No. Any contract clause which seeks to buyer or lessee?

Can the manufacturer deduct an vehicle. (ii) A person who purchases or leases less than 10 The People of the State of Michigan enact:

16 C.F. R. 703 (1975) shall be considered as not dispute settlement procedure which the federal

Sec. 5. If a manufacturer has established or participates in (7) The term of an express warranty, and the 1-year, 30-day, expiration of the manufacturer's express warranty. The

made even if the repairs need to be performed after the consumer because of war, invasion, strike, fire, flood, 

procedure.

or prohibited.

"IMPORTANT: IF THIS VEHICLE IS DEFECTIVE YOU MAY

your vehicle. "IMPORTANT: IF THIS VEHICLE IS DEFECTIVE YOU MAY

helpful in the event you have a problem with these significant changes to Michigan's Lemon Law

The consumer may invoke the Lemon Law if:

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by the new Lemon Law?" IMPORTANT: IF THIS VEHICLE IS DEFECTIVE YOU MAY

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the point of view of the individual consumer, 

that impairs the use or value of the new motor 

repair the defect or condition, 

by the consumer. 

or prohibited; recovery of costs, expenses,

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1 year of delivery, whichever is earlier. 

initial repair attempt. Alternatively, the vehicle 

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discounts, rebates and incentives. 

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manufacturer or new motor vehicle dealer pursuant to 

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Can the manufacturer deduct an reasonable attorney fees to a buyer who wins against the manufacturer and wins in the right to possession and use of a new motor vehicle.

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LEMON LAW

QUESTIONS AND ANSWERS

RIGHTS OF THE LEMON LAW CLAUSE IN A CONTRACT?

Can the manufacturer deduct an amount for the use of the vehicle

The Lemon Law is void.

The Lemon Law protects a consumer whose purchase or lease price, the number of miles

(b) "Lessee" means a person who, under a lease, acquires

The Lemon Law protects a consumer whose purchase or lease price, the number of miles

(i) A person who purchases or leases a new motor

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2183, and 16 C.F.R. 703 (1975). An informal

breach of a manufacturer's express warranty or an implied

warranty — federal trade commission

Sec. 5. If a manufacturer has established or participates in

first resorted to such procedure, if such procedure does

and expenses, including attorneys' fees based on actual

Sec. 8.(1) Until December 31, 1999 and after as provided

REPLACEMENT OR A REFUND, YOU MUST FIRST REPORT

DEALER.

Sec. 7. (1) Any rights and remedies provided a consumer

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CONSUMER PROTECTION DIVISION

HOW TO AVOID
under the Lemon Law using a special
amount for the use of the vehicle

Commercial Code, Federal Magnuson-Moss
buyer or lessee?

Yes. The law authorizes the court to award
If the buyer decides to bring a lawsuit
provisions of an express warranty pursuant to
(iv)
Any other person entitled to enforce the

Motor vehicle.

motor vehicle.

household use.

motor vehicle to another person.

soon as reasonably possible of a reasonably
trade commission rules does not comply with


Sec. 4. Nothing in this act shall be construed to limit or
Sec. 6. This act does not apply to a defect or condition that
257.1406 Defects or conditions to which

DEALER.

commonly asked Lemon Law questions. The
affect our rights as consumers. In this pamphlet,
the first time, consumers who lease new motor
protections for Michigan consumers. Now, for
DEPARTMENT OF THE ATTORNEY GENERAL

BE ENTITLED UNDER STATE LAW TO REPLACEMENT OF

1. KEEP COPIES OF ALL CORRESPONDENCE TO
3. FOLLOW ALL REQUIREMENTS OF THE
2. KEEP COPIES OF ALL WORK ORDERS FOR

1. The new motor vehicle has been subject
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DEALER.

consumer to relief under the Lemon Law.

real estate services.  If you have a complaint

In the event of a Lemon Law
THE LEMON LAW

(2) A consumer who prevails in any action brought under

1 year of delivery, whichever is earlier.

The lessor, if any, shall be notified if a refund is made to a

of this act shall not apply to any consumer who has not

or prohibited.

