

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1702

Chapter 14, Laws of 1995

54th Legislature
1995 Regular Session

Wheelchair warranties

EFFECTIVE DATE: 7/23/95

Passed by the House March 7, 1995
Yeas 96 Nays 0

CLYDE BALLARD

**Speaker of the
House of Representatives**

Passed by the Senate April 4, 1995
Yeas 44 Nays 0

JOEL PRITCHARD

President of the Senate

Approved April 12, 1995

MIKE LOWRY

Governor of the State of Washington

CERTIFICATE

I, Timothy A. Martin, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1702** as passed by the House of Representatives and the Senate on the dates hereon set forth.

TIMOTHY A. MARTIN

Chief Clerk

FILED

April 12, 1995 - 11:15 a.m.

**Secretary of State
State of Washington**

HOUSE BILL 1702

Passed Legislature - 1995 Regular Session

State of Washington 54th Legislature 1995 Regular Session

By Representatives Horn, Romero, Cole, Carlson, Cody, Cooke, Rust, Poulson, Voloria, Mitchell, Reams, Jacobsen, Fuhrman and Costa

Read first time 02/06/95. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to wheelchair warranties; and amending RCW
2 19.184.010, 19.184.020, and 19.184.030.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 19.184.010 and 1994 c 104 s 1 are each amended to read
5 as follows:

6 Unless the context clearly requires otherwise, the definitions in
7 this section apply throughout this chapter.

8 (1) "Collateral costs" means expenses incurred by a consumer in
9 connection with the repair of a nonconformity, including the costs of
10 obtaining an alternative wheelchair or other device assisting mobility.

11 (2) "Consumer" means any of the following:

12 (a) The purchaser of a ((motorized)) wheelchair, if the
13 ((motorized)) wheelchair was purchased from a ((motorized)) wheelchair
14 dealer or manufacturer for purposes other than resale;

15 (b) A person to whom a ((motorized)) wheelchair is transferred for
16 purposes other than resale, if the transfer occurs before the
17 expiration of an express warranty applicable to the ((motorized))
18 wheelchair;

1 (c) A person who may enforce a warranty on a ((motorized))
2 wheelchair; or

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

5 (3) "Demonstrator" means a ((motorized)) wheelchair used primarily
6 for the purpose of demonstration to the public.

7 (4) "Early termination cost" means an expense or obligation that a
8 ((motorized)) wheelchair lessor incurs as a result of both the
9 termination of a written lease before the termination date set forth in
10 the lease and the return of a ((motorized)) wheelchair to a
11 manufacturer under RCW 19.184.030(2)(b). "Early termination cost"
12 includes a penalty for prepayment under a finance arrangement.

13 (5) "Early termination savings" means an expense or obligation that
14 a ((motorized)) wheelchair lessor avoids as a result of both the
15 termination of a written lease before the termination date set forth in
16 the lease and the return of a ((motorized)) wheelchair to a
17 manufacturer under RCW 19.184.030(2)(b). "Early termination savings"
18 includes an interest charge that the ((motorized)) wheelchair lessor
19 would have paid to finance the ((motorized)) wheelchair or, if the
20 ((motorized)) wheelchair lessor does not finance the ((motorized))
21 wheelchair, the difference between the total amount for which the lease
22 obligates the consumer during the period of the lease term remaining
23 after the early termination and the present value of that amount at the
24 date of the early termination.

25 (6) "Manufacturer" means a person who manufactures or assembles
26 ((motorized)) wheelchairs and agents of the person, including an
27 importer, a distributor, factory branch, distributor branch, and a
28 warrantor of the manufacturer's ((motorized)) wheelchairs, but does not
29 include a ((motorized)) wheelchair dealer.

30 ~~(7) ("Motorized wheelchair" means a motor driven wheelchair,~~
31 ~~including a demonstrator, that a consumer purchases or accepts transfer~~
32 ~~of in this state.~~

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

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

38 ~~(10))~~ "Nonconformity" means a condition or defect that
39 substantially impairs the use, value, or safety of a ((motorized))

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

6 ((+11)) (8) "Reasonable attempt to repair" means any of the
7 following occurring within the term of an express warranty applicable
8 to a new ((motorized)) wheelchair or within one year after first
9 delivery of a ((motorized)) wheelchair to a consumer, whichever is
10 sooner:

11 (a) An attempted repair by the manufacturer, ((motorized))
12 wheelchair lessor, or the manufacturer's authorized ((motorized))
13 dealer is made to the same warranty nonconformity at least four times
14 and the nonconformity continues; or

15 (b) The ((motorized)) wheelchair is out of service for an aggregate
16 of at least thirty days because of warranty nonconformity.

17 (9) "Wheelchair" means a wheelchair, including a demonstrator, that
18 a consumer purchases or accepts transfer of in this state.

19 (10) "Wheelchair dealer" means a person who is in the business of
20 selling wheelchairs.

21 (11) "Wheelchair lessor" means a person who leases a wheelchair to
22 a consumer, or who holds the lessor's rights, under a written lease.

23 **Sec. 2.** RCW 19.184.020 and 1994 c 104 s 2 are each amended to read
24 as follows:

25 A manufacturer who sells a ((motorized)) wheelchair to a consumer,
26 either directly or through a ((motorized)) wheelchair dealer, shall
27 furnish the consumer with an express warranty for the ((motorized))
28 wheelchair. The duration of the express warranty must be for at least
29 one year after the first delivery of the ((motorized)) wheelchair to
30 the consumer. If the manufacturer fails to furnish an express warranty
31 as required under this section, the ((motorized)) wheelchair is covered
32 by an implied warranty as if the manufacturer had furnished an express
33 warranty to the consumer as required under this section.

