

10 §1404. WRITTEN WARRANTY; CONTENTS

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A statutory warranty is hereby established under which both the manufacturer and the dealer certify that to the best of their knowledge, the new mobile home is free from any substantial defects in materials and workmanship. The dealer shall deliver the written warranty to the buyer at the time of sale and the warranty shall contain the following terms: [1989, c. 717, §1 (AMD).]

1. Defects. That the mobile home is free from any substantial defects in materials or workmanship;
[1973, c. 435, (NEW) .]

2. Corrective action. That the manufacturer or dealer or both shall take appropriate corrective action at the site of the manufactured home in instances of substantial defects in materials or workmanship, which become evident within one year from the date of the delivery of the manufactured home to the consumer, provided the consumer or the consumer's transferee gives written notice of such defects to the manufacturer or dealer at the manufacturer's or dealer's business address not later than one year and 10 days after date of delivery;

[2007, c. 402, Pt. B, §1 (AMD) .]

3. Liability. That the manufacturer and dealer shall be jointly and severally liable to the consumer for the fulfillment of the terms of warranty, and the consumer may notify either one or both of the need for appropriate corrective action in instances of substantial defects in materials or workmanship;

[1973, c. 754, §2 (NEW) .]

4. Name, address and phone number of manufacturer. That the name, address and phone number of the manufacturer and the dealer where the consumer must mail or deliver written notice of defects to either the dealer or the manufacturer, or both, shall be set forth in the document;

[1973, c. 754, §2 (NEW) .]

5. Responsibility. That while the manufacturers of any or all appliances may also issue their own warranties, the primary responsibility for appropriate corrective action under the warranty rests with the dealer and manufacturer, and the consumer should report all complaints to the dealer and manufacturer initially; and

[1989, c. 717, §2 (AMD) .]

6. Warranty supplemental. That this statutory warranty is in addition to any express warranty provided by the manufacturer or dealer and any warranty created by state or federal law, including the implied warranties of merchantability and fitness for a specific purpose. The Manufactured Housing Board, in consultation with the Department of the Attorney General, shall prepare a written warranty form that contains the terms of subsections 1 to 5 and shall ensure that this warranty form is distributed to all dealers and manufacturers doing business in this State.

[1989, c. 717, §3 (NEW) .]

SECTION HISTORY

1973, c. 435, (NEW). 1973, c. 754, §§1,2 (AMD). 1989, c. 717, §§1-3 (AMD). 2007, c. 402, Pt. B, §1 (AMD).

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