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SURVEY OF STATE BOAT & BOAT ACCESSORY WARRANTY LAWS

PREPARED FOR THE NATIONAL MARINE
MANUFACTURERS ASSOCIATION

by

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1. Chart Summarizing State Boat and Boat Accessory Warranty Laws

	<i>Applicable Deceptive Practices Laws</i>	<i>Extended Warranty / Service Contract Regulation</i>	<i>Potentially Applicable Vehicle Protection Product Regulation</i>	<i>Minimum Statutory Manufacturer Warranty Length</i>	<i>Manufacturer-Dealer Buy-Back Requirements</i>	<i>Minimum Labor Rate for Manufacturer-Dealer Warranty Work Reimbursement</i>	<i>Minimum Piece Cost for Manufacturer-Dealer Warranty Work Reimbursement</i>
ALABAMA	Yes	Yes	Yes	No	No	No	No
ALASKA	Yes	No	No	No	Yes	Yes	Yes
ARIZONA	Yes	No	No	No	No	No	No
ARKANSAS	Yes	Yes	No	No	No	No	No
CALIFORNIA	Yes	Yes	Yes	No	Yes	Yes	Yes
COLORADO	Yes	Yes	No	No	Yes (personal watercraft)	No	No
CONNECTICUT	Yes	Yes	No	No	No	No	No
DELAWARE	Yes	No	No	No	No	No	No
FLORIDA	Yes	Yes	No	No	No	No	No
GEORGIA	Yes	No	No	No	Yes	No	No
HAWAII	Yes	Yes	Yes	No	No	No	No
IDAHO	Yes	No	No	No	No	No	No
ILLINOIS	Yes	Yes	No	No	No	No	No
INDIANA	Yes	No	No	No	No	No	No
IOWA	Yes	No	No	No	No	No	No
KANSAS	Yes	No	Yes	No	No	No	No
KENTUCKY	Yes	No	No	No	No	No	No
LOUISIANA	Yes	No	No	No	Yes	Yes	Yes
MAINE	Yes	Yes	No	No	No	Yes	Yes
MARYLAND	Yes	Yes	Yes	No	No	No	No
MASSACHUSETTS	Yes	Yes	Yes	No	No	No	No
MICHIGAN	Yes	No	Yes	No	No	No	No
MINNESOTA	Yes	Yes	No	No	No	Yes	Yes
MISSISSIPPI	Yes	No	Yes	No	No	No	No
MISSOURI	Yes	Yes	Yes	No	Yes	No	No
MONTANA	Yes	Yes	No	No	No	No	No
NEBRASKA	Yes	No	No	No	Yes	Yes	Yes
NEVADA	Yes	No	No	No	No	No	No
NEW HAMPSHIRE	Yes	Yes	No	No	No	No	No
NEW JERSEY	Yes	Yes	Yes	No	No	No	No
NEW MEXICO	Yes	Yes	No	No	No	No	No
NEW YORK	Yes	Yes	No	No	Yes	Yes	Yes
NORTH CAROLINA	Yes	No	No	No	No	No	No
NORTH DAKOTA	Common Law	No	No	No	Yes (personal watercraft)	No	No
OHIO	Yes	Yes	Yes	No	No	No	No
OKLAHOMA	Yes	No	Yes	No	No	No	No
OREGON	Yes	Yes	Yes	No	No	No	No
PENNSYLVANIA	Yes	No	No	No	No	No	No
RHODE ISLAND	Yes	No	No	No	No	Yes	Yes
SOUTH CAROLINA	Yes	Yes	No	No	No	No	No
SOUTH DAKOTA	Yes	No	No	No	Yes	Yes	Yes
TENNESSEE	Yes	No	Yes	No	No	No	No

	<i>Applicable Deceptive Practices Laws</i>	<i>Extended Warranty / Service Contract Regulation</i>	<i>Potentially Applicable Vehicle Protection Product Regulation</i>	<i>Minimum Statutory Manufacturer Warranty Length</i>	<i>Manufacturer-Dealer Buy-Back Requirements</i>	<i>Minimum Labor Rate for Manufacturer-Dealer Warranty Work Reimbursement</i>	<i>Minimum Piece Cost for Manufacturer-Dealer Warranty Work Reimbursement</i>
TEXAS	Yes	Yes	Yes	No	Yes	Yes	Yes
UTAH	Yes	Yes	No	No	Yes (personal watercraft)	Yes (personal watercraft)	Yes (personal watercraft)
VERMONT	Yes	Yes	No	No	No	No	No
VIRGINIA	Yes	Yes	No	No	No	Yes	Yes
WASHINGTON	Yes	Yes	No	No	Yes (personal watercraft)	Yes (personal watercraft)	Yes (personal watercraft)
WEST VIRGINIA	Yes	No	No	No	Yes	Yes	Yes
WISCONSIN	Yes	Yes	Yes	No	Yes	No	No
WYOMING	Yes	Yes	No	No	No	No	No

2. Overview of Laws & Regulation for Boat and Boat Accessory Warranties

This survey focuses on state-specific laws and regulations applicable to boat and boat accessory warranties. Warranties are principally governed by contract law, including customary common law and statutes such as the Uniform Commercial Code. Federal regulations may apply, including the Moss-Magnuson Act and Federal Trade Commission regulations issued under that Act. Additional state consumer protection laws affect warranties, as do certain state regulations of insurers and manufacturer-dealer relationships.

2.1. General Contract Law

When evaluating a warranty (or any other contract), the warranty itself is the first place to start. Express warranties can be oral or written. Generally speaking, agreements are enforced according to their terms. Evaluating a warranty requires understanding applicable fundamentals such contract formation, contract interpretation, third-party rights, contract breach, and post-breach remedies.

For example, questions of whether a warrantor must replace a product, repair a product, or refund a product, and how much the refund should be, turns first on whether a remedy is selected in the contract or damages are limited or fixed. Almost all other major issues relating to boat and boat accessory warranties—such as duration of a warranty, calculations of and limits upon repair costs, and obligations to repurchase—are primarily determined by the terms of the warranty. Manufacturers of boats or boat part accessories should have written customer agreements defining and limiting their warranty obligations.

2.2. The Uniform Commercial Code

Every state except Louisiana has now enacted, in some form or fashion, Article 2 of the Uniform Commercial Code (the “UCC”). The UCC applies to transactions in “goods” such as boats and other watercraft and their accessories.¹ Under the UCC, as at common law, parties generally have latitude in drafting the warranty and the warranty will be enforced according to its terms in most instances. The UCC provides default rules that will apply if there is no controlling agreement.

Express warranties may be created through affirmations of fact, promises, descriptions of goods, and samples or models as long as those actions or communications are part of the basis of the bargain made with the buyer.² Sellers of goods may make express warranties with or without providing a written agreement or using formal terms such as “warranty” or “guaranty.”³ A complete and exclusive written agreement will typically protect sellers against attempts to enforce prior inconsistent express oral warranties.⁴

In addition, by default sellers provide buyers with implied warranties of title, merchantability, and fitness plus other implied warranties that may arise from course of dealing or usage of trade.⁵ The warranties of merchantability and fitness are not clearly defined. Determining whether such implied warranties cover a malfunction in a boat or boat part requires an evaluation of many issues, including the nature alleged defect and overall industry standards and reasonable customer expectations.

As under the common law, the UCC permits both express and implied warranties to be limited by words, conduct, or agreement.⁶ The UCC requires specific and clear notice to restrict implied warranties.⁷ Further, plenty of states impose further limits on disclaimers of implied warranties especially with regard to consumer goods.⁸ Given the vague nature of implied warranties, boat and boat accessory

¹ U.C.C. § 2-102.

² *Id.* § 2-313.

³ *Id.*

⁴ *Id.* § 2-202.

⁵ *Id.* §§ 2-312, 2-314, & 2-315.

⁶ *Id.* § 2-316(1).

⁷ *Id.* § 2-316(2)-(3).

⁸ *See, e.g.*, MD. CODE, COM. LAW §2-316.1(2)-(3) (“Any oral or written language used by a seller of consumer goods and services, which attempts to exclude or modify any implied warranties of merchantability and fitness for a particular purpose or to exclude or modify the consumer’s remedies for breach of those warranties, is unenforceable. However, the seller may recover from the manufacturer any damages resulting from breach of the implied warranty of merchantability or fitness for a particular purpose. Any oral or written language used by a manufacturer of consumer goods, which attempts to limit or modify a consumer’s

manufacturers should have written contracts limiting their implied warranty obligations.

Along with limiting implied warranties, manufacturers should also limit damages for breach of warranty. As at common law, the UCC generally permits an agreement to limit or fix damages within a reasonable range and to specify remedies.⁹ A properly drafted warranty will limit damages, including consequential and incidental damages, and preserve a warrantor's discretion to repair or replace defective goods after receiving requisite notice. Certain states have abridged the right to limit damages by agreement, especially with regards to consumer products or claims for personal injury. Choice-of-law provisions in warranties can, in some instances, determine which state's laws will apply to these issues.

2.3. Federal Law

The Magnuson-Moss Warranty–Federal Trade Commission Improvement Act of 1975 (the “MMWA”) and the regulations of the Federal Trade Commission (the “FTC”) adopted pursuant to the provisions of that Act are essential components of United State warranty law.¹⁰ The MMWA itself is not terribly complicated, but the regulations issued under the MMWA by the FTC are somewhat lengthy and also must be understood and followed by entities issuing warranties for consumer goods, including boats and boat accessories.¹¹

Broadly speaking, the MMWA requires clear, adequate, and consistent disclosure and explanation of the terms of express written warranties. The MMWA only imposes minimal regulations upon the terms of those warranties. Consumer warranties should be drafted and evaluated in light of the MMWA.

2.4. General Consumer Protection Regulation

Along with the UCC, most states have passed some sort of Deceptive Trade Practices Act or other unfair trade practices act (“DTPA”). DTPAs typically forbid the use of misrepresentations or other deceptive practices in commerce.¹²

remedies for breach of the manufacturer's express warranties, is unenforceable, unless the manufacturer provides reasonable and expeditious means of performing the warranty obligations.”)

⁹ U.C.C. § 2-719(1).

¹⁰ See 15 U.S.C. §§ 2301 *et seq.*

¹¹ *Forcellati v. Hyland's, Inc.*, 876 F.Supp.2d 1155, 1164 (C.D. Cal. 2012) (*quoting Kemp v. Pfizer, Inc.*, 835 F.Supp. 1015, 1024 (E.D. Mich. 1993) (*quoting* Magnuson–Moss Warranty Act: Implementation and Enforcement Policy, 40 Fed.Reg. 25,721, 25,722 (1975))).

¹² U.D.T.P.A. §§ 2(5) & 2(7).

Misrepresentations, material omissions, and other misconduct regarding warranties or service contracts can violate DTPAs.

Many states have enacted other consumer protection laws that more specifically address warranties in general or even boat and boat part warranties in particular. These laws must also be considered when drafting warranties or evaluating warranty claims.

2.5. Manufacturer-Dealer Regulation

Some states regulate relations between boat dealers and boat/boat accessory manufacturers under laws for distributors, franchises, and other arrangements. In some instances these regulations directly affect warranty obligations. While the regulations that do touch on warranties tend to focus more on the manufacturer-retailer relationship, in some instances these regulations affect rights and obligations among consumers and manufacturers or other entities in the supply chain that do not directly conduct business with consumers. Further, many of these laws do set minimums for manufacturer reimbursements to dealers for warranty work. This paper notes where state regulations on manufacturers and dealers, distributors, and franchisors affect legal obligations and rights relating to boat warranties.

2.6. Insurance Regulation

Some states have enacted insurance regulations affecting boat and boat accessory warranties. Insurance can be broadly defined as an “agreement by which one party agrees to do something of value for another party upon the occurrence of some specified contingency.”¹³ A warranty that promises to repair or replace a good upon the occurrence of a failure or breakdown can fit this definition. Further, many of the public policy considerations that drive insurance regulation—ensuring fairness, ensuring that the insurer has the wherewithal to fulfill its promises—could also justify warranty regulation.

Plenty of states have accordingly begun regulating warranties, at least insofar as those warranties are “extended warranties” or “service contracts” made for consideration separate and in addition to the purchase of the goods. Florida even goes further and regulates warrantors regardless of whether they provide traditional warranties or service contracts. Warranties for “vehicle protection products” are also commonly regulated, and as shown below most of these statutes could arguably apply to boats as “vehicles.”

¹³ See, e.g., BLACK’S LAW DICTIONARY at 355(2d pocket ed. 2001).

