

HOUSE BILL 889

I3, R7

71r1828

By: **Delegates Burns, Anderson, Aumann, Cane, Elmore, Frank, Jennings,
Nathan-Pulliam, Smigiel, Stukes, and Vaughn**

Introduced and read first time: February 9, 2007

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Commercial Truck Warranty Enforcement**

3 FOR the purpose of requiring a manufacturer to replace or accept the return of
4 commercial trucks under certain circumstances; establishing certain affirmative
5 defenses; requiring a consumer to notify a manufacturer under certain
6 circumstances; requiring certain nonconformities, defects, or conditions to be
7 corrected within certain periods of time; requiring certain repairs to be
8 performed free of charge under certain circumstances; requiring a dealer to
9 notify a manufacturer of certain nonconformities, defects, or conditions under
10 certain circumstances; requiring a manufacturer to notify certain persons under
11 certain circumstances; requiring the return of certain excise taxes to a consumer
12 under certain circumstances; providing that a consumer may resort to certain
13 informal dispute settlement procedures without prejudice to the consumer's
14 legal rights; providing that a manufacturer or dealer may be liable for certain
15 damages under certain circumstances; requiring the Motor Vehicle
16 Administration to develop a certain notice and make it available to certain
17 dealers that sell new commercial trucks in the State; requiring certain dealers
18 to provide a copy of the notice to purchasers of new commercial trucks at a
19 certain time; requiring the Administration to adopt certain regulations;
20 providing that it is an unfair or deceptive trade practice under the Maryland
21 Consumer Protection Act to violate this Act; providing certain penalties;
22 defining certain terms; providing for the application of this Act; and generally
23 relating to commercial trucks and warranty enforcement.

24 BY repealing and reenacting, with amendments,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Commercial Law
 2 Section 13–101.1 and 13–301(14)(xxii)
 3 Annotated Code of Maryland
 4 (2005 Replacement Volume and 2006 Supplement)

5 BY repealing and reenacting, without amendments,
 6 Article – Commercial Law
 7 Section 13–301(14)(xxiii)
 8 Annotated Code of Maryland
 9 (2005 Replacement Volume and 2006 Supplement)

10 BY adding to
 11 Article – Commercial Law
 12 Section 13–301(14)(xxiv); and 14–15A–01 through 14–15A–06 to be under the
 13 new subtitle “Subtitle 15A. Commercial Truck Warranty Enforcement”
 14 Annotated Code of Maryland
 15 (2005 Replacement Volume and 2006 Supplement)

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

18 **Article – Commercial Law**

19 13–101.1.

20 The provisions of this title apply to the subject matter of a consumer contract as
 21 defined in § 22–102 of this article, **AND TO A COMMERCIAL TRUCK WARRANTY**
 22 **UNDER TITLE 14, SUBTITLE 15A OF THIS ARTICLE**, in the same manner they
 23 apply to consumer goods and consumer services.

24 13–301.

25 Unfair or deceptive trade practices include any:

26 (14) Violation of a provision of:

27 (xxii) Section 14–1319 or § 14–1320 of this article; [or]

28 (xxiii) Section 7–304 of the Criminal Law Article; or

29 (xxiv) **TITLE 14, SUBTITLE 15A OF THIS ARTICLE,**
 30 **COMMERCIAL TRUCK WARRANTY ENFORCEMENT; OR**

1 **SUBTITLE 15A. COMMERCIAL TRUCK WARRANTY ENFORCEMENT.**

2 **14-15A-01.**

3 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
4 **INDICATED.**

5 **(B) “COMMERCIAL TRUCK” MEANS A VEHICLE THAT IS REGISTERED IN**
6 **THIS STATE AS A:**

7 **(1) CLASS E (TRUCK) VEHICLE WITH A MANUFACTURER’S RATED**
8 **CAPACITY EXCEEDING THREE-FOURTHS TON; OR**

9 **(2) CLASS F (TRACTOR) VEHICLE.**

10 **(C) “CONSUMER” MEANS:**

11 **(1) THE PURCHASER, OTHER THAN FOR PURPOSES OF RESALE,**
12 **OF A NEW COMMERCIAL TRUCK;**

13 **(2) ANY PERSON TO WHOM A NEW COMMERCIAL TRUCK IS**
14 **TRANSFERRED DURING THE DURATION OF THE WARRANTY APPLICABLE TO**
15 **THAT COMMERCIAL TRUCK; OR**

