

## MISSISSIPPI LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Earlier of one year following warranty term or 18 months following original delivery to the consumer.
<b>ELIGIBLE VEHICLE</b>	<p>Motor vehicle sold in Mississippi, operated over public streets, and used to transport persons or property. Includes demonstrator and lease-purchase vehicle if a manufacturer's warranty was issued. Excludes off-road vehicles, motorcycles, mopeds, or parts and components of a motor home that were added on and/or assembled by the manufacturer of the motor home.</p> <p>Appears to cover used vehicles. Appears not to cover a leased vehicle unless acquired through a lease-purchase.</p>
<b>ELIGIBLE CONSUMER</b>	<p>(1) The <b>purchaser</b>, other than for purposes of resale, of a motor vehicle primarily used for personal, family, or household purposes; (2) any person to whom the motor vehicle is transferred for the same purposes during the express warranty; and (3) any other person entitled by the terms of the warranty to enforce its obligations.</p> <p>Appears not to cover a lessee unless vehicle is acquired through a lease-purchase.</p>
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of the term of the express warranty or one year of original delivery to the consumer.
<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 term of the express warranty or within one year of the motor vehicle's original delivery to a consumer, either (1) three or more repair attempts or (2) out of service for fifteen or more working days.
<b>NOTICE TO MANUFACTURER</b>	Written notification to the manufacturer.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Manufacturer must contact consumer after receiving consumer's notice; repair within 10 working days after delivery of vehicle to repair facility.
<b>REASONABLE ALLOWANCE</b>	Both refund and replacement: consumer's miles X 20¢ per mile.
<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 and manufacturer notifies consumer of its availability.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	No.
<b>TITLE BRANDING</b>	No.

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<b>1. Citation</b>	Mississippi Code Ann. §§ 63-17-151 through 63-17-161.
<b>2. Motor vehicle covered</b>	Covers any motor vehicle that is sold in Mississippi, operated over Mississippi's public streets and highways, and used to transport persons or property, including a demonstrator and lease-purchase vehicle if a manufacturer's warranty was issued as a condition of sale. Excludes off-road vehicles, motorcycles, mopeds, or parts and components of a motor home that were added on and/or assembled by the manufacturer of the motor home.  Appears to cover used vehicles transferred during the express warranty. Appears not to cover a leased vehicle unless acquired through a lease-purchase.
<b>3. Consumer covered</b>	(1) The purchaser, other than for purposes of resale, of a motor vehicle primarily used for personal, family, or household purposes; (2) Any person to whom the motor vehicle is transferred for the same purposes during the express warranty; and (3) Any other person entitled by the terms of the warranty to enforce its obligations.  Appears not to cover a lessee unless vehicle is acquired through a lease-purchase.
<b>4. Nonconformity defined</b>	Not defined. Any default or condition that impairs the use, market value, or safety of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
<b>5. Warranty defined</b>	"Express warranty" is any written affirmation of fact or promise made in connection with the sale of a motor vehicle by a supplier to a consumer that relates to the nature of the material or workmanship, and affirms or promises that such material or workmanship is defect-free or will meet a specified level of performance over a specified period of time. Does not include implied warranties.
<b>6. Lemon law rights period</b>	Not defined.
<b>7. Manufacturer's obligation to repair</b>	If the consumer reports a nonconformity to the manufacturer or its agent within the term of the express warranty or within one year of the motor vehicle's original delivery to the consumer, whichever is earlier, then the manufacturer or its agent must make the necessary repairs to conform the motor vehicle to the warranty.  The necessary repairs must be made even after the expiration of the term of the express warranty or the one year period.
<b>8. Manufacturer's obligation to repurchase or replace</b>	If the manufacturer or its agent is unable to repair or correct a nonconformity after a <i>reasonable number of attempts</i> , then the manufacturer must, at the consumer's option, either repurchase or replace the motor vehicle.
<b>9. Criteria for reasonable number of repair attempts</b>	Presumed if, during the term of the express warranty or within one year of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs: (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its agent and such nonconformity continues to exist; or (2) The vehicle is out of service by reason of repair of the nonconformity by the manufacturer or its agent for a cumulative total of fifteen or more working days since delivery of the vehicle to the consumer.  The fifteen-day period is exclusive of downtime for routine maintenance as prescribed by the owner's manual, and may be extended by any period of time during which repair services are unavailable due to circumstances beyond the control of the manufacturer or its agent.  The terms of the express warranty, or the period of one year following original delivery of the vehicle to the consumer, may be extended if the consumer reports the vehicle nonconformity but the manufacturer or its agent is unable to repair it within the applicable time period.

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<b>10. Notice of nonconformity and final opportunity to repair</b>	Before availing himself or herself of the provisions relating to repurchase or replacement, the consumer must give written notification to the manufacturer of the need for repair of a nonconformity, in order to allow the manufacturer an opportunity to cure the alleged defect. The manufacturer must immediately notify the consumer of a reasonably accessible repair facility. After the consumer delivers the motor vehicle to the designated repair facility, the manufacturer has ten working days to repair the alleged nonconformity.
<b>11. Affirmative defenses</b>	It is an affirmative defense that: (1) The alleged nonconformity does not impair the use, market value or safety of the motor vehicle; (2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by a consumer; (3) A claim by a consumer was not filed in good faith; or (4) Any other affirmative defense allowed by law.
<b>12. Refund</b>	Refund consists of: (1) The <i>full vehicle purchase price</i> , meaning the price that the consumer paid to the manufacturer to purchase the motor vehicle. In the case of a retail installment transaction, the purchase price is the price stated in the retail installment contract for which the vehicle would have been bought had the sale had been for cash instead of an installment transaction, including any taxes, registration, certificate of title, license and other fees, and charges for accessories and their installation, delivery, servicing, repairing or improving the vehicle; and (2) All reasonably incurred <i>collateral charges</i> , meaning those additional charges to a consumer that are not directly attributable to the manufacturer's suggested retail price label for the motor vehicle. These include but are not limited to charges for dealer preparation, undercoating, transportation, and title; and towing and replacement car rental costs; (3) Less a reasonable allowance for the consumer's use of the vehicle.
<b>13. Replacement</b>	Replacement is a comparable motor vehicle acceptable to the consumer. "Comparable motor vehicle" means an identical or reasonably equivalent motor vehicle. The consumer must pay a reasonable allowance for use of a vehicle that is replaced.
<b>14. Reasonable allowance</b>	Applies to both a refund and a replacement. A reasonable allowance for use is the number of miles the motor vehicle has been driven by the consumer multiplied by 20¢ per mile.
<b>15. Refund of sales tax</b>	Manufacturer refunds "taxes" to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
<b>16. Enhanced damages</b>	Not specified, although a violation of the lemon law is subject to the rights and remedies provided under other cited consumer statutes.
<b>17. Attorney's fees</b>	If a consumer prevails in an action under the lemon law, the court may award the consumer aggregate costs and expenses, including attorney fees based on actual time expended, determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of the action.
<b>18. Statute of limitations</b>	An action must be commenced within one year following the expiration of the express warranty term or within 18 months following the date of the motor vehicle's original delivery to the consumer, whichever comes first. If a consumer resorts to an informal dispute settlement procedure, an action may be commenced within 90 days following the procedure's final action.
<b>19. 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, and the manufacturer has notified the consumer of its availability, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.
<b>20. State-sponsored arbitration</b>	Not specified.

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<b>21. Dealer liability</b>	Not specified.
<b>22. Restrictions on resale of returned vehicles</b>	Not specified.
<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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