



Wyoming Lemon Law Statute

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Title 40, Chapter 17, § 101

Chapter 17, 40-17-101. Definitions; express warranties; duty to make warranty repairs.

(a) As used in this section:

(i) "**Consumer**" means any person:

(A) Who purchases a motor vehicle, other than for purposes [purpose] of resale, to which an express warranty applies; or

(B) To whom a motor vehicle is transferred during the term of an express warranty applicable to the motor vehicle; or

(C) Entitled by the terms of an express warranty applicable to a motor vehicle to enforce it.

(ii) "**Motor vehicle**" means every vehicle under ten thousand (10,000) pounds unladen weight, sold or registered in the state, which is self-propelled except vehicles moved solely by human power;

(iii) "**Reasonable allowance for consumer's use**" means an amount directly attributable to use of the motor vehicle prior to the first report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the motor vehicle is not out of service due to repair;

(iv) "**Manufacturers' 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.

(b) If a new motor vehicle does not conform to all applicable express warranties and the consumer reports the nonconformity to the manufacturer, its agent or its authorized

dealer within one (1) year following the original delivery of the motor vehicle to the consumer, the manufacturer, its agent or authorized dealer shall make repairs necessary to conform the vehicle to the express warranties. The necessary repairs shall be made even if the one (1) year period has expired.

(c) 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 defect or condition which substantially impairs the use and fair market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall:

(i) Replace the motor vehicle with a new or comparable motor vehicle of the same type and similarly equipped; or

(ii) Accept return of the motor vehicle and refund to the consumer and any lienholder as their interest may appear the full purchase price including all collateral charges less a reasonable allowance for consumer's use.

(d) It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to express warranty if within one (1) year following the original delivery of the motor vehicle to the consumer, whichever is later:

(i) The same nonconformity has been subject to repair more than three (3) times by the manufacturer, its agents or its authorized dealers and the same nonconformity continues to exist; or

(ii) The vehicle is out of service due to repair for a cumulative total of thirty (30) business days.

(e) Nothing in this section shall be construed to limit the rights or remedies of a consumer under any other statute.

(f) Subsection (c) of this section does not apply to any consumer who has failed to exhaust his remedies under a manufacturer's informal dispute settlement procedure if a procedure exists and is in compliance with applicable federal statute and regulation.

(g) It is an affirmative defense to any claim under this section that:

(i) An alleged nonconformity does not substantially impair the use and fair market value of the motor vehicle; or

(ii) A nonconformity is the result of abuse, neglect or unauthorized modification or alteration of a motor vehicle by a consumer.

(h) In no event shall the presumption herein provided in subsection (d) of this section 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.

(j) Any period of time provided in subsection (d) of this section shall be extended by any period of time during which the vehicle could not reasonably be repaired due to war, invasion, act of terror, civil unrest, strike, fire, flood or natural disaster.

(k) Any consumer injured by a violation of this section may bring a civil action to enforce this section and may recover reasonable attorney's fees from the manufacturer who issued the express warranty.