16 **(3) ANY OTHER PERSON WHO IS ENTITLED TO ENFORCE THE**
17 **OBLIGATIONS OF THE WARRANTY.**

18 **(D) “DEALER” HAS THE MEANING STATED IN § 15-101(C) OF THE**
19 **TRANSPORTATION ARTICLE.**

20 **(E) “MANUFACTURER, FACTORY BRANCH, OR DISTRIBUTOR” MEANS A**
21 **PERSON, PARTNERSHIP, ASSOCIATION, CORPORATION, OR ENTITY ENGAGED IN**
22 **THE BUSINESS OF MANUFACTURING OR ASSEMBLING COMMERCIAL TRUCKS OR**
23 **OF DISTRIBUTING COMMERCIAL TRUCKS TO MOTOR VEHICLE DEALERS AS**
24 **DEFINED IN § 15-201(B), (C), AND (E) OF THE TRANSPORTATION ARTICLE.**

25 **(F) (1) “MANUFACTURER’S WARRANTY PERIOD” MEANS THE**
26 **EARLIER OF:**

1 (I) THE PERIOD OF THE COMMERCIAL TRUCK'S FIRST
2 **50,000 MILES OF OPERATION; OR**

3 (II) **15 MONTHS FOLLOWING THE DATE OF ORIGINAL**
4 **DELIVERY OF THE COMMERCIAL TRUCK TO THE CONSUMER.**

5 (2) **THIS SUBSECTION DOES NOT EXTEND ANY MANUFACTURER'S**
6 **EXPRESS WARRANTY.**

7 (G) **"WARRANTY" MEANS WARRANTIES AS DEFINED IN §§ 2-312, 2-313,**
8 **2-314, AND 2-315 OF THIS ARTICLE.**

9 **14-15A-02.**

10 (A) **THIS SUBTITLE APPLIES TO A COMMERCIAL TRUCK:**

11 (1) **THAT IS PURCHASED FOR USE AS A PRINCIPAL ASSET IN A**
12 **COMMERCIAL, UTILITY, OR INDUSTRIAL BUSINESS; AND**

13 (2) **ON THE PURCHASE OF WHICH AN INDIVIDUAL IS PERSONALLY**
14 **LIABLE EITHER AS A SIGNATORY OR AS A GUARANTOR.**

15 (B) **THIS SUBTITLE DOES NOT APPLY TO:**

16 (1) **A FLEET PURCHASE OF FIVE OR MORE COMMERCIAL TRUCKS;**
17 **OR**

18 (2) **A COMMERCIAL TRUCK WITH AN AFTERMARKET**
19 **MODIFICATION OR ALTERATION THAT INTERFERES WITH THE OPERATION OF**
20 **THE COMMERCIAL TRUCK AS DESIGNED AND INTENDED BY THE**
21 **MANUFACTURER.**

22 **14-15A-03.**

23 (A) **IF THE MANUFACTURER'S WARRANTY PERIOD IS TO INCLUDE THOSE**
24 **MILES OF OPERATION WHEN THE NEW COMMERCIAL TRUCK IS IN THE**
25 **POSSESSION OF ANY PERSON OTHER THAN THE CONSUMER, THE**

1 MANUFACTURER SHALL STATE THAT FACT IN 12 POINT, BOLD-FACE TYPE IN
2 THE MANUFACTURER'S WRITTEN WARRANTY.

3 (B) (1) (I) IF A NEW COMMERCIAL TRUCK DOES NOT CONFORM TO
4 ALL APPLICABLE WARRANTIES DURING THE WARRANTY PERIOD, THE
5 CONSUMER SHALL, DURING THAT PERIOD, REPORT THE NONCONFORMITY,
6 DEFECT, OR CONDITION BY GIVING WRITTEN NOTICE TO THE MANUFACTURER
7 OR FACTORY BRANCH BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

8 (II) NOTICE OF THIS PROCEDURE MUST BE CONSPICUOUSLY
9 DISCLOSED TO THE CONSUMER IN WRITING AT THE TIME OF SALE OR DELIVERY
10 OF THE COMMERCIAL TRUCK.

11 (2) THE CONSUMER SHALL PROVIDE AN OPPORTUNITY FOR THE
12 MANUFACTURER OR FACTORY BRANCH, OR ITS AGENT, TO CURE THE
13 NONCONFORMITY, DEFECT, OR CONDITION.

