

## WYOMING 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 date the alleged defect is discovered.
<b>ELIGIBLE VEHICLE</b>	Any motor vehicle sold or registered in the state, with an unladen weight of under 10,000 pounds.  Appears to cover used vehicles.
<b>ELIGIBLE CONSUMER</b>	(1) Person who <b>purchases</b> , 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.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	One year following 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> 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.
<b>NOTICE TO MANUFACTURER</b>	Direct written notification; for presumption to apply.
<b>FINAL OPPORTUNITY TO REPAIR</b>	For presumption to apply.
<b>REASONABLE ALLOWANCE</b>	Refund only: use prior to first report of nonconformity and any subsequent period when not out of service due to 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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<b>WYOMING LEMON LAW SUMMARY</b>	
1. <b>Citation</b>	Wyoming Stat. § 40-17-101.
2. <b>Motor vehicle covered</b>	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. <b>Consumer covered</b>	(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. <b>Nonconformity defined</b>	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. <b>Warranty defined</b>	“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. <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 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. <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 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. <b>Criteria for reasonable number of repair attempts</b>	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. <b>Notice of nonconformity and final opportunity to repair</b>	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. <b>Affirmative defenses</b>	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. <b>Refund</b>	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. <b>Replacement</b>	Replacement is a new or comparable motor vehicle of the same type and similarly equipped.
14. <b>Reasonable allowance</b>	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. <b>Refund of sales tax</b>	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. <b>Enhanced damages</b>	Not specified.
17. <b>Attorney's fees</b>	A consumer bringing a civil action may recover reasonable attorney's fees from the manufacturer who issued the express warranty.
18. <b>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.
19. <b>Manufacturer-sponsored arbitration</b>	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. <b>State-sponsored arbitration</b>	Not specified.
21. <b>Dealer liability</b>	Not specified.
22. <b>Restrictions on resale of returned vehicles</b>	Not specified.
23. <b>Point of sale notice of lemon law rights</b>	Not specified.
24. <b>Limitation on waiver</b>	Not specified.

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