

As Amended by House Committee

Session of 2016

HOUSE BILL No. 2735

By Committee on Appropriations

3-15

1 AN ACT concerning manufacturer warranties; relating to enforcement of
2 warranty if registration card or form not filed.

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4 *Be it enacted by the Legislature of the State of Kansas:*

5 Section 1. (a) (1) Every manufacturer, distributor or retailer making
6 express warranties with respect to consumer goods shall fully set forth
7 those warranties in simple and readily understood language, which shall
8 clearly identify the party making the express warranties, and which shall
9 conform to the federal standards for disclosure of warranty terms and
10 conditions set forth in the federal Magnuson-Moss warranty-federal trade
11 commission improvement act, 15 U.S.C. § 2301 et seq., and in the
12 regulations of the federal trade commission adopted pursuant to the
13 provisions of that act. If the manufacturer, distributor or retailer provides a
14 warranty or product registration card or form, or an electronic online
15 warranty or product registration form, to be completed and returned by the
16 consumer, the card or form shall contain statements, each displayed in a
17 clear and conspicuous manner, that do the following:

18 (A) Inform the consumer that the card or form is for product
19 registration; and

20 (B) inform the consumer that failure to complete and return the card
21 or form does not diminish such consumer's warranty rights.

22 (2) (A) Every work order or repair invoice for warranty repairs or
23 service shall clearly and conspicuously incorporate in 10-point boldface
24 type the following statement, either on the face of the work order or repair
25 invoice, or on the reverse side, or on an attachment to the work order or
26 repair invoice: "A buyer of this product in Kansas has the right to have this
27 product serviced or repaired during the warranty period. The warranty
28 period will be extended for the number of whole days that the product has
29 been out of the buyer's hands for warranty repairs. If a defect exists within
30 the warranty period, the warranty will not expire until the defect has been
31 fixed. The warranty period will also be extended if the warranty repairs
32 have not been performed due to delays caused by circumstances beyond
33 the control of the buyer, or if the warranty repairs did not remedy the
34 defect and the buyer notifies the manufacturer or seller of the failure of the
35 repairs within 60 days after they were completed. If, after a reasonable
36 number of attempts, the defect has not been fixed, the buyer may return

1 this product for a replacement or a refund subject, in either case, to
2 deduction of a reasonable charge for usage. This time extension does not
3 affect the protections or remedies the buyer has under other laws."

4 (B) If the required notice is placed on the reverse side of the work
5 order or repair invoice, the face of the work order or repair invoice shall
6 include the following notice in 10-point boldface type: "Notice to
7 consumer: Please read important information on back."

8 (C) A copy of the work order or repair invoice and any attachment
9 shall be presented to the buyer at the time that warranty service or repairs
10 are made.

11 (b) No warranty or product registration card or form, or an electronic
12 online warranty or product registration form, may be labeled as a warranty
13 registration or a warranty confirmation.

14 (c) This section does not apply to any warranty or product registration
15 card or form that was printed prior to January 1, 2017, and was shipped or
16 included with a product that was placed in the stream of commerce prior to
17 January 1, 2017.

18 (d) Every manufacturer, distributor or retailer making express
19 warranties and who elects to maintain service and repair facilities within
20 this state shall perform one or more of the following:

21 (1) At the time of sale, provide the buyer with the name and address
22 of each service and repair facility within this state.

23 (2) At the time of the sale, provide the buyer with the name, address
24 and telephone number of a service and repair facility central directory
25 within this state, or the toll-free telephone number of a service and repair
26 facility central directory outside this state. It shall be the duty of the central
27 directory to provide, upon inquiry, the name and address of the authorized
28 service and repair facility nearest the buyer.

29 (3) Maintain at the premises of retail sellers of the warrantor's
30 consumer goods a current listing of the warrantor's authorized service and
31 repair facilities, or retail sellers to whom the consumer goods are to be
32 returned for service and repair, whichever is applicable, within this state. It
33 shall be the duty of every retail seller provided with that listing to provide,
34 on inquiry, the name, address and telephone number of the nearest
35 authorized service and repair facility, or the retail seller to whom the
36 consumer goods are to be returned for service and repair, whichever is
37 applicable.

38 (e) **Failure of a manufacturer, distributor or retailer to comply**
39 **with this section is a deceptive act or practice under K.S.A. 50-626,**
40 **and amendments thereto. If a consumer prevails in an action based**
41 **upon a breach of warranty, and the manufacturer, distributor or**
42 **retailer has violated this section, the court may, in addition to any**
43 **damages recovered, award reasonable attorney fees and civil penalties**

1 **under K.S.A. 50-636, and amendments thereto, to be paid by the**
2 **manufacturer, distributor or retailer as the court determines.**

3 (f) This section shall be part of and supplemental to the Kansas
4 consumer protection act.

5 Sec. 2. This act shall take effect and be in force from and after
6 January 1, 2017, and its publication in the statute book.