3. Discussion of State Laws on Consumer Boat and Boat Accessory Warranties

3.1. Alabama

Consumer Protection: Alabama’s DTPA specifically includes “[i]ntentionally misrepresenting that a warranty or guarantee confers or involves certain rights or remedies” as an unlawful trade practice.¹⁴

Manufacturer-Dealer Regulation: In 2009 Alabama enacted regulations for dealers and suppliers (*i.e.*, manufacturers) of “heavy equipment,” which includes “self-propelled ... machinery for maritime ... usage.”¹⁵ This law ostensibly could apply to boats. Its requirements mostly focus on relationships between manufacturers and dealers, however. The requirement that suppliers indemnify dealers from certain customer claims may be worth noting.¹⁶ Dealer agreements must be reasonable.¹⁷

Vehicle Protection Products: In 2006 Alabama enacted laws that apply to “vehicle protection products” but do not define the crucial term “vehicle.” “Vehicle protection products” are described as follows:

A vehicle protection device, system, or service that is all of the following:

- a. Installed on or applied to a vehicle.
- b. Is designed to prevent loss or damage to a vehicle from a specific cause.
- c. Includes a written warranty.

For purposes of this chapter, the term vehicle protection product shall include, without limitation, alarm systems, body part marking products, steering locks, window etch products, pedal and ignition locks, fuel and ignition kill switches, and electronic, radio, and satellite tracking devices.¹⁸

Boats could come equipped with devices that are similar to these named vehicle protection products. Where these devices are backed by a written warranty, warrantors must provide certain disclosures and information in that warranty.¹⁹ Customer discretion to cancel such warranties in a limited fashion is required,

¹⁴ ALA. CODE § 8-19-5(21).

¹⁵ *Id.* § 8-21B-3.

¹⁶ *Id.* § 8-21B-11.

¹⁷ *Id.* § 8-21B-10.

¹⁸ *Id.* § 8-33-2(6).

¹⁹ *Id.* § 8-33-7.

warrantors must retain certain records, and warrantors are prohibited from calling themselves “insurers” and the like.²⁰

Extended Warranties: Like many states, Alabama regulates “service contracts” or extended warranties. A “service contract” is a contract “for a separately stated consideration” for the repair, replacement, or maintenance of property.²¹ “Service contracts” are not “warranties,” however. A true “warranty” is not made for “consideration stated separately from the price of the property or services sold,” nor is it “negotiated separate from the sale of the product” and must be “incidental to the sale of the product[.]”²² Sellers of service contracts must, among other things, register with the state, provide certain disclosures to customers, and maintain certain financial assurances of performance.²³ As with warranties for vehicle protection products, the terms of service products are regulated, limited customer cancellation is required, providers must retain certain records, and providers are prohibited from calling themselves “insurers” and the like.²⁴

3.2. Alaska

Consumer Protection: Alaska’s DTPA specifically forbids “representing that an agreement confers or involves rights, remedies, or obligations which it does not confer or involve, or which are prohibited by law[.]”²⁵ In addition, the Alaska DTPA requires disclosure and separate itemization when a repair bill includes charges for work and a charge for a guaranty or warranty.²⁶

Manufacturer-Dealer Regulation: Alaska does directly regulate warranties for “marine products,” which includes “a new watercraft, boat, or gasoline motor designed for recreational or commercial use on water” but not “a watercraft designed or adapted to be powered only by an occupant’s energy[.]”²⁷ Manufacturers must provide standard warranties to a purchaser from an authorized dealer.²⁸ Dealers must fully and accurately disclose warranties and deliver operation and maintenance manuals to buyers.²⁹ The law governs claims and reimbursements between dealers and

²⁰ *Id.* §§ 8-33-7, 8-33-8, & 8-33-9.

²¹ *Id.* § -8-32-2(13).

²² *Id.* § 8-32-2(15).

²³ *Id.* § 8-32-3.

²⁴ *Id.* §§ 8-32-3 to 8-32-8.

²⁵ ALASKA STAT. § 45.50471(b) (14).

²⁶ *Id.* § 45.50471(b) (17) (making it a DTPA violation to “bas[e] a charge for repair in whole or in part on a guaranty or warranty rather than on the actual value of the actual repairs made or work to be performed on the item without stating separately the charges for the work and the charge for the guaranty or warranty, if any”).

²⁷ *Id.* § 45.27.390(7).

²⁸ *Id.* § 45.27.100.

²⁹ *Id.* § 45.27.120.

manufacturers and restrictions by manufacturers for dealer repairs.³⁰ There are minimum rates for labor reimbursement and parts must be reimbursed at the current manufacturer's full suggested retail price.³¹

If non-conforming products cannot be repaired, they must be replaced or the full purchase price minus the reasonable value of the purchaser's use must be provided by the manufacturer.³² Claims must be presented by the purchaser in writing with certain information and within a limited period of time.³³ Certain actions by the purchaser, such as abuse or alteration, will excuse the manufacturer from compliance with these requirements.³⁴

Manufacturers do have repurchase obligations upon cancellation or nonrenewal of a dealership agreement.³⁵

3.3. Arizona

Consumer Protection: Arizona's DTPA does not specifically address warranties. Nevertheless, warranties must be accurately described and presented to customers without deception or concealment.³⁶

3.4. Arkansas

Consumer Protection: While the Arkansas DTPA does not specifically address warranties, it generally prohibits making false representations about services, taking advantage of customers' inability to understand agreements, and using deception or concealing material facts in connection with the sale of services.³⁷ "Services" can include warranties as something that is purchased that lacks physical characteristics.³⁸

Extended Warranties: Arkansas specifically regulates "service contracts" but excludes "warranties" from this scheme insofar as warranties are (1) made without charge, (2) not sold separately, (3) incidental to the sale of the product, and (4) for the repair or replacement of property and related services.³⁹ Manufacturers who do enter regulated service contracts/extended warranties must register with the state, establish certain financial assurances of performance, provide certain disclosures to consumers,

³⁰ *Id.* §§ 45.27.130-180.

³¹ *Id.* § 45.27.150.

³² *Id.* § 45.27.190

³³ *Id.* § 45.27.200.

³⁴ *Id.* § 45.27.210.

³⁵ *Id.* §45.37.050.

³⁶ ARIZ. REV. STAT. § 44-1522(A).

³⁷ ARK. CODE §§ 4-88-107 & 4-88-108.

³⁸ *Id.* § 4-88-102(7).

³⁹ *Id.* § 4-114-102(c)(14).

retain certain records, permit the cancellation of such agreements in certain circumstances, and refrain from requiring the purchase of service contracts.⁴⁰

3.5. California

Consumer Protection: Although it has not enacted a general DTPA, California typically leads the nation in enacting consumer protection laws. Chief among these protections is the Song-Beverly Consumer Warranty Act, which applies to warranties for “consumer goods.”⁴¹ Boats will be considered “consumer goods” if they are purchased or used for personal, household, or family purposes.⁴²

Warranties for such boats must therefore contain “simple and readily understood language” and “clearly identify the party making the express warranties” along with complying with the other MMWA requirements discussed above.⁴³ As under the MMWA, there are limits on registration cards and registration cannot be required from a customer.⁴⁴ Invoices and work orders for warranties must remind customers of their rights and the required extension of warranty coverage in instances of defect.⁴⁵

Manufacturers who maintain service and repair facilities in the State of California must disclose the address and telephone numbers of those facilities to customers (or provide a 1-800-number of out-of-state facilities) and must assist retailer sellers in maintaining lists of authorized facilities.⁴⁶ Manufacturers who provide express warranties must either (1) maintain “service and repair facilities reasonably close to all areas where its consumer goods are sold,” (2) contract with independent service and repair facilities that are so situated, or (3) pay transportation costs.⁴⁷ “[S]ufficient service literature and replacement parts to effect repairs during the express warranty period” must be provided to such facilities.⁴⁸

Independent servicemen must be compensated for “the actual and reasonable costs of the service and repair, including any cost for parts and any reasonable cost of transporting the goods or parts, plus a reasonable profit” unless provided by contract with the manufacturer.⁴⁹ However, such a below-cost contract may be illegal in

⁴⁰ *Id.* §§ 4-114-104 thru 4-114-109.

⁴¹ CAL. CIV. CODE § 1793.1(a).

⁴² *Id.* § 1791(a).

⁴³ *Id.* § 1793.1(a).

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.* § 1793.1(e).

⁴⁷ *Id.* § 1793.2(a)(1).

⁴⁸ *Id.* § 1793.2(a)(3).

⁴⁹ *Id.* § 1793.6.

California—a manufacturer may not enter an agreement for “for the performance of warranty service and repair for products manufactured ... by such person, below the cost to such service or repair agency of performing the warranty service or repair” under California’s unfair trade practices act.⁵⁰

When boats are non-conforming with applicable warranties, they should be repaired within a reasonable time period, which is defined as 30 days unless there are delays beyond the manufacturer’s control.⁵¹ Goods must be repaired or replaced, or a refund less the value of reasonable use must be provided to the customer if the goods are not repaired after a “reasonable” number of attempts.⁵²

Warranty period are extended for repairs and in situations where boats re defective.⁵³ “Every manufacturer or seller performing warranty repairs or service on the goods shall provide to the buyer a work order or receipt with the date of return and either the date the buyer was notified that the goods were repaired or serviced or, where applicable, the date the goods were shipped or delivered to the buyer.”⁵⁴

Extended Warranties: California’s Civil Code does not limit its definition of “service contracts” to contracts for separate consideration.⁵⁵ Instead, a “service contract” is any “contract in writing to perform, over a fixed period of time or for a specified duration, services relating to the maintenance or repair of a consumer product[.]”⁵⁶

Since 2008, California service contracts must contain specific provisions and disclosures.⁵⁷ Unless provided otherwise, service contract providers must “provide to the buyer of the product all of the services and functional parts that may be necessary to maintain proper operation of the entire product under normal operation and service for the duration of the service contract and without additional charge.”⁵⁸

Vehicle service contracts for boats—“a contract or agreement for a separately stated consideration and for a specific duration to repair, replace, or maintain a ... watercraft”—do not constitute insurance but the obligor should be licensed and must

⁵⁰ CAL. BUS. & PROF. CODE § 17048.5.

⁵¹ CAL. CIV. CODE § 1793.2(b).

⁵² *Id.* § 1793.2(d)(1).

⁵³ *Id.* §§ 1795.6.(a) & 1795.7.

⁵⁴ *Id.* § 1795.6(d)

⁵⁵ *Id.* § 1791(o).

⁵⁶ *Id.*

⁵⁷ *Id.* § 1794.4.

⁵⁸ *Id.* § 1794.4(b).

file a copy of the contract with the California Commissioner of Insurance.⁵⁹ Records of service contracts must be maintained.⁶⁰

Vehicle Protection Products: Vehicle protection products are regulated in California without indicating whether those products apply to motor vehicles or other vehicles such as boats potentially.⁶¹ Warrantors must register, maintain financial stability, and provide certain disclosures in a written warranty.⁶²

A boat repairperson must provide customers with written estimates prior to commencing work and must receive specific authorization from the customer before starting.⁶³ Detailed invoices must be provided.⁶⁴

Manufacturer-Dealer Regulation: California also requires manufacturers of spark-ignition marine engines to warrant that the engine complies with air quality regulations and lacks any defects that would cause the part to fail that test.⁶⁵ The warranty lasts for 1-4 years depending on the type of part and type of engine.⁶⁶ Repair services and parts must be provided at no charge and at all authorized manufacturer service centers, and parts must be made available.⁶⁷ Disclosure of parts under warranty and instructions must be made to customers.⁶⁸ A specific and lengthy warranty statement must also be provided.⁶⁹

Manufacturer-franchisors who terminate or refuse to renew franchise agreements have buy-back obligations.⁷⁰

3.6. Colorado

Consumer Protection: The Colorado DTPA requires clear, conspicuous, and accurate disclosures of the nature and extent of any warranty, any material conditions or limitations in the warranty, the manner in which the warrantor will perform, and the identity of such warrantor.⁷¹

⁵⁹ CAL. INS. CODE §§ 12800(c)(1), 12815, & 12820.

⁶⁰ *Id.* § 12840.

⁶¹ *Id.* § 116.6(b).

⁶² *Id.* § 116.6(a).

⁶³ CAL. HARB. & NAV. CODE § 413.

⁶⁴ *Id.* § 415-416.

⁶⁵ CAL. CODE REGS. tit. 13, § 2445.1(b).

⁶⁶ *Id.* § 2445.1(c).

⁶⁷ *Id.* § 2445.1(d).

⁶⁸ *Id.* § 2445.1(e)-(f).