(3) for a deficiency or condition pursuant to subsection (2) is
Sec. 257.1410 Effect.

(k) "Lease price" means the actual vehicle sales price
(l) "Purchase price" means the actual vehicle sales price
the laws of this state and its main office is

leased or purchased in this state.

the consumer because of war, invasion, strike, fire, flood,

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MCL 257.1403. Replacement of motor

date of this act.

(2) the cost of the repairs.

(a) the number of repairs.

(b) the cost of the repairs.

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(a) the same defect or condition that substantially
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The secured party shall

secured interest of a secured party. The secured party shall

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THE ATTORNEY GENERAL

LEMON LAW:

If the Lemon Law does not apply, are there other remedies available? If the buyer decides to bring a lawsuit, he or she should consult an attorney or other legal advisor. The People of the State of Michigan enact:

MICHIGAN LEMON LAW

require certain repairs to new motor vehicles; to provide a procedure by which a consumer may obtain a replacement vehicle or a refund of the purchase price, as applicable. To obtain replacement or a refund of the purchase price, the consumer must:

(a) If the new motor vehicle was purchased, either:

(i) Make written demand upon the new motor vehicle dealer for repair or replacement of the new motor vehicle, or

(ii) Accept repair, at no additional charge to the consumer, of a defect or condition to which the Lemon Law applies, or

(iii) For a corporation, a corporation that is a new motor vehicle has a "defect or condition to which the Lemon Law applies," and the Lemon Law is applicable to a new motor vehicle.

(b) If the new motor vehicle was leased, the consumer need only:

(i) Make written demand upon the new motor vehicle dealer for repair or replacement of the new motor vehicle, or

(ii) Accept replacement of a new motor vehicle having a defect or condition pursuant to subsection (1) is not made available without cost to the consumer, the consumer may agree to accept a replacement vehicle, the lease agreement shall be modified to reflect the replacement vehicle.

(c) If the new motor vehicle was leased, the consumer may accept a replacement vehicle, if the consumer and the new motor vehicle dealer agree to such a replacement.

The manufacturer shall notify the consumer as soon as possible that the new motor vehicle does not qualify for a repair or replacement under the Lemon Law, and that the consumer has the option of requesting a refund or a lease termination. The consumer, or his or her representative, before the expiration of warranty, may notify the manufacturer of the alleged defect or condition.

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Attorney General’s Consumer Protection Warranty Act, and other contract remedies. For recovered?

No. Any contract clause which seeks to require certain repairs to new motor vehicles; to provide remedies provided for under this act.

Yes. The law authorizes the court to award the purchase or lease price, the number of miles driven attributable to use by the consumer, the value of the new motor vehicle plus all mileage directly attributable to use by the consumer, the value of any title for a new motor vehicle a written statement, a cash payment, or any portion of the lessor and includes the same additions as the option of requesting a refund or IT OR A REFUND OF ITS PURCHASE PRICE. TO OBTAIN

DEALER.

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I have outlined answers to some of the most common questions I receive about Michigan’s Lemon Law:

**Requirements and Actors:**

- The Lemon Law applies to vehicles for personal, family, or household use.

**Nature of the Lemon Law:**

- The Lemon Law provides consumers with the right to possess and use a new motor vehicle for personal or household purposes.

**Defects or Conditions:**

- Defects or conditions that impair the use or value of a new motor vehicle to a consumer are covered by the Lemon Law.

**Warranty Period:**

- The Lemon Law applies to defects or conditions reported during the warranty period or the first year of ownership.

**Repair Attempts:**

- The Lemon Law requires the manufacturer to repair a defect or condition in a new motor vehicle within a reasonable time.

**Reasonable Allowance:**

- A reasonable allowance is determined by considering the purchase or lease price, the number of miles driven, and other factors.

**Time Periods:**

- There is a time period within which the manufacturer must repair the defect or condition.

**Mediation:**

- The Lemon Law also provides for mediation to resolve disputes between consumers and manufacturers.

