) must occur no later than one week after expiration of the period specified in the advertisement; or

(c) to merchandise, such as quarterly magazines, which by their nature are not produced until a future date and for that reason cannot be stocked at the time of order; or

(d) to installments other than the first of merchandise, such as magazine subscriptions, ordered for serial delivery.

4. It is a deceptive practice in the sale or offering for sale of consumer goods for a person (including any business entity) conducting a mail order or catalog business in or from the State of New Jersey or advertising a State of New Jersey mailing address to fail to disclose in all advertising or other promotional materials containing a Post Office Box address including order blanks and forms, the legal name of the company and the complete street address from which the business is actually conducted.

AUTOMOTIVE ADVERTISING REGULATION
(effective Nov. 17, 1976)

13:45A-2.1 Definitions:

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

"Advertisement" means any advertisement as defined by N.J.S.A. 56:8-1 of any motor vehicle including any statement appearing in a newspaper, periodical, pamphlet, circular, or other publication: paper or sign which offers or in any way indicates the availability of a motor vehicle for sale at retail.

"Advertiser" 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 or financing of motor vehicles at retail or who in the course of any 12-month period offers more than three motor vehicles for sale, lease, or rental, or who is engaged in the brokerage of motor vehicles whether for sale, lease or rental, and who directly or indirectly initiates, requests or causes an advertisement to be made for motor vehicles; provided, however, that nothing herein contained shall apply to the owner or publisher of newspapers, magazines, publications or printed matter wherein such advertisement appears when the owner publisher or operator has no knowledge of the intent, design or purpose of the advertiser. An advertising agency acting in behalf of any person engaged in the sale of motor vehicles shall be deemed as advertiser within the meaning of this regulation where such agency prepares or places an advertisement for publication. An advertising agency shall not be liable for a violation of this regulation where the agency reasonably relies upon data, information or material supplied by a motor vehicle seller for whom the advertisement is prepared or placed or for any violation caused by an act, error or omission beyond the advertising agency's control.

"Extra cost option" means optional equipment, regardless of its place of installation, on the motor vehicle, the price of which would not be included in the manufacturer's suggested retail price for the basic vehicle.

"Motor vehicle" means any vehicle driven or drawn otherwise than by muscular power, excepting such vehicles as run only upon rails or tracks.

"Price reduction advertisement" means any advertisement which in any way states or suggests directly or indirectly that the advertised motor vehicle is being offered or made available for sale at a price less than that at which it has been usually sold or offered for sale.

"Sale" means a sale as defined by N.J.S.A. 56:8-1(e) of any motor vehicle.

"Warranty advertisement" means any advertisement in which any warranty or guaranty for any motor vehicle or part thereof is offered in connection with the sale of such motor vehicle.

13:45A-2.2 Unlawful motor vehicle advertising 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 motor vehicle advertising practices shall be unlawful thereunder:

1. Bait and switch:

i. The use of an advertisement as part of a plan or scheme not to sell the motor vehicles advertised or not to sell the same at the advertised price;

ii. Without limiting other means of proof, the following shall be prima facie evidence of a plan or scheme not to sell a motor vehicle as advertised or not to sell the same at the advertised price:

(1) Refusal to show, display, or sell the motor vehicle advertised in accordance with the terms of the advertisement, except that an advertiser shall not be required to provide a road test of a motor vehicle unless so stated in the advertisement;

(2) The disparagement by act or word, either before or after the sale of the advertised motor vehicle, or of guaranty, warranty, credit terms, availability of service, repairs or parts or of anything in any other respect a material fact connected with the advertised motor vehicle. However, disparagement shall not include an accurate factual description of the difference or differences between the advertised motor vehicle and other motor vehicles when and where the customer requests such information;

(3) The refusal to take orders for advertised motor vehicles or the taking of orders at a price greater than the advertised price;

(4) The failure to submit orders to the manufacturer or other source used in the ordinary course of business, for the advertised motor vehicles;

(5) The showing, demonstrating or delivery of any advertised motor vehicle which is known to be or should have been known to be defective, unusable or unsuitable for the purpose represented or implied in the advertisement:

(6) Accepting a deposit for an advertised motor vehicle, then switching the purchaser to a higher-priced motor vehicle, except when the purchaser has initiated the switch as evidenced by a writing to that effect signed by the purchaser;

(7) The failure to make a delivery of the advertised motor vehicle within the promised delivery period, unless such failure is caused by reasons beyond the control of the advertiser;

(8) The use of a sales plan or method of compensating or penalizing salesmen, designed to prevent or discourage them from selling the advertised motor vehicle or from selling the same at the advertised price. However, this provision shall not apply to a sales plan or method of compensation whereby a salesman realizes a fixed percentage rate of the gross amount of the sales made within a specified time period nor to salesman bonus plans designed primarily to encourage or reward salesmen for selling motor vehicles other than the advertised motor vehicle.

2. Advertisements - General Requirements for Disclosure:

With respect to any advertisement offering or making available for sale a new or used motor vehicle other than an advertisement indicating the general availability or qualities of a make, model or series of new motor vehicles:

i. The failure to state the advertiser's true name and business address or the word "dealer";

ii. The failure to state a single specific dollar amount indicating the total retail selling price to be charged accompanied by a statement that such price is exclusive of taxes and licensing costs;

iii. The setting forth of any price or price comparison which does not include transportation, freight, shipping, dealer preparation and any other additional costs to be borne by a consumer, except for licensing costs and taxes;

iv. The setting forth of a price or price comparison that represents less than the total cash price to be paid by a consumer unless the advertisement clearly and conspicuously discloses that such price is offered with reference to a trade-in allowance or other method of price reduction with the amount of such allowance or set-off forth; a set off, discount trade-in allowance or other such price reduction shall be shown as a specific dollar reduction from the advertised price required herein and shall not be incorporated with the advertised price.

v. The failure to state the manufacturer's suggested retail price clearly denominated as such in any advertisement relating to a new motor vehicle.

vi. The failure to state the following information:

(1) The number of engine cylinders;

(2) Whether the transmission is automatic or manual, and, if manual, the number of forward gears;

(3) Whether the brakes and steering mechanism are power or manual;

(4) Whether the vehicle has air conditioning;

vii. The failure to state the actual odometer reading as of the date of placing the advertisement for publication of any motor vehicle described as a "demonstrator," "executive" vehicle, "leftover" or in such other similar terms.

viii. The failure to state the year, make, model and the series where the advertised motor vehicle has a designated series or model;

ix. The failure to state the exact number of motor vehicles in stock on the date of placing the advertisement. Where no advertised vehicle is in an advertiser's stock on the date of placing the advertisement, such advertisement shall state "Not in Stock," and the period of time in which delivery will be made;

x. The failure to state that the motor vehicle had previously been used as a demonstrator or executive vehicle; a police or fire vehicle; a passenger vehicle for lease, rental or hire; or as a taxi when such prior use is known or should have been known by the advertiser or the person for whom he acts;

xi. With respect to an advertisement offering or making available for sale a new, demonstrator, or executive motor vehicle:

(1) The listing or naming of any equipment other than cost options included in the advertised price unless standard equipment is clearly identified as standard;

(2) The failure to state that any listed equipment is an extra cost option;

xii. With respect to an advertisement offering a used motor vehicle, the failure to state the actual odometer reading as of the date of placing the advertisement for publication. For the purpose

of this subsection, a camper, trailer or motor home shall not be deemed a used motor vehicle, and any vehicle possessing an odometer reading of greater than 500 miles shall be deemed used.

3. Certain Credit advertisements:

i. The advertising of credit, including but not limited to such terms as easy credit or one-day credit, other than that actually transacted by the advertiser on a regular basis in the ordinary course of business.

4. Price Reduction Advertisements:

i. In any advertisement wherein a reduction from the usual price is stated or indicated either directly or by implication:

(1) The use or statement of any price from which a reduction is indicated either directly or by implication where such price is not the usual price at which the advertised motor vehicle has been sold or offered for sale.

A usual selling price shall be deemed to be that price at which an advertiser has sold or offered for sale the advertised motor vehicle or its substantial equivalent on not less than 3 occasions during the 90-day period immediately preceding the date of publication of the advertisement. Nothing contained herein shall prohibit the statement of a manufacturer's suggested retail price in any advertisement; provided, however, where such price is set forth in a price reduction advertisement such manufacturer's suggested retail price shall have been the usual price at which the motor vehicle was sold or offered for sale consistent with this subsection unless expressly stated otherwise.

(2) The placement of a price reduction advertisement where the advertised retail sale price does not constitute a bona fide, substantial reduction from the usual retail sale price. For the purpose of the within subsection "bona fide, substantial reduction" shall be deemed to exist where such reduction is not less than 5% of the usual retail sale price.

(3) The use of the terms "sale," "discount," "savings," "price cut" and such other terms of similar import shall be deemed to indicate a price reduction advertisement.

ii. In the event that an advertiser places a price reduction advertisement, the motor vehicle dealer in whose name the advertisement is placed shall retain such records as may be necessary to establish the usual price upon which a reduction is advertised. Such records shall be maintained for a period of 60 days following the date of publication and shall be made available for inspection by the Division of Consumer

Affairs. The failure of a motor vehicle dealer to substantiate a usual price through documentation shall constitute a presumption that the price reduction advertisement was not predicated upon a reduction from the usual price and that the claimed reduction was neither substantial nor bona fide as required herein.

5. Warranty Advertisements:

i. In any warranty advertisement, other than one stating that the warranty or guaranty is a manufacturer's or factory warranty or guaranty, the failure to disclose the following:

(1) Limitation of warranty or guaranty as to duration, inclusion or exclusion of service or labor charges, and characteristics or properties of the motor vehicle or part thereof included or excluded by the warranty or guaranty;

(2) Whether the warranty or guaranty will be performed by repair, replacement, refund or any other means and whether such manner of performance is at the option of the advertiser;

(3) Limitation of warranty or guaranty as to percentage ratio of cost or pro rata share to be assumed by the advertiser, unless advertisement clearly states that "warranty or guaranty is subject to the limitations contained in our sales contract."

