

Ohio Lemon Law Statutes

Sections 1345.71 to 1345.77 of the Revised Code
Section 1345.71

As used in sections 1345.71 to 1345.77 of the Revised Code:

(A) "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 the express warranty that is applicable to the motor vehicle, and any other person who is entitled by the terms of the warranty to enforce the warranty.

(B) "Manufacturer" and "distributor" have the same meanings as in section 4517.01 of the Revised Code, and manufacturer includes a remanufacturer as defined in that section.

(C) "Express warranty" and "warranty" mean the written warranty of the manufacturer or distributor of a new motor vehicle concerning the condition and fitness for use of the vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty.

(D) "Motor vehicle" means any passenger car or noncommercial motor vehicle as defined in section 4501.01 of the Revised Code, or those parts of any motor home, as defined in section 4501.01 of the Revised Code, that are not part of the permanently installed facilities for cold storage, cooking and consuming of food, and for sleeping, but does not mean any mobile home as defined in division (O) of section 4501.01 of the Revised Code, recreational vehicle as defined in division (Q) of that section, or manufactured home as defined in division (C)(4) of section 3781.06 of the Revised Code.

(E) "Nonconformity" means any defect or condition which substantially impairs the use, value, or safety of a motor vehicle and does not conform to the express warranty of the manufacturer or distributor.

(F) "Full purchase price" means the contract price for the motor vehicle, including charges for transportation, dealer-installed accessories, dealer services, dealer preparation and delivery and collateral charges; all finance, credit insurance, warranty and service contract charges incurred by the buyer; and all sales tax, license and registration fees, and other government charges.

Section 1345.72

(A) If a new motor vehicle does not conform to any applicable express warranty and the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the period of one year following the date of original delivery or during the first eighteen thousand miles of operation, whichever is earlier, the manufacturer, its agent, or its authorized dealer shall make any repairs as are necessary to conform the

vehicle to such express warranty, notwithstanding the fact that the repairs are made after the expiration of the appropriate time period.

(B) If the manufacturer, its agent, or its authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition that substantially impairs the use, safety, or value of the motor vehicle to the consumer after a reasonable number of repair attempts, the manufacturer shall, at the consumer's option, and subject to division (D) of this section replace the motor vehicle with a new motor vehicle acceptable to the consumer or accept return of the vehicle from the consumer and refund each of the following:

- (1) The full purchase price including, but not limited to, charges for undercoating, transportation, and installed options;
- (2) All collateral charges, including but not limited to, sales tax, license and registration fees, and similar government charges;
- (3) All finance charges incurred by the consumer;
- (4) All incidental damages, including any reasonable fees charged by the lender for making or canceling the loan.

(C) Nothing in this section imposes any liability on a new motor vehicle dealer or creates a cause of action by a buyer against a new motor vehicle dealer.

(D) Sections 1345.71 to 1345.77 of the Revised Code do not affect the obligation of a consumer under a loan or retail installment sales contract or the interest of any secured party, except as follows:

- (1) If the consumer elects to take a refund, the manufacturer shall forward the total sum required under division (B) of this section by an instrument jointly payable to the consumer and any lienholder that appears on the face of the certificate of title. Prior to disbursing the funds to the consumer, the lienholder may deduct the balance owing to it, including any reasonable fees charged for canceling the loan and refunded pursuant to division (B) of this section, and shall immediately remit the balance if any, to the consumer and cancel the lien.
- (2) If the consumer elects to take a new motor vehicle, the manufacturer shall notify any lienholder noted on the certificate of title under section 4505.13 of the Revised Code. If both the lienholder and the consumer consent to finance the new motor vehicle obtained through the exchange in division (B) of this section, the lienholder shall release the lien on the nonconforming motor vehicle after it has obtained a lien on the new motor vehicle. If the existing lienholder does not finance the new motor vehicle, it has no obligation to discharge the note or cancel the lien on the nonconforming motor vehicle until the original indebtedness is satisfied.