⁶⁹ *Id.* § 2445.2(a).

⁷⁰ CAL. BUS. & PROF. CODE §20035-20027.

⁷¹ COLO. REV. STAT. § 6-1-105(r).

Extended Warranties: Beginning on January 1, 2015, Colorado will specifically regulate service contracts, which are agreements to repair and maintain products such as boats that are made “for a separately stated consideration.”⁷² Regular warranties and maintenance agreements are exempt from these provisions, but warranties must be incidental to the sale of the product and not separated from the sale or for additional consideration, and maintenance agreements cannot cover repair or replacement.⁷³ Certain disclosures are required for service contracts, as are financial assurances of performance.⁷⁴ Clear language and specific disclosures are required, and there are limits on representations or required purchases of service contracts with goods.⁷⁵ Records of service contracts must be maintained.⁷⁶

Manufacturer-Dealer Regulation: Since 2007 Colorado has regulated “powersports vehicles,” including “personal watercraft,” which are defined as follows:

a motorboat that is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel, and that is designed primarily for use off of the public highways, and that uses either of the following as the primary source of motive power:

- (a) An inboard motor powering a water jet pump; or
- (b) An outboard motor-driven propeller.⁷⁷

Along with regulating franchise agreements among manufacturers and dealers and requiring personal watercraft dealers to be licensed and bonded, Colorado law specifically addresses several warranty-related issues. It is unlawful to not perform warranties, to fail to deliver parts or money due to dealers for warranty work, and to permit warranty service repairs by unauthorized persons.⁷⁸ Franchisors must repurchase inventory upon termination or non-renewal of a franchise agreement.⁷⁹

⁷² *Id.* § 10-4-1601(14).

⁷³ *Id.* §§ 10-4-1601 & 10-4-1602.

⁷⁴ *Id.* § 10-4-1603.

⁷⁵ *Id.* §§ 10-4-1605 thru 10-4-1607.

⁷⁶ *Id.* § 10-4-1608.

⁷⁷ *Id.* § 12-6-502(9).

⁷⁸ *Id.* § 12-6-523(a), (e), & (n).

⁷⁹ *Id.* § 12-6-523(l).

3.7. Connecticut

Consumer Protection: The Connecticut DTPA broadly prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce” but does not have specific provisions addressing ordinary warranties.⁸⁰

Extended Warranties: Connecticut labels service contracts as “extended warranties” and regulates those. An extended warranty is, like a “service contract” as defined in other states, an agreement “given for consideration over and above the lease or purchase price of a product.”⁸¹ Manufacturers who provide extended warranties generally must not charge additional amounts unless provided by the warranty.⁸² Extended warranties must include certain disclosures and there are limitations on non-renewal.⁸³ Providers of extended warranties must have financial assurance of performance and must provide evidence of this assurance and copies of the warranty to the Connecticut Insurance Commissioner.⁸⁴

3.8. Delaware

Consumer Protection: Delaware’s DTPA does not address warranties specifically but does prohibit misrepresenting the nature or quality of a warranty.⁸⁵ In addition, the use of fraud, deception, or concealment in connection with sales of “merchandise” also violates Delaware’s general consumer protection laws, and “merchandise” can include intangibles such as contracts.⁸⁶

3.9. Florida

Consumer Protection: The Florida DTPA broadly prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”⁸⁷

Florida regulates issuers of warranties that are equal to or greater than 1 year in length and that are not issued by authorized licensed insurers.⁸⁸ Warranty providers

⁸⁰ CONN. GEN. STAT. § 42-110b.

⁸¹ *Id.* § 42-260(a)(1).

⁸² *Id.* § 42-260(b).

⁸³ *Id.* § 42-260(c) & (f).

⁸⁴ *Id.* § 42-260(d) & (e).

⁸⁵ DEL. CODE tit. 6 § 2532

⁸⁶ *Id.* §§ 2511(6) & 2513(a).

⁸⁷ FLA. STAT. § 501.204(1).

⁸⁸ *Id.* § 634.401(13).

must be licensed.⁸⁹ Florida law requires various disclosures and cancellation provisions in warranty contracts.⁹⁰ Certain customer information must be retained.⁹¹

Unfair or deceptive practices involving the business of warranties are specifically forbidden.⁹² Florida law specifically defines a number of these illegal practices, including misleading advertisements, defamation, other false statements, failing to maintain procedures for properly handling complaints, discrimination, advertising “free” service warranties, and failing to provide terms and conditions prior to sales.⁹³ Of particular importance in this statute may be restrictions on unfair claim settlement practices, which ban altering documents, misrepresenting material facts, conducting incomplete investigations, ignoring claims, improperly denying of claims, and not responding to requests for confirmation of coverage.⁹⁴

3.10. Georgia

Consumer Protection: Georgia’s DTPA has several prohibitions that could impact boat warranties, including misrepresenting the nature, benefits, or qualities of goods or services, which can include warranties.⁹⁵

Vehicle Protection Products: Georgia, like Alabama, enacted legislation in the past decade regulating warranties for “vehicle protection products” without defining the critical term “vehicle.”⁹⁶ Unlike Alabama, however, Georgia law provides that “[v]ehicle manufacturers shall not be subject to any of the provisions” of this legislation.⁹⁷

Manufacturer-Dealer: Georgia does require manufacturers to repurchase inventory upon franchise termination in certain circumstances.⁹⁸

3.11. Hawaii

Consumer Protection: Hawaii’s DTPA provides that misrepresenting the nature, benefits, or qualities of goods or services, which can include warranties, are unlawful trade practices.⁹⁹

⁸⁹ *Id.* § 634.403.

⁹⁰ *Id.* § 634.414.

⁹¹ *Id.* § 634.4165.

⁹² *Id.* § 634.435.

⁹³ *Id.* § 634.436.

⁹⁴ *Id.* § 634.436(5).

⁹⁵ GA. CODE § 10-1-393.

⁹⁶ *Id.* § 33-34A-2.

⁹⁷ *Id.* § 33-34A-3.

⁹⁸ *Id.* §10-1-677.

Vehicle Protection Products: Hawaii, like several other states, passed laws regulating “vehicle protection products” without defining “vehicles” to exclude boats.¹⁰⁰ “Vehicle protection products” are products or systems that (1) include written warranties “to pay expenses to the consumer for the loss of or damage to the vehicle,” (2) are installed or applied to a vehicle, and (3) are designed to prevent loss or damage to a vehicle from a specific cause.¹⁰¹ “Warrantors,” which include any party obligated under the vehicle protection product warranty—regardless of whether that entity is a manufacturer—must register with the Hawaii Insurance Commissioner, maintain financial security, provide certain disclosures to customers, indemnify sellers, maintain records, permit cancellation in certain circumstances, and refrain from making material misrepresentations or omissions.¹⁰²

Extended Warranties: Hawaii also regulates “service contracts,” which are extended warranties made for separately stated consideration.¹⁰³ The requirements that apply to vehicle protection products are very similar to the requirements that apply to service contracts. Providers must register with the Hawaii Insurance Commissioner, maintain financial security, maintain records, provide certain disclosures to customers, and provide customers with the chance to cancel the agreement and obtain a refund.¹⁰⁴

3.12. Idaho

Consumer Protection: The Idaho DTPA forbids misrepresenting the nature, benefits, or qualities of goods or services, which can include warranties as unlawful trade practices.¹⁰⁵ In addition, the Idaho DTPA prohibits unconscionable activities, which can include taking advantage of a customer’s “ignorance, illiteracy, inability to understand the language of the agreement or similar factor” or entering a transaction that is “excessively one-sided.”¹⁰⁶

While Idaho specifically exempts “service contracts”—repair agreements for separately stated consideration—from Idaho insurance law, it does make service contracts subject to specific provisions of the Idaho DTPA.¹⁰⁷

⁹⁹ HAW. REV. STAT. § 481A-3.

¹⁰⁰ *Id.* §§ 481R-1 & 481R-2(a).

¹⁰¹ *Id.* § 481R-1.

¹⁰² *Id.* §§ 481R-4 thru 481R-12.

¹⁰³ *Id.* § 481X-2.

¹⁰⁴ *Id.* §§ 481X-3 thru 481X-7.

¹⁰⁵ IDAHO CODE § 48-603.

¹⁰⁶ *Id.* § 48-605C.

¹⁰⁷ *Id.* § 41-11A(2)-(3).

3.13. Illinois

Consumer Protection: The Illinois version of the DTPA forbids fraud, deception, misrepresentation, and concealment of material facts regarding boats and boat warranties.¹⁰⁸ Misrepresentations or material omissions regarding the nature or qualities of boat warranties will violate these laws.

Extended Warranties: The Illinois Service Contract Act does govern service contracts made “for separate and identifiable consideration, to perform the repair, replacement, or maintenance, or indemnification for such services, of any ... consumer product.”¹⁰⁹ Service contractors who comply with this Act are not required to comply with any other provisions of the Illinois Insurance Code, and manufacturers’ responsibilities under the Act are relatively limited compared to other service-contract providers.¹¹⁰ Certain disclosures must be made, cancellations must be permitted in certain circumstances, certain records must be retained, and examination by the Illinois Director of Insurance is possible.¹¹¹

Manufacturer-Dealer: The Illinois Equipment Fair Dealership Law applies to “outdoor power equipment” without defining this vague and potentially expansive term.¹¹² In 2012 a federal court held that boats are not “outdoor power equipment” for the purposes of this law.¹¹³

3.14. Indiana

Consumer Protection: Along with containing the usual prohibitions against misrepresentations, concealment, and material omissions, Indiana DTPA specifically states that representing “[t]hat such consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the supplier knows or should reasonably know that the representation is false” is a deceptive practice.¹¹⁴ Transactions that are “oppressively one sided or harsh” or have a price that is “unduly excessive” are unconscionable and deceptive if there is “unequal bargaining power that led the

¹⁰⁸ 815 ILL. COMP. STAT. §§ 505/2 & 510/2.

¹⁰⁹ 215 ILL. COMP. STAT. § 152/2.

¹¹⁰ *Id.* § 152/10.

¹¹¹ *Id.* §§ 152/30, 152/35, 152/45, & 152/50.

¹¹² 815 ILL. COMP. STAT. § 715/2(4).

¹¹³ *Skier's Choice, Inc. v. Skipper Marine & Affiliates, Inc.*, No. 11-cv-6006, 2012 WL 1719780 (N.D. Ill. May 15, 2012).

¹¹⁴ IND. CODE § 24-5-0.5-3(a)(8).

person to enter into the contract or agreement unwillingly or without knowledge of the terms of the contract or agreement.”¹¹⁵

The Indiana DTPA also has several repair-specific requirements. Suppliers must not state that replacements or repairs are needed when the supplier knows or should know that such statements are not true.¹¹⁶ Specific disclosures must be made when repair or replacements costs exceed written estimates by more than 10% for a transaction above \$750.¹¹⁷ Replaced parts must be retained for 72 hours for customer inspection.¹¹⁸ Repairs must be authorized by the customer.¹¹⁹

3.15. Iowa

Consumer Protection: Iowa has not adopted the DTPA but it generally prohibits deception and misrepresentation in connection with the sale of consumer goods.¹²⁰

3.16. Kansas

Consumer Protection: Along with standard provisions, the Kansas DTPA specifically limits the situations in which implied warranties under the Kansas UCC can be waived for consumer transactions.¹²¹

Extended Warranties: Service contracts are exempt from Kansas insurance regulations as long as those contracts do not “contain any provision for consequential damages unless such consequential damages are caused by the failure of service, repair, replacement or maintenance rendered under the service contract.”¹²²

Vehicle Protection Products: In 2008 Kansas regulated “vehicle protection products” without defining vehicles to include or exclude boats.¹²³ This law defines such a product as a “protection device, system or service that is: (A) Installed on or applied to a vehicle; (B) is designed to prevent loss or damage to a vehicle from a specific cause; and (C) includes a written warranty.” Such devices are not regulated as insurance, incidental damages may be liquidated in fixed amounts or formulas, and the

¹¹⁵ *Id.* § 24-5-0.5-10(b).

¹¹⁶ *Id.* § 24-5-0.5-3(a)(5).

¹¹⁷ *Id.* § 24-5-0.5-3(a)(12).

¹¹⁸ *Id.* § 24-5-0.5-3(a)(13).

¹¹⁹ *Id.* § 24-5-0.5-3(a)(14).

¹²⁰ IOWA CODE § 714H.3.

¹²¹ KAN. STAT. §§ 50-627 & 5-639.

¹²² *Id.* § 4-201a.

