

## ALABAMA LEMON LAW SUMMARY

<b>EXECUTIVE SUMMARY</b>	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Three years following original delivery to the consumer.
<b>ELIGIBLE VEHICLE</b>	Any motor vehicle used on highways; excludes motor homes and vehicles at least 10,000 pounds G.V.W.R.
<b>ELIGIBLE CONSUMER</b>	<p>Purchaser other than resale, of a new or previously untitled motor vehicle used substantially for personal, family, or household purposes; and any other person entitled by the warranty to enforce its obligations.</p> <p>Does not cover a consumer who purchases the vehicle primarily for commercial purposes, and appears not to cover a lessee.</p>
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	During the lemon law rights period (the earlier of one year after original delivery/12,000 miles of operation).
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Not specified.
<b>PRESUMPTION OR DEFINITION</b>	<b>Presumption:</b> within earlier of 24 months after delivery or 24,000 miles, (1) three or more attempts, one of which was during the lemon law rights period, plus a final attempt to the same nonconformity or (2) out of service for 30 calendar days including a final attempt, and at least one attempt during the lemon law rights period.
<b>NOTICE TO MANUFACTURER</b>	Prior to bringing a civil action.
<b>FINAL OPPORTUNITY TO REPAIR</b>	If presumption met at time of certified notice. Manufacturer must contact consumer within 7 days after receiving notice; repair within 14 days after delivery of vehicle to repair facility.
<b>REASONABLE ALLOWANCE</b>	Refund only: miles by consumer before first report of nonconformity divided by 100,000, multiplied by purchase price.
<b>DISPUTE RESOLUTION</b>	Before bringing action, must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.
<b>TITLE BRANDING</b>	Yes.

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1. <b>Citation</b>	Code of Alabama §§ 8-20A-1 through 8-20A-6
2. <b>Motor vehicle covered</b>	Every self-propelled vehicle intended primarily for use and operation on the public highways. Excludes motor homes and any motor vehicle having a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds or more.
3. <b>Consumer covered</b>	The purchaser, other than for purposes of resale, of a new or previously untitled motor vehicle used in substantial part for personal, family, or household purposes; and any other person entitled by the terms of the warranty to enforce its obligations.  The lemon law does not cover a consumer who purchases the vehicle primarily for commercial purposes, and appears not to cover lessees.
4. <b>Nonconformity defined</b>	"Nonconforming condition" is any condition of a motor vehicle that: (1) is not in conformity with the terms of any express warranty issued by the manufacturer to a consumer; (2) significantly impairs the use, value or safety of the motor vehicle; (3) occurs or arises solely in the course of the ordinary use of the motor vehicle; and (4) does not arise or occur as a result of abuse, neglect, modification, or alteration of the motor vehicle not authorized by the manufacturer or from any accident or other damage to the motor vehicle that occurs or arises after the motor vehicle was delivered by an authorized dealer to the consumer.
5. <b>Warranty defined</b>	"Express warranty" is a written warranty, so labeled, issued by the manufacturer of a new motor vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty.
6. <b>Lemon law rights period</b>	The period ending one year after the date of the original delivery of a motor vehicle to a consumer, or the first 12,000 miles of operation, whichever comes first.
7. <b>Manufacturer's obligation to repair</b>	The manufacturer must make the necessary repairs to remedy any nonconforming condition if the consumer delivers the vehicle to the manufacturer, its agent or authorized dealer, and the consumer gives notice of the nonconforming condition during the lemon law rights period. If notice of the nonconforming condition was first given during the lemon law rights period, repairs are required even after the expiration of the lemon law rights period. The manufacturer's obligation to repair the nonconforming condition does not extend beyond the period of two years following delivery or 24,000 miles, whichever comes first.
8. <b>Manufacturer's obligation to repurchase or replace</b>	If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any express warranty after reasonable attempts by repairing or correcting a nonconforming condition that first occurred during the lemon law rights period, then the manufacturer must replace or repurchase the motor vehicle, at the option of the consumer.
9. <b>Criteria for reasonable number of repair attempts</b>	Presumed if, during the period of two years following delivery or 24,000 miles, whichever comes first: (1) The same nonconforming condition has been subject to repair attempts three or more times by the manufacturer, its agents or authorized dealers, at least one of which occurred during the lemon law rights period, plus a final repair attempt by the manufacturer, and the same nonconforming condition continues to exist; or (2) The motor vehicle is out of service and in the custody of the manufacturer, its agent or authorized dealer due to repair attempts (including the final repair attempt), one of which occurred during the lemon law rights period, for a cumulative total of 30 calendar days – unless such repair could not be performed because of conditions beyond the control of the manufacturer, its agents or authorized dealers, such as war, invasion, strike, fire, flood, or other natural disaster.