Section 1345.73

It shall be presumed that a reasonable number of attempts have been undertaken by the manufacturer, its dealer, or its authorized agent to conform a motor vehicle to any applicable express warranty if, during the period of one year following the date of original delivery or during the first eighteen thousand miles of operation, whichever is earlier, any of the following apply:

- (A) Substantially the same nonconformity has been subject to repair three or more times and continues to exist;
- (B) The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
- (C) There have been eight or more attempts to repair any nonconformity that substantially impairs the use and value of the motor vehicle to the consumer;
- (D) There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity continues to exist.

Section 1345.74

(A) At the time of purchase, the manufacturer, either directly or through its agent or its authorized dealer, shall provide to the consumer a written statement on a separate piece of paper, in ten-point type, all capital letters, in substantially the following form:
IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION.

(B) The manufacturer or authorized dealer shall provide to the consumer, each time the motor vehicle of the consumer is returned from being serviced or repaired, a fully itemized written statement indicating all work performed on the vehicle, including, but not limited to, parts and labor as described in the rules adopted pursuant to section 1345.77 of the Revised Code.

Section 1345.75

(A) Any purchaser of a new motor vehicle who suffers any loss due to nonconformity of the motor vehicle as a result of failure by the manufacturer, its agent, or its authorized dealer to comply with section 1345.72 of the Revised Code, may bring a civil action in a court of common pleas or other court of competent jurisdiction and, in addition to other relief, shall be entitled to recover reasonable attorney's fees and all court costs.

(B) The remedies in sections 1345.71 to 1345.77 of the Revised Code are in addition to remedies otherwise available to consumers under law.

(C) Any action brought under division (A) of this section shall be commenced within two years of the expiration of the express warranty term. Any period of limitation of actions under any federal or Ohio laws with respect to any consumer shall be tolled for the period that begins on the date that a complaint is filed with an informal dispute resolution mechanism established pursuant to section 1345.77 of the Revised Code and ends on the date of the decision by the informal dispute resolution mechanism.

(D) It is an affirmative defense to any claim under this section that a nonconformity is the result of abuse, neglect, or the unauthorized modification or alteration of a motor vehicle by anyone other than the manufacturer, its agent, or its authorized dealer.

Section 1345.76

(A) If a motor vehicle has been returned under the provisions of sections 1345.71 to 1345.77 of the Revised Code or a similar law of another state, whether as a result of legal action or of an informal dispute settlement proceeding, the vehicle may not be resold in this state unless each of the following applies:

(1) The manufacturer provides the same express warranty that was provided to the original purchaser, except that the term of the warranty shall be only for twelve thousand miles or twelve months after the date of resale, whichever is earlier;

(2) The manufacturer provides to the consumer, either directly or through its agent or its authorized dealer, and prior to obtaining the signature of the consumer on any document, a written statement on a separate piece of paper, in ten-point type, all capital letters, in substantially the following form:

IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE AMOUNT OF TIME AS PROVIDED BY OHIO LAW.

.....

DATE BUYER'S SIGNATURE

(B) Notwithstanding the provisions of division (A) of this section, if a new motor vehicle has been returned under the provisions of section 1345.72 of the Revised Code or a similar law of another state because of a nonconformity likely to cause death or serious bodily injury if the vehicle is driven, the motor vehicle may not be sold in this state.

Section 1345.77

(A) The attorney general shall adopt rules for the establishment and qualification of an informal dispute resolution mechanism to provide for the resolution of warranty disputes between the consumer and the manufacturer, its agent, or its authorized dealer. The

mechanism shall be under the supervision of the division of consumer protection of the office of the attorney general and shall meet or exceed the minimum requirements for an informal dispute resolution mechanism as provided by the "Magnuson-Moss Warranty Federal Trade Commission Improvement Act," 88 Stat. 2183, 15 U.S.C.A. 2301, and regulations adopted thereunder.

(B) If a qualified informal dispute resolution mechanism exists and the consumer receives timely notification, in writing, of the availability of the mechanism with a description of its operation and effect, the cause of action under section 1345.75 of the Revised Code may not be asserted by the consumer until after the consumer has initially resorted to the informal dispute resolution mechanism. If such a mechanism does not exist, if the consumer is dissatisfied with the decision produced by the mechanism, or if the manufacturer, its agents, or its authorized dealer fails to promptly fulfill the terms determined by the mechanism, the consumer may assert a cause of action under section 1345.75 of the Revised Code.

