

SENATE BILL 849

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6lr3093
CF 6lr2718

By: Senator Gallion

Introduced and read first time: February 6, 2026

Assigned to: Finance

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)(xlvii)
17 Annotated Code of Maryland
18 (2025 Replacement Volume)

19 BY repealing and reenacting, without amendments,
20 Article – Commercial Law
21 Section 13–301(14)(xlviii)
22 Annotated Code of Maryland
23 (2025 Replacement Volume)

24 BY adding to
25 Article – Commercial Law
26 Section 13–301(14)(xlii); and 14–15A–01 through 14–15A–05 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.



1 (2025 Replacement Volume)

2 BY repealing and reenacting, without amendments,
3 Article – Criminal Law
4 Section 6–401(b)
5 Annotated Code of Maryland
6 (2021 Replacement Volume and 2025 Supplement)

7 BY repealing and reenacting, without amendments,
8 Article – Transportation
9 Section 11–103.3 and 11–159
10 Annotated Code of Maryland
11 (2020 Replacement Volume and 2025 Supplement)

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

14 **Article – Commercial Law**

15 13–301.

16 Unfair, abusive, or deceptive trade practices include any:

17 (14) Violation of a provision of:

18 (xlvii) Title 14, Subtitle 50 of this article; [or]

19 (xlviii) Section 13–411.1(c)(2) of the Transportation Article; or

20 (XLIX) **TITLE 14, SUBTITLE 15A OF THIS ARTICLE; OR**

21 **SUBTITLE 15A. AGRICULTURAL EQUIPMENT WARRANTY ENFORCEMENT ACT.**

22 **14–15A–01.**

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

25 (B) (1) “**AGRICULTURAL EQUIPMENT**” MEANS ANY SELF–PROPELLED
26 VEHICLE DESIGNED PRIMARILY FOR AND USED IN THE OCCUPATION OR BUSINESS
27 OF FARMING.

28 (2) “**AGRICULTURAL EQUIPMENT**” DOES NOT INCLUDE:

3 (II) AN ALL-TERRAIN VEHICLE AS DEFINED IN § 11-103.3 OF
4 THE TRANSPORTATION ARTICLE;

5 (III) SPECIAL MOBILE EQUIPMENT AS DEFINED IN § 11-159 OF
6 THE TRANSPORTATION ARTICLE;

7 (IV) EQUIPMENT UNDER 25 HORSEPOWER;

8 (V) A LAWN TRACTOR; OR

9 (VI) A LAWN MOWER.

10 (C) "CONSUMER" MEANS:

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

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

21 (E) "SEASON OF USE" MEANS ANY PERIOD WHEN THE AGRICULTURAL
22 EQUIPMENT IS ACTIVELY EMPLOYED IN THE ROUTINE OPERATIONS OF A FARMING
23 BUSINESS.

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

26 (G) "WARRANTY PERIOD" MEANS THE LATER OF:

3 14-15A-02.

4 **THIS SUBTITLE APPLIES ONLY TO AGRICULTURAL EQUIPMENT SOLD ON OR**
5 **AFTER JANUARY 1, 2026.**

6 14-5A-03.

12 (II) IT SHALL BE THE DUTY OF A DEALER TO NOTIFY THE
13 MANUFACTURER OF ANY NOTICE RECEIVED UNDER SUBPARAGRAPH (I) OF THIS
14 PARAGRAPH.

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

28 (B) (1) SUBJECT TO SUBSECTION (C) OF THIS SECTION, IF, AFTER A
29 REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER OR FACTORY BRANCH,
30 ITS AGENT, OR ITS AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY
31 DEFECT OR CONDITION THAT SUBSTANTIALLY IMPAIRS THE USE AND MARKET
32 VALUE OF THE AGRICULTURAL EQUIPMENT TO THE CONSUMER, THE
33 MANUFACTURER OR FACTORY BRANCH, AT THE OPTION OF THE CONSUMER, SHALL:

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

1. THE CONSUMER'S USE OF THE EQUIPMENT; AND

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

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

19 (II) IS THE RESULT OF ABUSE, NEGLECT, OR UNAUTHORIZED
20 MODIFICATIONS OR ALTERATIONS OF THE AGRICULTURAL EQUIPMENT.