6. Guaranteed satisfaction, discount and quality claims:

i. In any advertisement:

(1) The use of the term guaranteed discount, guaranteed lowest prices, or any other similar term unless the advertiser clearly and conspicuously discloses the manner in which such guaranty will be performed and any conditions or limitations controlling such performance:

(2) The use of any guaranty, warranty, or any other representation regarding the quality of a motor vehicle or part thereof which creates a false impression of the quality, durability, maintenance needs or any other material fact concerning any motor vehicle or part thereof.

7. General:

i. The use of difference in type, size, style, location, lighting or color as to obscure or make misleading any material fact in any advertisement;

ii. In any advertisement, the use of deception, fraud, false pretense, false promise or misrepresentation as to the size, inventory or nature of the advertiser's business, as to the expertise of the

SALE OF MEAT AT RETAIL
(effective Jan. 1, 1974)

13:45A-3.1 Definitions

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

"Sale at retail" means a transaction wherein a person sells meat to the consumer, whether at the place of business of such person or whether such sale is consummated by mail, by telephone or in writing at a place other than at the place of business. Places of business carrying on the aforesaid transaction include, but are not limited to, supermarkets, grocery stores, butcher shops, food freezer dealers and food plan companies.

"Meat" means the edible part of the muscle of cattle, swine or sheep which is skeletal or which is found in the tongue, in the diaphragm, in the heart or in the esophagus, with or without the accompanying or overlying fat and portions of bone, skin, nerve and blood vessels which normally accompany the muscle tissue and which are separated from it in the process of dressing. It does not include the muscle found in the lips, snout or ears.

"Hamburger" means chopped, fresh and/or frozen beef, other than from the heart, esophagus, tongue or cheeks, with or without the addition of beef fat as such and/or seasoning and shall not contain more than 30 percent of fat and shall not contain added water, binders or extenders.

"Ground beef," "ground veal," "ground lamb" or "ground pork" means chopped, fresh and/or frozen meat, other than from the heart, esophagus, tongue or cheeks, of the species indicated without the addition of fat as such and shall not contain more than 30 percent of fat and shall not contain added water, binders or extenders.

"Stew beef" means meat, other than from the heart, esophagus, tongue or cheeks, which is derived from cattle, sliced into cubes and commonly used for stewing.

"Hanging tender" means meat derived from the thick, muscular dorsal attachment (pillar) of the diaphragm of cattle. Whenever such meat is labeled or advertised for sale at retail, the term "hanging tender," and only said term, shall be used in said labeling or advertising and then only if in conjunction with the term "pillar of diaphragm."

"Skirt steak" means meat derived from the derived from the diaphragm of cattle.

"Filet Mignon" means meat derived from the tenderloin (psoas muscle) of cattle.

"Sirloin knuckle" or "sirloin tip" means meat derived from the beef round by a straight cut from the knee cap parallel to and along the femur on the inside of the round and the natural seam of the outside of the round.

"Delmonico steak" means boneless meat derived from the anterior end (rib end) of the short loin of cattle or the posterior end (loin end) of the rib. Any labeling of or advertising for "Delmonico steak" shall indicate short loin or rib, whichever is appropriate.

"Club steak" means meat derived from the anterior end (rib end) of the short loin of cattle or the posterior end (loin end) of the rib. Any labeling of or advertising for "club steak" shall indicate short loin or rib, whichever is appropriate.

"T-bone steak" means meat derived from the short loin of cattle and which exhibits not less than one-half inch diameter of tenderloin (psoas muscle).

"Porterhouse steak" means meat derived from the short loin of cattle and which exhibits not less than 1½" in diameter of tenderloin (psoas muscle).

"Sirloin steak" means meat derived from the posterior portion of the loin of cattle after removal of the short loin.

"Sirloin" is the posterior portion of the loin of cattle and is obtained by a straight cut made perpendicular to the contour of the outer skin surface and perpendicular to the split surface of the lumbar vertebrae and which passes flush with the ilium (pelvic bone) leaving a small part of hip bone in the short loin.

"Short loin" is the anterior portion of the loin of cattle remaining after the removal of the posterior portion (sirloin) of the loin and is obtained by a straight cut perpendicular to the contour of the outer skin surface and perpendicular to the split surface of the lumbar vertebrae and which passes through the ilium (pelvic bone) leaving a small part of hip bone in the short loin.

"Strip loin steak" or "shell steak" means meat derived from that portion of the short loin of cattle remaining after the tenderloin (psoas muscle) has been removed.

"Top-sirloin butt" means meat derived from the posterior portion of the loin of cattle after removal of the short loin and which is the thick upper portion (dorsal side) of the sirloin after removal of the bottom sirloin (ventral side) by a cut following the natural muscle seam (blue tissue).

"Bottom sirloin butt" means meat derived from the posterior portion of the loin of cattle after removal of the short loin and which is the

lower portion (ventral side) of the sirloin after removal of the top sirloin butt (dorsal side) by a cut following the natural muscle seam (blue tissue).

"Tenderloin" means meat derived from the psoas muscle of cattle, sheep or swine.

"Spare ribs" means ribs which are removed from the belly portion of the pork carcass mid-section extending from the scribe line at the fat back side of the belly to and including portions of the rib cartilages, with or without a portion of the split breast bone and with or without the skirt (diaphragm) remaining. Use of such term shall be confined to labeling or advertising the said meat as herein defined.

"Back ribs" means ribs derived from the rib area of pork loin.

"True name" means the species of animal, i.e., beef, veal, lamb, or pork, and the primal source or area of the animal carcass from which meat is derived and shall consist of one, but not more than one, of the following:

(1) for beef - cheeks, tongue, gullets or esophagus, heart, neck, shoulder, brisket or breast, foreshank, chuck, diaphragm, rib, plate, hind shank, round, rump, loin, flank or pillar of diaphragm.

As used in relation to beef herein and as set forth in Chart I herein:

"Neck" is derived from the area of the chuck containing atlas bone through the 5th cervical vertebra.

"Shoulder" is derived from the area of the chuck which includes clod, forearm, brisket muscle and arm bone and may include cross sections of the ribs.

"Brisket" or "breast" is derived from the area of the chuck which includes part of ribs 1 through 5 and the sternum (breast bone).

"Foreshank" is derived from the upper portion of the fore leg and contains the upper shank bone.

"Chuck" is derived from that area of the forequarter containing ribs 1 through 5 without the neck, brisket and foreshank.

"Diaphragm" is derived from the forequarter and includes the muscles and tendon attachments which separate the thoracic (chest) cavity from the abdominal cavity.

"Rib" is derived from the forequarter and includes the 6th through the 12th rib after removal of the plate approximately 10 inches from the chime bone.

"Plate" is derived from the forequarter and includes the 6th through 12th ribs cut approximately 10 inches from the chime bone.

"Hind shank" is derived by cutting through the stifle joint severing the shank meat and shank bone from the round.

"Round" is separated from the full beef loin by a straight cut which starts at a point on the backbone at the juncture of the last (5th) sacral vertebra and the first tail (caudal) vertebra, passes through a second point which is immediately anterior to the protuberance of the femur bone and exposes the ball of the femur and then continues in the same straight line beyond the second point to complete the cut.

"Rump" is derived from the round and is removed therefrom by a straight cut perpendicular to the outer skin surface immediately posterior to, and parallel with, the long axis of the exposed surface of the aitch bone.

"Loin" is located between the rib and the round and is removed by a cut between the 12th and 13th ribs (posterior end of the rib) and contains the 13th rib vertebra, 6 lumbar vertebrae and 5 sacral vertebrae.

"Flank" is derived by stripping the serous membrane from over the abdominis muscles (flank steak) by pulling the abdominis muscles from the thick membrane which lies underneath.

(2) for veal - cheeks, tongue, gullets or esophagus, heart, neck, shank, breast, shoulder, rib, loin, sirloin, rump or leg.

As used in relation to veal herein and as set forth in Chart 2 herein:

"Neck" is derived from the shoulder by a straight line cut in front of the blade bone approximately between the 4th and 5th cervical vertebrae and parallel to the rib end of the shoulder.

"Shank" is derived from the leg bone (tibia) or the arm bone (radius).

"Breast" is derived by a cut perpendicular to the outer surface which passes through the cartilaginous juncture of the first rib and anterior extremity of the sternum and perpendicular to the long axis of the 12th rib approximately 4 inches from the eye of rib, and contains the sternum, first twelve ribs and all overlaying muscle, except the foreshank.

"Shoulder" is the section remaining after removal of the foreshank, breast and neck and contains the 1st through the 5th ribs.

"Rib" is removed from the shoulder by cutting between the 5th and 6th ribs and contains featherbone, chime bone and rib bones.

"Loin" is located between the sirloin and rib and is removed from the rib by a cut between the 12th and 13th ribs and from the sirloin by

a cut perpendicular to the outer surface immediately anterior to and flush with the ilium (pelvic bone) leaving no part of the hip bone in the loin and includes the 13th rib vertebra and 5 lumbar vertebrae.

"Leg" is removed from the sirloin and rump by a straight line cut perpendicular to the outer skin surface immediately posterior to and parallel with the long axis of the exposed surface of the aitch bone, leaving no part of the aitch bone in the leg. The separation of the sirloin and rump from the leg is completed by sawing through the round bone (femur) immediately posterior to the ball joint.

"Rump" is removed from the leg as aforesaid and is removed from the loin by a cut perpendicular to the outer skin surface and perpendicular to the backbone at the anterior end of the hip bone leaving all the hip bone in the rump.

"Sirloin" is derived from the anterior end of the rump by a cut perpendicular to the dorsal side starting at any point on the backbone between the juncture of the last (5th) sacral vertebra and the anterior end of the ilium (pelvic bone) or between the 5th and 6th lumbar vertebrae.

(3) for lamb - cheeks, tongue, gullets or esophagus, heart, neck, shank, breast, shoulder, rib, loin or leg.

As used in relation to lamb herein and as set forth in Chart 3 herein:

"Neck" is derived from the anterior area of the shoulder and contains the atlas and cervical vertebrae.

"Breast" is cut from the loin, neck and shoulder starting at the cod or udder to and through the shank just above the elbow.

