

WHEELCHAIRS (EXCERPT)
Act 54 of 1994

445.1083 Nonconformity; repair by manufacturer; reimbursement to authorized dealer; duty of manufacturer.

Sec. 3.

(1) If a new wheelchair does not conform to an applicable express warranty and the consumer reports the nonconformity to the manufacturer, the wheelchair lessor, or any of the manufacturer's authorized wheelchair dealers and makes the wheelchair available for repair before 1 year after first delivery of the wheelchair to a consumer, the nonconformity shall be repaired by the manufacturer as required by this act. If the manufacturer has authorized the dealer to make the repair, the dealer shall be reimbursed by the manufacturer for the dealer's costs for the repair. The manufacturer shall respond to a dealer's request for authorization not later than the end of the business day following the day the request was made.

(2) If, after a reasonable attempt to repair, the nonconformity is not repaired, the manufacturer shall do 1 of the following:

(a) If the wheelchair was purchased, at the direction of a consumer do 1 of the following:

(i) Accept return of the wheelchair and replace the wheelchair with 1 of comparable quality, size, and function and refund any collateral costs to the consumer, a holder of a security interest, or a third party who purchased the wheelchair.

(ii) Accept return of the wheelchair and refund to the consumer and to any holder of a perfected security interest in the consumer's wheelchair or third party who purchased the wheelchair not more than the full purchase price plus any finance charge, sales tax, shipping costs, and collateral costs paid by the consumer, the holder of a security interest, or the third party who purchased the wheelchair less a reasonable allowance for use. A reasonable allowance for use shall not exceed the amount obtained by multiplying the full purchase price of the wheelchair by a fraction, the denominator of which is 1,825 and the numerator of which is the number of days that the wheelchair was used before the consumer first reported the nonconformity to the wheelchair dealer.

(b) If the wheelchair is leased, accept return of the wheelchair, refund to the wheelchair lessor and to any holder of a perfected security interest in the wheelchair the current value of the written lease and refund to the consumer or third party the amount that the consumer or third party paid under the written lease plus any collateral costs, less a reasonable allowance for use. The current value of the written lease equals the total amount for which that lease obligates the consumer during the period of the lease remaining after its early termination, plus the wheelchair dealer's early termination costs and the value of the wheelchair at the lease expiration date if the lease sets forth that value, less the wheelchair lessor's early termination savings. A reasonable allowance for use shall not exceed the amount obtained by multiplying the total amount for which the written lease obligates the consumer by a fraction, the denominator of which is 1,825 and the numerator of which is the number of days that the wheelchair was used before the consumer first reported the nonconformity to the manufacturer, wheelchair lessor, or wheelchair dealer.

History: 1994, Act 54, Imd. Eff. Mar. 31, 1994