**Duties of the Attorney General:**

- The Attorney General has duties related to the Lemon Law, including prescribing duties for certain state agencies and providing regulations for the Lemon Law.

**Other Legal Remedies:**

- The Lemon Law does not preclude consumers from seeking other legal remedies.

**IMPORTANT:**

- If this vehicle is defective, you may be entitled to a replacement or refund.

**QUESTIONS REGARDING YOUR RIGHTS UNDER THIS LAW:**

- Consult an attorney or other qualified individual.
The Michigan Lemon Law is a consumer protection law that provides rights to consumers who purchase or lease new motor vehicles. If the new motor vehicle is defective or has persistent intermittent defects, the consumer may invoke the Lemon Law to seek resolution. The law mandates that the manufacturer must provide the consumer with a replacement vehicle or a refund if repairs cannot be made within a reasonable time and to the satisfaction of the consumer. The Lemon Law also provides for settlement procedures, including informal dispute settlement, and allows for attorney fees in cases where the manufacturer fails to comply with their obligations.

**YOU MAY BE REQUIRED TO FIRST ARBITRATE THE DISPUTE**

### IMPORTANT: IF THIS VEHICLE IS DEFECTIVE YOU MAY BE ENTITLED UNDER STATE LAW TO REPLACEMENT OF OR OTHERS.

1. The new motor vehicle is out of service for repair services for a total of 30 days, or has been out of service for an aggregate of 25 days.

2. The new motor vehicle is out of service because of repairs for a total of 30 or more days, or because repair services were not available to the consumer or which prevents the new motor vehicle to the consumer.

3. For a unit or agency of government, a unit or agency of government other than this state.

The Lemon Law applies to new motor vehicles designed for personal, family, or household use. The manufacturer or dealer must provide a written guarantee of the quality of materials and workmanship of the new motor vehicle as defined in the law.

**Please note:**

- The Lemon Law does not apply to vehicles designed to travel on less than 4 wheels.
- The Lemon Law does not apply to vehicles designed to travel on 4 wheels or less.
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How do I know if I have a "lemon" under the Lemon Law?

A "lemon" under the Lemon Law is a new motor vehicle that:

1. The new motor vehicle has been subject to a reasonable number of repairs as set forth in the Lemon Law.
2. Offers a defect or condition that impairs the use or value of the new motor vehicle to the extent that it is unsatisfactory to the consumer.
3. Occurs after the consumer has taken delivery of the new motor vehicle.
4. Occurs after the consumer has driven the new motor vehicle 25,000 miles or 3 years, whichever occurs first.
5. Occurs within the warranty period or within the first 25,000 miles of use, whichever period occurs first.

How do I determine if I have a lemon?

To determine if you have a lemon, you need to consider the following factors:

- The number of repairs to the vehicle.
- The type of defects or conditions that occur.
- The cost of the repairs and whether they are covered by the warranty.
- The condition of the vehicle before and after the repairs.

If you determine that your vehicle qualifies as a lemon, you can take action under the Lemon Law to resolve the situation.

How do I proceed under the Lemon Law?

To proceed under the Lemon Law, you need to:

1. Notify the manufacturer or dealer of the defect or condition within a reasonable time after you discover it.
2. Cooperate with the manufacturer or dealer to attempt to repair the defect or condition.
3. If the manufacturer or dealer cannot reasonably repair the defect or condition, you may be entitled to a replacement vehicle or a refund.
4. If you choose a replacement vehicle, you must accept it.
5. If you choose a refund, you must accept it.

Can a manufacturer or dealer cause me to lose my rights under the Lemon Law?

Yes. The statute sets out a complex formula to determine whether the manufacturer or dealer can cause you to lose your rights under the Lemon Law. However, the manufacturer or dealer cannot cause you to lose your rights if:

- You notify the manufacturer or dealer of the defect or condition within a reasonable time after you discover it.
- You cooperate with the manufacturer or dealer to attempt to repair the defect or condition.
- You receive a reasonable allowance for use.

What is a reasonable allowance for use?

A reasonable allowance for use is the purchase or lease price paid by the consumer, less any discounts, rebates, and incentives received. If you accept a replacement vehicle, the lease price paid will be a reasonable allowance for use.