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10. <b>Notice of nonconformity and final opportunity to repair</b>	<p>Before commencing a civil action, a consumer must give notice of a nonconforming condition by certified United States mail to the manufacturer and demand correction or repair of the nonconforming condition. The notice must describe the motor vehicle, the nonconforming condition, and all previous attempts to correct the nonconforming condition by identifying the person, firm or corporation that made the attempt and the time when the attempt was made.</p> <p>If the presumption is met at the time of the written notice by certified mail, the manufacturer must be given a final opportunity to cure the nonconforming condition. Within seven days of receiving the written notice, the manufacturer must notify the consumer of a reasonably accessible repair facility. After delivery of the motor vehicle to the authorized repair facility by the consumer, the manufacturer must attempt to correct the nonconforming condition and conform the vehicle to the express warranty within not more than 14 calendar days.</p>
11. <b>Affirmative defenses</b>	<p>It is an affirmative defense that:</p> <ol style="list-style-type: none"> <li>(1) An alleged nonconforming condition does not significantly impair the use, market value or safety of the motor vehicle, or</li> <li>(2) A nonconforming condition is a result of abuse, neglect, or any modification or alteration of the motor vehicle by a consumer that is not authorized by the manufacturer.</li> </ol>
12. <b>Refund</b>	<p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) The full contract price including, but not limited to, charges for undercoating, dealer preparation and transportation charges, and installed options, plus the nonrefundable portions of extended warranties and service contracts;</li> <li>(2) All collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;</li> <li>(3) All finance charges incurred by the consumer after the first report of the nonconformity [nonconforming condition] to the manufacturer, its agent or authorized dealer; and</li> <li>(4) Any incidental damages including the reasonable cost of alternative transportation during the period that the consumer is without the use of the motor vehicle because of the nonconforming condition;</li> <li>(5) Less a reasonable allowance for the consumer's use of the vehicle.</li> </ol>
13. <b>Replacement</b>	Replacement is a comparable new motor vehicle.
14. <b>Reasonable allowance</b>	<p>Any monetary recovery is offset by a reasonable allowance for the consumer's use of the vehicle. The allowance must be calculated as follows:</p> <p>Number of miles that the vehicle traveled attributable to use by the consumer before the first report of the <u>nonconformity to manufacturer, agent or authorized dealer</u>      X      Full purchase price</p> <p style="text-align: center;">100,000</p>
15. <b>Refund of sales tax</b>	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. <b>Enhanced damages</b>	Not specified.
17. <b>Attorney's fees</b>	If the court determines that the manufacturer breached its obligations under the lemon law, then the consumer is entitled to recover an additional award for attorney's fees.
18. <b>Statute of limitations</b>	An action must be brought within three years following the date of original delivery of the motor vehicle to the consumer.
19. <b>Manufacturer-sponsored arbitration</b>	If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the consumer must first exhaust any remedy afforded by the procedure before instituting a cause of action under the lemon law.
20. <b>State-sponsored arbitration</b>	Not specified.

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<p>21. <b>Dealer liability</b></p>	<p>Lemon law provides cause of action against the manufacturer only. Nothing in the lemon law imposes any liability upon a dealer or creates a cause of action by a consumer against a dealer. A dealer may not be made a party defendant in any action involving or relating to the lemon law. The manufacturer must not charge back or require reimbursement by a dealer for any costs, including but not limited to any refunds or replacements incurred by the manufacturer arising out of the lemon law.</p>
<p>22. <b>Restrictions on resale of returned vehicles</b></p>	<p>A motor vehicle returned to the manufacturer under the provisions of the lemon law or any other state's lemon law, whether as the result of legal action or an informal dispute settlement proceeding, may not be resold in Alabama unless:</p> <ol style="list-style-type: none"> <li>1. The manufacturer discloses in writing to the subsequent purchaser that the motor vehicle was returned under the lemon law and the nature of the nonconformity to the motor vehicle; and</li> <li>2. The manufacturer returns the title of the motor vehicle to the Alabama Department of Revenue advising of the motor vehicle's return under the lemon law with an application for title in the name of the manufacturer. The Department of Revenue must brand the title issued to the manufacturer and all subsequent titles with the following statement:  THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO ITS WARRANTY.</li> </ol>
<p>23. <b>Point of sale notice of lemon law rights</b></p>	<p>Not specified.</p>
<p>24. <b>Limitation on waiver</b></p>	<p>Not specified.</p>

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