¹²³ *Id.* § 50-6,114.

purchase of such products cannot be required as a condition for providing financing.¹²⁴

3.17. Kentucky

Consumer Protection: Kentucky has not enacted a DTPA but it generally prohibits “[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce” along with unconscionable practices.¹²⁵

3.18. Louisiana

Consumer Protection: Louisiana’s DTPA broadly prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”¹²⁶

General Commercial Law: Since Louisiana has not enacted Article 2 of the UCC, general Louisiana law on sales and warranties will be briefly discussed here.

The seller warrants the buyer against redhibitory defects, or vices, in the thing sold.

A defect is redhibitory when it renders the thing useless, or its use so inconvenient that it must be presumed that a buyer would not have bought the thing had he known of the defect. The existence of such a defect gives a buyer the right to obtain rescission of the sale.

A defect is redhibitory also when, without rendering the thing totally useless, it diminishes its usefulness or its value so that it must be presumed that a buyer would still have bought it but for a lesser price. The existence of such a defect limits the right of a buyer to a reduction of the price.¹²⁷

Warranties against redhibitory can be limited or excluded, if “[t]he terms of the exclusion or limitation must be clear and unambiguous” and “brought to the attention of the buyer.”¹²⁸

For unknown redhibitory defects, buyers must “allow the seller the opportunity to make the required repairs.”¹²⁹ Manufacturers are deemed to know of defects, and

¹²⁴ *Id.* §§ 50-6,114(b) & 50-6,115(a)-(b).

¹²⁵ KY. REV. STAT. § 367.170.

¹²⁶ ¹²⁶ LA. REV. STAT. § 51:1405.

¹²⁷ LA. CIV. CODE art.2530.

¹²⁸ *Id.* art. 2548.

¹²⁹ *Id.* art. 2522.

“a seller who is held liable for a redhibitory defect has an action against the manufacturer of the defective thing, if the defect existed at the time the thing was delivered by the manufacturer to the seller, for any loss the seller sustained because of the redhibition.”¹³⁰ Louisiana law provides “[a]ny contractual provision that attempts to limit, diminish or prevent such recovery by a seller against the manufacturer shall have no effect.”¹³¹

Manufacturer-Dealer: Louisiana’s “lemon law” for motor vehicle warranties applies to personal watercraft.¹³² Manufacturers must repair defects presented “before the expiration of the warranty or during a period of one year following the date of the original delivery of the motor vehicle to a consumer, whichever is the earlier date” even if “such repairs are made after the expiration of such terms or such one-year period.”¹³³ Replacement or refunds must be provided if repairs are not successful.¹³⁴ For manufacturers who have established MMWA informal dispute resolution procedures, these laws “concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure.”¹³⁵ Disclosures must be provided before reselling previously-returned defective personal watercraft.¹³⁶

Louisiana’s regulations for dealers of marine products greatly expanded in 2012. Manufacturers of marine products are exempt from the prohibition against opening satellite warranty repair centers and permitting non-dealers to perform warranty repairs.¹³⁷

Dealers must disclose to a purchaser, in writing, “which components of a specialty vehicle are subject to a manufacturer’s or distributor’s warranty agreement and which components are subject to a specialty vehicle dealer’s or other warranty agreement” and “the location of the two nearest authorized manufacturer or distributor warranty service providers.”¹³⁸

Unless modified by contract, a manufacturer must “adequately and fairly compensate its marine dealer for labor, parts, and other expenses incurred by such dealer to perform under and comply with a manufacturer’s or a distributor’s warranty agreement,” refrain from paying “its marine dealer at a price or rate for warranty work that is less than that charged by the marine dealer to the retail customers of the

¹³⁰ *Id.* art. 2545.

¹³¹ *Id.* art. 2531.

¹³² LA. REV. STAT. § 51:1941(6).

¹³³ *Id.* § 51:1942.

¹³⁴ *Id.* § 51:1944(A).

¹³⁵ *Id.* § 51:1944(D).

¹³⁶ *Id.* § 51:1945.1.

¹³⁷ *Id.* § 32:1261(1)(t).

¹³⁸ *Id.* § 32:1261(2)(j).

marine dealer for nonwarranty work of like kind,” pay claims within 30 days after approval, and approve claims or deny them in writing within 30 days of receipt.¹³⁹ Limited audits are permitted and “[a] manufacturer or distributor shall not deny a claim solely based on a marine dealer’s incidental failure to comply with a specific claim processing requirement, or a clerical error, or other administrative technicality.”¹⁴⁰

Marine manufacturers must indemnify their dealers against most warranty claims.¹⁴¹ Manufacturers must “pay a dealer all monies due the dealer, except manufacturer hold-back amounts, within thirty days of the date of completion of the transactions or submissions of the claims giving rise to the payments to the dealers.”¹⁴²

“A manufacturer or distributor of a marine motor or marine engine may, in its discretion, enter into a warranty service agreement with a marine dealer of a boat package that is packaged with its particular brand marine motor or engine without violating the area of responsibility of any other marine dealer that has a franchise of that brand marine motor or engine.”¹⁴³ However, “the warranty service agreement shall not be construed to permit the marine dealer to sell the marine motor or engine separate from the boat package, and the marine dealer shall not hold itself out to be a full-line or loose marine motor or engine dealership.”¹⁴⁴

Disclosure of costs must be made by suppliers of repair services to consumers, who must receive an “itemized bill indicating repairs and services performed, parts replaced, or materials used, the total labor charge, and the identity of the mechanic, repairman, or supplier who performed the work.”¹⁴⁵

3.19. Maine

Consumer Protection: Maine has enacted a typical version of the DTPA that prohibits, among other things, misrepresenting the nature or quality of goods and services, including boat warranties.¹⁴⁶

Manufacturer-Dealer: Maine provides the following legal regulation for watercraft manufacturers and their dealers in performing warranties:

¹³⁹ *Id.* § 32:1270.2(A).

¹⁴⁰ *Id.* § 32:1270.2(B).

¹⁴¹ *Id.* §§ 32:1261.1(B) & 32:1270.7.

¹⁴² *Id.* § 32:1261.2.

¹⁴³ *Id.* § 32:1270(F).

¹⁴⁴ *Id.*

¹⁴⁵ *Id.* § 1270.8.

¹⁴⁶ ME. REV. STAT. tit. 10, § 1212.

1. If a franchisor [which includes a manufacturer] requires or permits a franchisee to perform labor or provide parts to satisfy a warranty created by the franchisor, the franchisor shall properly and promptly fulfill its warranty obligations and:

A. Reimburse the franchisee at the retail rate customarily charged for any parts provided by the franchisee to satisfy the warranty; and

B. Reimburse the franchisee for any labor performed by the franchisee to satisfy the warranty. Reimbursement for labor may not be less than the retail rate customarily charged by that franchisee for the same labor when not performed to satisfy a warranty. To be entitled to reimbursement under this section, a franchisee must post in a place conspicuous to service customers the rate for labor not performed to satisfy a warranty.

2. Restrictions prohibited. A franchisor [including a manufacturer] may not, by agreement, by restriction upon reimbursement or otherwise, restrict the nature or extent of labor performed or parts provided if such a restriction impairs the franchisee's ability to satisfy a warranty created by the franchisor by performing labor competently or by providing parts in accordance with generally accepted standards.¹⁴⁷

Claims must be approved or denied within 30 days of submission and paid within 30 days of approval.¹⁴⁸

Maine separately regulates manufacturers and dealers of personal watercraft. Manufacturers of personal watercraft must not "use any false or misleading advertisement" or sell replacement parts or accessories to dealers at prices lower than the price such parts are sold for other purposes.¹⁴⁹ In addition, there are warranty fulfillment requirements similar to those for other watercraft, although certain contractual modifications are permitted here:

1. If a personal sports mobile franchisor requires or permits a personal sports mobile franchisee to perform labor or provide parts in satisfaction of a warranty created by the franchisor, the franchisor shall properly and promptly fulfill its warranty obligations and shall:

¹⁴⁷ *Id.* tit. 10, § 1197.

¹⁴⁸ *Id.* tit. 10, § 1197.3.

¹⁴⁹ *Id.* tit. 10, § 1243.

A. Reimburse the franchisee for any parts provided at the published manufacturer's suggested retail price at the time of retail sale; and

B. Reimburse the franchisee for any labor performed at the retail rate customarily charged by that franchisee for the same labor when not performed in satisfaction of a warranty. The franchisee's rate for labor not performed in satisfaction of a warranty must be posted in a place conspicuous to its service customers.

2. Claim. Any claim made by a franchisee for compensation for parts provided or for reimbursement for labor performed in satisfaction of a warranty must be paid within 30 days of its approval from the franchisor. All the claims must be either approved or disapproved within 30 days of their receipt. When any such claim is disapproved, the franchisee that submitted it must be notified in writing from the franchisor of its disapproval within that period, together with the specific reasons for its disapproval.

3. Restrictions prohibited. A franchisor may not restrict by agreement, restriction upon reimbursement or otherwise the nature or extent of labor performed or parts provided so that the restriction impairs the franchisee's ability to satisfy a warranty created by the franchisor by performing labor in a professional manner or by providing parts required in accordance with generally accepted standards.¹⁵⁰

Extended Warranties: Maine also regulates service contracts—repair or repair indemnification agreements made for “a separately stated consideration.”¹⁵¹ Service contract providers must register with the Maine Superintendent of Insurance and maintain suitable financial assurances, although such contracts are not regulated as insurance.¹⁵² Customers must be given a copy of the contract both before and after sale, and must be able to return for a partial refund.¹⁵³ There are form and disclosure requirements for such contracts and record-keeping requirements for issuers.¹⁵⁴ Deceptive advertisements, promotional materials, representations, and regulatory filings are prohibited.¹⁵⁵

¹⁵⁰ *Id.* tit. 10, § 1248.

¹⁵¹ *Id.* tit. 24-A, § 7102(11).

¹⁵² *Id.* tit. 24-A, § 7103(2), (5).

¹⁵³ *Id.* tit. 24-A, § 7103(2), (7).

¹⁵⁴ *Id.* tit. 24-A, §§ 7105 & 7106.

¹⁵⁵ *Id.* tit. 24-A, § 7110.

3.20. Maryland

Consumer Protection: Maryland has the standard DTPA making it unlawful to use deception, fraud, or misrepresentation in connection with a consumer sale.¹⁵⁶

Extended Warranties: The Maryland Service Contracts and Consumer Products Guaranty Act applies to warrantees and guarantees and requires certain written information and forms for such agreements.¹⁵⁷ Unless stated in the agreement, the agreement has a reasonable duration and requires repair within a reasonable time, extend any such agreement for repair time, and explain delays of more than 10 days in completing repairs.¹⁵⁸

Vehicle Protection Products: In 2007 Maryland enacted its Vehicle Protection Products Act, which does not define vehicle but does regulate vehicle protection products, defined as “a vehicle protection device, system, or service that: (i) Is sold with a written warranty; (ii) Is installed on or applied to a vehicle; and (iii) Is designed to prevent loss or damage to a vehicle from a specific cause.”¹⁵⁹ Examples include “(i) an alarm system; (ii) a body part marking product; (iii) a steering lock; (iv) a window etch product; (v) a pedal or ignition lock; (vi) a fuel or ignition kill switch; and (vii) an electronic, radio, or satellite tracking device.”¹⁶⁰ Warrantors must register with the Division of Consumer Protection of the Office of the Attorney General, keep records, maintain insurance or minimum net worth, and provide the usual MMWA warranty information plus other statements to consumers.¹⁶¹ Purchase of such products may not be required in connection with a sale or financing of a sale.¹⁶² Warrantors must “[c]ompensate the warranty holder for all reasonable incidental expenses incurred as a result of the breach.”¹⁶³

3.21. Massachusetts

Consumer Protection: The Massachusetts DTPA generally bans unfair or deceptive acts.¹⁶⁴

¹⁵⁶ MD. COD. COM. LAW § 13-301.

¹⁵⁷ *Id.* §§ 14-401 & 14-403

¹⁵⁸ *Id.* § 14-404.

¹⁵⁹ *Id.* § 14-4A-01(e).

¹⁶⁰ *Id.*

¹⁶¹ *Id.* §§ 14-4A-03 thru 14-4A-08.

¹⁶² *Id.* § 14-4A-10.

¹⁶³ *Id.* § 14-4A-12.

¹⁶⁴ MASS. GEN. LAWS ch. 93A, § 2.