How do I know if I can get a new or comparable replacement motor vehicle under the Lemon Law?

You can get a new or comparable replacement motor vehicle under the Lemon Law if:

1. You have a lemon under the Lemon Law.
2. You notify the manufacturer or dealer of the defect or condition within a reasonable time after you discover it.
3. You cooperate with the manufacturer or dealer to attempt to repair the defect or condition.
4. The manufacturer or dealer cannot reasonably repair the defect or condition.

How do I get a refund under the Lemon Law?

If you are entitled under state law to replacement of the new motor vehicle or refund, you must:

1. Report the defect in writing to the manufacturer or dealer.
2. Cooperate with the manufacturer or dealer to attempt to repair the defect or condition.
3. Accept a replacement vehicle or refund.
4. Cooperate with the manufacturer or dealer to attempt to repair the defect or condition.

Can I get a refund even if I have driven more than 25,000 miles?

Yes, you may be entitled to a refund even if you have driven more than 25,000 miles during the manufacturer's warranty period. The statute sets out a complex formula to determine whether you are entitled to a refund.

Where can I find more information about the Lemon Law?

You can find more information about the Lemon Law by visiting the website of the Michigan Department of Attorney General or by contacting the Consumer Protection Division at 877-SOLVE-88.

What is the Lemon Law and how does it protect consumers?

The Lemon Law is a federal law that protects consumers from defective new motor vehicles. The law requires manufacturers to repair defects in new motor vehicles and to replace vehicles that cannot be reasonably repaired. The Lemon Law also provides consumers with the right to a refund if the manufacturer or dealer cannot repair the vehicle.

How can I protect my rights under the Lemon Law?

To protect your rights under the Lemon Law, you should:

1. Report the defect in writing to the manufacturer or dealer.
2. Cooperate with the manufacturer or dealer to attempt to repair the defect or condition.
3. Accept a replacement vehicle or refund.
4. Cooperate with the manufacturer or dealer to attempt to repair the defect or condition.

What are the consequences if I fail to cooperate with the manufacturer or dealer?

If you fail to cooperate with the manufacturer or dealer, you may lose your rights under the Lemon Law. However, the manufacturer or dealer cannot cause you to lose your rights if:

- You notify the manufacturer or dealer of the defect or condition within a reasonable time after you discover it.
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- You accept a reasonable allowance for use.
HOW TO AVOID MICHIGAN'S ATTORNEY GENERAL DEPARTMENT OF THE ATTORNEY GENERAL

COMMERICAL CODE, FEDERAL MAGNUSON-MOSS

1. Are there any contract clauses that prevent me from waiving my rights prior to returning the vehicle?

2. Can the manufacturer or dealer cause me to waive my rights?

3. If the Lemon Law does not apply, are there any remedies available to me?

4. Is there a statute that addresses attorney fees?

5. Is it necessary to implement a final settlement not specified in the Lemon Law?

6. Is there a statute that addresses consumer protection?

7. Are there any remedies for the failure to repair the vehicle?

8. Is there a statute that addresses informal dispute settlement procedures?

9. Is there a statute that addresses automobile warranties?

10. Is there a statute that addresses the Lemon Law?

11. What are the common questions about the Lemon Law?

12. Is there a statute that addresses the Lemon Law and automobile warranties?

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20. Is there a statute that addresses the Lemon Law and automobile warranties?
THE ATTORNEY GENERAL

recovered?

No. Any contract clause which seeks to

vehicle.

(d)

“Manufacturer” means any person who manufactures,

(iv)

Any other person entitled to enforce the

new motor vehicles a year.

(i)

A person who purchases or leases a new motor

MCL 257.1401

MICHIGAN LEMON LAW

include a new motor vehicle dealer.

and includes an agent of a manufacturer but does not

16 C.F.R. 703 (1975) shall be considered as not

original attempt to repair the defect.

(b)

Abuse or neglect of the new motor vehicle or

(7) The term of an express warranty, and the 1-year, 30-day,

be extended because repair services were not available to

of this act shall not apply to any consumer who has not

an informal dispute settlement procedure, the provisions

the new motor vehicle was purchased or leased

DEALER.

DEFECT IN WRITING TO THE MANUFACTURER AND

THIS LAW, YOU SHOULD:

THE DEFECT IN WRITING TO THE MANUFACTURER AND

(b) 

Complies with the Magnuson-Moss

(a)

In 1999, Michigan's motor vehicle Lemon Law was

persistent intermittent defect, such as a water

not the manufacturer or dealer. Clearly, an

will turn out to be lemons. That's why it is

For many of us, buying or leasing a vehicle

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DEALER.
CONSUMER PROTECTION DIVISION
WITH A LEMON
QUESTIONS AND ANSWERS

RIGHTS OF THE LEMON LAW

prior to its return?

If the Lemon Law does not apply, are
waive a consumer's rights under the Lemon

If the buyer decides to bring a lawsuit
to

Yes. The law authorizes the court to award

remedies for the failure to repair such vehicles; and to


(7) The term of an express warranty, and the 1-year, 30-day,

remedies provided for under this act.


(257.1406 Defects or conditions to which

of this act shall not apply to any consumer who has not

remedies for the failure to repair such vehicles; and to

comes, or is a distributor of new motor vehicles

bought or leased less than 10


(257.1407 Waiver of rights and remedies

any repairs required to be made under this act shall be

acts which the federal
dispute settlement procedure which the federal

is applicable.

consumer to relief under the Lemon Law.

persistent intermittent defect, such as a water

may meet this level of impairment. However, a

goals of this act are to

the laws of this state.

is effective on the date of its


may be allowed by the court to recover as part of

appropriate.

impairs the use or value of the new motor

beyond the first 25,000 mileage usage period of the

the consumer is not.

period that the court or alternative dispute settlement

and

determined under subsection (5), the manufacturer shall

within 30 days, do either of the following as applicable:

CASE NO. XXX-XXX-XXXX

The consumer may invoke the Lemon Law if:

to

of the Lemon Law, consult an attorney or other

in 10-point boldfaced type, in substantially the following

database that is accessible to the public through the

debt from any other transaction

trade-in but excludes debt from any other transaction

company, the consumer shall accept a refund. A refund

be used in calculating a "reasonable allowance

an amount equal to any appraised damage that is not

secured interest of a secured party. The secured party shall

required under this subsection or subsection (1) shall be

of such action, unless the court in its discretion shall

in connection with the commencement and prosecution

and expenses, including attorneys' fees based on actual

of a remedy provided under subsection (1), and

to subsection (1), if the replacement motor vehicle is

the motor vehicle having a defect or condition pursuant

to subsection (1), if the replacement motor vehicle is

required under this subsection or subsection (1) shall be

an amount equal to any appraised damage that is not

secured interest of a secured party. The secured party shall

of a remedy provided under subsection (1), and

the motor vehicle having a defect or condition pursuant to subsection (1) is

in the number of miles the vehicle has been driven.

of an appraised total damaged value that is not

of a remedy provided under subsection (1), and

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What kinds of problems are covered by the Lemon Law?

A new motor vehicle has a "defect or condition that impairs the use or value of the new motor vehicle to the consumer." Significantly, the law waives a consumer's rights under the Lemon Law for use," which takes into account the in court.

You may be required to first arbitrate the new motor vehicle was purchased or leased by a resident of this state and is covered by a warranty.

Questions and Answers: How to Avoid Getting Stuck with a Lemon

The Lemon Law applies if a new motor vehicle was purchased or leased by a resident of this state and is covered by a warranty.

(1) The Lemon Law applies if a new motor vehicle was purchased or leased by a resident of this state and is covered by a warranty.

(a) If the new motor vehicle was purchased, either the consumer has provided sufficient evidence that the vehicle was purchased or leased.

(b) The new motor vehicle is out of service because of repairs for a total of 30 or more days within a 12-month period that the court or alternative dispute settlement procedure described in section 5 determines that a reasonable allowance for use is the purchase or lease cost.

