

SENATE BILL 990

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5lr2888
CF 5lr2532

By: **Senator Gallion**

Introduced and read first time: January 30, 2025

Assigned to: Rules

A BILL ENTITLED

1 AN ACT concerning

2 **Consumer Protection – Agricultural Equipment Warranties**

3 FOR the purpose of requiring, for purposes of making a claim under a warranty for certain
4 agricultural equipment, a consumer to provide written notice to certain parties to
5 report a nonconformity, defect, or condition occurring in the agricultural equipment;
6 requiring a consumer to provide an opportunity for certain parties to correct the
7 nonconformity, defect, or condition; requiring certain parties to correct the
8 nonconformity, defect, or condition in a certain manner; requiring certain parties to
9 provide a consumer with the opportunity to replace agricultural equipment or receive
10 a refund under certain circumstances; making a violation of this Act an unfair,
11 abusive, or deceptive trade practice that is subject to enforcement and penalties
12 under the Maryland Consumer Protection Act; and generally relating to the
13 enforcement of warranties for agricultural equipment.

14 BY repealing and reenacting, with amendments,
15 Article – Commercial Law
16 Section 13–301(14)(xlii)
17 Annotated Code of Maryland
18 (2013 Replacement Volume and 2024 Supplement)

19 BY repealing and reenacting, without amendments,
20 Article – Commercial Law
21 Section 13–301(14)(xliii)
22 Annotated Code of Maryland
23 (2013 Replacement Volume and 2024 Supplement)

24 BY adding to
25 Article – Commercial Law
26 Section 13–301(14)(xliv); and 14–15A–01 through 14–15A–04 to be under the new
27 subtitle “Subtitle 15A. Agricultural Equipment Warranty Enforcement Act”
28 Annotated Code of Maryland

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2013 Replacement Volume and 2024 Supplement)

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

Article – Commercial Law

13–301.

Unfair, abusive, or deceptive trade practices include any:

(14) Violation of a provision of:

(xlii) Section 12–6C–09.1 of the Health Occupations Article; [or]

(xliii) Title 14, Subtitle 48 of this article; or

(XLIV) TITLE 14, SUBTITLE 15A OF THIS ARTICLE; OR

SUBTITLE 15A. AGRICULTURAL EQUIPMENT WARRANTY ENFORCEMENT ACT.

14–15A–01.

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

(B) “AGRICULTURAL EQUIPMENT” MEANS ANY SELF–PROPELLED VEHICLE DESIGNED PRIMARILY FOR AND USED IN THE OCCUPATION OR BUSINESS OF FARMING.

(C) “CONSUMER” MEANS:

(1) THE PURCHASER OF NEW AGRICULTURAL EQUIPMENT OTHER THAN FOR PURPOSES OF RESALE;

(2) A PERSON TO WHOM NEW AGRICULTURAL EQUIPMENT IS TRANSFERRED DURING THE DURATION OF THE WARRANTY APPLICABLE TO THE AGRICULTURAL EQUIPMENT; OR

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

(D) “MANUFACTURER, FACTORY BRANCH, OR AUTHORIZED DEALER” MEANS A PERSON ENGAGED IN THE BUSINESS OF MANUFACTURING, ASSEMBLING, OR DEALING AGRICULTURAL EQUIPMENT, AS APPLICABLE.

1 (E) "WARRANTY" INCLUDES A WARRANTY AS DESCRIBED IN §§ 2-312
2 THROUGH 2-315 OF THIS ARTICLE, AS APPLICABLE.

3 (F) "WARRANTY PERIOD" MEANS THE LATER OF:

4 (1) THE PERIOD OF TIME STATED UNDER THE TERMS OF AN EXPRESS
5 WRITTEN WARRANTY; OR

6 (2) THE FIRST YEAR IMMEDIATELY FOLLOWING THE ORIGINAL DATE
7 OF DELIVERY OF THE EQUIPMENT TO THE FIRST CONSUMER.

8 14-15A-02.

9 (A) (1) (I) IF AGRICULTURAL EQUIPMENT DOES NOT CONFORM TO ALL
10 APPLICABLE WARRANTIES DURING THE WARRANTY PERIOD, THE CONSUMER,
11 DURING THE WARRANTY PERIOD, SHALL REPORT THE NONCONFORMITY, DEFECT,
12 OR CONDITION BY PROVIDING WRITTEN NOTICE TO THE MANUFACTURER OR
13 FACTORY BRANCH BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

14 (II) NOTICE OF THE REQUIREMENT UNDER SUBPARAGRAPH (I)
15 OF THIS PARAGRAPH SHALL BE CONSPICUOUSLY DISCLOSED TO THE CONSUMER IN
16 WRITING AT THE TIME OF SALE OR DELIVERY OF THE AGRICULTURAL EQUIPMENT.

