

# MAINE STATE LEGISLATURE

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ONE HUNDRED AND SIXTH LEGISLATURE

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Legislative Document

No. 1042

S. P. 343

In Senate, February 22, 1973

Referred to the Committee on Judiciary. Sent down for concurrence and ordered printed.

HARRY N. STARBRANCH, Secretary

Presented by Senator Richardson of Cumberland.

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STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SEVENTY-THREE

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**AN ACT Relating to Warranties on Consumer Goods and Services.**

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Be it enacted by the People of the State of Maine, as follows:

R. S., T. 11, § 2-316, sub-§ (5), additional. Section 2-316 of Title 11 of the Revised Statutes is amended by adding a new subsection (5) to read as follows:

(5) The provisions of subsections (2), (3) and (4) shall not apply to sales of new or unused consumer goods or services. Any language, oral or written, used by a seller or manufacturer of consumer goods and services, which attempts to exclude or modify any implied warranties or merchantability and fitness for a particular purpose or to exclude or modify the consumer's remedies for breach of those warranties, shall be unenforceable. Consumer goods and services are those goods and services, including mobile homes, which are used or bought primarily for personal, family or household purposes.

(a) A violation of sections 2-314, 2-315 or 2-316, arising from the retail sale of consumer goods and services, shall constitute a violation of Title 5, Chapter 10, Unfair Trade Practices Act.

STATEMENT OF FACT

Maine consumers are customarily required to waive or limit any and all warranty rights granted to them under the provisions of the Uniform Commercial Code. In the purchase of automobiles, mobile homes, appliances and a great many necessities, the Maine consumer is forced to release his war-

warranty rights under the U.C.C. and accept in their place warranties which are oftentimes meaningless and unconscionable.

While the waiver or limitation of such warranty rights is certainly a valid and reasonable commercial concept in a contract bargaining session between two business enterprises, it has been grossly abused by the business community in its dealings with Maine consumers who are forced to accept contract terms which are dictated solely by the seller.

This amendment will insure that our consumers will no longer be forced to waive the warranty rights and remedies granted to them under the U.C.C.

Similar legislation to obtain equitable treatment for other New England consumers has been enacted in Vermont and Massachusetts.

Commercial transactions between business enterprises will not be affected by this amendment.