14 (3) (I) THE MANUFACTURER OR FACTORY BRANCH, ITS AGENT,
15 OR ITS AUTHORIZED DEALER SHALL CORRECT THE NONCONFORMITY, DEFECT,
16 OR CONDITION AT NO CHARGE TO THE CONSUMER, EVEN IF REPAIRS ARE MADE
17 AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

18 (II) THE CORRECTIONS SHALL BE COMPLETED WITHIN 30
19 DAYS AFTER THE MANUFACTURER'S RECEIPT OF THE CONSUMER'S
20 NOTIFICATION OF THE NONCONFORMITY, DEFECT, OR CONDITION.

21 (C) (1) IF, DURING THE WARRANTY PERIOD, THE MANUFACTURER OR
22 FACTORY BRANCH, ITS AGENT, OR ITS AUTHORIZED DEALER IS UNABLE TO
23 REPAIR OR CORRECT ANY DEFECT OR CONDITION THAT SUBSTANTIALLY
24 IMPAIRS THE USE AND MARKET VALUE OF THE COMMERCIAL TRUCK TO THE
25 CONSUMER AFTER A REASONABLE NUMBER OF ATTEMPTS, THE
26 MANUFACTURER OR FACTORY BRANCH, AT THE OPTION OF THE CONSUMER,
27 SHALL:

28 (I) REPLACE THE COMMERCIAL TRUCK WITH A
29 COMPARABLE COMMERCIAL TRUCK ACCEPTABLE TO THE CONSUMER; OR

30 (II) ACCEPT RETURN OF THE COMMERCIAL TRUCK FROM
31 THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE

1 INCLUDING ALL LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR
2 GOVERNMENTAL CHARGES, LESS:

3 1. A REASONABLE ALLOWANCE FOR THE
4 CONSUMER'S USE OF THE VEHICLE NOT TO EXCEED 15% OF THE PURCHASE
5 PRICE; AND

6 2. A REASONABLE ALLOWANCE FOR DAMAGE NOT
7 ATTRIBUTABLE TO NORMAL WEAR BUT NOT TO INCLUDE DAMAGE RESULTING
8 FROM A NONCONFORMITY, DEFECT, OR CONDITION.

9 (2) THE MANUFACTURER OR FACTORY BRANCH SHALL MAKE
10 REFUNDS UNDER THIS SECTION TO THE CONSUMER AND LIENHOLDER, IF ANY,
11 AS THEIR INTERESTS APPEAR ON THE RECORDS OF OWNERSHIP MAINTAINED BY
12 THE MOTOR VEHICLE ADMINISTRATION.

13 (3) IT IS AN AFFIRMATIVE DEFENSE TO ANY CLAIM UNDER THIS
14 SECTION THAT THE NONCONFORMITY, DEFECT, OR CONDITION:

15 (I) DOES NOT SUBSTANTIALLY IMPAIR THE USE AND
16 MARKET VALUE OF THE COMMERCIAL TRUCK; OR

17 (II) IS THE RESULT OF ABUSE, NEGLIGENCE, OR
18 UNAUTHORIZED MODIFICATIONS OR ALTERATIONS OF THE COMMERCIAL
19 TRUCK.

20 (D) IT SHALL BE PRESUMED THAT A REASONABLE NUMBER OF
21 ATTEMPTS HAS BEEN UNDERTAKEN TO CONFORM A COMMERCIAL TRUCK TO
22 THE APPLICABLE WARRANTIES IF:

23 (1) THE SAME NONCONFORMITY, DEFECT, OR CONDITION HAS
24 BEEN SUBJECT TO REPAIR FOUR OR MORE TIMES BY THE MANUFACTURER OR
25 FACTORY BRANCH OR ITS AGENTS OR AUTHORIZED DEALERS, WITHIN THE
26 WARRANTY PERIOD, BUT THAT NONCONFORMITY, DEFECT, OR CONDITION
27 CONTINUES TO EXIST;

28 (2) THE VEHICLE IS OUT OF SERVICE BY REASON OF REPAIR OF
29 ONE OR MORE NONCONFORMITIES, DEFECTS, OR CONDITIONS FOR A
30 CUMULATIVE TOTAL OF 30 OR MORE DAYS DURING THE WARRANTY PERIOD; OR

1 **(3) A NONCONFORMITY, DEFECT, OR CONDITION RESULTING IN**
2 **FAILURE OF THE BRAKING OR STEERING SYSTEM HAS BEEN SUBJECT TO THE**
3 **SAME REPAIR AT LEAST ONCE WITHIN THE WARRANTY PERIOD, AND THE**
4 **MANUFACTURER HAS BEEN NOTIFIED AND GIVEN THE OPPORTUNITY TO CURE**
5 **THE DEFECT, AND THE REPAIR DOES NOT BRING THE VEHICLE INTO**
6 **COMPLIANCE WITH THE MOTOR VEHICLE SAFETY INSPECTION LAWS OF THE**
7 **STATE.**

