

DELAWARE LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Not specified. Assuming UCC statute of limitations applies, claim must be filed within four years from the date the alleged defect is discovered.
ELIGIBLE VEHICLE	Any passenger motor vehicle that is leased or bought in Delaware or registered in Delaware. Excludes motorcycles and the living facilities of motor homes. Appears to cover used vehicles.
ELIGIBLE CONSUMER	(1) The purchaser of an automobile, for purposes other than resale; (2) a person to whom an automobile is transferred during the duration of an express warranty applicable to the automobile; and (3) any other person entitled by the terms of the warranty to enforce the obligations of the warranty.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of warranty term or 1 year following original delivery.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during warranty term or 1 year following original delivery, whichever comes first, (1) four or more attempts or (2) out of service for 30 calendar days.
NOTICE TO MANUFACTURER	For presumption to apply, prior direct written notification.
FINAL OPPORTUNITY TO REPAIR	For presumption to apply, an opportunity to repair or correct.
REASONABLE ALLOWANCE	Refund only: may not exceed miles by consumer before first report of nonconformity divided by 100,000, multiplied by purchase price.
DISPUTE RESOLUTION	Before obtaining lemon law remedies, must resort to manufacturer's program if certified.
DISCLOSURE TO SUBSEQUENT PURCHASER	No.
TITLE BRANDING	No.

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1. Citation	Delaware Code Ann., Title 6, §§ 5001 through 5009
2. Motor vehicle covered	Covers “automobiles”, defined as any passenger motor vehicle that is leased or bought in Delaware or registered in Delaware. Excludes motorcycles and the living facilities of motor homes.
3. Consumer covered	(1) The purchaser of an automobile, for purposes other than resale; (2) A person to whom an automobile is transferred during the duration of an express warranty applicable to the automobile; and (3) Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.
4. Nonconformity defined	“Nonconformity” is defined as a defect or condition that substantially impairs the use, value or safety of an automobile.
5. Warranty defined	“Manufacturer’s express warranty” or “warranty” is defined as the written warranty of the manufacturer of a new automobile of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If the consumer reports the nonconformity to the manufacturer, agent or dealer during the warranty term or one year following the automobile’s original delivery to the consumer, whichever is earlier, then the manufacturer, agent or dealer must make the necessary repairs within a reasonable period of time to conform the automobile to the warranty. The necessary repairs must be made even if the term of the warranty or the one year period has expired.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, agent or dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of repair attempts, then the manufacturer must replace or repurchase the automobile. The consumer has the unqualified right to decline a replacement automobile and to demand instead a repurchase.
9. Criteria for reasonable number of repair attempts	Presumed if, during the warranty term or one year following the automobile’s original delivery to a consumer, whichever is earlier, either of the following occurs: (1) Substantially the same nonconformity has been subject to repair or correction four or more times by the manufacturer, its agents or dealers and the nonconformity continues to exist; or (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or dealers for a cumulative total of more than 30 calendar days since the automobile’s original delivery to the consumer. The 30 day limit begins on the first day on which the consumer presents the automobile to the manufacturer, its agent or dealer for service of the nonconformity and the manufacturer, its agent or dealer prepares a written document describing the nonconformity.
10. Notice of nonconformity and final opportunity to repair	The <i>presumption</i> that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer, and the manufacturer has had an opportunity to repair or correct the nonconformity. If the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that the repairs or corrections made by the agent or dealer caused or contributed to the nonconformity.
11. Affirmative defenses	It is an affirmative defense that: (1) An alleged nonconformity does not substantially impair the use, market value or safety of the automobile, or (2) The alleged nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the new automobile by anyone other than the manufacturer, its agent or dealer.

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12. Refund	Refund consists of: (1) Full purchase price, including all credits and allowance for any trade-in vehicle; and (2) Related purchase costs, including sales taxes, registration fees and dealer preparation fees; (3) Less a reasonable allowance for the consumer's use of the automobile and a reasonable allowance for damage not attributable to normal wear and tear.
13. Replacement	Replacement is a comparable new automobile acceptable to the consumer, and is accompanied by reimbursement for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes, or other charges or fees incurred by the consumer as a result of the replacement. If the automobile was financed by the manufacturer or its subsidiary or agent, the manufacturer, subsidiary or agent must not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations upon the consumer beyond those created by the original financing agreement.
14. Reasonable allowance	Applies to a refund but not to a replacement. The reasonable allowance for the consumer's use of the vehicle may not exceed: $\frac{\text{Number of miles driven attributable to the consumer before the nonconformity was first reported to the manufacturer, agent, or dealer}}{100,000} \times \text{Full purchase price}$ The refund is also reduced for a reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified.
17. Attorney's fees	The court may award to the consumer his costs and reasonable attorney's fees. If the court determines that the action is brought in bad faith or is frivolous, it may award reasonable attorney's fees to the defendant.
18. Statute of limitations	Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed within four years from the date the alleged defect is discovered.
19. Manufacturer-sponsored arbitration	If the manufacturer has established an informal dispute settlement procedure that is certified by the Division of Consumer Protection, then lemon law remedies are no available to any consumer who has not first resorted to the procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Dealers cannot be held liable by the manufacturer for any refunds or replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions.
22. Restrictions on resale of returned vehicles	Not specified.
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.

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