(C) Any violation of a rule adopted pursuant to division (A) of this section is an unfair and deceptive act or practice as defined by section 1345.02 of the Revised Code.

Oklahoma Lemon Law

§15-901.

A. As used in this act:

1. "Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle, any person to whom such motor vehicle is transferred during the duration of an express warranty applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty; and
2. "Motor vehicle" means any motor-driven vehicle required to be registered under the Motor Vehicle License and Registration Act, Sections 22 et seq. of Title 47 of the Oklahoma Statutes, excluding vehicles above ten thousand (10,000) pounds gross vehicle weight and the living facilities of motor homes.

B. For the purposes of this act, if a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity, directly in writing, to the manufacturer, its agent or its authorized dealer during the term of such express warranties or during the period of one (1) 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 such repairs as are necessary to conform the vehicle to such express warranties, notwithstanding the fact that such repairs are made after the expiration of such term or such one-year period.

C. 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 to the consumer after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a new motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price including all taxes, license, registration fees and all similar governmental fees, excluding interest, 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 shall be that amount directly attributable to use by the consumer prior to his first written 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. It shall be an affirmative defense to any claim under this act (1) that an alleged nonconformity does not substantially impair such use and value or (2) that a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle. In no event shall the presumption described in this subsection apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to cure the defect alleged.

D. It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if (1) the same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one

(1) year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity continues to exist or (2) the vehicle is out of service by reason of repair for a cumulative total of forty-five (45) or more calendar days during such term or during such period, whichever is the earlier date. The term of an express warranty, such one-year period and such forty-five-day period 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.

E. Nothing in this act shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

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

Oregon Lemon Law

Oregon's Lemon Law - Oregon Revised Statutes 646.315-375

646.315 Definitions for ORS 646.315 to 646.375.

As used in ORS 646.315 to 646.375:

(1) "Consumer" means:

- (a) The purchaser or lessee, other than for purposes of resale, of a new motor vehicle normally used for personal, family or household purposes;
- (b) Any person to whom a new motor vehicle used for personal, family or household purposes is transferred for the same purposes during the duration of an express warranty applicable to such motor vehicle; and
- (c) Any other person entitled by the terms of such warranty to enforce the obligations of the warranty.

(2) "Motor vehicle" means a passenger motor vehicle as defined in ORS 801.360 that is sold in this state. <1983 c.469 s1; 1985 c.16 s468; 1987 c.476 s1; 1989 c.171 s 74; 1989 c.202 s1>

646.325 Availability of remedy.

The remedy under the provisions of ORS 646.315 to 646.375 is available to a consumer if:

- (1) A new motor vehicle does not conform to applicable manufacturer's express warranties;
- (2) The consumer reports each nonconformity to the manufacturer, its agent or its authorized dealer, for the purpose of repair or correction, during the period of one year following the date of original delivery of the motor vehicle to the consumer or during the period ending on the date on which the mileage on the motor vehicle reaches 12,000 miles, whichever period ends earlier; and
- (3) The manufacturer has received direct written notification from or on behalf of the consumer and has had an opportunity to correct the alleged defect. "Notification" under this subsection includes, but is not limited to, a request by the consumer for an informal dispute settlement procedure under ORS 646.355. <1983 c.469 s2; 1987 c.476 s6>

646.335 Consumer's remedies; manufacturer's affirmative defenses.

(1) If the manufacturer or its agents or authorized dealers are unable to conform the motor vehicle to any applicable manufacturer's express warranty by repairing or correcting any defect or condition that substantially impairs the use, market value or safety of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall:

- (a) Replace the motor vehicle with a new motor vehicle; or

(b) Accept return of the vehicle from the consumer and refund to the consumer the full purchase or lease price paid, including taxes, license and registration fees and any similar collateral charges excluding interest, less a reasonable allowance for the consumer's use of the vehicle.

(2) 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 the 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.

