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§14–2701.

(a) In this subtitle the following words have the meanings indicated.

(b) “Collateral costs” means expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining an alternative wheelchair or other device used for mobility assistance.

(c) “Consumer” means any of the following:

(1) The purchaser of a motorized wheelchair, if the motorized wheelchair was purchased from a motorized wheelchair dealer or manufacturer for purposes other than resale;

(2) A person to whom the motorized wheelchair is transferred for purposes other than resale, if the transfer occurs before the expiration of an express warranty applicable to the motorized wheelchair;

(3) A person who may enforce the warranty; or

(4) A person who leases a motorized wheelchair from a motorized wheelchair lessor under a written lease.

(d) “Demonstrator” means a motorized wheelchair used primarily for the purpose of demonstration to the public.

(e) (1) “Early termination cost” means any expense or obligation that a motorized wheelchair lessor incurs as a result of both the termination of a written lease before the termination date set forth in that lease and the return of a motorized wheelchair to a manufacturer under § 14-2703(c)(3) of this subtitle.

(2) Early termination cost includes a penalty for prepayment under a finance arrangement.

(f) (1) “Early termination savings” means any expense or obligation that a motorized wheelchair lessor avoids as a result of both the termination of a written lease before the termination date set forth in that lease and the return of a motorized wheelchair to a manufacturer under § 14-2703(c)(3) of this subtitle.

(2) Early termination savings includes an interest charge that the motorized wheelchair lessor would have paid to finance the motorized wheelchair or, if the motorized wheelchair lessor does not finance the motorized wheelchair, the difference between the total amount for which the lease obligates the consumer during the period of the lease term remaining after the early termination and the present value of that amount at the date of the early termination.

(g) (1) “Manufacturer” means a person who manufactures motorized wheelchairs, and any warrantors of the manufacturer’s motorized wheelchairs.

(2) “Manufacturer” does not include a motorized wheelchair dealer.

(h) “Motorized wheelchair” means any motor-driven wheelchair, scooter, or other wheeled device that is designed to provide mobility assistance for an individual with a disability, including a demonstrator, that a consumer purchases or accepts transfer of in the State.

(i) “Motorized wheelchair dealer” means a person who is in the business of selling motorized wheelchairs.

(j) “Motorized wheelchair lessor” means a person who leases a motorized wheelchair to a consumer, or who holds the lessor’s rights, under a written lease.

(k) “Nonconformity” means a condition or defect that substantially impairs the use, value, or safety of a motorized wheelchair or any of its component parts, and that is covered by an express warranty applicable to the motorized wheelchair or to a component of the motorized wheelchair, but does not include a condition or defect that is the result of abuse, neglect, or unauthorized modification or alteration of the motorized wheelchair by a consumer.

(l) “Reasonable attempt to repair” means any of the following occurring within the term of an express warranty applicable to a new motorized wheelchair or within 1 year after first delivery of the motorized wheelchair to a consumer, whichever is sooner:

(1) The same nonconformity with the warranty is subject to repair at least four times by the manufacturer, motorized wheelchair lessor, or any of the manufacturer’s authorized motorized wheelchair dealers and the nonconformity continues; or

(2) The motorized wheelchair is out of service for an aggregate of at least 30 days because of warranty nonconformities.

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