Vehicle Protection Products: Massachusetts is another state that regulates “Vehicle protection product” without defining “vehicle,” but instead providing this definition:

[A] vehicle protection device, system or service installed on or applied to a vehicle that is designed to prevent loss or damage to a vehicle from a specific cause, and sold with a vehicle protection product warranty. Such products include, but are not limited to, alarm systems, body part marking products, steering locks, window etch products, pedal and ignition locks, fuel and ignition kill switches and electronic, radio and satellite tracking devices.¹⁶⁵

Warrantors must maintain insurance or maintain minimum net worth, perform with 60 days, and register with the Massachusetts Secretary of State.¹⁶⁶

Extended Warranties: Massachusetts also regulates “service contracts,” which are issued for separately stated consideration.¹⁶⁷ Service contracts for “automobiles” are exempt but boats are not automobiles.¹⁶⁸ Service contract purchasers must be provided with the agreement, providers must register with the Massachusetts Commissioner of Insurance, and reinsurance or certain net worth must be maintained.¹⁶⁹ There are regulations for form and content.¹⁷⁰ False or misleading statements are prohibited.¹⁷¹ Records must be maintained.¹⁷²

3.22. Michigan

Consumer Protection: The Michigan version of the DTPA—known as the Michigan Consumer Protection Act—generally forbids unfair and deceptive practices with regard to warranties, and specifically provides that “[d]isclaiming or limiting the implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed” is unlawful.¹⁷³

Vehicle Protection Products: The Michigan Vehicle Protection Product Act applies to warrantors who cover “a vehicle protection device, system, or service that is installed on or applied to a vehicle and is designed to prevent loss or damage to a

¹⁶⁵ *Id.* ch. 174C, § 1.

¹⁶⁶ *Id.* ch. 174C, § 5.

¹⁶⁷ *Id.* ch. 175, § 149M.

¹⁶⁸ *Id.* ch. 175, § 149V.

¹⁶⁹ *Id.* ch. 175, § 149N.

¹⁷⁰ *Id.* ch. 175, § 149P.

¹⁷¹ *Id.* ch. 175, § 149Q.

¹⁷² *Id.* ch. 175, § 149R.

¹⁷³ MICH. COMP. LAWS § 445.903(p).

vehicle from a specific cause.”¹⁷⁴ Although “vehicle” is undefined, the term “vehicle protection product” does not include “a vehicle protection device, system, or service that is installed on or applied to a vehicle by the vehicle manufacturer at the vehicle assembly facility.”¹⁷⁵

Manufacturer-Dealer: Michigan requires that assignments of certificates of title for watercraft must use a form prescribed by the Michigan Secretary of State that includes a warranty of title from the assignor.¹⁷⁶

The Michigan Watercraft and Outboard Motor Manufacturers, Distributors, and Dealers Act requires written manufacturer-dealer agreements that address “[o]bligations in the preparation and delivery of the product and warranty service” but the terms of those obligations are not regulated.¹⁷⁷

3.23. Minnesota

Consumer Protection: The Minnesota DTPA generally prohibits misrepresentations and misleading or deceptive practices.¹⁷⁸

Manufacturers of new title watercraft must provide dealers with assignment forms providing a warranty of title and certification that the watercraft is new.¹⁷⁹

Minnesota regulates warranties for sales of consumer goods. Waivers of implied warranties are limited, especially where written express warranties are being provided.¹⁸⁰

Minnesota requires that customers receiving repair services for consumer goods under a warranty or service contract, even if they are not being charged, be provided with detailed invoices and an opportunity to examine exchanged parts.¹⁸¹ Additional requirements apply where customers are being charged for the repairs.¹⁸²

Extended Warranties: Minnesota regulates consumer service contracts, which are made for “separately stated consideration” apart from the underlying boat sale.¹⁸³ Copies of contracts and receipts must be provided to customers, providers must

¹⁷⁴ *Id.* § 257.1243(e).

¹⁷⁵ *Id.*

¹⁷⁶ *Id.* §§ 324.80306 & 324.80309.

¹⁷⁷ *Id.* § 445.544(e).

¹⁷⁸ MINN. STAT. § 325D.44.

¹⁷⁹ *Id.* § 86B.835(2)(5).

¹⁸⁰ *Id.* §§ 325G.18 & 325G.19(1).

¹⁸¹ *Id.* §§ 325F.60 & 325F.62(1).

¹⁸² *Id.* § 325F.64(2).

¹⁸³ *Id.* § 59B.02(11).

register with the Minnesota Commissioner of Commerce, adequate financial wherewithal must be maintained, and limited cancellation rights must be honored.¹⁸⁴ Certain disclosures must be made regarding the terms and nature of a service contract.¹⁸⁵ Deceptive names and false and misleading statements are prohibited, and purchase of such contracts must not be required in connection with a sale or financing of a sale.¹⁸⁶ Records must be maintained.¹⁸⁷ Providers are not generally subject to other insurance licensing or regulation, but they must refrain from unfair acts such as misrepresenting facts, failing to investigate claims, and failing to reasonably investigate claim denials.¹⁸⁸

Manufacturer-Dealer: Manufacturers who make express written warranties must honor them.¹⁸⁹ There are minimum reimbursement requirements for retailers who perform repair work:

Every manufacturer who makes an express warranty pursuant to a consumer sale, who authorizes a retail seller within this state to perform services or repairs under the terms of the express warranty shall be liable to the retail seller in an amount equal to that which is charged by the retail seller for like service or repairs rendered to retail consumers who are not entitled to warranty protection.¹⁹⁰

Violating these requirements violates the Minnesota DTPA.¹⁹¹

3.24. Mississippi

Consumer Protection: The Mississippi DTPA—known as the Mississippi Consumer Protection Act—generally prohibits deceptive and misleading trade practices.¹⁹² Service contracts are specifically made subject to this Act but exempted from Mississippi insurance regulation.¹⁹³ Additional regulations for vehicle service contracts apply to contracts for “motor vehicles,” which is an undefined term that likely excludes boats.¹⁹⁴

¹⁸⁴ *Id.* §§ 59B.03(2)-(5).

¹⁸⁵ *Id.* §§ 59B.05-06.

¹⁸⁶ *Id.* § 59B.07.

¹⁸⁷ *Id.* § 59B.08.

¹⁸⁸ *Id.* §§ 59B.03(7)-(8) & 73A.38.

¹⁸⁹ *Id.* § 325G.19(2).

¹⁹⁰ *Id.* § 325G.19(3).

¹⁹¹ *Id.* § 325G.20.

¹⁹² MISS. CODE § 75-24-5.

¹⁹³ *Id.* § 75-24-91.

¹⁹⁴ *Id.* § 83-65-103.

Vehicle Protection Products: Since 2007 Mississippi has regulated vehicle protection products covered by written warranties without specifying whether “vehicles” include boats.¹⁹⁵ Providers of such warranties will need to register with the Mississippi Motor Vehicles Commission, meet certain financial criteria, provide various disclosures and a contract that complies with formal requirements, maintain records, and avoid misleading statements or conditioning the sale or financing of vehicles upon the purchase of such products.¹⁹⁶

3.25. Missouri

Consumer Protection: Missouri has not enacted a DTPA but it does provide that the use of deception, fraud, misrepresentations, unfair practices, and concealment is illegal.¹⁹⁷

Missouri does require a warranty of title to be provided by the holder of a certificate of ownership or manufacturer’s statement of origin in connection with a sale of a boat.¹⁹⁸

Extended Warranties: Missouri’s requirements for manufacturer-provided service contracts are somewhat relaxed.¹⁹⁹ Registration with the state is not required but the formal requirements for such contracts do apply and deceptive practices are prohibited, as is conditioning sale or financing upon purchase of a contract.²⁰⁰

Vehicle Protection Products: Missouri also regulates vehicle protection products without specifying whether boats are covered vehicles.²⁰¹ Registration is required, as is financial assurance, and there are requirements for the forms of such warranties.²⁰² Purchase of products may not be require for sales or financing, and records must be maintained.²⁰³

The Missouri Merchandising Practices Act does govern relationships between boat, marine, vessel, and personal watercraft manufacturers and agents but does not

¹⁹⁵ *Id.* § 64-29-3.

¹⁹⁶ *Id.* §§ 63-29-7 thru 63-29-19.

¹⁹⁷ MO. REV. STAT. § 407.020(1).

¹⁹⁸ *Id.* § 306.015(4).

¹⁹⁹ *Id.* § 385.320(2).

²⁰⁰ *Id.* §§ 385.306 thru 385.308.

²⁰¹ *Id.* § 385.403.

²⁰² *Id.* §§ 385.409 thru 385.418.

²⁰³ *Id.* §§ 385.424 thru 385.427.

contain warranty-specific requirements, unlike other vehicle dealership regimes.²⁰⁴ Termination of a dealer agreement may trigger repurchase obligations.²⁰⁵

3.26. Montana

Consumer Protection: Montana’s Consumer Protection Act states “unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.”²⁰⁶

Extended Warranties: Montana does regulate service contracts, requiring providers to have financial assurance of performance and make certain disclosures in service contracts.²⁰⁷

Manufacturer-Dealer: For personal watercraft manufacturers, the Montana Motorsports Manufacturer Unfair Trade Practices Act requires that manufacturers provide dealers with uniform pricing for parts and accessories and use fair and reasonable methods of delivering and allocating parts to dealers.²⁰⁸ Manufacturers may not

compete with a motorsports dealer by owning, operating, or controlling, whether directly or indirectly, a service facility in this state for the repair or maintenance of motorsports vehicles under the motorsports manufacturer’s new motorsports vehicle warranty and extended warranty.²⁰⁹

Manufacturers must indemnify dealers “against any lawsuit relating to the manufacture or performance of a motorsports vehicle, part, or accessory if the lawsuit involves representations by the motorsports manufacturer relating to the manufacture or performance of a motorsports vehicle, part, or accessory if there is no allegation of negligence on the part of the motorsports dealer” and against product liability lawsuits. Dealer payments must be made within a reasonable time and price increases cannot be made without advanced written notice.²¹⁰ Personal watercraft manufacturers shall not “permit factory authorized warranty service to be performed upon motorsports vehicles or accessories by persons other than its motorsports dealers[.]”²¹¹

²⁰⁴ *Id.* §§ 407.1360-407.1370.

²⁰⁵ *Id.* §407.1368.

²⁰⁶ MONT. CODE §30-14-103.

²⁰⁷ *Id.* §§ 30-14-1302 & 30-14-1304.

²⁰⁸ *Id.* § 30-14-2502(a)(ii) & (iv).

²⁰⁹ *Id.* § 30-14-2502(d).

²¹⁰ *Id.* § 30-14-2502(j) & (l).

²¹¹ *Id.* § 30-14-2502(m).

3.27. Nebraska

Consumer Protection: Nebraska has adopted the DTPA, which will apply to all sales and transactions.²¹²

Manufacturer-Dealer: Boats may be “motor vehicles” under the Nebraska Motor Vehicle Industry Regulation Act. This law requires manufacturers to “specify in writing to each of its new motor vehicle dealers licensed in this state the dealer’s obligations for preparation, delivery, and warranty service on its products.”²¹³

The manufacturer or distributor shall compensate the new motor vehicle dealer for warranty service which such manufacturer or distributor requires the dealer to provide, including warranty and recall obligations related to repairing and servicing motor vehicles and all parts and components included in or manufactured for installation in the motor vehicles of the manufacturer or distributor. The manufacturer or distributor shall provide the new motor vehicle dealer with the schedule of compensation to be paid to the dealer for parts, work, and service and the time allowance for the performance of the work and service.

The schedule of compensation shall include reasonable compensation for diagnostic work, as well as repair service, parts, and labor. Time allowances for the diagnosis and performance of warranty work and service shall be reasonable and adequate for the work to be performed. In the determination of what constitutes reasonable compensation under this section, the principal factors to be given consideration shall be the prevailing wage rates being paid by dealers in the community in which the dealer is doing business, and in no event shall the compensation of the dealer for warranty parts and labor be less than the rates charged by the dealer for like parts and service to retail or fleet customers, as long as such rates are reasonable. In determining prevailing wage rates, the rate of compensation for labor for that portion of repair orders for routine maintenance, such as tire repair or replacement and oil and fluid changes, shall not be used.²¹⁴

Manufacturers must perform warranty obligations, compensate dealers, and approve or deny claims within 30 days of receipt and pay claims within 30 days of approval.²¹⁵

²¹² NEV. REV. STAT. § 87-302.

²¹³ *Id.* § 60-1438.