"Shoulder" is separated from the ribs by cutting between the 5th and 6th ribs.

"Rib" is separated from the loin by cutting between the last two ribs.

"Loin" is separated from the leg by cutting just in front of the hip bone.

"Leg" is the portion remaining after the loin has been removed as aforesaid.

(4) for pork - cheeks, tongue, gullets or esophagus, heart, tail, jowl, shoulder, shoulder picnic, shoulder butt, feet, side, spareribs, loin, loin-shoulder end or loin-rib end, loin-center cut, loin-loin end, fat back, ham or hock.

As used in relation to pork herein and as set forth in Chart 4 herein:

"Jowl" shall be removed closely to the body of the shoulder on a line approximately parallel to the opposite straight cut side of the shoulder, starting behind the "ear dip" which must remain on the jowl, and continuing the cut so as to remove the entire jowl.

"Shoulder" includes the shoulder picnic and shoulder butt and is derived by a cut starting at a point in the armpit that is not more than 1 inch posterior to the elbow joint, but does not expose the elbow joint, and continues reasonably straight across the hog side. The foot, ribs and related cartilages, breast bone, intercostal meat, breast flap, and neck bones shall be excluded.

"Shoulder picnic" is separated from the "shoulder butt" by a cut which is reasonably straight and perpendicular to the outside skin surface (not slanted or under cut) and approximately parallel to the breast side of the shoulder leaving all the major shoulder bone (humerus) and not less than one nor more than two inches of the blade bone (scapula) in the shoulder picnic.

"Side" (belly) shall be separated from the fat back on a straight line not more than 3/4 inch beyond the outermost curvature of the scribe line. The belly must be boneless and the major cartilages of the sternum and the ribs must be closely and smoothly removed without deep scoring. Any enlarged soft, porous, or seedy mammary tissue and the pizzle recess of barrow bellies must be removed.

"Loin" is removed from the middle portion by a cut (scribe) extending from a point on the first rib of the loin which is not more than 1 3/4 inches from the junction of the foremost rib and the foremost thoracic vertebra to a point on the ham end which is immediately adjacent to the major tenderloin muscle. The loin shall be removed from the fat back and shall contain 11 or more ribs, 7 lumbar vertebrae and at least 3 sacral vertebrae.

"Loin-shoulder end" or "loin-rib end" is derived from the anterior end of the loin by a cut perpendicular to the length of the loin flush with the last rib and usually includes the blade bone.

"Loin-center cut" is derived from the pork loin after the shoulder end has been removed by cutting crosswise to the length of the loin at a point posterior to the edge of the scapular cartilage and from which the ham end of the loin has been removed by cutting crosswise to its length anterior to the cartilage on the tuber coxae.

"Loin-loin end" is derived from the posterior end of the loin by a cut perpendicular to the length of the loin flush with the last rib and usually includes the hip (pelvic) bone.

"Fat Back" is the section remaining after removal of the loin and side.

"Ham" is the posterior portion of the hog side removed by a cut $2\frac{1}{4}$ to $2\frac{3}{4}$ inches anterior to the knuckle end of the aitch bone. The cut shall be at right angles to an imaginary line from the tip of the aitch bone through the center of the ham and shank. At the flank pocket the cut shall divert at a 45° angle posteriorly.

The true name for pork chops shall consist of one of the following primal sources: shoulder or blade, rib, loin, center, or loin end or sirloin.

"Veal cutlet" means a single slice of veal derived from the leg and contains top, bottom, eye and sirloin tip and cross section of the leg bone. If the word "cutlet" is used in labeling or advertising a single slice of meat derived other than from the leg of veal, the species of animal and primal source from which such meat is derived shall precede the word "cutlet" in at least the same size and style lettering and on the same background as the word "cutlet," for example:

VEAL SHOULDER CUTLET

2. Labeling and Advertising Requirements

(a) Except as otherwise exempted in rule, no person shall produce, prepare, package, advertise, sell or offer for sale at retail any meat unless it is clearly and conspicuously labeled or advertised, as the case may be, as to its true name.

(b) This section shall not require the labeling of meat cut to the order of the retail customer.

3. Exemption for Certain Meats

The provisions of Section 2(a) of this rule shall not apply to bacon, Filet Mignon, ground beef, ground veal, ground lamb, ground pork, hamburger, Porterhouse steak, sirloin steak, stew beef, T-bone steak, beef tenderloin, pork tenderloin or veal cutlet provided, in the case of any one of these meats, it is clearly and conspicuously labeled or advertised as to its name set forth in this section.

4. Exemptions for Meat Inspected under United States Department of Agriculture.

(a) The provisions of this rule shall not apply to meat which is produced, prepared or packaged for sale at retail within the State of New Jersey under meat inspection of the United States Department of Agriculture until after such meat leaves the premises of a United States Department of Agriculture official establishment for distribution.

(b) The provisions of this rule shall not apply to meat which is produced, prepared or packaged under meat inspection of the United States Department of Agriculture for sale at retail outside the State of New Jersey.

5. Name in Addition to the Species and Primal Cut

(a) A name in addition to the species and primal cut of a meat as set forth in Section 1 of this rule may be used in labeling such meat provided that the requirements of this rule are complied with and that any such additional name or labeling appears contiguous to the species and primal cut name in letters of the same size and style, for example:

SANDWICH STEAK
BEEF TOP ROUND

(b) Such name shall not be false, misleading, deceptive or confusing in any way.

6. Advertising When Additional Name Used

If a name in addition to the species and primal cut as set forth in Section 5 herein is used in advertising meat, the species and primal cut of the meat shall be prominently displayed contiguous to the additional name and be shown in the same style lettering and on the same background as the additional name and meet the following requirements as to size:

(a) If the additional name is 1" or more in height, the species and primal cut shall be at least one-fourth the size of the additional name in height.

(b) If the additional name is less than 1" in height, the species and primal cut shall be at least one-third the size of the additional name in height.

7. Use of United States Department of Agriculture Grading Terms

United States Department of Agriculture grading terms, for example, "prime," "choice," etc., shall not be used in labeling or advertising meat unless the carcass or part thereof from which such meat is derived has been so marked by the United States Department of Agriculture.

8. Use of United States Department of Agriculture Grading Terms

United States Department of Agriculture grading terms, for example, "prime," "choice," etc., shall not be used in labeling or advertising pork.

9. Labeling or Advertising When Certain United States Department of Agriculture Grading Terms Used.

If meat is advertised, sold or offered for sale at retail and the carcass or part thereof from which such meat is derived has been marked with a United States Department of Agriculture grade other than "prime" or "choice," the trading term or recognized abbreviation thereof of such meat shall appear contiguous to the true name of such meat and be at least as equal in size to and as prominent as the true name, for example:

BEEF ROUND
U. S. COMM'L.

10. Labeling of Certain Meat Food Products.

Any meat food product in the form of chopped and shaped steaks, patties, loaves, loaf mixes, etc., which is uncooked and contains fat, extenders and/or added water, flavorings, batter, breading, etc., shall display a label clearly and conspicuously exhibiting the product name, qualifying statement.

(a) The ingredients in such meat food product shall be listed by their common usual names in the descending order of the amount of each ingredient used in formulating the product together with the percentage of each such ingredient contained therein, for example:

"BEEF PATTY, Beef fat and cereal added"

Ingredients: Beef 77%, Beef Fat added 8%,
Cereal 7%, Added water 6%, Flavoring 1%,
Monosodium Glutamate 1%, Total fat not in
excess of 30%

or

"BREADED VEAL STEAK, Beef fat added, chopped
and shaped"

Veal 61%, Breading and Batter not in excess of 30%,
(Flour, Water Salt, Nonfat Dry Milk, Baking Powder, Dry
Eggs, Monosodium Glutamate, Dextros, Flavorings), Beef
Fat added 8%, Monosodium Glutamate 1%. Total fat not
in excess of 30%.

(b) Any meat food product to which this section is applicable shall not contain more than 30 percent fat and the label for such product shall so indicate.

(c) The amount of batter and breading used as a coating for breaded

product shall not exceed 30 percent of the weight of the finished breaded product and the label for such product shall so indicate.

11. Fabricated Steak. Fabricated beef steaks, veal steaks, beef and veal steaks, or veal and beef steaks, and similar products, such as those labeled "Beef Steak, Chopped, Shaped, Frozen," "Veal Steaks, Beef Added, Chopped - - Molded - - Cubed - - Frozen, Hydrolyzed Plant Protein, and Flavoring shall be prepared by comminuting and forming the product from fresh and/or frozen meat, with or without added fat, of the species indicated on the label. Such products shall not contain more than 30 percent fat and shall not contain added water, binders or extenders.

12. Supply of Meat Advertised. No person shall advertise meat for sale at retail unless such person shall have available at all outlets listed in the advertisement a sufficient quantity of the advertised meat to meet reasonably anticipated demands, unless the advertisement clearly and adequately discloses that supply is limited and/or the product is available only at designated outlets.

13. Frozen Meat. All meat other than that which is used in hamburger, ground beef, ground pork, ground veal or ground lamb which has been frozen at any time prior to such meat being offered or exposed for sale at retail shall be clearly and conspicuously labeled or advertised as "Frozen" or "Frozen and thawed," whichever is appropriate, and such term shall be contiguous to and in the same size and style lettering and on the same background as the product name.

