

## KANSAS LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Not specified. Assuming UCC statute of limitations applies, claim must be filed within four years from the date the alleged defect is discovered.
<b>ELIGIBLE VEHICLE</b>	Motor vehicle sold or leased in Kansas, registered for GVW of 12,000 pounds or less. Excludes the customized parts of motor vehicles that have been added or modified by second stage manufacturers, first stage converters, or second stage converters.  Does not cover used vehicles.
<b>ELIGIBLE CONSUMER</b>	The original <b>purchaser</b> or <b>lessee</b> , for purposes other than resale, of a motor vehicle.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of the term of any warranties or one year following original delivery.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Not specified.
<b>PRESUMPTION OR DEFINITION</b>	<b>Presumption:</b> (1) during earlier of any warranty term or within one year following original delivery, four attempts to the same nonconformity that substantially impairs the use and value; (2) during earlier of any warranty term or within one year following original delivery, out of service for 30 calendar days; or (3) ten attempts to any nonconformities that substantially impair the use and value.
<b>NOTICE TO MANUFACTURER</b>	For presumption to apply, actual notice.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Not specified.
<b>REASONABLE ALLOWANCE</b>	That amount directly attributable to use by the consumer and any previous consumer prior to first report of the nonconformity and during any subsequent period when the motor vehicle is not out of service by reason of repair; calculated from the most recent edition of AAA's <i>Your Driving Costs</i> .
<b>DISPUTE RESOLUTION</b>	Before obtaining lemon law remedies, 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>	Kansas Statutes Annotated §§ 50-645, 50-646, and 50-659.
2. <b>Motor vehicle covered</b>	Covers motor vehicles sold or leased in the state, that are registered for a gross weight of 12,000 pounds or less. Excludes the customized parts of motor vehicles that have been added or modified by second stage manufacturers, first stage converters, or second stage converters.  Guidance from the Kansas Attorney General's Office indicates that the lemon law does not cover used vehicles.
3. <b>Consumer covered</b>	Covers the original purchaser or lessee, for purposes other than resale, of a motor vehicle.
4. <b>Nonconformity defined</b>	Not defined. A failure to conform to all applicable warranties is referred to as a <i>nonconformity</i> .  Note that the manufacturer is provided an affirmative defense if the alleged nonconformity does not substantially impair the use and value.
5. <b>Warranty defined</b>	Not defined.
6. <b>Lemon law rights period</b>	Not defined.
7. <b>Manufacturer's obligation to repair</b>	If the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of any warranties or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the warranties.  The necessary repairs must be made even if the warranty term or the one year period has expired.
8. <b>Manufacturer's obligation to repurchase or replace</b>	If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable warranty after a <i>reasonable number of attempts</i> , then the manufacturer must either replace or repurchase the motor vehicle.
9. <b>Criteria for reasonable number of repair attempts</b>	Presumed if any of the following occurs: (1) During the term of any warranty or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, the same nonconformity that substantially impairs the use and value of the motor vehicle to the consumer has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist; (2) During the term of any warranty or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, the motor vehicle is out of service due to repair for a cumulative total of 30 or more calendar days; or (3) There have been ten or more attempts by the manufacturer, its agents or authorized dealers to repair any nonconformities that substantially impair the use and value of the motor vehicle to the consumer.
10. <b>Notice of nonconformity and final opportunity to repair</b>	The presumption that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received actual notice of the nonconformity.
11. <b>Affirmative defenses</b>	It is an affirmative defense that (1) an alleged nonconformity does not substantially impair the use and value; or (2) a nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by a consumer.

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<b>12. Refund</b>	Refund consists of: (1) The full purchase or lease price; and (2) All collateral charges; (3) Less a reasonable allowance for use.
<b>13. Replacement</b>	Replacement is a comparable motor vehicle under warranty.
<b>14. Reasonable allowance</b>	The reasonable allowance for consumer use of the new motor vehicle is that amount directly attributable to use by the consumer and any previous consumer prior to the first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the motor vehicle is not out of service by reason of repair. The reasonable allowance is calculated from the most recent edition of <i>Your Driving Costs</i> , published by the American Automobile Association.
<b>15. Refund of sales tax</b>	Manufacturer refunds to the consumer all collateral charges, which presumably includes sales tax. No provision for the manufacturer to obtain a refund of sales tax from the state.
<b>16. Enhanced damages</b>	Not specified.
<b>17. Attorney's fees</b>	No provision allowing the consumer to recover attorney's fees.
<b>18. Statute of limitations</b>	Not specified.
<b>19. Manufacturer-sponsored arbitration</b>	The lemon law provisions requiring repurchase or replacement do not apply to a consumer who has not first used an informal settlement procedure that complies in all respects with Rule 703.
<b>20. State-sponsored arbitration</b>	Not specified.
<b>21. Dealer liability</b>	Not specified.
<b>22. Restrictions on resale of returned vehicles</b>	A dealer must not knowingly or intentionally fail to disclose to the consumer the following: (1) The fact that a motor vehicle was used as a driver training motor vehicle; (2) The fact that a motor vehicle was used as a leased or rented motor vehicle; or (3) The fact that a motor vehicle was a factory buyback motor vehicle or returned to a vehicle dealer under the Kansas lemon law.  Failure of the dealer to disclose this information in writing creates a rebuttable presumption of intent not to disclose.  "Consumer" means the first individual to take title to a motor vehicle for purposes other than retail, after the vehicle was (1) used as a leased, rented, or driver training vehicle; (2) repurchased or reacquired by the manufacturer or distributor as a factory buyback vehicle; or (3) returned to a dealer under the Kansas lemon law.  "Factory buyback motor vehicle" means a motor vehicle repurchased or reacquired by the manufacturer or distributor due to an order or judgment by a court of law or formal, informal, or mandatory arbitration procedure, and placed for sale through any dealer, auction or agent.
<b>23. Point of sale notice of lemon law rights</b>	Not specified.
<b>24. Limitation on waiver</b>	Not specified.

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