²¹⁴ *Id.*

²¹⁵ *Id.*

Manufacturer ownership in repair facilities is limited.²¹⁶ Repurchase may be required upon termination or cancellation of a franchise.²¹⁷

Extended Warranties: Service contracts are exempt from Nebraska insurance regulations.²¹⁸ Nebraska's Motor Vehicle Service Contract Reimbursement Insurance Act regulates motor vehicle service contracts and provides that such contracts include warranties for "vehicle protection products" without defining "vehicle."²¹⁹ This Act likely does not apply to boat-related vehicle protection products by boat manufacturers because it does not apply to contracts "issued by a motor vehicle manufacturer or importer for the motor vehicles manufactured or imported by that manufacturer or importer," but there is no judicial precedent supporting this interpretation.²²⁰

3.28. Nevada

Consumer Protection: Nevada has enacted the DTPA, which will apply to consumer and commercial boat sales.²²¹

Extended Warranties: Nevada regulates consumer service contracts unless the service contract is sold or offered by a licensed vehicle dealer and obligates the dealer or vehicle manufacturer to provide the services in question.²²² This should exempt any service contracts sold by manufacturers through licensed dealers.

Manufacturer-Dealer: Nevada law does state the following:

Every manufacturer of a vehicle who furnishes notification to the registered owner of the vehicle of any defect in the vehicle related to vehicle safety shall, notwithstanding the limitations of any warranty relating to such vehicle, correct such defect at the manufacturer's expense and without charge to the registered owner of the vehicle if the vehicle is returned to any vehicle dealer franchised by the manufacturer to market the vehicle, or, at the election of the manufacturer, reimburse the registered owner for the actual cost of making such correction.²²³

²¹⁶ *Id.* § 60-1438.01.

²¹⁷ *Id.* § 60-1430.02.

²¹⁸ *Id.* § 44-102.01.

²¹⁹ *Id.* § 44-3521(10).

²²⁰ *Id.* § 44-3526(1).

²²¹ NEV. REV. STAT. § 598.0903 *et seq.*

²²² *Id.* § 690C.100.

²²³ *Id.* § 597.690

This provision does appear at the end of Nevada “lemon laws,” which plainly do not apply to boats, but the critical term “vehicle” is not defined for this particular statute and there is no judicial precedent on this statute or its predecessors.

3.29. New Hampshire

Consumer Protection: The New Hampshire Consumer Protection Act prohibits deceptive or unfair trade practices in any trade or commerce and provides numerous non-exclusive examples of such activities.²²⁴

New Hampshire’s UCC contains a number of non-standard requirements for manufacturers who provide express warranties for consumer goods—manufacturers must provide purchasers with a toll-free number for information on warranty service and must designate at least one repair-provider within the state.²²⁵ Parts generally must be made available within 30 days, and manufacturers are liable to designated repairers for reimbursement of amounts “normally and reasonably charged by the representative for like service and repairs rendered to retail consumers who are not entitled to warranty protection.”²²⁶ Manufacturers must “have adequate service information and replacement parts available for direct factory service, for regional service or to their designated service representatives to repair and restore its product to operating condition as provided in the express warranty” for the term of the warranty.²²⁷

Extended Warranties: New Hampshire regulates consumer service contracts using the term “consumer guaranty contract,” which is an agreement “for consideration, promises to pay, indemnify, provide a specified or determinable amount or benefit, or to do some act of value for another party, based upon a determinable risk contingency or peril,” and includes service contracts made “for a separately stated consideration” covering consumer goods.²²⁸ “Manufacturer’s service contracts on the manufacturer’s products” are subject to less stringent regulation.²²⁹ Certain recordkeeping and formal contract disclosure requirements apply.²³⁰ Misleading statements and required purchase are prohibited and prompt communication, timely and competent repairs, and fair and equitable claims resolution

²²⁴ N.H. REV. STAT. § 358-A:2.

²²⁵ *Id.* § 382-A:2-329(1).

²²⁶ *Id.* § 382-A:2-329(2).

²²⁷ *Id.* § 382-A:2-329(3).

²²⁸ *Id.* § 415-C:1.

²²⁹ *Id.* § 415-C:2(I).

²³⁰ *Id.* § 415-C:5 & C:6.

are required.²³¹ There are limits on forum-selection and alternative dispute resolution clauses.²³²

3.30. New Jersey

Consumer Protection: The New Jersey DTPA broadly prohibits deceptive practices.²³³ Further, extends a number of automobile-repair regulations to watercraft repair—prior written estimates must be provided, written consent must be obtained, detailed invoices must be provided, replaced parts must be turned over to the customer unless the manufacturer requires their return, and copies of any written warranties regarding replacement parts with certain clear disclosures must be made.²³⁴

Vehicle Protection Products: New Jersey regulates vehicle protection products, except for products installed on or applied to a vehicle by the vehicle manufacturer at the vehicle assembly plant.²³⁵

Extended Warranty: New Jersey does regulate consumer service contracts.²³⁶ Providers of service contracts must have financial assurance of performance.²³⁷ Service contracts must adhere to requirements for form and be provided to purchasers and providers must maintain records.²³⁸

3.31. New Mexico

Consumer Protection: New Mexico has adopted the DTPA, known as the Unfair Practices Act.²³⁹

Extended Warranties: The New Mexico Service Contract Regulation Act applies to consumer service contracts.²⁴⁰ Registration and other financial assurance is not required for “major manufacturing companies’ service contracts,” which is a company that manufacture products under its own name and has a net worth (or which has a parent with a net worth) of at least \$100 million.²⁴¹ Limited refund rights must be honored, requirements for form must be met, and misleading statements are

²³¹ *Id.* § 415-C:7.

²³² *Id.*

²³³ N.J. REV. STAT. § 56:8-2.

²³⁴ N.J. Admin. Code § 13:45A-23.2

²³⁵ *Id.* §17:18-19.

²³⁶ *Id.* § 56:12-87 & 88.

²³⁷ *Id.* § 56:12-90.

²³⁸ *Id.* § 56:12-93 thru 95.

²³⁹ N.M. STAT. § 57-12-1 *et seq.*

²⁴⁰ *Id.* § 59A-58-3.

²⁴¹ *Id.* §§ 59A-58-2(e), 59A-58-4, & 59A-58-5.

prohibited.²⁴² Records must be maintained, copies of contracts must be provided, and purchase of contracts may not be required for sales or financings.²⁴³

Manufacturer-Dealer: While boat manufacturers in New Mexico must be licensed, these laws do not affect boat warranties.²⁴⁴

3.32. New York

Consumer Protection: New York's DTPA broadly prohibits "[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service" and New York law also prohibits deceptive solicitation of vehicle warranties.²⁴⁵

Manufacturer-Dealer: The New York Vessel Dealer Agreements Act regulates a number of aspects of dealer reimbursement for warranty work if "a manufacturer or distributor requires or permits a dealer to provide parts or to perform labor to satisfy a warranty created by the manufacturer or distributor."²⁴⁶ Manufacturers must "properly and promptly" fulfill warranty obligation, and "adequately and fairly compensate the dealer for any parts provided, the shipping costs for parts provided and labor performed by the dealer to satisfy the warranty on a vessel, including the hull, motor/engine, component parts, spars, sails and accessories."²⁴⁷

Under the Vessel Dealer Agreements Act, compensation for parts shall be deemed adequate and fair if "the dealer is reimbursed for any parts provided and already in inventory and the shipping costs for such parts in an amount equal to the wholesale price, plus forty percent thereof, provided that in no case shall such reimbursement exceed the retail price, and shipping costs of the parts provided to the dealer."²⁴⁸

Labor rates must be at least 75% of the conspicuously posted and customarily charged rate for the first year of a new (not renewed) dealer agreement, at least 90% for the second year, and 100% for all following years.²⁴⁹ Manufacturers may provide repair manuals prior to entering or renewing a dealership agreement that specify national standards for repair times and parts, but otherwise may not restrict

²⁴² *Id.* §§ 59A-58-9 & 59A-58-10.

²⁴³ *Id.* §§ 59A-58-11, 59A-58-14, & 59A-58-15.

²⁴⁴ *Id.* § 66-12-6.6.

²⁴⁵ N.Y. GEN. BUS. LAW. §§ 349(a) & 399-oo.

²⁴⁶ *Id.* § 813.

²⁴⁷ *Id.* § 813(a)-(b).

²⁴⁸ *Id.* § 813(2)(a).

²⁴⁹ *Id.* § 813(2)(b).

reimbursement of other warranty repair services.²⁵⁰ “Any repair or parts required by the manufacturer or distributor that are not in repair manuals will be paid in actual billable hours by the manufacturer or distributor.”²⁵¹ Dealer claims must be approved or disapproved within 30 days and then paid within 30 days of approval.²⁵²

For dealers of personal watercraft, these laws do not apply.²⁵³ Instead, the New York Franchised Motor Vehicle Dealer Act applies.²⁵⁴ This Act is relatively complicated and imposes a number of restrictions upon manufacturers’ dealings with distributors. Manufacturers must “properly fulfill any warranty agreement and/or service contracts” and compensate dealers for warranty parts and labor in amounts which reflect reasonable compensation for such work.”²⁵⁵ Claims “shall be paid within thirty days following their approval” and approved or denied within 30 days of receipt.²⁵⁶ Most parts reimbursement, and labor reimbursement, “shall not be less than the price and rate charged by the franchised motor vehicle dealer for like services to non-warranty and/or non-service contract customers.”²⁵⁷ Distributors may provide evidence to establish these minimums each year.²⁵⁸ Wholesale prices for parts may apply.²⁵⁹ Claims may not be denied for technical or non-material reasons.²⁶⁰

Termination of a franchise agreement under either Act triggers repurchase requirements.²⁶¹

New York law prohibits manufacturers from limiting guarantees “solely for the reason that such merchandise is sold by a particular dealer or dealers, or that the dealer who sold the merchandise at retail has, since the date of sale, either gone out of business or no longer sells such merchandise.”²⁶²

Extended Warranties: New York regulates service contracts. Providers must register with the New York Superintendent of Financial Services, maintain financial

²⁵⁰ *Id.* § 813(4).

²⁵¹ *Id.*

²⁵² *Id.* § 813(5).

²⁵³ *Id.* § 810(6).

²⁵⁴ N.Y. VEH. & TRAF. LAW § 460 *et seq.*

²⁵⁵ *Id.* § 465(1).

²⁵⁶ *Id.* §§ 465(1)-(2).

²⁵⁷ *Id.* § 465(1).

²⁵⁸ *Id.*

²⁵⁹ *Id.*

²⁶⁰ *Id.* §§ 465(3)-(7).

²⁶¹ N.Y. GEN. BUS. LAW. § 811; N.Y. VEH. & TRAF. LAW § 463(o).

²⁶² N.Y. GEN. BUS. LAW. § 369-B.

assurance, provide certain disclosures, avoid misleading statements or the conditioning of sales or financing upon purchase, and maintain records.²⁶³

3.33. North Carolina

Consumer Protection: North Carolina has not adopted the DTPA but it does prohibit deceptive and misleading acts in commerce and all business activities.²⁶⁴

3.34. North Dakota

Consumer Protection: While North Dakota does not have a formal DTPA or other statute specifically aimed at deceptive practices, such practices still violate the common law and must be avoided.

Manufacturer-Dealer: North Dakota does impose some regulations upon motor vehicles and passenger motor vehicles without defining “vehicle.”²⁶⁵ While “vehicle” does appear to exclude boats, there are no cases supporting this interpretation.²⁶⁶ North Dakota does provide that “recreational vehicles” includes personal watercraft, but its regulations for recreational vehicle franchises do not affect warranties.²⁶⁷ These regulations do require inventory repurchase upon cancellation of a dealership agreement.²⁶⁸

3.35. Ohio

Consumer Protection: The Ohio DTPA prohibits deceptive practices in consumer transactions, including representations “[t]hat a consumer transaction involves or does not involve a warranty, a disclaimer of warranties or other rights, remedies, or obligations if the representation is false.”²⁶⁹

Manufacturers must provide a certificate of title containing a warranty of title and a warranty that the boat or outboard motor is new upon first sale.²⁷⁰

Extended Warranties: Ohio requires reimbursement policies for consumer goods service contracts and also requires certain disclosures in those contracts.²⁷¹

²⁶³ N.Y. INS. LAW §§ 7903 thru 7908.

²⁶⁴ N.C. GEN. STAT. § 75-1.1.

²⁶⁵ See, e.g., N.D. CENT. CODE §§ 51-07-02.3 *et seq.* & 51-07-16 *et seq.*

²⁶⁶ *Id.* § 39-01-01(101).

²⁶⁷ *Id.* §§ 39-01-01(68), 39-22.3-01 *et seq.*, & 51-20-1 *et seq.*

²⁶⁸ *Id.* § 51-20-02.