17 (2) THE CONSUMER SHALL PROVIDE AN OPPORTUNITY FOR THE
18 MANUFACTURER OR FACTORY BRANCH OR ITS AGENT TO CORRECT THE
19 NONCONFORMITY, DEFECT, OR CONDITION.

20 (3) THE MANUFACTURER OR FACTORY BRANCH, ITS AGENT, OR ITS
21 AUTHORIZED DEALER SHALL CORRECT THE NONCONFORMITY, DEFECT, OR
22 CONDITION:

23 (I) AT NO CHARGE TO THE CONSUMER REGARDLESS OF
24 WHETHER THE REPAIRS ARE MADE AFTER THE EXPIRATION OF THE WARRANTY
25 PERIOD; AND

26 (II) WITHIN 30 DAYS AFTER THE MANUFACTURER'S OR
27 FACTORY DEALER'S RECEIPT OF THE CONSUMER'S NOTIFICATION OF THE
28 NONCONFORMITY, DEFECT, OR CONDITION UNDER PARAGRAPH (1) OF THIS
29 SUBSECTION.

30 (B) (1) SUBJECT TO SUBSECTION (C) OF THIS SECTION, IF, AFTER A
31 REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER OR FACTORY BRANCH,

1 ITS AGENT, OR ITS AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY
2 DEFECT OR CONDITION THAT SUBSTANTIALLY IMPAIRS THE USE AND MARKET
3 VALUE OF THE AGRICULTURAL EQUIPMENT TO THE CONSUMER, THE
4 MANUFACTURER OR FACTORY BRANCH, AT THE OPTION OF THE CONSUMER, SHALL:

5 (I) REPLACE THE AGRICULTURAL EQUIPMENT WITH
6 COMPARABLE AGRICULTURAL EQUIPMENT THAT IS ACCEPTABLE TO THE
7 CONSUMER; OR

8 (II) ACCEPT RETURN OF THE AGRICULTURAL EQUIPMENT
9 FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE
10 INCLUDING ALL LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR
11 GOVERNMENTAL CHARGES, LESS A REASONABLE ALLOWANCE FOR:

12 1. THE CONSUMER'S USE OF THE EQUIPMENT NOT TO
13 EXCEED 15% OF THE PURCHASE PRICE; AND

14 2. DAMAGE THAT IS NOT ATTRIBUTABLE TO NORMAL
15 WEAR OR A NONCONFORMITY, DEFECT, OR CONDITION.

16 (2) THE MANUFACTURER OR FACTORY BRANCH SHALL MAKE
17 REFUNDS UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE CONSUMER AND
18 LIENHOLDER, IF ANY, AS THEIR INTERESTS APPEAR.

19 (3) IT IS AN AFFIRMATIVE DEFENSE TO A CLAIM UNDER PARAGRAPH
20 (1) OF THIS SUBSECTION THAT THE NONCONFORMITY, DEFECT, OR CONDITION:

21 (I) DOES NOT SUBSTANTIALLY IMPAIR THE USE AND MARKET
22 VALUE OF THE AGRICULTURAL EQUIPMENT; OR

23 (II) IS THE RESULT OF ABUSE, NEGLIGENCE, OR UNAUTHORIZED
24 MODIFICATIONS OR ALTERATIONS OF THE AGRICULTURAL EQUIPMENT.

25 (C) (1) IT SHALL BE PRESUMED THAT A REASONABLE NUMBER OF
26 ATTEMPTS HAVE BEEN MADE TO CONFORM AGRICULTURAL EQUIPMENT TO THE
27 APPLICABLE WARRANTIES IF:

28 (I) THE SAME NONCONFORMITY, DEFECT, OR CONDITION HAS
29 BEEN SUBJECT TO REPAIR FOUR OR MORE TIMES BY THE MANUFACTURER OR
30 FACTORY BRANCH OR ITS AGENTS OR AUTHORIZED DEALERS WITHIN THE
31 WARRANTY PERIOD, BUT THE NONCONFORMITY, DEFECT, OR CONDITION
32 CONTINUES TO EXIST; OR

