

APPLIANCE, OR OTHER SIMILAR COMMODITY; AND

(4) REPAIR, INSTALLATION, OR OTHER SERVICING OF ANY PLUMBING, HEATING, ELECTRICAL, OR MECHANICAL DEVICE.

REVISOR'S NOTE: This subsection presently appears as Art. 83, §20(c).

In item (3) of this subsection, the term "home appliance" is substituted for "television sets" to conform with the breadth implicit by the present, general reference to any "similar commodities."

The only other changes are in style.

14-1102. ASSIGNEE OF CONTRACT OR PROMISSORY NOTE SUBJECT TO CERTAIN DEFENSES OF BUYER.

(A) DEFINITION.

IN THIS SECTION "SALES CONTRACT" MEANS A CONTRACT FOR THE SALE IN THE STATE OF MERCHANDISE OR SERVICES TO AN INDIVIDUAL PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, INCLUDING A SALE WHERE THE SELLER TAKES A SECURITY INTEREST IN THE GOODS.

(B) ASSIGNEE SUBJECT TO DEFENSES.

ANY GOOD FAITH ASSIGNEE FOR VALUE OF A SALES CONTRACT OR OF A PROMISSORY NOTE MADE IN CONNECTION WITH A SALES CONTRACT IS SUBJECT TO ALL DEFENSES ARISING OUT OF THE SALE WHICH THE BUYER HAS AGAINST THE SELLER, IF THE DEFENSES ARE ASSERTED BY THE BUYER IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

(C) EXCEPTION.

A DEFENSE WHICH A BUYER HAS AGAINST A SELLER IS NOT VALID AGAINST THE ASSIGNEE UNLESS:

(1) THE ASSIGNEE KNEW OF THE DEFENSE AT THE TIME OF THE ASSIGNMENT; OR

(2) THE BUYER NOTIFIES THE ASSIGNEE OF THE DEFENSE NO LATER THAN 90 DAYS AFTER A NOTICE OF ASSIGNMENT IS MAILED TO HIM.

(D) NOTICE OF ASSIGNMENT.

FOR PURPOSES OF SUBSECTION (C) (2) OF THIS SECTION, THE NOTICE OF ASSIGNMENT SHALL: