

50-696. Definitions. As used in this act:

(a) "Assistive device" means any device, including a demonstrator, that a consumer purchases or accepts transfer of in this state which is used for a major life activity which includes, but is not limited to, manual wheelchairs, motorized wheelchairs, motorized scooters and other aides that enhance the mobility of an individual; hearing aide, telephone communication devices for the deaf (TTY), assistive listening devices and other aides that enhance an individual's ability to hear; voice synthesized computer modules, optical scanners, talking software, braille printers and other devices that enhance a sight impaired individual's ability to communicate; and any other assistive device that enables a person with a disability to communicate, see, hear or maneuver.

(b) "Assistive device dealer" means a person who is in the business of selling assistive devices.

(c) "Assistive device lessor" means a person who leases an assistive device to a consumer, or who holds the lessor's rights, under a written lease.

(d) "Collateral costs" means expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining an alternative assistive device.

(e) "Consumer" means any of the following:

(1) The purchaser of an assistive device, if the assistive device was purchased from an assistive device dealer or manufacturer for purposes other than resale;

(2) a person to whom the assistive device is transferred for purposes other than resale, if the transfer occurs before the expiration of an express warranty applicable to the assistive device;

(3) a person who may enforce the warranty;

(4) a person who leases an assistive device from an assistive device lessor under a written lease.

(f) "Demonstrator" means an assistive device used primarily for the purpose of demonstration to the public.

(g) "Early termination cost" means any expense or obligation that an assistive device lessor incurs as a result of both the termination of a written lease before the termination date set forth in that lease and the return of an assistive device to a manufacturer pursuant to this section. Early termination cost includes a penalty for prepayment under a finance arrangement.

(h) "Early termination saving" means any expense or obligation that an assistive device lessor avoids as a result of both the termination of a written lease before that termination date set forth in that lease and the return of an assistive device to a manufacturer pursuant to this section. Early termination saving includes an interest charge that the assistive device lessor would have paid to finance the assistive device or, if the assistive device lessor does not finance the assistive device, the difference between the total amount for which the lease obligates the consumer during the period of the lease term remaining after the early termination and the present value of that amount at the date of the early termination.

(i) "Manufacturer" means a person who manufactures or assembles assistive devices and agents of that person, including an importer, a distributor, factory branch, distributor branch and any warrantors of the manufacturer's assistive device, but does not include an assistive device dealer.

(j) "Nonconformity" means a condition or defect that substantially impairs the use, value or safety of an assistive device, and that is covered by an express warranty applicable to the assistive device or to a component of the assistive device, but does not include a condition or defect that is the result of abuse, neglect or unauthorized modification or alteration of the assistive device by a consumer.

(k) "Reasonable attempt to repair" means within the terms of an express warranty applicable to a new assistive device:

(1) Any nonconformity within the warranty that is either subject to repair by the manufacturer, assistive device lessor or any of the manufacturer's authorized assistive device dealers, for at least four times and a nonconformity continues;

(2) the assistive device is out of service for an aggregate of at least 30 cumulative days because of warranty nonconformity.

History: L. 1996, ch. 18, § 1; July 1.