8 **(E) THE TERM OF ANY WARRANTY, THE WARRANTY PERIOD, AND THE**
9 **30-DAY, OUT-OF-SERVICE PERIOD SHALL BE EXTENDED BY ANY TIME DURING**
10 **WHICH REPAIR SERVICES ARE NOT AVAILABLE TO THE CONSUMER BECAUSE OF**
11 **WAR, INVASION, OR STRIKE, OR FIRE, FLOOD, OR OTHER NATURAL DISASTER.**

12 **(F) (1) (I) IT IS THE DUTY OF A DEALER TO NOTIFY THE**
13 **MANUFACTURER OF THE EXISTENCE OF A NONCONFORMITY, DEFECT, OR**
14 **CONDITION WITHIN 7 DAYS AFTER THE COMMERCIAL TRUCK IS:**

15 **1. DELIVERED TO THE SAME DEALER FOR A FOURTH**
16 **TIME FOR REPAIR OF THE SAME NONCONFORMITY; OR**

17 **2. OUT OF SERVICE BY REASON OF REPAIR OF ONE**
18 **OR MORE NONCONFORMITIES, DEFECTS, OR CONDITIONS FOR A CUMULATIVE**
19 **TOTAL OF 20 DAYS.**

20 **(II) 1. THE NOTIFICATION SHALL BE SENT BY CERTIFIED**
21 **MAIL AND A COPY OF THE NOTIFICATION SHALL BE SENT TO THE MOTOR**
22 **VEHICLE ADMINISTRATION.**

23 **2. FAILURE OF THE DEALER TO GIVE THE NOTICE**
24 **REQUIRED UNDER THIS SUBSECTION MAY NOT AFFECT THE CONSUMER'S RIGHT**
25 **UNDER THIS SUBTITLE.**

26 **(2) IF A COMMERCIAL TRUCK IS RETURNED TO A MANUFACTURER**
27 **OR FACTORY BRANCH EITHER UNDER THIS SUBTITLE, OR BY JUDGMENT,**
28 **DECREE, ARBITRATION AWARD, OR SETTLEMENT AGREEMENT, OR BY**
29 **VOLUNTARY AGREEMENT, THE MANUFACTURER OR FACTORY BRANCH SHALL**
30 **NOTIFY THE MOTOR VEHICLE ADMINISTRATION IN WRITING WITHIN 15 DAYS**
31 **AFTER THE RETURN OF THE COMMERCIAL TRUCK.**

1 **(G) (1) (I) IF A COMMERCIAL TRUCK THAT IS RETURNED TO THE**
2 **MANUFACTURER EITHER UNDER THIS SUBTITLE OR BY JUDGMENT, DECREE,**
3 **ARBITRATION AWARD, OR SETTLEMENT AGREEMENT, OR BY VOLUNTARY**
4 **AGREEMENT IN THIS OR ANY OTHER STATE AND IS THEN TRANSFERRED TO A**
5 **DEALER IN THIS STATE, THE MANUFACTURER SHALL DISCLOSE THIS**
6 **INFORMATION TO THE DEALER.**

7 **(II) THE MANUFACTURER'S DISCLOSURE UNDER THIS**
8 **PARAGRAPH SHALL BE IN WRITING ON A SEPARATE PIECE OF PAPER IN**
9 **10 POINT, ALL-CAPITAL TYPE AND SHALL STATE IN A CLEAR AND CONSPICUOUS**
10 **MANNER:**

11 **1. THAT THE COMMERCIAL TRUCK WAS RETURNED**
12 **TO THE MANUFACTURER OR FACTORY BRANCH;**

13 **2. THE NATURE OF THE DEFECT, IF ANY, THAT**
14 **RESULTED IN THE RETURN; AND**

15 **3. THE CONDITION OF THE COMMERCIAL TRUCK AT**
16 **THE TIME THAT IT IS TRANSFERRED TO THE DEALER.**

17 **(2) (I) IF THE RETURNED VEHICLE IS THEN MADE AVAILABLE**
18 **FOR RESALE, THE SELLER SHALL PROVIDE A COPY OF THE MANUFACTURER'S**
19 **DISCLOSURE FORM TO THE CONSUMER BEFORE THE SALE.**

