

MAINE STATE LEGISLATURE

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ONE HUNDRED AND SEVENTH LEGISLATURE

Legislative Document

No. 999

H. P. 810,

House of Representatives, March 7, 1975

Referred to the Committee on Business Legislation. Sent up for concurrence and ordered printed.

EDWIN H. PERT, Clerk

Presented by Mr. Tierney of Durham.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
SEVENTY-FIVE

AN ACT Relating to the Exclusion or Modification of Warranties on Used
Consumer Goods.

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

11 MRSA § 2-316, sub-§ 5, as enacted by PL 1973, c. 444, is amended to read:

(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 **new or used** goods and services, including mobile homes, which are used or bought primarily for personal, family or household purposes. **The provisions of this subsection may not be disclaimed or waived by agreement.**

(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

This amendment eliminates any uncertainty concerning the applicability of Title 11, section 2-316 to used consumer goods. It insures, among other

things, that all goods sold to consumers, as opposed to sales between business entities, shall be fit for the ordinary purposes for which such goods are used and are at least of fair average quality within the description given such goods.

In addition, this amendment prohibits sellers from forcing consumers to contract away the implied warranty rights granted them under the UCC.

Similar legislation to obtain equitable treatment for other New England consumers has been enacted in Massachusetts and Vermont. Commercial transactions between business enterprises are not affected by this amendment.