

## ARIZONA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Within six months following the earlier of expiration of the warranty or two years or 24,000 miles following original delivery to the consumer, whichever comes first.
<b>ELIGIBLE VEHICLE</b>	All motor vehicles used on highways. Excludes (1) the portions of a motor home designed, used or maintained primarily as a mobile dwelling, office or commercial space; (2) vehicles with a declared gross weight over 10,000 pounds; and (3) vehicles sold at public auction.  Appears to cover used vehicles. Does not apply to the sale of a motor vehicle to a purchaser for the purpose of resale for profit.
<b>ELIGIBLE CONSUMER</b>	(1) <b>Purchaser</b> of a motor vehicle for purposes other than resale; (2) any person to whom the motor vehicle is transferred during the duration of an express warranty; and (3) any other person entitled by the terms of the warranty to enforce its obligations.  Does not cover a lessee unless the lessor and lessee have provided in writing to permit the lessee to “sell” the vehicle back to the manufacturer.
<b>VEHICLE CONVERTER</b>	Covers a vehicle converter.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of the warranty term or two years or 24,000 miles following original delivery to the consumer, whichever comes first.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Not specified.
<b>PRESUMPTION OR DEFINITION</b>	<b>Presumption:</b> during earlier of the warranty term or two years or 24,000 miles following original delivery to the consumer, whichever comes first, (1) four or more attempts or (2) out of service for 30 or more calendar days.
<b>NOTICE TO MANUFACTURER</b>	Direct written notice from or on behalf of consumer; before presumption applies.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Before presumption applies.
<b>REASONABLE ALLOWANCE</b>	That amount directly attributable to use by the consumer before the first written report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair.

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<b>DISPUTE RESOLUTION</b>	Before seeking refund or replacement, consumer 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>	No.

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1. <b>Citation</b>	Ariz. Rev. Stat. §§ 44-1261 through 44-1267.
2. <b>Motor vehicle covered</b>	Self-propelled vehicles designated primarily for the transportation of persons or property over public highways, including the self-propelled vehicle and chassis of motor homes. Excludes (1) the portions of a motor home designed, used or maintained primarily as a mobile dwelling, office or commercial space; (2) vehicles with a declared gross weight over 10,000 pounds; and (3) vehicles sold at public auction. Lemon law does not apply to the sale of a motor vehicle to a purchaser for the purpose of resale for profit.  Appears to cover used vehicles.
3. <b>Consumer covered</b>	(1) The purchaser of a motor vehicle for purposes other than resale; (2) Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and (3) Any other person entitled by the terms of the warranty to enforce its obligations.  The lemon law does not cover a lessee unless the lessor and lessee have provided in writing to permit the lessee to "sell" the vehicle back to the manufacturer to exercise other remedies under the lemon law.
4. <b>Vehicle converter</b>	Covers a vehicle converter.
5. <b>Nonconformity defined</b>	Not defined. Any defect or condition that substantially impairs the use and value of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
6. <b>Warranty defined</b>	Not defined.
7. <b>Lemon law rights period</b>	Not defined.
8. <b>Manufacturer's obligation to repair</b>	If the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the shorter of (1) the term of the express warranty or (2) the period of two years or 24,000 miles following the date of the motor vehicle's original delivery to the consumer, whichever is earlier, then the manufacturer, its agent, an authorized dealer or the issuer of the warranty must make the necessary repairs to conform the motor vehicle to the express warranty. The necessary repairs must be made even if the term of the warranty, the two year period, or the 24,000 mile period has expired.
9. <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 applicable express warranty by repairing or correcting a nonconformity after a reasonable number of attempts, the manufacturer must either replace the motor vehicle with a new motor vehicle or repurchase the motor vehicle.
10. <b>Criteria for reasonable number of repair attempts</b>	Presumed if, during the shorter of the term of the express warranty, or the period of two years or 24,000 miles following the date of the motor vehicle's original delivery to the consumer, whichever is earlier, either of the following occurs:  (1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers but the nonconformity continues to exist.  (2) The motor vehicle is out of service for repair for a cumulative total of 30 or more calendar days.

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11. <b>Notice of nonconformity and final opportunity to repair</b>	The presumption that a reasonable number of repair attempts has occurred does not apply against a manufacturer unless the manufacturer has received prior direct written notification of the alleged defect from or on behalf of the consumer and has had an opportunity to cure the alleged defect.
12. <b>Affirmative defenses</b>	It is an affirmative defense that the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle.
13. <b>Refund</b>	Refund consists of: (1) The full purchase price; and (2) All collateral charges associated with the purchase, including taxes attributed to the sale of the vehicle; (3) Less a reasonable allowance for the consumer's use of the vehicle.
14. <b>Replacement</b>	Replacement is a new motor vehicle.  If the replacement vehicle is of lesser value than the vehicle to be replaced, the manufacturer must refund to the consumer the difference between the original amount of tax attributed to the sale of the vehicle to be replaced and the amount of tax attributed to the sale of the replacement vehicle.  If the replacement vehicle is of greater value than the vehicle to be replaced, the manufacturer must calculate the gross proceeds of sales by subtracting the value of the vehicle to be replaced from the value of the replacement vehicle [and presumably collecting tax on the difference].
15. <b>Reasonable allowance</b>	A reasonable allowance for use is that amount directly attributable to use by the consumer before the first written report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair.
16. <b>Refund of sales tax</b>	The manufacturer may apply to the Department of Revenue for a refund of the amount of tax that the manufacturer properly refunds to the consumer.
17. <b>Enhanced damages</b>	Not specified.
18. <b>Attorney's fees</b>	If a consumer prevails in an action under the lemon law, the court must award the consumer reasonable costs and attorney fees.
19. <b>Statute of limitations</b>	An action must be commenced within six months following the earlier of (1) expiration of the express warranty term or (2) two years or 24,000 miles following the date of the vehicle's original delivery to the consumer, whichever comes first.
20. <b>Manufacturer-sponsored arbitration</b>	If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.
21. <b>State-sponsored arbitration</b>	Not specified.
22. <b>Dealer liability</b>	Not specified.
23. <b>Restrictions on resale of returned vehicles</b>	A manufacturer who, under this or any other state's lemon law, has replaced or repurchased a motor vehicle or has been ordered by decree or judgment to replace or repurchase a motor vehicle must, before offering the motor vehicle for resale, attach to the motor vehicle written notification indicating the motor vehicle has been replaced or repurchased.  A motor vehicle dealer, broker, wholesale motor vehicle dealer or wholesale motor vehicle auction dealer who offers for sale a motor vehicle that has been replaced or repurchased under the lemon law of this state or of another state must provide the purchaser with the

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	<p>manufacturer's written notification indicating that the motor vehicle has been replaced or repurchased before completion of the sale.</p> <p>A consumer has a cause of action against any person who removes the written notification from the motor vehicle. In such an action, a motor vehicle dealer or its agent has an affirmative defense that the written notification was removed by someone other than the dealer or agent without the knowledge of the dealer or agent.</p>
24. <b>Point of sale notice of lemon law rights</b>	Not specified.
25. <b>Limitation on waiver</b>	Not specified.

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