(c) Beginning January 1, 2000, the secretary of state shall apply to reduce the purchase or lease cost.

(d) The remaining three repairs, for the same type of motor vehicle shall repair the defect or condition if 1 of the following occurs:

(i) For an individual, an individual who is a legal resident of this state.

(j) A modification not installed or made by or for the manufacturer is one of the largest consumer transactions we

(k) 

(3) Beginning January 1, 2000, the secretary of state shall include a summary of the provisions of this act on a

(l) No. The manufacturer is bound by the Lemon Law procedures to pursue Lemon Law remedies.

(m) The manufacturer has 5 business days to repair a comparable replacement motor vehicle currently in production or to replace the new motor vehicle with a comparable in value to the original motor vehicle. If for purposes of this section, "whether the manufacturer's arbitration procedure conforms to Federal Trade Commission regulations.

(n) A reasonable number of repairs as the date of the first attempt to repair a defect or condition pursuant to subsection (1) is

(o) 

(p) 

(q) 

(r) 

(s) 

(t) 

(u) 

(v) 

(w) 

(x) 

(y) 

(z)
CONSUMER PROTECTION DIVISION

WITH A LEMON LAW:

DEPARTMENT OF THE ATTORNEY GENERAL

Can the manufacturer deduct an amount for repairs if the vehicle is considered a lemon? If the consumer is dissatisfied with the repair of a defect or condition, at what time period can the manufacturer not repair the defect or condition? Does the manufacturer have to provide a replacement vehicle or refund the purchase price if the defect or condition is not repaired in the required time period? If the manufacturer does not repair the defect or condition, are there other remedies available to the consumer under the Lemon Law?

The Michigan Lemon Law is designed to protect consumers who purchase or lease new motor vehicles. It provides consumers with the right to return a vehicle to the manufacturer or dealer if the vehicle has a defect or condition that substantially impairs its use or value and that the manufacturer fails to repair in a reasonable number of repair attempts. The law also allows consumers to pursue claims under other state laws if the Lemon Law does not provide adequate protection.

To pursue Lemon Law claims, the consumer must keep copies of all correspondence to the manufacturer and retain the vehicle or any parts that were removed for repair. The consumer must give the manufacturer reasonable amounts of time and opportunity to repair the defect or condition, and if the manufacturer fails to repair the defect or condition, the consumer may seek a refund or replacement vehicle.

The Lemon Law defines a new motor vehicle as a motor vehicle that is not more than 2 years old, is not more than 25,000 miles from the new motor vehicle's first use, and has not been used for more than 1 year as a rental vehicle or in a motor vehicle race. The Lemon Law applies to new motor vehicles purchased or leased by a resident of Michigan, and the manufacturer or dealer must maintain records of the vehicle's maintenance and repair history.

The Lemon Law was amended in 1999 to provide additional protections for consumers. The amendments allow consumers to be compensated for additional costs related to the defect or condition, such as the cost of temporary transportation, lodging, and other expenses incurred while the vehicle was being repaired. The amendments also allow consumers to pursue Lemon Law claims against the lessor if the vehicle was leased and the manufacturer or dealer was unable to repair the defect or condition.

If the manufacturer or dealer is unable to repair the defect or condition, the consumer may seek a replacement vehicle or refund of the purchase price. The consumer must first give the manufacturer or dealer a reasonable amount of time and opportunity to repair the defect or condition, and if the manufacturer or dealer fails to repair the defect or condition, the consumer may seek a replacement vehicle or refund of the purchase price. The consumer may also pursue Lemon Law claims against the lessor if the vehicle was leased and the manufacturer or dealer was unable to repair the defect or condition.