²⁶⁹ OHIO REV. CODE § 1345.02.

²⁷⁰ *Id.* § 1548.05.

²⁷¹ *Id.* § 3905.423.

Vehicle Protection Products: Providers of vehicle protection products, which must be covered by a written warranty, must comply with certain disclosure requirements to avoid insurance regulation under Ohio law.²⁷²

3.36. Oklahoma

Consumer Protection: The Oklahoma Consumer Protection Act prohibits deceptive and misleading acts and also specifically requires consumer warranties to be honored.²⁷³

Extended Warranties: The Oklahoma Service Warranty Act does not apply if the service warranty is issued solely by the manufacturer and the manufacturer as contractual liability insurance in place from an insurer licensed in the state that covers 100% of all claims exposure.²⁷⁴ A prior law on this subject—the Service Warranty Insurance Act—was repealed in 2012.

Vehicle Protection Products: Oklahoma does regulate vehicle protection products that include written warranties.²⁷⁵ Such warrantors must register, demonstrate financial security, provide certain disclosures, avoid requiring purchase as a condition for sales or financings, and maintain records.²⁷⁶

Manufacturer-Dealer: Dealership agreements for boat dealers and manufacturers must cover the parties' respective obligations for delivery of warranty service.²⁷⁷ The terms of those obligations are not regulated. Dealers must have facilities to fulfill manufacturer warranties.²⁷⁸ Sales of boats covered by certificate of title must include a warranty of title.²⁷⁹

3.37. Oregon

Consumer Protection: The Oregon DTPA prohibits deceptive and unfair practices, including “failing to deliver all or any portion of ... goods or services as promised.”²⁸⁰

Sellers of watercraft covered by a certificate of title must provide warranty of title.²⁸¹

²⁷² *Id.* § 3905.421.

²⁷³ 15 OKLA. STAT. § 753.

²⁷⁴ *Id.* § 141.2(17)(b).

²⁷⁵ *Id.* tit. 36, § 6651.

²⁷⁶ *Id.* §§ 6653 thru 6658.

²⁷⁷ *Id.* § 4037.

²⁷⁸ *Id.* § 4041.

²⁷⁹ *Id.* § 4012.

²⁸⁰ OR. REV. STAT. §§ 646.607 & 646.608.

Extended Warranties: Oregon regulates the sale of service contracts, which are made for separate consideration.²⁸² Warrantors must register with the Oregon Department of Consumer and Business Services, keep accurate books and records regarding contract transactions, and demonstrate financial stability.²⁸³ There are requirements for the form of contracts and providers must not make misrepresentations and instead must communicate reasonably and honor claims in good faith.²⁸⁴

Vehicle Protection Products: Oregon is another state that regulates vehicle protection products without defining “vehicle.”²⁸⁵ Where such products are covered by written warranty, the warrantor must register with the state, obtain reimbursement insurance, retain records, and provide the warranties with certain required disclosures to consumers and receipts for the products.²⁸⁶ Warrantors must avoid deceptive names and deceptive practices.²⁸⁷

3.38. Pennsylvania

Consumer Protection: The Pennsylvania DTPA generally prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce” and specifically provides that “[f]ailing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made” is unfair and deceptive.²⁸⁸

Manufacturer-Dealer: Pennsylvania’s Clean Vehicles Program requirements “apply to all new passenger cars and light-duty trucks,” but not boats.²⁸⁹ However, the Pennsylvania Heavy-Duty Diesel Emissions Control Program requirements “apply to new heavy-duty diesel engines and vehicles with a GVWR of greater than 14,000 pounds.”²⁹⁰ These terms are not defined. If applicable, they require boat manufacturers to warrant to the owner that each engine or vehicle shall comply over its period of warranty coverage with the requirements of Pennsylvania environmental protection laws.²⁹¹

²⁸¹ *Id.* § 830.750.

²⁸² *Id.* § 646A.152(7).

²⁸³ *Id.* § 646A.154.

²⁸⁴ *Id.* §§ 646A.156 thru 646A.158,

²⁸⁵ *Id.* § 646A.430,

²⁸⁶ *Id.* §§ 646A.434 thru 646A.444.

²⁸⁷ *Id.* §§ 646A.446 & 646A.448.

²⁸⁸ PA. STAT. tit. 73, §§ 201-2(4)(xiv) & 201-3.

²⁸⁹ PA. CODE tit. 25, § 126.411(a).

²⁹⁰ *Id.* § 126.502

²⁹¹ *Id.* § 126.521.

3.39. Rhode Island

Consumer Protection: Rhode Island’s DTPA bans “unfair or deceptive acts or practices in the conduct of any trade or commerce.”²⁹²

Manufacturer-Dealer: Rhode Island’s UCC does have a number of non-standard warranty-related provisions for consumer sales. Manufacturers must honor express warranties and designate a representative in the United States to provide services or repairs.²⁹³ the manufacturer must make parts available to the representative within 30 days of receipt of the order by the manufacturer, or as soon as possible if there is a reasonable excuse not delivering the parts within 30 days.²⁹⁴ Manufacturers of all kinds and distributors of marine engines and boats who make an express warranties in consumer sales and who designate representatives within Rhode Island to provide repairs pursuant to a consumer sale, shall be liable to the representative in the amount equal to that which is charged by the representative for like service and repairs, including labor and parts, rendered to retail consumers who are not entitled to warranty protection.²⁹⁵

“Any manufacturer whether domestic or foreign selling in this state must have adequate service information and replacement parts available to service facilities to effect repair, and restore to operating condition.”²⁹⁶ “Wherever competent repair or service facilities are available within the state of Rhode Island, the maker of an express warranty shall provide for means of the warranty repair or service performed within the state of Rhode Island.”²⁹⁷ “Any manufacturer selling in this state must have adequate service information and replacement parts available to warranty stations and independent service facilities, to effect repair and restore to operating condition,” and “[t]he service information and parts availability shall continue for a period of not less than four (4) years from the date of last sale of any given model or type.”²⁹⁸

3.40. South Carolina

Consumer Protection: South Carolina has not adopted the DTPA but it does prohibit “unfair or deceptive acts or practices in the conduct of any trade or commerce.”²⁹⁹

²⁹² R.I. GEN. LAWS § 6-13.1.

²⁹³ *Id.* § 6A-2-329(3)(b)-(c).

²⁹⁴ *Id.* § 6A-2-329(3)(c).

²⁹⁵ *Id.* § 6A-2-329(3)(d).

²⁹⁶ *Id.* § 6A-2-329(3)(e).

²⁹⁷ *Id.* § 6A-2-329(4)(a).

²⁹⁸ *Id.* § 6A-2-329(5).

²⁹⁹ S.C. CODE § 39-5-20(A).

Extended Warranties: South Carolina regulates consumer service contracts. Service contract providers must register, demonstrate financial stability, and permit limited cancellation.³⁰⁰ Certain disclosures and formal requirements are required, misleading statements are prohibited, and records must be kept.³⁰¹

3.41. South Dakota

Consumer Protection: While South Dakota has not enacted the DTPA, it does provide criminal penalties for deceptive trade practices.³⁰²

Manufacturer-Dealer: South Dakota does regulate manufacturer reimbursement for warranty work:

Any manufacturer or supplier of merchandise as defined in subdivision 37-5-12.2(5) that authorizes a dealer of such merchandise to perform the warranty work is obligated to provide that dealer reasonable compensation for diagnostic work, as well as repair service, parts, and labor to the dealer. Time allowances for diagnostic and performance of warranty work and service shall be adequate for the work to be performed. The hourly labor rate paid to the dealer for warranty services may not be less than the rate charged by the dealer for like service to nonwarranty customers for nonwarranty service. Reimbursement for parts used in the performance of warranty repair may not be less than the current retail rate customarily charged by the dealer for the part or parts.³⁰³

“Merchandise” has a definition that specifically includes “[b]oats and personal watercraft[.]”³⁰⁴

Manufacturers do have repurchase obligations upon certain franchise terminations.³⁰⁵

3.42. Tennessee

Consumer Protection: Along with broadly outlawing deceptive and unfair practices, the Tennessee DTPA provides that “[f]ailing to disclose that a charge for the servicing of any goods in whole or in part is based on a predetermined rate or

³⁰⁰ *Id.* § 38-78-30.

³⁰¹ *Id.* §§ 38-78-50, 38-78-60, & 38-78-70.

³⁰² S.D. CODIFIED LAWS § 37-24-6.

³⁰³ *Id.* § 37-5-12.4.

³⁰⁴ *Id.* § 37-5-12.2(4).

³⁰⁵ *Id.* §37-5-5.

charge, or guarantee or warranty, instead of the value of the services actually performed” is deceptive, as is “[r]epresenting that a guarantee or warranty confers or involves rights or remedies which it does not have or involve.”³⁰⁶

Boat motor manufacturers must certify to the Tennessee Wildlife Resources Agency that their motors do not exceed noise levels.³⁰⁷

The Tennessee Consumer Protection Warranty Extension Act requires extension of a warranty for the duration of repairs plus two days.³⁰⁸

Vehicle Protection Products: Tennessee regulates vehicle protection products covered by written warranties without defining “vehicle.”³⁰⁹ Warrantors must register with the state, obtain reimbursement insurance, provide buyers with copies of written contracts, conform contracts to certain disclosure requirements, avoid deceptive statements, and maintain records.³¹⁰

3.43. Texas

Consumer Protection: As with Tennessee, the Texas DTPA specifically provides that “basing a charge for the repair of any item in whole or in part on a guaranty or warranty instead of on the value of the actual repairs made or work to be performed on the item without stating separately the charges for the work and the charge for the warranty or guaranty, if any” or “representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve” are unlawful deceptive acts.³¹¹

Manufacturer-Dealer: Texas has enacted legislation requiring boat manufacturers and dealers to have written agreements regarding, among other things, “the obligations of the manufacturer, distributor, and dealer in the preparation and delivery of and warranty service on new boats and new boat motors.”³¹² Dealers must be fairly compensated for work and services, and “a manufacturer or distributor may not pay a dealer a labor rate for warranty work that is less than the rate the dealer charges retail customers for nonwarranty work of the same kind by similar technicians,” except that “[a] manufacturer or distributor who has a warranty program that reimburses a dealer at 100 percent of the dealer’s retail labor rate if the dealer complies with reasonable and objective criteria shall pay the dealer the labor rate

³⁰⁶ TENN. CODE § 47-18-104(15) & 47-18-104(19).

³⁰⁷ TENN. CODE § 69-9-303.

³⁰⁸ *Id.* § 47-18-1402.

³⁰⁹ *Id.* § 56-55-102.

³¹⁰ *Id.* §§ 56-55-104 thru 56-55-110.

³¹¹ TEX. BUS. & COMM. CODE § 17.46(b)(15) & (20).

³¹² TEX. OCCUP. CODE §§ 2352.051 & 2352.052.

provided by the terms of the program or a rate equal to 80 percent of the dealer's retail labor rate, whichever rate is higher."³¹³

Manufacturers must approve or disapprove a dealer's written claim for warranty work not later than the second business day after the date of receipt of the claim and pay approved claims within 30 days.³¹⁴ "If the claim is disapproved, the manufacturer or distributor shall notify the dealer of the grounds for disapproval," and audits must be conducted within one year.³¹⁵ "A manufacturer must act as the single source of contact for the dealer for the manufacturer's component part product warranties, other than engine-related product warranties."³¹⁶

Vehicle Protection Products: "Vehicle protection products" include "written warranties" without specifying whether vehicles include boats.³¹⁷ Warrantors must register, provide copies of warranties to customers, maintain financial security, provide certain disclosures, maintain records, and avoid misleading statements.³¹⁸

Extended Warranties: Texas also regulates consumer service contracts.³¹⁹ Registration is required, financial security must be maintained, disclosures and written copies of contracts must be provided, records must be kept, cancellation and refunds must be permitted, and misleading statements must be avoided.³²⁰

3.44. Utah

Consumer Protection: Utah prohibits deceptive practices in consumer sales, including "indicat[ing] that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, particular warranty terms, or other rights, remedies, or obligations, if the representation is false" and "fail[ing] to honor a warranty or a particular warranty term[.]"³²¹

Extended Warranties: Utah regulates service contracts. Providers must register, maintain financial security, provide various disclosures, avoid misleading statements, and maintain records.³²²

³¹³ *Id.* § 2352.105(a)-(c).

³¹⁴ *Id.* § 2352.105(d).

³¹⁵ *Id.* § 2352.105(d)-(e).

³¹⁶ *Id.* § 2352.105(f).