1 **(II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE**
2 **AGRICULTURAL EQUIPMENT IS OUT OF SERVICE FOR A CUMULATIVE TOTAL OF 30**
3 **OR MORE CALENDAR DAYS DURING THE WARRANTY PERIOD DUE TO THE REPAIR OR**
4 **ATTEMPTED REPAIR OF ONE OR MORE NONCONFORMITIES, DEFECTS, OR**
5 **CONDITIONS.**

6 **(2) THE 30-DAY PERIOD DESCRIBED UNDER PARAGRAPH (1)(II) OF**
7 **THIS SUBSECTION DOES NOT INCLUDE A DAY ON WHICH A CONSUMER HAS BEEN**
8 **OFFERED OR PROVIDED BY A MANUFACTURER OR FACTORY BRANCH OR ITS**
9 **AUTHORIZED DEALERS WITH THE USE OF OTHER AGRICULTURAL EQUIPMENT THAT**
10 **PERFORMS THE SAME FUNCTION AS THE CONSUMER'S AGRICULTURAL EQUIPMENT**
11 **BEING REPAIRED.**

12 **(D) THE TERM OF A WARRANTY, THE WARRANTY PERIOD, AND THE 30-DAY**
13 **OUT-OF-SERVICE PERIOD DESCRIBED UNDER SUBSECTION (C)(1)(II) OF THIS**
14 **SECTION SHALL BE EXTENDED BY ANY TIME DURING WHICH REPAIR SERVICES ARE**
15 **NOT AVAILABLE TO THE CONSUMER BY REASON OF WAR, INVASION, STRIKE, OR**
16 **FIRE, FLOOD, OR OTHER NATURAL DISASTER.**

17 **(E) THE PRESUMPTION DESCRIBED UNDER SUBSECTION (C) OF THIS**
18 **SECTION DOES NOT APPLY AGAINST A MANUFACTURER IF THE MANUFACTURER HAS**
19 **NOT BEEN PROVIDED BY THE CONSUMER:**

20 **(1) PRIOR DIRECT WRITTEN NOTIFICATION IN ACCORDANCE WITH**
21 **SUBSECTION (A)(1) OF THIS SECTION; AND**

22 **(2) THE OPPORTUNITY TO CORRECT THE ALLEGED**
23 **NONCONFORMITY, DEFECT, OR CONDITION IN ACCORDANCE WITH SUBSECTION**
24 **(A)(2) OF THIS SECTION.**

25 **(F) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A CONSUMER**
26 **WHO SUFFERS A LOSS BECAUSE OF A VIOLATION OF A PROVISION OF THIS SECTION**
27 **MAY BRING A CIVIL ACTION TO ENFORCE THE PROVISION.**

28 **(2) AN ACTION BROUGHT UNDER PARAGRAPH (1) OF THIS**
29 **SUBSECTION SHALL BE COMMENCED NOT LATER THAN:**

30 **(I) 6 MONTHS AFTER THE EXPIRATION OF THE EXPRESSLY**
31 **WRITTEN WARRANTY TERM; OR**

32 **(II) 24 MONTHS AFTER THE DATE OF ORIGINAL DELIVERY OF**
33 **THE AGRICULTURAL EQUIPMENT TO THE CONSUMER.**

1 **14-15A-03.**

2 **THIS SUBTITLE MAY NOT BE CONSTRUED TO LIMIT OR IMPAIR A RIGHT OR**
3 **REMEDY THAT IS OTHERWISE AVAILABLE TO A CONSUMER UNDER ANY OTHER LAW.**

4 **14-15A-04.**

5 **(A) A VIOLATION OF THIS SUBTITLE IS:**

6 **(1) AN UNFAIR, ABUSIVE, OR DECEPTIVE TRADE PRACTICE WITHIN**
7 **THE MEANING OF TITLE 13 OF THIS ARTICLE; AND**

8 **(2) SUBJECT TO THE PENALTY AND ENFORCEMENT PROVISIONS**
9 **CONTAINED IN TITLE 13 OF THIS ARTICLE.**

10 **(B) IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE UNDER**
11 **THIS SUBTITLE, IF A MANUFACTURER OR FACTORY BRANCH OR ITS AGENT OR**
12 **AUTHORIZED DISTRIBUTOR IS FOUND TO HAVE ACTED IN BAD FAITH, THE COURT**
13 **MAY AWARD THE CONSUMER DAMAGES OF UP TO \$10,000.**

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
15 apply only prospectively and may not be applied or interpreted to have any effect on or
16 application to any agricultural equipment, as defined in § 14-15A-01 of the Commercial
17 Law Article, as enacted by Section 1 of this Act, purchased before the effective date of this
18 Act.

19 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 October 1, 2025.