

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 59.1-200, as it is currently effective and as it shall become effective, of the*
 3 *Code of Virginia, relating to Virginia Consumer Protection Act; food labeling.*

4 [S 1376]

5 Approved

6 **Be it enacted by the General Assembly of Virginia:**7 **1. That § 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia is**
 8 **amended and reenacted as follows:**9 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**10 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer
 11 transaction are hereby declared unlawful:

- 12 1. Misrepresenting goods or services as those of another;
- 13 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 14 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,
 15 with another;
- 16 4. Misrepresenting geographic origin in connection with goods or services;
- 17 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
 18 benefits;
- 19 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
- 20 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 21 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 22 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 23 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 24 "not first class";

25 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the
 26 price or upon the terms advertised.27 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant
 28 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or
 29 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when
 30 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are
 31 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or
 32 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or
 33 reasonably expected to have at least such quantity or amount for sale;34 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of
 35 price reductions;36 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts
 37 installed;38 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill
 39 for merchandise or services previously ordered;40 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"
 41 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's
 42 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the
 43 goods or services advertised or offered for sale;44 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or
 45 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that
 46 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal
 47 statutes or regulations;48 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 49 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 50 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 51 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 52 consumer transaction;53 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection
 54 with a consumer transaction;55 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,
 56 or 3.2-6519 is a violation of this chapter;

ENROLLED

SB1376ER

- 57 16. Failing to disclose all conditions, charges, or fees relating to:
- 58 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
- 59 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
- 60 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
- 61 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
- 62 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
- 63 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
- 64 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
- 65 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
- 66 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
- 67 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
- 68 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
- 69 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
- 70 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
- 71 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;
- 72 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
- 73 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
- 74 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
- 75 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;
- 76 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
- 77 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
- 78 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
- 79 overpayments. If the credit balance information is incorporated into statements of account furnished
- 80 consumers by suppliers within such 60-day period, no separate or additional notice is required;
- 81 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
- 82 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 83 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 84 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 85 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 86 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 87 et seq.);
- 88 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 89 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 90 seq.);
- 91 24. Violating any provision of § 54.1-1505;
- 92 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 93 (§ 59.1-207.34 et seq.);
- 94 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 95 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 96 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 97 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 98 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 99 seq.);
- 100 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 101 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 102 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 103 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 104 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 105 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 106 consumer's social security number;
- 107 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 108 37. Violating any provision of § 8.01-40.2;
- 109 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 110 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 111 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 112 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 113 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 114 59.1-526;
- 115 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 116 43. Violating any provision of § 59.1-443.2;
- 117 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 118 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

- 119 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 120 47. Violating any provision of § 18.2-239;
- 121 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 122 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 123 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 124 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 125 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 126 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 127 products that are used, secondhand or "seconds";
- 128 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 129 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 130 52. Violating any provision of § 8.2-317.1;
- 131 53. Violating subsection A of § 9.1-149.1;
- 132 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 133 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 134 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 135 drywall has been permanently installed or affixed;
- 136 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 137 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 138 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 139 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 140 seq.) of Title 54.1;
- 141 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 142 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 143 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 144 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 145 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 146 59. Violating any provision of subsection E of § 32.1-126;
- 147 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 148 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 149 61. Violating any provision of § 2.2-2001.5;
- 150 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 151 63. Violating any provision of § 6.2-312;
- 152 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 153 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 154 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 155 67. Knowingly violating any provision of § 8.01-27.5;
- 156 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 157 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 158 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 159 obligation to pay for the goods or services;
- 160 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 161 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 162 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 163 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 164 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 165 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 166 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 167 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 168 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 169 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 170 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 171 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 172 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 173 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 174 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
- 175 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 176 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 177 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 178 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 179 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 180 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting

181 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
 182 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
 183 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 184 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
 185 16 (§ 4.1-1600 et seq.) of Title 4.1;

186 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
 187 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
 188 depicts or is in the shape of a human, animal, vehicle, or fruit;

189 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 190 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
 191 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
 192 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
 193 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
 194 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

195 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
 196 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
 197 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 198 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
 199 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
 200 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

201 75. Violating any provision of § 59.1-466.8;

202 76. Violating subsection F of § 36-96.3:1;

203 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
 204 kratom product that does not include a label listing all ingredients and with the following guidance: "This
 205 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
 206 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
 207 plant *Mitragyna speciosa* or any extract thereof;

208 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
 209 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
 210 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
 211 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
 212 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the
 213 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning
 214 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not
 215 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the
 216 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved
 217 location;

218 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a
 219 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any
 220 such good or provision of any such continuous service;

221 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

222 81. Selling or offering for sale services as a professional mold remediator to be performed upon any
 223 residential dwelling without holding a mold remediation certification from the Institute of Inspection,
 224 Cleaning and Restoration Certification (IICRC); ~~and~~

225 82. Willfully violating any provision of § 59.1-444.4; *and*

226 83. *Selling any food that is required by the FDA to have a nutrition label that does not meet the*
 227 *requirements of 21 C.F.R. Part 101.*

228 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
 229 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
 230 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
 231 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

232 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

233 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer
 234 transaction are hereby declared unlawful:

235 1. Misrepresenting goods or services as those of another;

236 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

237 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,
 238 with another;

239 4. Misrepresenting geographic origin in connection with goods or services;

240 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
 241 benefits;

242 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

243 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 244 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 245 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 246 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 247 "not first class";

248 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the
 249 price or upon the terms advertised.