34 **Sec. 3.** RCW 19.184.030 and 1994 c 104 s 3 are each amended to read
35 as follows:

36 (1) If a new ((motorized)) wheelchair does not conform to an
37 applicable express warranty and the consumer reports the nonconformity

1 to the manufacturer, the ((motorized)) wheelchair lessor, or any of the
2 manufacturer's authorized ((motorized)) wheelchair dealers and makes
3 the ((motorized)) wheelchair available for repair before one year after
4 first delivery of the ((motorized)) wheelchair to the consumer, the
5 nonconformity must be repaired.

6 (2) If, after a reasonable attempt to repair, the nonconformity is
7 not repaired, the manufacturer shall do one of the following, whichever
8 is appropriate:

9 (a) At the direction of a consumer described under RCW
10 19.184.010(2) (a), (b), or (c), do one of the following:

11 (i) Accept return of the ((motorized)) wheelchair and replace the
12 ((motorized)) wheelchair with a comparable new ((motorized)) wheelchair
13 and refund any collateral costs; or

14 (ii) Accept return of the ((motorized)) wheelchair and refund to
15 the consumer and to a holder of a perfected security interest in the
16 consumer's ((motorized)) wheelchair, as their interest may appear, the
17 full purchase price plus any finance charge, amount paid by the
18 consumer at the point of sale, and collateral costs, less a reasonable
19 allowance for use. Under this subsection (2)(a)(ii), a reasonable
20 allowance for use may not exceed the amount obtained by multiplying the
21 full purchase price of the ((motorized)) wheelchair by a fraction, the
22 denominator of which is one thousand eight hundred twenty-five and the
23 numerator of which is the number of days that the ((motorized))
24 wheelchair was driven before the consumer first reported the
25 nonconformity to the ((motorized)) wheelchair dealer; or

26 (b)(i) For a consumer described in RCW 19.184.010(2)(d), accept
27 return of the ((motorized)) wheelchair, refund to the ((motorized))
28 wheelchair lessor and to a holder of a perfected security interest in
29 the ((motorized)) wheelchair, as their interest may appear, the current
30 value of the written lease and refund to the consumer the amount that
31 the consumer paid under the written lease plus any collateral costs,
32 less a reasonable allowance for use.

33 (ii) Under this subsection (2)(b), the current value of the written
34 lease equals the total amount for which the lease obligates the
35 consumer during the period of the lease remaining after its early
36 termination, plus the ((motorized)) wheelchair dealer's early
37 termination costs and the value of the ((motorized)) wheelchair at the
38 lease expiration date if the lease sets forth the value, less the
39 ((motorized)) wheelchair lessor's early termination savings.

1 (iii) Under this subsection (2)(b), a reasonable allowance for use
2 may not exceed the amount obtained by multiplying the total amount for
3 which the written lease obligates the consumer by a fraction, the
4 denominator of which is one thousand eight hundred twenty-five and the
5 numerator of which is the number of days that the consumer drove the
6 ((motorized)) wheelchair before first reporting the nonconformity to
7 the manufacturer, ((motorized)) wheelchair lessor, or ((motorized))
8 wheelchair dealer.

9 (3) To receive a comparable new ((motorized)) wheelchair or a
10 refund due under subsection (2)(a) of this section, a consumer
11 described under RCW 19.184.010(2) (a), (b), or (c) shall offer to the
12 manufacturer of the ((motorized)) wheelchair having the nonconformity
13 to transfer possession of the ((motorized)) wheelchair to the
14 manufacturer. Within thirty days after the offer, the manufacturer
15 shall provide the consumer with a comparable new ((motorized))
16 wheelchair or a refund. When the manufacturer provides a new
17 ((motorized)) wheelchair or refund under this subsection, the consumer
18 shall return to the manufacturer the ((motorized)) wheelchair having
19 the nonconformity.

20 (4)(a) To receive a refund due under subsection (2)(b) of this
21 section, a consumer described under RCW 19.184.010(2)(d) shall offer to
22 return the ((motorized)) wheelchair having the nonconformity to its
23 manufacturer. Within thirty days after the offer, the manufacturer
24 shall provide the refund to the consumer. When the manufacturer
25 provides the refund, the consumer shall return to the manufacturer the
26 ((motorized)) wheelchair having the nonconformity.

27 (b) To receive a refund due under subsection (2)(b) of this
28 section, a ((motorized)) wheelchair lessor shall offer to transfer
29 possession of the ((motorized)) wheelchair having the nonconformity to
30 the manufacturer. Within thirty days after the offer, the manufacturer
31 shall provide a refund to the ((motorized)) wheelchair lessor. When
32 the manufacturer provides the refund, the ((motorized)) wheelchair
33 lessor shall provide to the manufacturer the endorsements necessary to
34 transfer legal possession to the manufacturer.

35 (c) A person may not enforce the lease against the consumer after
36 the consumer receives a refund due under subsection (2)(b) of this
37 section.

38 (5) A person may not sell or lease again in this state a
39 ((motorized)) wheelchair returned by a consumer or ((motorized))

1 wheelchair lessor in this state under subsection (2) of this section or
2 by a consumer or (~~motorized~~) wheelchair lessor in another state under
3 a similar law of that state, unless full disclosure of the reasons for
4 return is made to a prospective buyer or lessee.

Passed the House March 7, 1995.

Passed the Senate April 4, 1995.

Approved by the Governor April 12, 1995.

Filed in Office of Secretary of State April 12, 1995.

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