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

15. Meat Charts. The meat charts referred to in this rule are as follows:

Fig. 1. Beef Carcass

POSTERIOR END

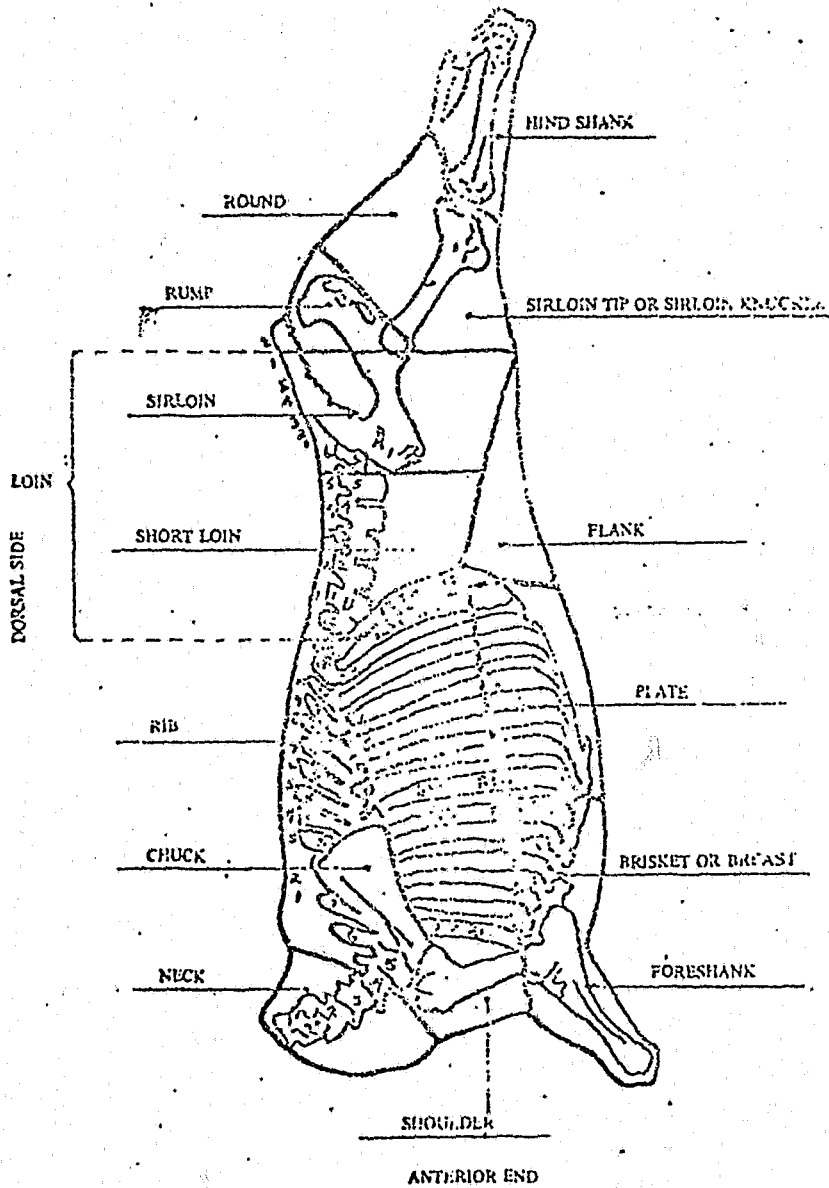
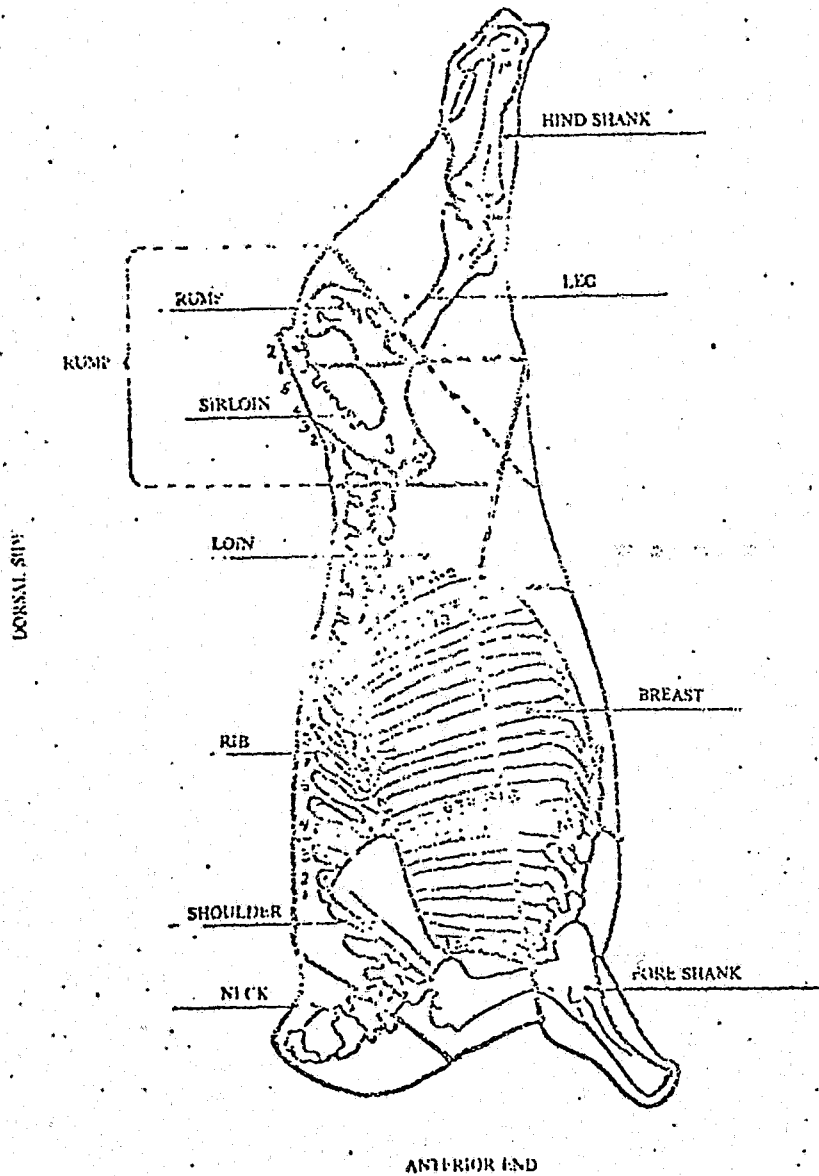


Fig. 1. Diagram of a Carcass

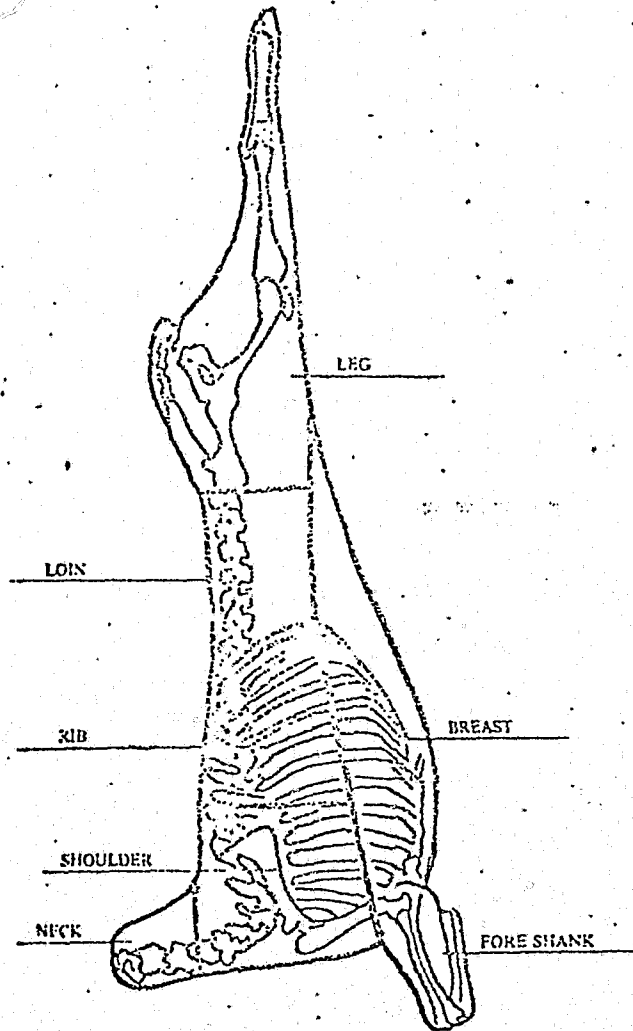
POSTERIOR END



(c) Chart 3: Lamb Carcass
POSTERIOR END

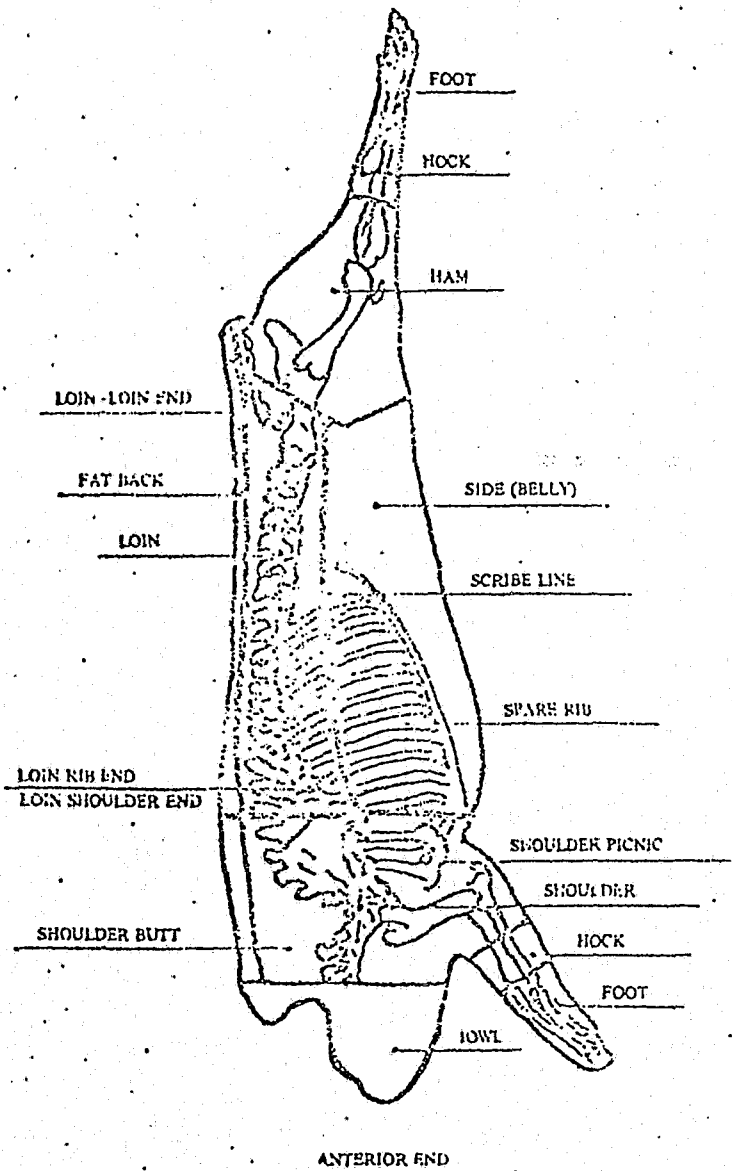
DORSAL SIDE

VENTRAL SIDE



ANTERIOR END

(J) Chart 4: Pork Carcass
POSTERIOR END



BANNED HAZARDOUS PRODUCTS
(effective Aug. 15, 1973)

13:45A-4.1 Unconscionable Commercial Practice

It shall be an unconscionable commercial practice for any person, including any business entity, to manufacture, distribute or sell any consumer product contrary to any order of the Consumer Product Safety Commission, pursuant to 15 U.S.C.:#2051 et seq.

