

HOUSE BILL 35

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2000 Regular Session
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(PRE-FILED)

By: **Delegates Pendergrass, Goldwater, Love, and Moe**

Requested: June 23, 1999

Introduced and read first time: January 12, 2000

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Motorized Wheelchair Warranty Enforcement Act - Inclusion of Motorized**
3 **Scooters**

4 FOR the purpose of expanding the scope of the Motorized Wheelchair Warranty
5 Enforcement Act to include motorized scooters and other motorized wheeled
6 devices that are designed to provide mobility assistance for individuals with
7 disabilities; defining a certain term; providing for the application of this Act; and
8 generally relating to the scope of the Motorized Wheelchair Warranty
9 Enforcement Act.

10 BY repealing and reenacting, with amendments,
11 Article - Commercial Law
12 Section 14-2701
13 Annotated Code of Maryland
14 (1990 Replacement Volume and 1999 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
16 MARYLAND, That the Laws of Maryland read as follows:

17 **Article - Commercial Law**

18 14-2701.

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

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

23 (c) "Consumer" means any of the following:

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

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

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

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

7 (d) "Demonstrator" means a motorized wheelchair used primarily for the
8 purpose of demonstration to the public.

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

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

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

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

25 (g) (1) "Manufacturer" means a person who manufactures motorized
26 wheelchairs, and any warrantors of the manufacturer's motorized wheelchairs.

27 (2) "Manufacturer" does not include a motorized wheelchair dealer.

28 (h) "Motorized wheelchair" means any motor-driven wheelchair, SCOOTER, OR
29 OTHER WHEELED DEVICE THAT IS DESIGNED TO PROVIDE MOBILITY ASSISTANCE
30 FOR AN INDIVIDUAL WITH A DISABILITY, including a demonstrator, that a consumer
31 purchases or accepts transfer of in the State.

32 (i) "Motorized wheelchair dealer" means a person who is in the business of
33 selling motorized wheelchairs.

34 (j) "Motorized wheelchair lessor" means a person who leases a motorized
35 wheelchair to a consumer, or who holds the lessor's rights, under a written lease.

36 (k) "Nonconformity" means a condition or defect that substantially impairs the
37 use, value, or safety of a motorized wheelchair or any of its component parts, and that

1 is covered by an express warranty applicable to the motorized wheelchair or to a
2 component of the motorized wheelchair, but does not include a condition or defect that
3 is the result of abuse, neglect, or unauthorized modification or alteration of the
4 motorized wheelchair by a consumer.

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

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

13 (2) The motorized wheelchair is out of service for an aggregate of at least
14 30 days because of warranty nonconformities.

15 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be
16 construed only prospectively and may not be applied or interpreted to have any effect
17 on or application to any sales or transfers of motorized scooters or other motorized
18 wheeled devices designed to provide mobility assistance for individuals with
19 disabilities before the effective date of this Act.

20 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
21 October 1, 2000.