20 **(II) IF THE RETURNED VEHICLE IS SOLD, THE SELLER**
21 **SHALL SEND A COPY OF THE MANUFACTURER'S DISCLOSURE FORM, SIGNED BY**
22 **THE CONSUMER, TO THE MOTOR VEHICLE ADMINISTRATION.**

23 **(H) THIS SECTION DOES NOT LIMIT THE RIGHTS OR REMEDIES THAT**
24 **ARE OTHERWISE AVAILABLE TO A CONSUMER UNDER ANY OTHER LAW,**
25 **INCLUDING ANY IMPLIED WARRANTIES.**

26 **(I) (1) IF A MANUFACTURER OR FACTORY BRANCH HAS**
27 **ESTABLISHED AN INFORMAL DISPUTE SETTLEMENT PROCEDURE SIMILAR TO**
28 **THAT WHICH APPLIES TO CONSUMER MOTOR VEHICLE PURCHASES UNDER**
29 **TITLE 16, C.F.R., PART 703 AND SUBTITLE 15 OF THIS TITLE, A CONSUMER**

1 MAY RESORT TO THAT PROCEDURE BEFORE SUBSECTION (C) OF THIS SECTION
2 APPLIES.

3 (2) A CONSUMER WHO HAS RESORTED TO AN INFORMAL DISPUTE
4 SETTLEMENT PROCEDURE MAY NOT BE PRECLUDED FROM SEEKING THE
5 RIGHTS OR REMEDIES AVAILABLE BY LAW.

6 (J) (1) ANY AGREEMENT ENTERED INTO BY A CONSUMER FOR THE
7 PURCHASE OF A NEW COMMERCIAL TRUCK THAT WAIVES, LIMITS, OR DISCLAIMS
8 THE RIGHTS SET FORTH IN THIS SECTION IS VOID.

9 (2) THE RIGHTS AVAILABLE TO A CONSUMER UNDER THIS
10 SECTION SHALL RUN TO THE BENEFIT OF ANY SUBSEQUENT TRANSFEREE OF A
11 NEW COMMERCIAL TRUCK FOR THE DURATION OF THE APPLICABLE
12 WARRANTIES.

13 (K) ANY ACTION BROUGHT UNDER THIS SECTION SHALL BE
14 COMMENCED WITHIN 3 YEARS AFTER THE DATE OF ORIGINAL DELIVERY OF THE
15 COMMERCIAL TRUCK TO THE CONSUMER.

16 (L) (1) A COURT MAY AWARD REASONABLE ATTORNEY'S FEES TO A
17 PREVAILING PLAINTIFF UNDER THIS SECTION.

18 (2) IF IT APPEARS TO THE SATISFACTION OF THE COURT THAT AN
19 ACTION IS BROUGHT IN BAD FAITH OR IS OF A FRIVOLOUS NATURE, THE COURT
20 MAY ORDER THE OFFENDING PARTY TO PAY TO THE OTHER PARTY REASONABLE
21 ATTORNEY'S FEES.

22 **14-15A-04.**

23 (A) THE MOTOR VEHICLE ADMINISTRATION SHALL:

24 (1) DEVELOP A NOTICE THAT DESCRIBES THE RIGHTS PROVIDED
25 TO CONSUMERS UNDER THIS SUBTITLE;

26 (2) MAKE THE NOTICE AVAILABLE TO ALL DEALERS THAT SELL IN
27 THIS STATE NEW COMMERCIAL TRUCKS SUBJECT TO THIS SUBTITLE; AND

1 **(3) ADOPT REGULATIONS AS NECESSARY TO IMPLEMENT THE**
2 **PROVISIONS OF THIS SECTION.**

3 **(B) THE NOTICE SHALL:**

4 **(1) BE WRITTEN IN SIMPLE AND READABLE PLAIN LANGUAGE;**
5 **AND**

6 **(2) CONTAIN SUFFICIENT DETAIL TO FULLY INFORM CONSUMERS**
7 **ABOUT THE RIGHTS AND REMEDIES AVAILABLE UNDER THIS SUBTITLE AND THE**
8 **PROCEDURES TO FOLLOW TO ENFORCE THOSE RIGHTS AND REMEDIES.**

9 **(C) EACH DEALER THAT SELLS A NEW COMMERCIAL TRUCK IN THE**
10 **STATE SHALL PROVIDE TO THE PURCHASER, AT THE TIME OF THE SALE OR**
11 **DELIVERY OF THE COMMERCIAL TRUCK, A COPY OF THE NOTICE DEVELOPED BY**
12 **THE MOTOR VEHICLE ADMINISTRATION UNDER THIS SECTION.**