250 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant
 251 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or
 252 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when
 253 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are
 254 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or
 255 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or
 256 reasonably expected to have at least such quantity or amount for sale;

257 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of
 258 price reductions;

259 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts
 260 installed;

261 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill
 262 for merchandise or services previously ordered;

263 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"
 264 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's
 265 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the
 266 goods or services advertised or offered for sale;

267 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or
 268 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that
 269 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal
 270 statutes or regulations;

271 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 272 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 273 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 274 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 275 consumer transaction;

276 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection
 277 with a consumer transaction;

278 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,
 279 or 3.2-6519 is a violation of this chapter;

280 16. Failing to disclose all conditions, charges, or fees relating to:

281 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
 282 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
 283 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
 284 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
 285 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
 286 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
 287 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
 288 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
 289 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
 290 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
 291 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
 292 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
 293 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
 294 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

295 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
 296 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
 297 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
 298 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

299 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
 300 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
 301 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
 302 overpayments. If the credit balance information is incorporated into statements of account furnished
 303 consumers by suppliers within such 60-day period, no separate or additional notice is required;

304 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in

- 305 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
306 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
307 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
308 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
309 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
310 et seq.);
311 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
312 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
313 seq.);
314 24. Violating any provision of § 54.1-1505;
315 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
316 (§ 59.1-207.34 et seq.);
317 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
318 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
319 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
320 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
321 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
322 seq.);
323 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
324 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
325 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
326 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
327 35. Using the consumer's social security number as the consumer's account number with the supplier, if
328 the consumer has requested in writing that the supplier use an alternate number not associated with the
329 consumer's social security number;
330 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
331 37. Violating any provision of § 8.01-40.2;
332 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
333 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
334 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
335 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
336 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
337 59.1-526;
338 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
339 43. Violating any provision of § 59.1-443.2;
340 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
341 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
342 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
343 47. Violating any provision of § 18.2-239;
344 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
345 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
346 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
347 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
348 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
349 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
350 products that are used, secondhand or "seconds";
351 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
352 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
353 52. Violating any provision of § 8.2-317.1;
354 53. Violating subsection A of § 9.1-149.1;
355 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
356 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
357 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
358 drywall has been permanently installed or affixed;
359 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
360 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
361 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
362 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
363 seq.) of Title 54.1;
364 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
365 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
366 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,

367 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
368 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

369 59. Violating any provision of subsection E of § 32.1-126;

370 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
371 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

372 61. Violating any provision of § 2.2-2001.5;

373 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

374 63. Violating any provision of § 6.2-312;

375 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

376 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

377 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

378 67. Knowingly violating any provision of § 8.01-27.5;

379 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
380 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
381 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
382 obligation to pay for the goods or services;

383 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
384 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
385 derivative" means a chemical compound produced by man through a chemical transformation to turn a
386 compound into a different compound by adding or subtracting molecules to or from the original compound.
387 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
388 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
389 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

390 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
391 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
392 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
393 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
394 16 (§ 4.1-1600 et seq.) of Title 4.1;

395 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
396 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
397 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
398 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
399 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
400 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
401 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
402 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
403 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
404 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
405 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
406 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
407 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
408 16 (§ 4.1-1600 et seq.) of Title 4.1;

409 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
410 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
411 depicts or is in the shape of a human, animal, vehicle, or fruit;

412 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
413 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
414 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
415 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
416 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
417 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

418 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
419 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
420 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
421 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
422 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
423 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

424 75. Violating any provision of § 59.1-466.8;

425 76. Violating subsection F of § 36-96.3:1;

426 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
427 kratom product that does not include a label listing all ingredients and with the following guidance: "This
428 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,

429 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
430 plant *Mitragyna speciosa* or any extract thereof;

431 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
432 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
433 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
434 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
435 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the
436 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning
437 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not
438 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the
439 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved
440 location;

441 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a
442 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any
443 such good or provision of any such continuous service;

444 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

445 81. Selling or offering for sale services as a professional mold remediator to be performed upon any
446 residential dwelling without holding a mold remediation certification from the Institute of Inspection,
447 Cleaning and Restoration Certification (IICRC);

448 82. Willfully violating any provision of § 59.1-444.4; ~~and~~

449 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.); *and*

450 84. *Selling any food that is required by the FDA to have a nutrition label that does not meet the*
451 *requirements of 21 C.F.R. Part 101.*

452 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
453 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
454 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
455 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.