For many of us, buying or leasing a vehicle is one of the biggest investments we make. That's why it's important to take steps to ensure that we are getting a vehicle that will meet our needs. The Lemon Law is designed to protect consumers from getting stuck with a lemon, and it's important to understand your rights under the law.
REGISTRATION AND IDENTIFICATION

SEC. 1. If a new motor vehicle is defective or has a nonconformity that substantially affects the use, value, or safety of the vehicle, the consumer or the lessee (as defined in section 7) may return the vehicle to the manufacturer or a new motor vehicle dealer of that vehicle for a refund; allowance for use; reimbursement for towing costs and the consumer's property damage, if any; allowance for any unexpired term of an extended warranty agreement; and allowance for any unexpired term of an extended service agreement. The manufacturer or new motor vehicle dealer shall not be entitled to be reimbursed for the value of any parts or services that are used in repairing the vehicle.


SEC. 2. This act shall apply to all new motor vehicles that are first sold or leased to a resident of this state and are covered by a manufacturer's express warranty.


SEC. 3. This act does not apply to a defect or condition that is caused by the consumer or another person, including a new motor vehicle dealer, the consumer of the new motor vehicle dealer, or any owner, lessor, or lessee.


SEC. 4. Nothing in this act shall be construed to limit or affect the provisions of any express warranty or other contract remedies.


SEC. 5. The manufacturer shall notify the consumer as soon as reasonably possible of a nonconformity that substantially affects the use, value, or safety of the vehicle. The notification shall include a description of the nonconformity, the steps to be taken to correct the nonconformity, and the manufacturer's policy on the return of the vehicle.


SEC. 6. This act does not apply to a defect or condition that is caused by the consumer or another person, including a new motor vehicle dealer, the consumer of the new motor vehicle dealer, or any owner, lessor, or lessee.


SEC. 7. The consumer or the lessee may return the vehicle to the manufacturer or new motor vehicle dealer and demand a refund; allowance for use; reimbursement for towing costs and the consumer's property damage, if any; allowance for any unexpired term of an extended warranty agreement; and allowance for any unexpired term of an extended service agreement. The manufacturer or new motor vehicle dealer shall not be entitled to be reimbursed for the value of any parts or services that are used in repairing the vehicle.


SEC. 8. The manufacturer or new motor vehicle dealer shall not be liable for any defect or condition unless the defect or condition substantially affects the use, value, or safety of the vehicle. The manufacturer or new motor vehicle dealer shall not be liable for any defect or condition if the defect or condition is caused by the consumer or another person, including a new motor vehicle dealer, the consumer of the new motor vehicle dealer, or any owner, lessor, or lessee.


SEC. 9. This act shall apply to all new motor vehicles that are first sold or leased to a resident of this state and are covered by a manufacturer's express warranty.


SEC. 10. This act shall take effect 60 days after its publication in the official state newspaper.

If the Lemon Law does not apply, are
the buyer decides to bring a lawsuit
(c) "Lessor" means a person who, under a lease, transfers
(a) "Consumer" means 1 or more of the following:

Sec. 1. As used in this act:

The People of the State of Michigan enact:


Sec. 2. If a new motor vehicle has any defect or condition

MCL 257.1402. Repair of defect or


Sec. 3. (1) If a defect or condition that was reported to the

MCL 257.1410 Effect.


Must the buyer or lessee resort to the

one of the largest consumer transactions we

vehicle to the consumer. Significantly, the law

How do I know if I have a "lemon"

has been subjected to a reasonable number of repairs as

DEFENDANT.

Okay, I think I have a defective motor

Defects in New Motor Vehicles; To Provide

I have outlined answers to some of the most

vehicles for personal, family or household use are

or prohibited.

protections for Michigan consumers. Now, for

provisions

purchase or lease.

purchase new motor vehicles.

repair if 1 of the following occurs:

to subsection (1), if the replacement motor vehicle is

free to be replaced with a corresponding security

for the manufacturer, and the amount of all other charges

The number of repairs.

reasonable allowance for use is the purchase or lease

prohibitions

MCL 257.1412. Defective Defect or Condition

provisions, to require certain repairs to new motor vehicles; to provide

or condition.

were sold to the original consumer on or after the effective

must be a continuation of the

date of the first attempt to repair

have the right to a refund of the lease price paid by the

90 days to repair the defect or condition.

Before my last chance letter, how long

Defects and Amendments.

with a Lemon

business days to repair the


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