

NY State Farm Equipment Lemon Law

Article XXXIII-B

EXPRESS CONSUMER WARRANTY ON FARM EQUIPMENT

Section

697. Definitions.

697-A. Warranty to consumers.

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§ 697. Definitions. Whenever used in this article: 1. "Consumer" means a New York resident who is the purchaser, lessee or transferee of farm equipment, other than for the purposes of resale.

2. "Farm equipment" means any self propelled farm equipment and implements of husbandry and the accessories and parts included in the sale or lease of same designed and manufactured primarily to be used for agricultural purposes and for the United States market or in compliance with the laws and standards of the United States for which the purchase or lease price for each piece of farm equipment exceeds one thousand five hundred dollars and which is being transferred for the first time from a manufacturer, distributor or new farm machinery dealer and has not been registered or titled in this state or any other state.

3. "Express warranty" or "warranty" means the written affirmation of fact or promise made by a supplier to a consumer in connection with the sale of farm equipment which relates to the nature of the material or workmanship, including any terms or conditions precedent to the enforcement of obligations under that warranty.

4. (a) "Use deduction formula" shall be used on farm equipment which does not contain an engine hour meter or for which hours is not the basic usage standard and means a dollar amount obtained by multiplying the full purchase price or lease price of the farm equipment by a fraction, the denominator of which is one thousand eight hundred twenty-five and the numerator of which is the number of days after delivery of the farm equipment.

(b) "Non-seasonal equipment hours deduction formula" shall be used on farm equipment which contains an engine hour meter and for which hours is the basic usage standard and means the hours of use times the full purchase price, or lease price if applicable, divided by five thousand hours.

(c) "Seasonal equipment hours deduction formula" shall be used on self-propelled harvesting equipment which contains an engine hour meter and for which hours is the basic usage standard and means the hours of use times the full purchase price, or lease price if applicable, divided by two thousand hours.

5. "Lessee" means any consumer who leases farm equipment pursuant to a written lease agreement which provides that the lessee is responsible

for repairs to such farm equipment.

6. "Lease price" means the aggregate of: (a) the lessor's actual purchase cost; (b) the freight cost, if applicable; (c) the cost for accessories, if applicable; (d) any fee paid to another to obtain the lease; and (e) an amount equal to five percent of the lessor's actual purchase cost as prescribed in paragraph (a) of this subdivision.

7. "Supplier" means the manufacturer, wholesaler or distributor that issues the warranty effective in New York state for the farm equipment sold by the dealer.

8. "Dealer" means any person selling or agreeing to sell farm equipment under an agreement with a manufacturer, wholesaler or distributor.

9. "Nonconformity" means any condition of the farm machinery that substantially impairs the value or safety of such equipment, or its use for the purpose for which it was intended.

§ 697-b. Affirmative defenses. It shall be an affirmative defense to claim under this section that: (a) the nonconformity, defect or condition does not substantially impair the value, use or safety of the equipment; (b) the nonconformity, defect or condition is the result of abuse, neglect or unauthorized modifications or alterations of the farm equipment; (c) a claim by the consumer was not filed in a timely manner; or (d) any other affirmative defense allowed by law.

§ 697-c. Cumulative remedies; prohibition against waiver. The warranty under this article shall be in addition to and not in derogation of all other rights and privileges which such consumer may have under any other law or instrument. Waiver of any rights by the buyer under this article shall be deemed contrary to public policy and shall be unenforceable and void.

§ 697-d. New farm equipment bill of rights. A supplier shall provide the following notice, entitled "New Farm Equipment Bill of Rights" along with a written copy of the provisions of this article, to its authorized dealers in this state, and the dealer shall provide such bill of rights to each consumer at the time of purchase or lease of farm equipment. Such notice shall be printed in conspicuous ten point bold face type.

NEW FARM EQUIPMENT BILL OF RIGHTS

(1) IN ADDITION TO ANY WARRANTIES PROVIDED FOR YOUR FARM EQUIPMENT, YOUR NEW FARM EQUIPMENT, PURCHASED WITHIN OR OUTSIDE OF THIS STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR ONE YEAR.

(2) YOU MUST REPORT ANY PROBLEMS TO THE WARRANTOR OR ITS DEALER IN WRITING WITHIN THE WARRANTY PERIOD. ALTHOUGH, IF IN THE LAST THIRTY DAYS OF THE WARRANTY, YOU ARE ONLY ABLE TO PROVIDE A VERBAL NOTICE, YOU WILL HAVE UP TO THIRTY DAYS AFTER THE EXPIRATION OF THE WARRANTY TO PROVIDE A WRITTEN NOTICE.

(3) A WARRANTOR OR A DEALER MAY NOT CHARGE FOR THE PARTS OR LABOR INVOLVED IN THE REPAIR OF THE DEFECT WITHIN THE WARRANTY PERIOD.

(4) IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER FOUR ATTEMPTS DURING THE WARRANTY PERIOD; OR IF YOUR EQUIPMENT IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF THIRTY DAYS DURING THE WARRANTY PERIOD; OR IF THE SUPPLIER OR ITS DEALER REFUSES TO REPAIR A SUBSTANTIAL DEFECT OR CONDITION WITHIN TWENTY DAYS OF RECEIPT OF WRITTEN NOTICE SENT BY YOU TO THE SUPPLIER; THEN YOU MAY BE ENTITLED, AT YOUR OPTION, TO EITHER COMPARABLE FARM EQUIPMENT OR A REFUND OF YOUR PURCHASE PRICE FROM THE WARRANTOR, MINUS A USE ALLOWANCE.

(5) A WARRANTOR MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLIGENCE, OR UNAUTHORIZED MODIFICATIONS OF THE EQUIPMENT.

(6) A WARRANTOR MAY REFUSE TO EXCHANGE COMPARABLE EQUIPMENT OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE, SAFETY OR USE OF YOUR FARM EQUIPMENT.

(7) IF THE WARRANTOR DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.

(8) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.

(9) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE WARRANTOR, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU WILL HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.