13:45A-4.2 Consumer Product Defined

(a) For purposes of this rule, the term "consumer product" means any article, or component part thereof, produced or distributed

1. For sale to a consumer for use in or around a permanent or temporary household or residence, a school, in recreation, or otherwise, or
2. For the personal use, consumption or enjoyment of a consumer in or around a permanent or temporary household or residence, a school, in recreation, or otherwise.

13:45A-4.3 Violations

Without limiting 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 violation of the provisions of this rule shall be subject to the sanctions contained in said Consumer Fraud Act.

DELIVERY OF HOUSEHOLD FURNITURE AND FURNISHINGS
(effective Sept. 14, 1973)

13:45A-5.1 Deceptive Practices, Generally

(a) It shall be a deceptive practice in connection with the sale of household furniture, for which contracts of sale or sales orders are used for merchandise ordered for future delivery, to consumers resident in New Jersey and by persons engaged in business in New Jersey, unless, when the promised delivery date has been reached, the person (including any business entity) who is the seller either:

1. Delivers the promised merchandise; or
2. Notifies the consumer of the impossibility of meeting the promised delivery date by written notice, mailed on or prior to the delivery date, offering the consumer the option to cancel with a prompt, full refund of any payments already received; or
3. Notifies the consumer of the impossibility of meeting the promised delivery date by written notice, mailed on or prior to the delivery date, offering the consumer the option of accepting delivery at a specified later time.

(b) For purposes of this rule, "household furniture" includes but is not limited to furniture, major electrical or gas appliances, but such items as carpets and draperies.

13:45A-5.2 Contract Forms; Date of Order

(a) The contract forms or sales documents used by the seller shall show the date of the order placed by buyer and shall contain the following sentence in ten-point bold face type:

The merchandise you have ordered is promised for delivery to you on or before (insert date or length of time agreed upon).

(b) The blank delivery date shall be filled in by the seller either as a specific day of a specific month or as a length of time agreed upon by the buyer and seller (for example, "six weeks from date of order").

13:45A-5.3 Contract Form; Delayed Delivery

The contract forms or sales documents used by the seller shall conspicuously disclose the seller's obligations in the case of delayed delivery in compliance with Section 1 of this Subchapter and shall contain the following notice in ten-point bold face type:

If the merchandise ordered by you is not delivered by the promised delivery date, (insert name of seller) must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

13:45A-5.4 Violations; sanctions

Without limiting 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 violation of the provisions of this rule shall be subject to the sanctions contained in said Consumer Fraud Act.

DECEPTIVE PRACTICES CONCERNING AUTOMOTIVE REPAIRS AND ADVERTISING
(effective Nov. 17, 1976)

13:45A-7.1 Definitions

"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.

"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.

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

13:45A-7.a Deceptive Practices; Automotive Repairs

(a) Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the following acts or omissions shall be deceptive practices in the conduct of the business of an automotive repair dealer, whether such act or omission is done by the automotive repair dealer or by any mechanic, employee, partner, officer or member of the automotive repair dealer:

1. Making or authorizing in any manner or by any means whatever any statement, written or oral, which is untrue or misleading, and which is known, or by which by the exercise of reasonable care should be known, to be untrue or misleading;

2. Commencing work for compensation without specific written authorization from the customer which states the nature of the repair

requested or problem presented and the odometer reading of the vehicle, signed by the customer, if the customer physically presents his motor vehicle to the automotive repair dealer during normal working hours;

3. If the customer physically presents his motor vehicle to the automotive repair dealer during normal working hours, failure to provide the customer, before commencing work for compensation, with one of the following:

- i. a written estimated price to complete the repair, quoted in terms of a not-to-exceed figure; or
- ii. a written estimated price quoted as a detailed breakdown of parts and labor necessary to complete the repair. The dealer has the right to furnish such estimate within a reasonable period of time and to charge the customer for the cost of diagnosis, agreed to in advance by the customer, provided, however, that no cost of diagnosis which would have been incurred in accomplishing the repair shall be billed to the customer twice if he elects to have the dealer make the repair, or
- iii. a written estimated price to complete a specific repair; e.g. "valve job";
- iv. waiver of any written estimate, evidenced in writing signed by the customer.

4. Failure to provide a customer with a copy of any receipt or document signed by him, when he signs it.

5. Making false promises of a character likely to influence, persuade or induce a customer to authorize the repair, service or maintenance of a motor vehicle.

6.. Charging the customer for work done or parts supplied in excess of any estimated price given, without the oral or written consent of the customer, 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 dealer shall make a notation on the repair order and on the invoice of the date, time, name of person authorizing the additional repairs and the telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost. The dealer shall obtain the consent of any customer who has not waived his right to a written estimate, before any additional work not estimated is done or parts not estimated are supplied.

7. Failure to return replaced parts to the customer at the time of completion of the work provided that the customer, before work is commenced, requests such return, and provided that the parts by virtue

of their size, weight, or other similar factors are not impractical to return. Those parts and components that are replaced and that are sold on an exchange basis, and those parts that are required to be returned by the automotive repair dealer to the manufacturer or distributor, are exempt from the provisions of this Section.

8. Failure to record on an invoice all repair work performed by an automotive repair dealer for a customer, itemizing separately the charges for parts and labor, and clearly stating whether any new, rebuilt, reconditioned or used parts have been supplied. A legible copy shall be given to the customer.

9. The failure to deliver to the customer, with the invoice, a legible written copy of all guarantees, itemizing the parts, components and labor represented to be covered by such guarantee, or in the alternative, delivery to the customer of a guarantee covering all parts, components and labor supplied pursuant to a particular repair order. A guarantee shall be deemed false and misleading unless it conspicuously and clearly discloses in writing the following:

i. The nature and extent of the guarantee including a description of all parts, characteristics or properties covered by or excluded from the guarantee, the duration of the guarantee and what must be done by a claimant before the guarantor will fulfill his obligation (such as returning the product and paying service or labor charges).

ii. The manner in which the guarantor will perform. The guarantor shall state all conditions and limitations and exactly what the guarantor will do under the guarantee, such as repair, replacement or refund. If the guarantor or recipient has an option as to what may satisfy the guarantee, this must be clearly stated.

iii. The guarantor's identity and address shall be clearly revealed in any documents evidencing the guarantee.

10. Failure to clearly and conspicuously disclose the fact that a guarantee provides for adjustment on a prorata basis, and the basis on which the guarantee will be prorated; that is, the time or mileage the part, component or item repaired has been used and in what manner the guarantor will perform. If adjustments are based on a price other than that paid by the customer, clear disclosure must be made of the amount. However, a fictitious price must not be used even where the sum is adequately disclosed.

11. Failure to post, in a conspicuous place, a sign informing the customer that the automotive repair dealer is obliged to provide a written estimate when the customer physically presents his motor vehicle to the automotive repair dealer during normal working hours and, in any event, before work is commenced. In addition, copies of any receipt or document signed by the customer, a detailed invoice, a written copy of any guarantee and the return of any replaced parts that

have been requested must be provided. The sign is to read as follows:

"A CUSTOMER OF THIS ESTABLISHMENT IS ENTITLED TO:

1. When a motor vehicle is physically presented during normal working hours and, in any event before work begins, a written estimated price stated either

(a) PRICE NOT TO EXCEED \$_____, and given without charge;

or

(b) as an exact figure broken down as to parts and labor. This establishment has the right to charge you for this diagnostic service, although if you then have the repair done here, you will not be charged twice for any part of such charge necessary to make the repair.

(c) as an exact figure to complete a specific repair.

2. For your protection, you may waive your right to an estimate only by signing a written waiver.
3. Require that this establishment not start work on your vehicle until you sign an authorization stating the nature of the repair or problem and the odometer reading of your vehicle if you physically present the vehicle here during normal working hours.
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 guarantee."

12. Nothing in this Section shall be construed as requiring an automotive repair dealer to provide a written estimate if the dealer does not agree to perform the requested repair.

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

TIRE DISTRIBUTORS AND DEALERS
(Dec. 1, 1973)

13:45A-8.1 General Provisions

(a) For purposes of this rule, all terms that are defined in the National Traffic and Motor Vehicle Safety Act of 1966, as amended, 15 U.S.C. §1402 (1970), are used as defined therein.

(b) "Tire purchaser" means a person who buys or leases a new or newly-retreaded tire, or who buys or leases for 60 days or more a motor vehicle containing a new tire or newly-retreaded tire, for purposes other than resale.

(c) Each motor vehicle dealer who sells a used motor vehicle for purposes other than resale, or who leases a motor vehicle for more than 60 days, that is equipped with new tires or newly-retreaded tires, is considered to be a tire dealer.

(d) Each person selling a new motor vehicle to first purchasers for purposes other than resale that is equipped with tires that were not on the motor vehicle when shipped by the vehicle manufacturer is considered a tire dealer.