21 (c) (1) IT SHALL BE PRESUMED THAT A REASONABLE NUMBER OF
22 ATTEMPTS HAVE BEEN MADE TO CONFORM AGRICULTURAL EQUIPMENT TO THE
23 APPLICABLE WARRANTIES IF:

29 (II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE
30 AGRICULTURAL EQUIPMENT IS OUT OF SERVICE DURING THE SEASON OF USE FOR A
31 CUMULATIVE TOTAL OF 30 OR MORE CALENDAR DAYS DURING THE WARRANTY

1 PERIOD DUE TO THE REPAIR OR ATTEMPTED REPAIR OF ONE OR MORE
2 NONCONFORMITIES, DEFECTS, OR CONDITIONS.

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

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

14 (E) THE PRESUMPTION DESCRIBED UNDER SUBSECTION (C) OF THIS
15 SECTION DOES NOT APPLY AGAINST A MANUFACTURER IF A CONSUMER HAS NOT
16 PROVIDED:

17 (1) PRIOR DIRECT WRITTEN NOTIFICATION IN ACCORDANCE WITH
18 SUBSECTION (A)(1) OF THIS SECTION; AND

19 (2) THE OPPORTUNITY TO CORRECT THE ALLEGED
20 NONCONFORMITY, DEFECT, OR CONDITION IN ACCORDANCE WITH SUBSECTION
21 (A)(2) OF THIS SECTION.

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

25 (2) AN ACTION BROUGHT UNDER PARAGRAPH (1) OF THIS
26 SUBSECTION SHALL BE COMMENCED NOT LATER THAN:

27 (I) 6 MONTHS AFTER THE EARLIER OF 600 HOURS OF
28 OPERATION OR THE EXPIRATION OF THE EXPRESSLY WRITTEN WARRANTY TERM; OR

29 (II) 24 MONTHS AFTER THE EARLIER OF 600 HOURS OF
30 OPERATION OR THE DATE OF ORIGINAL DELIVERY OF THE AGRICULTURAL
31 EQUIPMENT TO THE CONSUMER.

32 14-15A-04.

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

3 14-15A-05.

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

Article – Criminal Law

14 6-401.

15 (b) (1) "Off-road vehicle" means a motorized vehicle designed for or capable of
16 cross-country travel on or immediately over land, water, snow, ice, marsh, swampland, or
17 other natural terrain.

18 (2) "Off-road vehicle" includes:

19 (i) a four-wheel drive or low-pressure-tire vehicle;

20 (ii) a motorcycle or a related two-wheel vehicle;

21 (iii) an amphibious machine;

22 (iv) a ground-effect vehicle; and

23 (v) an air-cushion vehicle.

Article – Transportation

25 11-103.3.

26 "All-terrain vehicle" means a motor vehicle that:

27 (1) (i) Is designed for off-highway use;

- (ii) Operates on at least three low-pressure tires;
- (iii) Has a seat or saddle designed to be straddled by the operator;
- (iv) Has handlebars for steering;
- (v) Is intended by the manufacturer to be operated by a single person;
- (vi) May be designed to carry one passenger; or
 - (i) Is designed for off-highway use;
 - (ii) Operates on four or more low-pressure tires;
 - (iii) Has a bench or bucket-style seating; and
 - (iv) Has a steering wheel for steering.

11 11-159.

12 (a) “Special mobile equipment” means, except as provided in subsection (c) of this
13 section, a vehicle that:

14 (1) Is not used primarily for highway transportation of people or property;
15 and

16 (2) Is operated or moved on a highway only as an incident to its
17 nonhighway use.

18 (b) "Special mobile equipment" includes a road construction or maintenance
19 machine, mobile crane, ditchdigger, well driller, concrete mixer, jobsite office vehicle, or
20 portable power generator.

21 (c) "Special mobile equipment" does not include a farm tractor or any farm
22 equipment.

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
24 October 1, 2026.