

WYOMING 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 date the alleged defect is discovered.
ELIGIBLE VEHICLE	Any motor vehicle sold or registered in the state, with an unladen weight of under 10,000 pounds. Appears to cover used vehicles.
ELIGIBLE CONSUMER	(1) Person who purchases , other than for purposes of resale, a motor vehicle to which an express warranty applies; (2) any person to whom a motor vehicle is transferred during the term of an express warranty applicable to the motor vehicle; and (3) any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty. Appears not to cover a lessee.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	One year following original delivery to the consumer.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: within one year following original delivery to the consumer, either (1) four or more repair attempts or (2) out of service for 30 or more business days.
NOTICE TO MANUFACTURER	Direct written notification; for presumption to apply.
FINAL OPPORTUNITY TO REPAIR	For presumption to apply.
REASONABLE ALLOWANCE	Refund only: use prior to first report of nonconformity and any subsequent period when not out of service due to repair.
DISPUTE RESOLUTION	Before seeking refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
DISCLOSURE TO SUBSEQUENT PURCHASER	No.
TITLE BRANDING	No.

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1. Citation	Wyoming Stat. § 40-17-101.
2. Motor vehicle covered	Covers any motor vehicle sold or registered in the state, with an unladen weight of under 10,000 pounds. Appears to cover used vehicles.
3. Consumer covered	(1) Any person who purchases, other than for purposes of resale, a motor vehicle to which an express warranty applies; (2) Any person to whom a motor vehicle is transferred during the term of an express warranty applicable to the motor vehicle; and (3) Any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty. Appears not to cover lessees.
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and fair market value of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
5. Warranty defined	“Manufacturer’s express warranty” or “warranty” means the written warranty, so labeled, of the manufacturer of a new motor vehicle, including any terms or conditions precedent to the enforcement of obligations under warranty.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer within one year following the motor vehicle’s original delivery to the consumer, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the express warranties. The necessary repairs must be made even if the one year period has expired.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any express warranty by repairing or correcting a nonconformity after a <i>reasonable number of attempts</i> , then the manufacturer must either replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	Presumed if, within one year following the motor vehicle’s original delivery to the consumer, either of the following occurs: (1) The same nonconformity has been subject to repair more than three times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist; or (2) The motor vehicle is out of service due to repair for a cumulative total of 30 business days.
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 has had a reasonable opportunity to cure the alleged defect.
11. Affirmative defenses	It is affirmative defense that: (1) The alleged nonconformity does not substantially impair the use and fair market value of the motor vehicle, or (2) The nonconformity is the result of abuse, neglect or unauthorized modification or alteration of the motor vehicle by a consumer.

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12. Refund	Refund consists of: (1) The motor vehicle's full purchase price; and (2) All collateral charges; (3) Less a reasonable allowance for the consumer's use.
13. Replacement	Replacement is a new or comparable motor vehicle of the same type and similarly equipped.
14. Reasonable allowance	Applies to a refund only. A reasonable allowance for use is defined as an amount directly attributable to use of the motor vehicle prior to the first report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the motor vehicle is not out of service due to repair.
15. Refund of sales tax	No specific reference to sales tax, although "all collateral charges" would likely include sales tax. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified.
17. Attorney's fees	A consumer bringing a civil action may recover reasonable attorney's fees from the manufacturer who issued the express warranty.
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 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.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
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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