13:45A-8.2 Deceptive Practices

(a) It shall be a deceptive practice in connection with the sale of tires to consumers resident in New Jersey, or by tire distributors or dealers doing business in New Jersey, unless the tire distributor or dealer who makes the sale provides the retail purchaser with a true copy of the information that the seller, tire distributor or his designee forwards to the manufacturer as required by 49 C.F.R. §574.8, at the time such information is forwarded.

(b) Such information includes:

1. Name and address of the tire purchaser;
2. Tire identification number molded into or onto the sidewall of the tire sold;
3. Name and address of the tire seller.

13:45A-8.3 Violations

Without limiting 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.

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

RULE CONCERNING ADVERTISING AND
MARKETING PRACTICES
N.J.A.C. 13:45A-9.1

13:45A-9.1 The full text of the rule follows:

Without limiting the application of N.J.S.A. 56:8-1 et seq. to any other practices which may be unlawful, the following retail store advertising and marketing practices shall be a violation of 56:8-2.

13:45A-9.2 PRICE ADVERTISEMENTS

(a) The failure to maintain for the stated period or a reasonable time after publication if no period is stated, a supply of merchandise sufficient to meet reasonably anticipated consumer demand for any merchandise advertised for sale at a particular price; "provided however that it shall constitute a defense to a charge under subdivision i of this subparagraph if the retailer maintains records to show that advertised products were ordered to meet reasonably anticipated demands."

(i) This provision shall not apply to any advertisement in which there is clearly set forth language indicating a limitation in the availability of the advertised merchandise, such as a stated number of the items advertised;

(ii) General disclaimers in advertising relating to product availability at some

stores will not be considered to be in compliance with the disclosure provisions of this regulation. Only specific, clear and conspicuous statements of limited availability will be considered to be in compliance with the disclosure provisions of this regulation;

(iii) The practice of distributing rain checks shall not by itself constitute compliance with the provisions of this regulation.

(b) The failure to post notice of the advertised prices in the store, conspicuously and in proximity to the advertised items, or conspicuously at all entrances to the store.

(c) The failure to issue rain checks when demand for advertised merchandise does not exceed that which could have been reasonably anticipated within the stated period or a reasonable period after publication of the advertisement.

(d) The issuance of a raincheck to any consumer who attempts to purchase within the stated period or a reasonable period after publication of the advertisement, if no period is stated, any merchandise advertised for sale at a cost of \$10.00 or more unless such rain check includes the date of availability of the merchandise or unless the consumer is notified by mail or telephone the date the merchandise is or will be available for purchase at the advertised price and is being held for the consumer for a reasonable period of time.

(e) The failure in any price advertisement to disclose the year, make and model, style, brand and the series if any such designation is commonly used to describe the merchandise.

13:45A-9.3 PRICE REDUCTION ADVERTISEMENTS

(a) The advertising of any merchandise for sale where it is stated or implied that the sale price is a reduced price when in fact it is no less than the price at which the merchandise was offered for sale by the advertiser for a reasonable period of time, at least 30 days prior to the advertisement.

(b) The use of the terms sale, discounts, savings, price cut, clearance, reduced, regularly, usually, save, originally, half price or any percentage reduction, now, buy one get one free or at any reduced price, two or more at a certain price or any substantially similar terms will be construed as indications of a reduced price.

13:45A-9.4 GUARANTEED SATISFACTION, DISCOUNT AND QUALITY CLAIMS

(a) The failure to make prompt refund of the full purchase price, upon presentation of proof of purchase, whenever the term satisfaction guaranteed or your money back, free trial period or any other similar term is used in connection with the advertisement or sale of any item unless the advertiser has clearly and conspicuously stated any conditions or limitations of such offer and the purchaser has failed to comply with such conditions or limitations.

(b) The use of any guarantee, warranty or any other representation regarding the quality of merchandise or part thereof which misrepresents the quality, durability, maintenance needs or any other material fact concerning any merchandise or part thereof.

13:45A-9.5 GENERAL

(a) The use of difference in type, size, location, lighting or color as to obscure or make misleading any material fact in any advertisement.

(b) These rules shall apply to any advertisement uttered, issued, printed, disseminated, or distributed to any substantial extent within this state regardless of the location or the place of business from which the goods or services are sold or offered for sale, and to any advertisement uttered, issued, printed, disseminated, or distributed without this state concerning goods and services sold or offered for sale within this state, regardless of the domicile, residence, place of business or location of the principal office of the advertiser.

13:45A-9.6 SUBSTANTIATION OF ADVERTISING CLAIMS

The failure to provide, upon request, within a reasonable period of time, documentation supporting claims regarding safety, performance, efficiency, quality or comparative price of any merchandise currently being advertised.

13:45A-9.7 EXCEPTION

The provisions of this rule shall not apply to any advertising or marketing practices which are subject to the provisions of N.J.A.C. 13:45A-2.1 and 2.2 (Rules concerning motor vehicle advertising practices).

13:45A-9.8 PENALTIES

Violators of any of the provisions of this regulation shall be subject to the penalties set forth in N.J.S.A. 56:8-1 et seq.



SERVICING AND REPAIRING OF HOME APPLIANCES
(effective March 1, 1974)

13:45A-10.1 Definitions

For purposes of this rule, "home appliance" means any electrical, mechanical or thermal article produced or distributed for sale to a consumer for use in or around a permanent or temporary household or residence. Home appliances shall include but not be limited to washers, dryers, dishwashers, televisions, refrigerators, ranges, fans, air conditioners and radios.

"Seller" means any person who in the ordinary course of business is engaged in the sale or lease of home appliances.

13:45A-10.2 Required Information

(a) Whenever a consumer purchases a home appliance, the seller must supply the consumer with a written copy of any information concerning:

- (1) Manufacturer's warranties, if any are still applicable;
- (2) Dealer's warranties, if any;
- (3) Dealer's service contract, if such is agreed upon, which must include a clear statement of any
 - i. basic "diagnostic" charges or any other set fee; and
 - ii. the methods used to determine any additional charge for labor and parts.

(b) Whenever a consumer requests service on a home appliance from someone other than the one from whom the appliance was purchased, or the dealer from whom the appliance was purchased if there was no service contract agreed upon at the time of purchase, the prospective supplier of services must disclose before the consumer becomes committed to any expense.

- (1) any diagnostic charges or other set fees, and
- (2) the methods used to determine the total charge including the charges for labor and parts.

13:45A-10.3 Deceptive Practices

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., the following acts or omissions shall be deceptive practices in the

conduct of the business of repairing and servicing home appliances:

(a) Commencing work other than diagnostic work or work included in a diagnostic fee without having obtained the consumer's signature or the signature of the consumer's agent on a written itemized estimate of the labor and parts necessary, including specific notation of exchange price on parts where applicable. If such written consent cannot be obtained, repair work may be commenced only if the consumer has been advised of the estimate and has consented thereto and the person advising the consumer has noted the conversation on the estimate as well as the date, time and phone number at which he reached the consumer.

(b) 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.

(c) Making false or unrealistic promises, groundless estimates, etc., of a character likely to influence, persuade or induce a consumer to authorize the repair or service of a home appliance.

(d) 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.

(e) 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.

13:45A-10.4 Exceptions

The provisions of section 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:

- (a) gas or oil consuming appliances;
- (b) central heating and cooling systems;
- (c) heat pumps;
- (d) 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, H.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.

SALE OF DOGS AND CATS
N.J.S.A. 56:8-4 (13:45A-12.1 - 12.10) (effec.3/21/77)

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

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

"Pet dealer" shall mean any person engaging in the ordinary course of business in the sale of animals for profit to the public.

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

2. It shall be an unlawful consumer practice for any pet dealer to sell a dog or cat within the State of New Jersey without providing the consumer with a Pet Dealer's Animal History Certificate at the time the consumer takes possession of the dog or cat. The Pet Dealer's Animal History Certificate shall be signed by the pet dealer, his agent or employee, and shall contain the following information:

- a. The animal's breed, sex, age, color and birth date;
- b. The name and address of the person from whom the pet dealer purchased the animal;
- c. The breeder's name and address and the litter number of the animal;
- d. The name and registration number of the animal's sire and dam;
- e. The date the pet dealer took possession of the animal;
- f. The date the animal was shipped to the pet dealer where such date is known by the dealer;
- g. The date on which the animal has been examined by a licensed veterinarian, the name and address of such veterinarian, and a brief statement of any findings made.
- h. A statement of all vaccinations administered to the animal including the identity and quantity of the vaccine, the name and address of the person or licensed veterinarian administering the vaccinations.

In addition to the above information, the following shall be inserted in the certificate in 10 point bold fact type:

WARNING

The animal which you have purchased () has () has not been previously vaccinated. Vaccination alone 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.

A copy of the Pet Dealer's Animal History Certificate signed by the consumer shall be maintained by the pet dealer for a period of one year following the date of sale.

3. It shall be deemed an unlawful practice within the meaning of this regulation for a pet dealer to include in the Pet Dealer's Animal History Certificate any false or misleading statement regarding the information to be contained therein.

4. If at any time within 14 business days following receipt of an animal subject to this regulation, a licensed veterinarian certifies such animal to be unfit for purchase due to illness, a congenital defect, the presence of symptoms of a contagious disease, defect, or any other veterinary problem, the pet dealer shall afford the consumer the right to choose one of the following options:

- a. The right to return the animal and receive a refund of the purchase price including sales tax plus reimbursement of the veterinary examination and diagnostic fees incurred.
- b. The right to retain the animal and to receive reimbursement for veterinary examination and diagnostic fees incurred plus the future cost of veterinary fees to be incurred in curing or attempting to cure the animal. The pet dealer's liability under this option shall not exceed a dollar amount equal to the purchase price including sales tax of the animal.
- c. The right to return the animal and to receive an exchange animal of the consumer's choice of equivalent value plus reimbursement of veterinary examination and diagnostic fees incurred.

The refund or reimbursement required by this section shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as hereinafter provided.

5. The veterinary certification and statement required herein shall be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer and shall contain the following information:

- a. The name of the owner.
- b. The date or dates of the examination.
- c. The breed, color, sex, and age of the animal.
- d. A description of the veterinarian's findings.
- e. A statement that the veterinarian certifies the animal to be "unfit for purchase."
- f. An itemized statement of veterinary fees incurred to date.
- g. Where the animal is curable, the estimated fee to cure the animal.
- h. The name and address of the certifying veterinarian and the date of the certification.

