

# MAINE STATE LEGISLATURE

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**LAWS**  
OF THE  
**STATE OF MAINE**

AS PASSED BY THE  
ONE HUNDRED AND ELEVENTH LEGISLATURE

**FIRST REGULAR SESSION**  
December 1, 1982 to June 24, 1983  
Chapters 1-452

PUBLISHED BY THE DIRECTOR OF LEGISLATIVE RESEARCH  
IN ACCORDANCE WITH MAINE REVISED STATUTES  
ANNOTATED, TITLE 3, SECTION 164, SUBSECTION 6.

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J.S. McCarthy Co., Inc.  
Augusta, Maine  
1983

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**PUBLIC LAWS**  
OF THE  
**STATE OF MAINE**

AS PASSED AT THE  
FIRST REGULAR SESSION

and

FIRST SPECIAL SESSION

of the

ONE HUNDRED AND ELEVENTH LEGISLATURE

1983

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## CHAPTER 145

H.P. 665 - L.D. 848

AN ACT to Create the Maine Lemon Law.

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

10 MRSA c. 203-A is enacted to read:

### CHAPTER 203-A

#### WARRANTIES ON NEW MOTOR VEHICLES

##### §1161. Definitions

As used in this chapter, unless the context indicates otherwise, the following terms have the following meanings.

1. Consumer. "Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle, any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle and any other person entitled by the terms of the warranty to enforce the obligations of the warranty, except that the term "consumer" shall not include any governmental entity, or any business or commercial enterprise which registers 3 or more motor vehicles.

2. Manufacturer. "Manufacturer" means manufacturer, importer, distributor or anyone who is named as the warrantor on an express written warranty on a motor vehicle.

3. Motor vehicle. "Motor vehicle" means any motor driven vehicle, designed for the conveyance of passengers or property on the public highways, which is sold in this State, except that the term "motor vehicle" does not include any commercial vehicle with a gross vehicle weight of 8,500 pounds or more.

##### §1162. Scope; construction

1. Consumer rights. Nothing in this chapter in any way limits the rights or remedies which are otherwise available to a consumer under any other law.

2. Manufacturers, distributors, agents and dealers. Nothing in this chapter in any way limits the

rights or remedies of franchisees under chapter 204 or other applicable law.

§1163. Rights and duties

1. Repair of nonconformities. If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or its authorized dealer during the term of the express warranties or within a period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, the manufacturer, its agent or its authorized dealer shall make those repairs necessary to conform the vehicle to the express warranties, notwithstanding the fact that the repairs are made after the expiration of that term or that one-year period.

2. Failure to make effective repair. If the manufacturer or its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and value of the motor vehicle after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a comparable new motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price, including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle. Refunds shall be made to the consumer and lienholder, if any, as their interests may appear. A reasonable allowance for use is that amount directly attributable to use by the consumer prior to his first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair. In determining the reasonable allowance, the parties may take into account the rate of mileage reimbursement paid to state employees pursuant to Title 5, section 8.

3. Reasonable number of attempts; presumption. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if:

A. The same nonconformity has been subject to repair 4 or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, and at least 2 of those times to

the same agent or dealer, but the nonconformity continues to exist; or

B. The vehicle is out of service by reason of repair, by the manufacturer, its agents or authorized dealer, of any nonconformities covered under subsection 2 for a cumulative total of 30 or more business days during that warranty term or that one-year period, whichever is the earlier date.

4. Time limit; extension. The term of an express warranty, the one-year period following delivery and the 30-day period provided in subsection 3, paragraph B, shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

5. Dealer liability. Nothing in this chapter may be construed as imposing any liability on a dealer or creating a cause of action by a consumer against a dealer under this section, except regarding any written express warranties made by the dealer apart from the manufacturer's own warranties.

#### §1164. Affirmative defense

It is an affirmative defense to any claim under this chapter that:

1. Lack of impairment. An alleged nonconformity does not substantially impair the use and value of the motor vehicle; or

2. Abuse. A nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle by anyone other than the manufacturer, its agents or authorized dealers since delivery to the consumer.

#### §1165. Informal dispute settlement

If a manufacturer has established an informal dispute settlement procedure which complies in all respects with the provisions of 16 Code of Federal Regulations, Part 703, as from time to time amended, the provisions of section 1163, subsection 2, concerning refunds or replacement shall not apply to any consumer who has not first resorted to that procedure.