

# SENATE BILL 849

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By: **Senator Gallion**

Introduced and read first time: February 6, 2026

Assigned to: Finance

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## 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)(xlix); 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

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2025 Replacement Volume)

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

BY repealing and reenacting, without amendments,  
Article – Transportation  
Section 11–103.3 and 11–159  
Annotated Code of Maryland  
(2020 Replacement Volume and 2025 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:

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

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

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

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

1                   (I)    AN OFF-ROAD VEHICLE AS DEFINED IN § 6-401(B) OF THE  
2 CRIMINAL LAW ARTICLE;

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:

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

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

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:

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

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

**14-15A-02.**

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

**14-5A-03.**

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

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

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

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

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

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

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

1                   **(I) REPLACE THE AGRICULTURAL EQUIPMENT WITH**  
2 **COMPARABLE AGRICULTURAL EQUIPMENT THAT IS ACCEPTABLE TO THE**  
3 **CONSUMER; OR**

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:**

8                   **1. THE CONSUMER’S USE OF THE EQUIPMENT; AND**

9                   **2. DAMAGE THAT IS NOT ATTRIBUTABLE TO NORMAL**  
10 **WEAR OR A NONCONFORMITY, DEFECT, OR CONDITION.**

11                   **(2) THE MANUFACTURER OR FACTORY BRANCH SHALL MAKE**  
12 **REFUNDS UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE CONSUMER AND**  
13 **LIENHOLDER, IF ANY, AS THE INTERESTS OF THE CONSUMER AND LIENHOLDER, IF**  
14 **ANY, APPEAR.**

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:**

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

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.**

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

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

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

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

13                               **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.

24                               **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 operator; and
  - (vi) May be designed to carry one passenger; or
- (2) (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.

11–159.

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

- (1) Is not used primarily for highway transportation of people or property; and
- (2) Is operated or moved on a highway only as an incident to its nonhighway use.

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

(c) “Special mobile equipment” does not include a farm tractor or any farm equipment.

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