(3) It shall be an affirmative defense to any claim under ORS 646.315 to 646.375:

(a) That an alleged nonconformity does not substantially impair such use, market value or safety; or

(b) That a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of the motor vehicle by the consumer. <1983 c.469 s3; 1987 c.476 s2>

646.345 Presumption of reasonable attempt to conform; extension of time for repairs; notice to manufacturer.

(1) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable manufacturer's express warranties if, during the period of one year following the date of original delivery of the motor vehicle to a consumer or during the period ending on the date on which the mileage on the motor vehicle reaches 12,000 miles, whichever period ends earlier:

(a) The same nonconformity has been subject to repair or correction four or more times by the manufacturer or its agent or authorized dealer, but such nonconformity continues to exist; or

(b) The vehicle is out of service by reason of repair or correction for a cumulative total of 30 or more business days.

(2) A repair or correction for purposes of subsection (1) of this section includes a repair that must take place after the expiration of the earlier of either period.

(3) The period ending on the date on which the mileage on the motor vehicle reaches 12,000 miles, the one-year period and the 30-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike, fire, flood or other natural disaster.

(4) In no event shall the presumption described in subsection (1) of this section apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to cure the defect alleged. <1983 c.469 s4>

646.355 Use of informal dispute settlement procedure as condition for remedy; binding effect on manufacturer.

If the manufacturer has established or participates in an informal dispute settlement procedure that substantially complies with the provisions of Title 16, Code of Federal Regulations, Part 703, as from time to time amended, and causes the consumer to be notified of the procedure, ORS 646.335 concerning refunds or replacement shall not apply to any consumer who has not first resorted to the procedure. A decision resulting from arbitration pursuant to the informal dispute settlement procedure shall be binding on the manufacturer. <1983 c.469 s5>

646.357 Informal dispute settlement procedure; recordkeeping; review by Department of Justice.

A manufacturer which has established or participates in an informal dispute settlement procedure shall keep records of all cases submitted to the procedure under ORS 646.355 and shall make the records available to the Department of Justice if the department requests them. The department may review all case records kept under this section to determine whether or not the arbitrators are complying with the provisions of ORS 646.315 to 646.375 in reaching their decisions. <1987 c.476 s4>

646.359 Judicial review; damages; attorney fees.

(1) If a consumer appeals to a court from a decision resulting from the informal dispute settlement procedure established by ORS 646.355 because the consumer was not granted one of the remedies specified in ORS 646.335 (1), and the consumer is granted one of the specified remedies by the court, the consumer shall also be awarded up to three times the amount of any damages if the court finds that the manufacturer did not act in good faith in the dispute settlement procedure.

(2) If a consumer brings an action under ORS 646.315 to 646.375 against a manufacturer who has not established informal dispute settlement procedures and the consumer is granted one of the remedies specified in ORS 646.335 (1), the consumer shall also be awarded three times the amount of the damages.

(3) The court may award reasonable attorney fees to the prevailing party in an appeal or action under this section. <1987 c.476 s5; 1995 c.618 s96>

646.361 Limitations on actions against dealers.

(1) Nothing in ORS 646.315 to 646.375 creates a cause of action by a consumer against a vehicle dealer.

(2) A manufacturer may not join a dealer as a party in any proceeding brought under ORS 646.315 to 646.375, nor may the manufacturer try to collect from a dealer any damages assessed against the manufacturer in a proceeding brought under ORS 646.315 to 646.375. <1987 c.476 s7>

646.365 Limitation on commencement of action.

Any action brought under ORS 646.315 to 646.375 shall be commenced within one year following whichever period ends earlier:

- (1) The period ending on the date on which the mileage on the motor vehicle reaches 12,000 miles; or
- (2) The period of one year following the date of the original delivery of the motor vehicle to the consumer. <1983 c.469 s6>

646.375 Remedies supplementary to existing statutory or common law remedies; election of remedies.

Nothing in ORS 646.315 to 646.375 is intended in any way to limit the rights or remedies that are otherwise available to a consumer under any other law. However, if the consumer elects to pursue any other remedy in state or federal court, the remedy available under ORS 646.315 to 646.375 shall not be available insofar as it would result in recovery in excess of the recovery authorized by ORS 646.335 without proof of fault resulting in damages in excess of such recovery. <1983 c.469 s7>