

## OKLAHOMA LEMON LAW SUMMARY

<b>EXECUTIVE SUMMARY</b>	
<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>	Any motor vehicle required to be registered in the state. Excludes vehicles above 10,000 pounds GVW and living facilities of motor homes.  Covers used vehicles.
<b>ELIGIBLE CONSUMER</b>	(1) <b>Purchaser</b> , other than for purposes of resale, of a motor vehicle; (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.  Appears not to cover lessees.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of the term of the express warranties or one year following original delivery to a 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 express warranty or one year following original delivery, either (1) four or more repair attempts or (2) out of service for 45 or more calendar days.
<b>NOTICE TO MANUFACTURER</b>	For presumption to apply; direct written notice.
<b>FINAL OPPORTUNITY TO REPAIR</b>	For presumption to apply.
<b>REASONABLE ALLOWANCE</b>	Use by the consumer prior to first written report of nonconformity, and any subsequent period when the vehicle is not out of service by reason of repair.
<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>	No.
<b>TITLE BRANDING</b>	No.

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1. <b>Citation</b>	Oklahoma Stat. Ann. Title 15, § 901.
2. <b>Motor vehicle covered</b>	Covers any motor vehicle required to be registered in the state. Excludes vehicles above 10,000 pounds gross vehicle weight and the living facilities of motor homes.  Covers used vehicles.
3. <b>Consumer covered</b>	(1) The purchaser, other than for purposes of resale, of a motor vehicle; (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.  Appears not to cover lessees.
4. <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> .
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 a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity directly and in writing to the manufacturer, its agent or authorized dealer during the term of the express warranties or a period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the vehicle to the express warranties.  The necessary repairs must be made even after the expiration of the term of the express warranties or the one year period.
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 express warranty by repairing or correcting any nonconformity after a <i>reasonable number of repair attempts</i> , the manufacturer must either replace or repurchase the motor vehicle.
9. <b>Criteria for reasonable number of repair attempts</b>	Presumed if, within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a 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; or (2) The motor vehicle is out of service by reason of repair for a cumulative total of 45 or more calendar days.
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 prior direct written notification from or on behalf of the consumer, and has had an opportunity to cure the defect alleged.
11. <b>Affirmative defenses</b>	It is an affirmative defense that: (1) The alleged nonconformity does not substantially impair the use and value; or (2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle.
12. <b>Refund</b>	Refund consists of: (1) The full purchase price; and (2) All taxes, license, registration fees and all similar governmental fees, but excluding

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	interest; (3) Less a reasonable allowance for the consumer's use of the vehicle.
<b>13. Replacement</b>	Replacement is a new motor vehicle.
<b>14. Reasonable allowance</b>	A reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first written report of the nonconformity to the manufacturer, its agent or authorized dealer, and any subsequent period when the vehicle is not out of service by reason of repair.
<b>15. 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.
<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. Assuming that the UCC statute of limitations applies, a claim must be filed within four years from the date the alleged defect is discovered.
<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, 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.
<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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