

50-697. Warranty of manufacturer who sells assistive device to consumer; repair of nonconforming assistive device; remedies of nonconformity not repaired; current value of written lease; reasonable allowance. (a) A manufacturer who sells an assistive device to a consumer, either directly or through an assistive device dealer, shall furnish the consumer with an express warranty for the assistive device. The duration of the express warranty shall be not less than one year after first delivery of the assistive device to the consumer. In the absence of an express warranty from the manufacturer, the manufacturer shall be deemed to have expressly warranted to the consumer of an assistive device that, for a period of one year from the date of first delivery to the consumer, the assistive device will be free from any condition or defect which substantially impairs the use or the value, or both, of the assistive device to the consumer.

(b) If a new assistive device does not conform to an applicable express warranty and the consumer reports the nonconformity to the manufacturer, the assistive device lessor or any of the manufacturer's authorized assistive device dealers and makes the assistive device available for repair before one year after return delivery of the assistive device to a consumer, the nonconformity shall be repaired at no charge to the consumer.

(c) If, after a reasonable attempt to repair, the nonconformity is not repaired, the manufacturer shall carry out the requirement set forth under subsection (d).

(d) If, after a reasonable attempt to repair, the nonconformity is not repaired, then at the direction of a consumer described under paragraph (1), (2), or (3) of subsection (e) of K.S.A. 50-696 and amendments thereto, the manufacturer shall do one of the following:

(1) Accept return of the assistive device and replace the assistive device with a comparable new assistive device and refund any collateral costs;

(2) accept return of the assistive device and refund to the consumer and to any holder of a perfected security interest in the consumer's assistive device, as their interest may appear, the full purchase price plus any finance charge amount paid by the consumer at the point of sale and collateral costs, less a reasonable allowance for use. A reasonable allowance for use may not exceed the amount obtained by multiplying the full purchase price of the assistive device by a fraction, the denominator of which [is] 1,825 and the numerator of which is the number of days that the assistive device was used before the consumer first reported the nonconformity to the assistive device dealer;

(3) with respect to a consumer described under paragraph (4) of subsection (e) of K.S.A. 50-696 and amendments thereto, accept return of the assistive device, refund to the assistive device lessor and to any holder of a perfected security interest in the assistive device, as their interest may appear, the current value of the written lease and refund to the consumer the amount that the consumer paid under the written lease plus any collateral costs, less a reasonable allowance for use.

(e) 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 assistive device dealer's early termination costs and the value of the assistive device at the lease expiration date if the lease sets forth that value, less the assistive device lessor's early termination savings.

(f) A reasonable allowance for use may 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 a number of days that the consumer used the assistive device before first reporting the nonconformity to the manufacturer, assistive device lessor or assistive device dealer.

History: L. 1996, ch. 18, § 2; July 1.