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Consumer Protection; Express Warranties on New Motor Vehicles

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Consumer Protection

Consumer Protection; express warranties on new motor vehicles

NEV. REV. STAT. §598.— (new).
AB 59 (Berkeley); 1983 STAT. Ch 261

Chapter 261 establishes procedures for the enforcement of manufacturers' express warranties on new motor vehicles.¹ Chapter 261 states that if a new motor vehicle does not conform to a manufacturer's express warranty, the buyer,² in order to enforce the warranty, must report the nonconformity to the manufacturer in writing within (1) the time period covered by the warranty,³ or (2) one year after the date of original delivery,⁴ whichever period is shorter.⁵ The manufacturer, its agent, or its authorized dealer (hereinafter referred to as seller) must then make the repairs necessary to conform the vehicle to the express warranty.⁶ Chapter 261 further provides that if the seller is unable to conform the vehicle to the express warranty after a reasonable number of attempts, and the use or value of the vehicle is substantially impaired, the manufacturer must either replace the vehicle or refund the purchase price less a reasonable allowance for the buyer's use of the vehicle.⁷ For purposes of this provision, Chapter 261 specifies that a reasonable number of attempts is presumed if, during the time covered by the warranty or one year after the date of delivery, whichever is

1. NEV. REV. STAT. §§482.075, 482.135 (definition of motor vehicle). Chapter 261 specifically excludes motorcycles, motor homes, and off-road vehicles from the definition for purposes of its provisions. 1983 Nev. Stat. c. 261, §2(2), at 610. See generally 1983 Nev. Stat. c. 261, §§1-10, at 610-13.

2. A buyer is defined as (1) any person who purchases or contracts to purchase, other than for purposes of resale, a motor vehicle normally used for personal, family or household purposes; (2) any person to whom the motor vehicle is transferred during the time an express warranty is in effect; or (3) any person entitled to enforce the warranty. 1983 Nev. Stat. c. 261, §2(1), at 610.

3. *Id.* c. 261, §3(1), at 610.

4. *Id.* c. 261, §3(2), at 611.

5. *Id.* c. 261, §3, at 610-11.

6. *Id.* The repairs must then be made regardless of whether the warranty has expired or one year has passed since the date of delivery. *Id.*

7. *Id.* c. 261, §4(1), at 611. Replacement must be made with a vehicle of the same model and features. If one cannot be delivered within a reasonable time, replacement must be made with a comparable model that is substantially similar to the replaced vehicle. *Id.* c. 261, §4(1)(a), at 611. Refund, including all sales taxes, license fees, registration fees, and other similar governmental charges must be made to the buyer and lienholder as their interests appear. *Id.* c. 261, §4(1)(b), at 611. Reasonable allowance for use is the amount directly attributable to use by the buyer before the first report of the nonconformity and during any subsequent period that the vehicle was not out of service for repairs. *Id.*

shorter, (1) the same nonconformity persists after the vehicle has been subject to repair four or more times or (2) the vehicle is out of service for repairs for a cumulative total of at least thirty days.⁸ This thirty day time period, however, must be appropriately extended whenever the necessary repairs cannot be made for reasons beyond the control of the seller.⁹

Chapter 261 requires that any action brought pursuant to its terms must be commenced within eighteen months after the original delivery date of the vehicle.¹⁰ Chapter 261, however, does not limit any other rights or remedies that the buyer may have under law or by agreement.¹¹ Furthermore, Chapter 261 specifies that the running of a time period established by its provisions is tolled during the time that services to repair the vehicle are not reasonably available to the buyer because of a war, invasion, strike, fire, flood, or other natural disaster.¹²

Moreover, Chapter 261 provides that when the manufacturer has established a procedure for settling disputes informally in compliance with specified provisions of the Code of Federal Regulations,¹³ the buyer must first submit a claim for refund or replacement under these procedures before bringing any action pursuant to Chapter 261.¹⁴ Finally, any provision or agreement between the buyer and seller that waives the buyer's rights or remedies provided by Chapter 261 is void.¹⁵

8. *Id.* c. 261, §4(2), at 611.

9. *Id.* c. 261, §4(2)(b), at 611.

10. *Id.* c. 261, §9, at 612.

11. *Id.* c. 261, §7, at 612.

12. *Id.* c. 261, §5, at 611.

13. Informal Dispute Settlement Procedures, 16 C.F.R. §§703.1-.8 (1983).

14. 1983 Nev. Stat. c. 261, §6, at 612.

15. *Id.* c. 261, §8, at 612.

Consumer Protection; deceptive trade practices

NEV. REV. STAT. §598.— (new); §§598.360, 598.410, 598.510, 598.520, 598.530, 598.540, 598.550, 598.560, 598.570, 598.640 (amended).

SB 318 (Wilson); 1983 STAT. Ch 365

Under existing law, deceptive trade practices include false or misleading statements concerning goods, services or the business of an-