A veterinary finding of intestinal parasites shall not be grounds for declaring the animal unfit for purchase unless the animal is clinically ill due to such condition. An animal may not be found unfit for purchase on account of an injury sustained subsequent to the consumer taking possession thereof.

In the event that a pet dealer wishes to contest a demand for refund or reimbursement made by a consumer pursuant to this section, he shall notify the consumer and the Director of the Division of Consumer Affairs thereof in writing within five (5) business days following the receipt of the veterinarian's certification. Where a pet dealer elects to contest a demand as provided herein, such dealer may require the consumer to produce the animal for examination by a veterinarian of the dealer's choice. The Director shall, upon receipt of such notice, provide a hearing consistent with the Division's regulations governing administrative hearings to determine why the option elected by the consumer should not be allowed.

6. A pet dealer shall give the notice hereinafter set forth in writing to a consumer prior to the delivery of the animal. Such notice shall be embodied in either a written contract, the Pet Dealer's Animal History Certificate or a separate document and shall state in 10 point bold face type the following:

NOTICE

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 fourteen (14) days following receipt of your animal you may choose: to return your animal and receive a refund of the purchase price; to keep the animal and attempt to cure it, or to return the animal and receive an exchange animal of your choice of equivalent value. Reasonable veterinary fees will be paid by the pet dealer where the animal is certified as unfit.

In order to exercise these rights you must present a written veterinary certification that the animal is unfit and itemized bill to the pet dealer within three (3) business days after you receive the same. 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 has promised to register your animal or to provide the papers necessary therefor and fails to do so within ninety (90) days following the date of the contract, you are entitled to return the animal and receive a full refund or to keep the animal and receive a refund of 75% of the purchase price.

7. It shall be an unlawful consumer practice for a pet dealer to state, promise or represent that an animal is registered or capable of being registered with any animal pedigree registry organization followed by a failure to either effect such registration or provide the consumer with the documents necessary therefor within ninety (90) days following the date of sale of such animal. In the event that a pet dealer fails to effect registration or to provide the necessary documents therefor within ninety (90) days following the date of sale, the consumer shall be entitled to choose one of the following options:

- a. To return the animal and to receive a refund of the purchase price plus sales tax;
- b. To retain the animal and to receive a partial refund of the purchase price plus sales tax in the amount of 75% thereof.

8. A pet dealer subject to this regulation shall conspicuously display on his business premises a sign not smaller than 22 inches by 18 inches which clearly states to the public in letters not less than one inch high the following:

THE SALE OF DOGS AND CATS IS SUBJECT TO
A REGULATION OF THE NEW JERSEY DIVISION
OF CONSUMER AFFAIRS. READ YOUR PET DEAL-
ER'S ANIMAL HISTORY CERTIFICATE AND YOUR
CONTRACT. IN THE EVENT OF A COMPLAINT YOU
MAY CONTACT: DIVISION OF CONSUMER AFFAIRS,
1100 RAYMOND BOULEVARD, NEWARK (201)648-3537.

9. It shall be deemed to be an unlawful practice within the meaning of this regulation for a pet dealer to fail to comply with the requirements contained herein or to attempt to secure a waiver of any of the within provisions.

10. The within regulation shall take effect immediately.

RECORD KEEPING AND ITEMIZATION OF FUNERAL EXPENSES
(effective May 1, 1973)

13:36-1.8 Record Keeping by Practitioners of Mortuary Science

(a) All persons engaging in the practice of Mortuary Science shall be required to maintain full, accurate and current records of all funerals which they conduct or in which they participate in any manner.

(b) Such records are to be kept on a yearly basis and each funeral will be designated by a number assigned consecutively at the time funeral arrangements are made immediately preceeding the conduct of funeral services.

(c) Such records are to include, but are not limited to, the following:

1. Name and last address of deceased;
2. Date and place of death;
3. Name and address of person making funeral arrangements;
4. Dates of viewing and date of burial;
5. Itemization of all goods and services provided as required by the rule entitled "Itemization of Funeral Expenses" promulgated in conjunction herewith but including in addition thereto the wholesale price of any merchandise provided in conjunction with the funeral service and the name and address of the person or company from which such merchandise was purchased. Merchandise provided in conjunction with funeral services is defined to include, but not be limited to, casket, vault or other outer enclosure, clothing, flowers, prayer cards, registration book, religious artifacts and any other item purchased by the practitioner for resale without substantial alteration.
6. Cemetery in which burial was made or name of crematorium where appropriate, and the charges made by the cemetery or crematorium;
7. The name and address of any church or temple and/or clergyman, minister or rabbi who participated in the funeral service in any manner and who received any payment or gratuity, and the amount thereof;
8. A specific enumeration of all services provided in conjunction with the rendering of funeral services.

13:36-1.9 Itemization of Funeral Expenses

(a) Any person engaged in the practice of Mortuary Science shall, at the time funeral arrangements are made, compile a specific itemization of the charges which will be made for such arrangements.

(b) Such itemization is to include the full name, last address and date of death of the deceased and five general categories as listed below.

(c) Each category must be further itemized at least to the extent indicated. If any category is not applicable, that item should be so marked.

1. Professional Services:

- i. Preparation of deceased including embalming;
- ii. Arrangements, supervision and conduct of funeral;
- iii. Non-salaried assistant.

2. Use of facilities, specify charge per day and total;

3. Transportation;

- i. Removal of remains to funeral home;
- ii. Rental of hearse;
- iii. Rental of limousine;
- iv. Rental of flower car;
- v. Other (specify).

4. Merchandise:

- i. Casket;
- ii. Vault or other outer enclosure (specify);
- iii. Clothing;
- iv. Other (specify).

5. Cash disbursements:

- i. Cemetery or crematory;
- ii. Gratuities;
- iii. Newspaper notices;
- iv. Death certificates and burial permit;
- v. Pallbearers;
- vi. Clergymen, rabbi or other;
- vii. Other (specify).

(d) A copy of the "Itemization of Funeral Expenses" in writing shall be provided for the person making funeral arrangements immediately upon the conclusion of making the arrangements, and a copy shall be retained by the funeral director making such arrangements for at least five years thereafter.

(e) Each itemization shall bear a number corresponding to the funeral record number required by the Funeral Record-keeping Rule promulgated herewith.

R. 1976 d. 235

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-F. J. [illegible]

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DIVISION OF ADMINISTRATIVE
PROCEDURE

SUBCHAPTER 14. UNIT PRICING OF CONSUMER COMMODITIES IN
RETAIL ESTABLISHMENTS

13:45A-I4.1 - General provisions:

These regulations implement the Unit Price Disclosure Act, P.L. 1975, c.242 (N.J.S.A. 56:8-21 to 56:8-25) and provide for the disclosure of information necessary to enable consumers to compare easily and effectively the retail prices of certain consumer commodities regardless of package size or quantity.

13:45A-I4.2 - Definitions:

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

"Person" means any natural person, partnership, corporation or other organization engaged in the sale, display or offering for sale of consumer commodities at retail from one or more retail establishments whose combined total floor area dedicated to the sale of consumer commodities exceeds 4,000 square feet or whose combined annual gross receipts from the sale of consumer commodities in the preceding year exceeded \$2 million, regardless of the square footage involved.

"Consumer commodity" means any merchandise, wares, article, product, comestible or commodity of any kind or class produced, distributed or offered for retail sale for consumption by individuals other than at the retail establishment, or for use by individuals for purposes of personal care or in the performance of services rendered within the household, and which is consumed or expended in the course of such use.

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

"Retail price" means the total retail price of a consumer commodity, excluding sales tax.

"Regulated consumer commodity" means those consumer commodities listed in Section 4 of this Subchapter.

"Approved unit of measure" means the unit of weight, standard of measure or standard of count designated for each regulated consumer commodity in Section 4 of this Subchapter.

"Unit price" means the retail sales price of a consumer commodity expressed in terms of the approved unit of measure.

"Retail establishment" means any place of business where consumer commodities are exposed or offered for sale at retail.

13:45A-14.3 - Persons exempted from complying with Unit Price Disclosure Act:

(a) The following persons or entities shall be exempt from complying with these regulations and the terms of the Unit Price Disclosure Act:

1. Any person owning and operating a single retail establishment with annual gross receipts from the sale of consumer commodities in the preceding year of not more than \$2 million.

2. Any person owning and operating a single retail establishment or a series of retail establishments, each having a total floor space of 4,000 square feet or less regardless of the annual gross receipts from the sale of consumer commodities.

3. Any person owning and operating a retail establishment or series of retail establishments, wherein the combined annual gross receipts from the sale of food products, nonprescription drugs, personal care products and household service products is less than 30 per cent of the total annual gross receipts of such retail establishment when calculated on an individual store basis or an aggregate basis combining all retail establishments.

3:45A-14.4 - Regulated consumer commodities and their approved units of measure:

The following consumer commodities shall be considered regulated consumer commodities. Whenever such commodities are exposed or offered for sale at retail, the unit price information required to be displayed shall be calculated on the basis of the unit measure listed adjacent to the regulated consumer commodity as hereinafter set forth. Dry units of measure shall be used for commodities sold according to net weight. Liquid units of measure shall be used for commodities sold according to net contents or fluid ounces. The same unit of measure shall be used for all sizes of the same commodity or all similar commodities.

<u>COMMODITY</u>	<u>APPROVED UNIT OF MEASURE</u>
air fresheners, air deodorizers:	pint, pound, quart
aluminum foils and plastic wraps:	square feet
aspirin	100 Count
baby Food	pint, quart, pound, gallon
baking mixes and supplies; pancake mixes:	pound
bread and pastry products:	pound
bottled beverages, carbonated and non-carbonated:	quart, gallon
canned beverages, carbonated:	quart, gallon
butter and oleomargarine:	pound
candy (excluding five ounces or less):	pound
canned poultry, fish and meat products:	pound
cocoa:	pound
coffee (instant and ground):	pound
cereals:	pound
cold cuts:	pound
cookies and crackers:	pound
deodorants, dry and spray:	pound, pint, quart, ounce
detergents and soap; dry bulk; liquid:	pint, quart, pound, gallon
flour:	pound
fruits and vegetables -- frozen, jars, cans, boxes; (not fresh produce):	pound
frozen foods (not otherwise listed):	pound

NOTE: Amendments to the Regulation are under consideration and, in the meantime, the Unit Pricing requirement for frozen food is not being enforced.