³¹⁷ *Id.* § 2306.002(8).

³¹⁸ *Id.* §§ 2306.151 thru 2306.208.

³¹⁹ *Id.* § 1304.004.

³²⁰ *Id.* §§ 1304.101 thru 1304.161.

³²¹ UTAH CODE § 13-11-4(2)(j).

³²² *Id.* §§ 31A-6A-103 thru 31A-6A-106.

Manufacturer-Dealer: The Utah Powersport Vehicle Franchise Act applies to franchises selling personal watercraft.³²³ A manufacturer must “indemnify and hold harmless its franchisee against any judgment for damages or settlement approved in writing by the franchisor,” including settlements of claims for express or implied warranty.³²⁴ Manufacturers must not

authorize or permit a person to perform warranty service repairs on powersport vehicles, except warranty service repairs:

- (i) by a franchisee with whom the franchisor has entered into a franchise agreement for the sale and service of the franchisor’s powersport vehicles; or
- (ii) on owned powersport vehicles by a person or government entity who has purchased new powersport vehicles pursuant to a franchisor’s or manufacturer’s fleet discount program[.]³²⁵

Manufacturers “shall specify in writing to each of its franchisees licensed as a new powersport vehicle dealer in this state:

- (a) the franchisee’s obligations for new powersport vehicle preparation, delivery, and warranty service on its products;
- (b) the schedule of compensation to be paid to the franchisee for parts, work, and service; and
- (c) the time allowance for the performance of work and service.³²⁶

Compensation for parts and services must be “reasonable” as must time allowances.³²⁷

In the determination of what constitutes reasonable compensation under this section, the principal factor to be considered is the prevailing wage rates being paid by franchisees in the relevant market area in which the franchisee is doing business.

Compensation of the franchisee for warranty service work may not be less than the amount charged by the franchisee for like parts and service

³²³ *Id.* § 13-35-102(10).

³²⁴ *Id.* § 13-35-201(1)(k).

³²⁵ *Id.* § 13-35-201(1)(q).

³²⁶ *Id.* § 13-35-204(1).

³²⁷ *Id.* § 13-35-204(2).

to retail or fleet customers, if the amounts are reasonable. [T]he term “cost” shall be that same price paid by a franchisee to a franchisor or supplier for the part when the part is purchased for a nonwarranty repair.³²⁸

Manufacturers must not fail to

- (a) perform any warranty obligation;
- (b) include in written notices of franchisor’s recalls to new powersport vehicle owners and franchisees the expected date by which necessary parts and equipment will be available to franchisees for the correction of the defects; or
- (c) compensate any of the franchisees for repairs effected by the recall.³²⁹

If a manufacturer disallows a claim for a defective part, it must either return the part at its expense or pay the franchisee.³³⁰ Claims must be paid within 30 days of approval and approved or disapproved within 30 days of receipt.³³¹

Manufacturers may have repurchase obligations upon franchise termination.³³²

3.45. Vermont

Consumer Protection: Vermont has not adopted the DTPA but “unfair or deceptive acts or practices in commerce” are unlawful.³³³

Transfer of a vessel requires providing a warranty of title.³³⁴

Extended Warranties: Vermont regulates consumer service contracts.³³⁵ Providers must register, maintain financial stability, provide certain disclosures, maintain records, avoid misleading statements, permit cancellations, and avoid limiting consumers’ ability to enforce the contract in Vermont state court.³³⁶

³²⁸ *Id.* § 13-35-204(3).

³²⁹ *Id.* § 13-35-204(4).

³³⁰ *Id.* § 13-35-204(5).

³³¹ *Id.* § 13-35-204(6).

³³² *Id.* § 13-35-307.

³³³ VT. STAT. tit. 9, § 2453.

³³⁴ *Id.* tit. 23, § 3816.

³³⁵ *Id.* tit. 8, § 4248(b)(3).

³³⁶ *Id.* tit. 8, §§ 4248 thru 4254.

3.46. Virginia

Consumer Protection: Virginia has not enacted a DTPA but it does forbid misrepresenting the quality or nature of goods and services being sold.³³⁷

Manufacturer-Dealer: The Virginia Watercraft Dealer Licensing Act contains a number of requirements for manufacturers who permit dealers to do warranty work. Such manufacturers must “[p]roperly and promptly fulfill” warranty obligations and “[f]airly compensate the dealer for the work and services the dealer is required to perform and for other expenses incurred to comply with a manufacturer’s warranty.”³³⁸

A manufacturer may not pay a dealer a labor rate for warranty work that is less than the lower amount that is charged by the dealer and that is charged in the relevant marketplace to retail customers for non-warranty work of the same kind by similar technicians. However, if the manufacturer or the distributor has in effect a warranty program in which the dealer can comply with reasonable and objective criteria and, as a result, obtain 100 percent of the dealer’s retail labor rate or the prevailing retail labor rate in the relevant marketplace, the labor rate for warranty work shall be as the terms of the program require, but shall not be less than seventy percent of the dealer’s labor rate or the prevailing retail labor rate in the relevant marketplace.³³⁹

To obtain this compensation, dealers must

1. Employ watercraft and engine parts expressly authorized by the manufacturer for warranty work;
2. Retain a copy of the manufacturer’s then current service literature, if any;
3. Record the warranty work with the manufacturer within forty-five days of completing the warranty work;
4. Complete and maintain for inspection by the manufacturer, a manufacturer’s delivery checklist signed by the customer for each watercraft or watercraft engine sold by the dealer;

³³⁷ VA. CODE § 59.1-200.

³³⁸ *Id.* § 29.1-829(a)(1)-(2).

³³⁹ *Id.* § 29.1-829(a)(2).

5. Promptly handle all warranty work in accordance with industry standards regardless of the location where the watercraft or watercraft engine was sold; and
6. Submit warranty registration cards to the manufacturers on a timely basis.³⁴⁰

To ensure that warranty work is performed in accordance with industry standards, the dealer shall:

1. Take reasonable steps to ensure that the warranty work is completed by technicians who have received training in servicing the watercraft or engines for watercraft manufactured, imported, or distributed by the manufacturer; and
2. Maintain technician training and development programs authorized or provided by the manufacturer as provided in the dealer's agreement with the manufacturer.³⁴¹

“A dealer shall not charge a consumer for labor or parts on warranty work when the warranty claim has been paid by the manufacturer.”³⁴² Claims must be approved or disapproved and paid, if due, no longer than forty-five days after submission of the claim, and disapproval must be explained in writing.³⁴³

“A manufacturer shall hold harmless the dealer for any financial injuries or other damages suffered by the dealer solely as a result of the negligence of the manufacturer related to the manufacture or design of the watercraft, including reasonable attorney’s fees.”³⁴⁴

“The manufacturer shall compensate the dealer for the cost of parts used in the warranty repair and shipping of the parts to and from the manufacturer, plus a reasonable profit, not less than fifteen percent, on authorized parts stocked by the dealer.”³⁴⁵

³⁴⁰ *Id.* § 29.1-829(b).

³⁴¹ *Id.* § 29.1-829(c).

³⁴² *Id.* § 29.1-829(d).

³⁴³ *Id.* § 29.1-829(e)-(f).

³⁴⁴ *Id.* § 29.1-829(g).

³⁴⁵ *Id.* § 29.1-829(i).

Extended Warranties: Virginia regulates extended service contracts for consumer products.³⁴⁶ Registration and financial stability is required, and records of contract must be maintained.³⁴⁷

3.47. Washington

Consumer Protection: Washington has not adopted the DTPA but deceptive acts or practices in the conduct of any trade or commerce are unlawful.³⁴⁸

Extended Warranties: Washington regulates consumer service contracts.³⁴⁹ Providers must register, provide contract copies and disclosures to customers, maintain financial stability, maintain records, refrain from requiring purchase, and maintain records.³⁵⁰

Manufacturer-Dealer: Washington regulates dealers and manufacturers of personal watercraft.³⁵¹ “Each manufacturer shall specify in its franchise agreement, or in a separate written agreement, with each of its dealers licensed in this state, the dealer’s obligation to perform warranty work or service on the manufacturer’s products.”³⁵² The terms of this agreement are limited:

Each manufacturer shall provide each of its dealers with a schedule of compensation to be paid to the dealer for any warranty work or service, including parts, labor, and diagnostic work, required of the dealer by the manufacturer in connection with the manufacturer's products, and for work on and preparation of motorsports vehicles received from the manufacturer. The compensation may not be less than the rates reasonably charged by the dealer for like services and parts to retail customers. The compensation may not be reduced by the manufacturer for any reason or made conditional on an activity outside the performance of warranty work.³⁵³

In addition, there are a few requirements for treatment of claims and audits:

Claims for warranty work must be paid by the manufacturer within thirty days after approval, and must be approved or denied within thirty days

³⁴⁶ *Id.* § 59.1-435.

³⁴⁷ *Id.* §§ 59.1-436 & 59.1-440.

³⁴⁸ WASH. REV. CODE § 19.86.020.

³⁴⁹ *Id.* § 48.11.015.

³⁵⁰ *Id.* §§ 48.110.030 thru 48.110.090.

³⁵¹ *Id.* § 46.93.020(8).

³⁵² *Id.* § 46.93.100(1).

³⁵³ *Id.*

of receipt by the manufacturer. Denial of a claim must be in writing with the specific grounds for denial. The manufacturer may audit claims for warranty work and charge the dealer for any unsubstantiated, incorrect, or false claims for a period of one year after payment.³⁵⁴

3.48. West Virginia

Consumer Protection: West Virginia has not enacted the DTPA but “unfair or deceptive acts or practices in the conduct of any trade or commerce” are illegal.³⁵⁵

Manufacturer-Dealer: West Virginia regulates dealers and manufacturers of “motor vehicles,” and defines “motor vehicles” to include “recreational vehicles,” which in turn encompasses “motor boats.”³⁵⁶ A manufacturer must honor the terms of franchise agreements for warranty work by dealers and must not “pay its dealers an amount of money for warranty or recall work that is less than that charged by the dealer to the retail customers of the dealer for nonwarranty and nonrecall work of the like kind” or “compensate for warranty and recall work based on a flat-rate figure that is less than what the dealer charges for retail work.”³⁵⁷

Cancellation of a franchise can trigger repurchase or other compensation obligations.³⁵⁸

3.49. Wisconsin

Consumer Protection: Wisconsin does not have a DTPA but it does prohibit “untrue, deceptive or misleading” representations in connection with the sale of merchandise or services.³⁵⁹

Extended Warranties: Wisconsin regulates consumer service contracts.³⁶⁰ Licensing is required, as a certain customer disclosures must be made, deceptive acts must be avoided, and records must be retained.³⁶¹

Vehicle Protection Products: Wisconsin regulates warrantors vehicle protection products but does not define “vehicle.”³⁶² Warrantors must register, be financial stable, provide various disclosures, refrain from deceptive acts, and retain records.³⁶³

³⁵⁴ *Id.* § 46.93.100(2)-(3).

³⁵⁵ W. VA. CODE § 46A-6-104.

³⁵⁶ *Id.* §§ 17A-6A-3(9) & 17A-1-1(nn).

³⁵⁷ *Id.* § 17A-6A-8a(2)(b)-(c).

³⁵⁸ *Id.* § 17A-6A-8.

³⁵⁹ WIS. STAT. § 100.18(1).

³⁶⁰ *Id.* § 616.52.

³⁶¹ *Id.* §§ 616.54 thru 616.60

Manufacturer-Dealer: Boat sales must be made with a warranty of title.³⁶⁴ For a new boat a manufacturer must assign a certificate of origin certifying that the boat is new.³⁶⁵ Termination of a dealership agreement can trigger repurchase obligations.³⁶⁶

3.50. Wyoming

Consumer Protection: Last but not least, there is the great State of Wyoming. Misrepresentations, including “[r]epresent[ing] that a consumer transaction involves a warranty, a disclaimer of warranties, particular warranty terms, or other rights, remedies or obligations if the representation is false” are illegal.³⁶⁷

Extended Warranties: Service contracts are regulated. Providers must register, give their customers copies of the contracts, maintain financial assurances, provide certain disclosures, avoid misrepresentations, and maintain records.³⁶⁸

³⁶² *Id.* § 100.203(1).

³⁶³ *Id.* § 100.203(2)-(7).

³⁶⁴ *Id.* §§ 30.539(2) & 30.541.

³⁶⁵ *Id.* § 30.53(3).

³⁶⁶ *Id.* §135.045.

³⁶⁷ WYO STAT. § 40-12-105.

³⁶⁸ *Id.* §§ 26-49-103 thru 26-49-107.