13 **14-15A-05.**

14 **(A) (1) SUBJECT TO SUBSECTION (B) OF THIS SECTION, IF A DEALER,**
15 **MANUFACTURER, FACTORY BRANCH, OR DISTRIBUTOR IS REQUIRED UNDER A**
16 **JUDGMENT, DECREE, ARBITRATION AWARD, OR SETTLEMENT AGREEMENT TO**
17 **ACCEPT, OR BY VOLUNTARY AGREEMENT ACCEPTS, RETURN OF A COMMERCIAL**
18 **TRUCK FROM A CONSUMER, THE CONSUMER SHALL BE ENTITLED TO RECOVER**
19 **FROM THE MOTOR VEHICLE ADMINISTRATION THE EXCISE TAXES ORIGINALLY**
20 **PAID BY THE CONSUMER.**

21 **(2) (I) SUBJECT TO SUBSECTION (B) OF THIS SECTION, IF A**
22 **DEALER, MANUFACTURER, FACTORY BRANCH, OR DISTRIBUTOR REPLACES A**
23 **COMMERCIAL TRUCK WITH A COMPARABLE COMMERCIAL TRUCK UNDER §**
24 **14-15A-03(C)(1)(I) OF THIS SUBTITLE, THE MOTOR VEHICLE ADMINISTRATION**
25 **SHALL ALLOW A CREDIT AGAINST THE EXCISE TAX IMPOSED FOR THE**
26 **REPLACEMENT VEHICLE IN THE AMOUNT OF THE EXCISE TAXES ORIGINALLY**
27 **PAID BY THE CONSUMER FOR THE RETURNED VEHICLE.**

28 **(II) 1. IF THE EXCISE TAX ON THE REPLACEMENT**
29 **VEHICLE EXCEEDS THE CREDIT ALLOWED UNDER SUBPARAGRAPH (I) OF THIS**
30 **PARAGRAPH, THE DEALER SHALL COLLECT ONLY THAT PORTION OF EXCISE TAX**
31 **DUE; OR**

1 **2. IF THE EXCISE TAX ON THE VEHICLE BEING**
2 **REPLACED EXCEEDS THE EXCISE TAX ON THE REPLACEMENT VEHICLE, THE**
3 **CONSUMER SHALL BE ENTITLED TO RECOVER FROM THE MOTOR VEHICLE**
4 **ADMINISTRATION THE EXCESS OF THE EXCISE TAX PAID.**

5 **(B) THE EXCISE TAXES THAT A CONSUMER IS ENTITLED TO RECOVER**
6 **UNDER THIS SECTION SHALL BE CALCULATED BASED ON THE AMOUNT OF THE**
7 **PURCHASE PRICE OR ANY PORTION OF THE PURCHASE PRICE OF THE**
8 **COMMERCIAL TRUCK THAT THE DEALER, MANUFACTURER, FACTORY BRANCH,**
9 **OR DISTRIBUTOR REFUNDS TO THE CONSUMER.**

10 **(C) A DEALER, MANUFACTURER, FACTORY BRANCH, OR DISTRIBUTOR**
11 **THAT IS REQUIRED UNDER A JUDGMENT, DECREE, ARBITRATION AWARD, OR**
12 **SETTLEMENT AGREEMENT TO ACCEPT, OR WHO ACCEPTS, BY VOLUNTARY**
13 **AGREEMENT, RETURN OF A COMMERCIAL TRUCK SHALL NOTIFY THE CONSUMER**
14 **IN WRITING THAT THE CONSUMER IS ENTITLED TO RECOVER THE EXCISE TAX**
15 **FROM THE MOTOR VEHICLE ADMINISTRATION.**

16 **14-15A-06.**

17 **(A) A VIOLATION OF THIS SUBTITLE IS AN UNFAIR OR DECEPTIVE**
18 **TRADE PRACTICE UNDER TITLE 13 OF THIS ARTICLE.**

19 **(B) IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE**
20 **UNDER THIS SUBTITLE, IF A MANUFACTURER, FACTORY BRANCH, OR**
21 **DISTRIBUTOR IS FOUND TO HAVE ACTED IN BAD FAITH, THE COURT MAY AWARD**
22 **THE CONSUMER DAMAGES NOT EXCEEDING \$10,000 FOR EACH ACTION IN BAD**
23 **FAITH.**

24 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
25 October 1, 2007.