COMMODITYAPPROVED UNIT
OF MEASURE

22. Grains and beans:	pound
23. Instant breakfast foods:	pound
24. Jellies, jams, preserves:	pound
25. Hair conditioners, creme rinses, shampoos (not dyes):	pint, quart, gallon, pound
26. Household cleaners, waxes, deodorizers, starches, bleaches:	pound, gallon, pint, quart
27. Juices, fresh or frozen, or juice drinks:	quart, pound, pint, gallon
28. Ketchups, mustards, sauces and condiments (including pickles, relishes, olives and so forth):	pint, quart, pound
29. Mayonnaise:	quart, pint
30. Milk (evaporated):	gallon, pint, quart
31. Molasses:	quart, pound, pint
32. Mouthwash:	quart, pint
33. Non-alcoholic drink mixes:	pound, ounce
34. Oil (cooking):	pint, quart, gallon
35. Peanut butter:	pound
36. Pet food (canned, dried, kitty litter; dog and cat food):	pound
37. Plastic bags:	100 count
38. Salad dressings:	pint, pound, quart
39. Salt:	pound
40. Sanitary paper products, including but not limited to napkins, paper towels and tissues:	100 count
41. Seasonings and spices, flavor extracts, imitation flavorings over 5 oz.:	pound, pint, quart
42. Snack foods:	pound
43. Soups:	pound, pint, quart, gallon, fluid ounces
44. Spaghetti, macaroni, noodles and pasta:	pound
45. Sauces (A-1 and so forth):	pint, gallon, quart
46. Tomato, spaghetti or meat sauce:	pint, pound, quart
47. Solid shortenings:	pound, quart
48. Shaving cream:	pound
49. Sugar:	pound
50. Syrups:	pound, pint, quart
51. Tea; bags, bulk, instant:	100 count, pound
52. Toothpaste:	pound

13:45A-14.5 - Exempt consumer commodities:

(a) The following consumer commodities shall be deemed exempt consumer commodities and may be exposed or offered for sale at retail without complying with the provisions of this regulation:

1. Medicines sold by prescription only;
2. Vitamins;
3. Beverages subject to or complying with packaging or labeling requirements imposed under the Federal Alcoholic Administration;
4. Consumer commodities required to be marked individually with the cost per unit of weight pursuant to N.J.A.C. 13:47D-4.1 et seq.;
5. Any consumer commodity offered for sale at a net quantity equal to the approved unit of measure for such commodity provided that the retail price of the commodity is plainly marked on the commodity;
6. Any consumer commodity co-mingled with other consumer commodities for purposes of a one-price sale.
7. Snack foods such as cakes, candy, nuts, gum, chips and pretzels sold in packages weighing five ounces or less;
8. Spices, flavor extracts, imitation flavorings and bouillon cubes sold in packages of five ounces or less in weight or fluid ounces.

(b) Any and all consumer commodities not specifically included in those regulated consumer commodities set forth in Section 4 of this sub-chapter shall be deemed to be exempt from the provisions of L. 1975, c. 242, section 3 as though specifically listed as an exempt consumer commodity under this section.

13:45A-14.6 - Calculation of the numerical unit price of a regulated consumer commodity:

(a) The unit price shall be calculated to the nearest cent for all regulated consumer commodities when the retail price per approved unit of measure is \$1.00. or more.

(b) The unit price shall be calculated to the nearest one-tenth of one cent for all regulated consumer commodities when the retail price per approved unit of measure is less than \$1.00.

(c) For the purpose of determining the nearest cent or one-tenth of one cent, any calculation of the price per unit resulting in .05 cents or .005 cents per unit shall be rounded up to the next higher cent or one-tenth of one cent. Any such calculation resulting in less than .05 cents or .005 cents per unit shall be rounded down to the next lower cent or one-tenth cent. For example:

1. \$1.005 per unit shall be marked \$1.01. per unit.
2. \$1.004 per unit shall be marked \$1.00. per unit.
3. 50.05c per unit shall be marked 50.1c per unit.
4. 50.04c per unit shall be marked 50.0c per unit.

(d) If the numerical unit price is \$1.00. or more, the unit price shall appear on the unit price label, sign, list or tag, expressed as dollars per unit. If the numerical unit price is less than \$1.00., the numerical unit price shall be expressed as cents per unit.

13:45A-14.7 - Unit price labels approved for display:

(a) Whenever these regulations require that a unit price label be displayed in conjunction with the ex-

posing or offering for sale at retail of a regulated consumer commodity, a sample format of the label shall be submitted to the Director for approval prior to the display of the label.

(b) In determining whether to approve the label, the Director shall be guided by the following standards:

1. The label shall be divided so as to create a left and right side.
2. The left side shall be known as the unit price side and shall contain the following information:
 - i. The term "Unit Price";
 - ii. The numerical unit price in bold figures;
 - iii. The approved unit of measure, including, if appropriate, the "ply" count or thickness of the regulated commodity.
3. The right side shall be known as the retail price side and shall contain the following information:
 - i. The term "Retail Price", "You Pay" or some similar term;
 - ii. The numerical retail price;
 - iii. The quantity or size of the commodity expressed in terms of the approved unit of measure.
4. A description of the commodity being sold shall appear on the unit price label.
5. Additional stock or code information may appear on the unit price label.
6. All letters or numbers shall be in conspicuous figures and shall be clear and legible.
7. The overall design of the label shall convey all the information in a clear, readable, conspicuous fashion. Any stock or code information shall not obscure or deemphasize the consumer information appearing on the unit price label.

13:45A-14.8 - Unit price signs and unit price lists:

(a) Whenever these regulations permit a person to display a sign or list in conjunction with the exposing or offering for sale at retail of a regulated consumer commodity, a sample format of the sign or list shall be submitted to the Director for approval prior to the display of the sign or list.

(b) In determining whether to approve the sign or list, the Director shall be guided by the following standards:

1. The sign or list shall be divided so as to create a left and right side.
2. The left side of a sign or list shall be known as the unit price side and shall contain the following information:
 - i. The term "Unit Price";
 - ii. The numerical unit price;
 - iii. The approved unit of measure, including, if appropriate, the "ply" count or thickness of the consumer commodity.
3. The right side shall be known as the retail price side and shall contain the following information:
 - i. The term "Retail Price" or "You Pay" or similar term;
 - ii. The numerical retail price;
 - iii. The quantity or size of the consumer commodity expressed in terms of the approved unit of measure.
4. A description of the commodity to be sold shall appear on the sign or list.
5. Additional stock or code information may appear on the unit price sign or list.
6. All letters or numbers shall be in conspicuous figures and shall be clear and legible.

7. The overall design of the sign or label shall convey the consumer information in a clear, readable and conspicuous fashion. Any stock or code information shall not obscure or de-emphasize the consumer information.

13:45A-14.9 - Unit price tags:

Whenever these regulations require a unit price tag to be attached directly to the consumer commodity, a sample format of the tag shall be submitted to the Director for approval prior to the display of the tag. In reviewing submitted price tags, the Director shall apply those standards set forth in Section 6 of this Sub-chapter governing the format for unit price labels.

13.45A-14.10 - Means of disclosing unit price information:

(a) Whenever a regulated consumer commodity is exposed or offered for sale at retail, the unit price and retail price shall be disclosed in the following manner:

1. If the commodity is displayed upon a shelf, the unit price label shall appear directly below the commodity, or, alternatively, a unit price tag shall be attached to the commodity. If the use of a unit price label or unit price tag is impossible or impractical, a unit price sign or list may be used provided such sign or list is conspicuously located at or near the commodity.
2. If the commodity is displayed in a special fashion such as in an end display, portable rack or large bin, the unit price tag shall be attached to the commodity, or, alternatively, a unit price sign or list shall be conspicuously placed at or near the point where the commodity is displayed. Nothing in this section should be construed to prohibit the use of hand-letter unit price signs on special displays so long as such signs contain the disclosures required in Section 1.

3. If a commodity is refrigerated and not displayed on a shelf, the unit price label shall be affixed to the case or a unit price tag shall be attached to the commodity. In the event such attachments are not possible, then a unit price sign or list may be used if the sign or list is displayed in proximity to the articles for sale. Where such proximate display is impossible, a unit price list for such articles must be kept available and a sign posted at the site of the articles for sale as to such availability.

13:45A-14.11 - Placement of unit price information on consumer commodities by non-retailers:

Nothing in these rules shall prohibit a manufacturer, supplier or wholesaler from affixing to a consumer commodity the unit price information required by these regulations.

13:45A-14.12 - Extension of time to comply with these regulations:

On timely written application made within 90 days after final adoption of these regulations, the Director may grant additional time in which to comply with the regulations, providing good cause is shown for such an extension. In no event, however, shall such an extension exceed 60 days.

13:45A-14.13 - Non-intentional technical errors:

For the purpose of the enforcement of these regulations, "non-intentional technical errors" shall mean inaccuracies in the unit pricing information reflected upon a stamp, tag, label, sign or list where such defects have resulted from a malfunction of a printing press, electronic data processing equipment or other mechanical equipment used to produce such stamps, tags, labels, signs or lists, or from the mistake of a computer programmer or machine operator, where such malfunction or mistake was not within the knowledge or control of the owner or operator or management personnel of the store and where such owner or operator or management personnel could not with reasonable diligence have detected and corrected such errors.

13:45A-14.14 - Penalties:

Any violation of these regulations shall be deemed a violation of the Consumer Fraud Act; N.Y.S.A. 56:8-2, subjecting a violator to those sanctions established pursuant to said Act.

13:45A-14.15 - Effective date:

These regulations shall be effective immediately upon filing with the Division of Administrative Procedure.

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