

CHAPTER 213**MANUFACTURED HOUSING WARRANTIES****§1401. Scope**

All new manufactured homes sold by a dealer are covered by the warranties established by this chapter. [PL 1993, c. 642, §2 (AMD).]

SECTION HISTORY

PL 1973, c. 435 (NEW). PL 1973, c. 788, §42 (AMD). PL 1989, c. 805, §1 (RPR). PL 1993, c. 642, §2 (AMD).

§1402. Definitions

As used in this chapter, unless the context otherwise indicates, the following words shall have the following meanings. [PL 1973, c. 435 (NEW).]

1. Dealer. "Dealer" includes a person who customarily sells manufactured housing to consumers and is subject to the jurisdiction of this State under Title 14, section 704-A. [PL 1993, c. 642, §3 (AMD).]

2. Mobile home.
[PL 1993, c. 642, §4 (RP).]

3. Installer. "Installer" means any person, including but not limited to a dealer or mechanic, who installs or sets up manufactured housing for a buyer. [PL 1993, c. 642, §5 (NEW).]

4. Manufactured housing. "Manufactured housing" has the same meaning as set forth in section 9002, subsection 7, paragraphs A and B. [PL 1993, c. 642, §5 (NEW).]

SECTION HISTORY

PL 1973, c. 435 (NEW). PL 1975, c. 252, §1 (AMD). PL 1989, c. 805, §2 (AMD). PL 1989, c. 878, §§H1,2 (AMD). PL 1993, c. 642, §§3-5 (AMD).

§1403. Application

1. Warranty on housing. The warranty established in section 1404 applies to:

A. The manufacturer of manufactured housing; [PL 1993, c. 642, §6 (NEW).]

B. The dealer who sells manufactured housing to the buyer; and [PL 1993, c. 642, §6 (NEW).]

C. A person who, in the ordinary course of business and under contract with or as an employee or agent of a dealer located in another state, transports manufactured housing into the State or installs manufactured housing transported into the State. [PL 1993, c. 642, §6 (NEW).]

[PL 1993, c. 642, §6 (RPR).]

2. Warranty on installation. The warranty established in section 1404-A applies to the installer of manufactured housing. When the dealer subcontracts with an installer for the installation of manufactured housing in the State, the dealer and the installer are jointly and severally liable for the warranty established in section 1404-A.

[PL 1993, c. 642, §6 (RPR).]

3. Carrier; installer.

[PL 1993, c. 642, §6 (RP).]

SECTION HISTORY

PL 1973, c. 435 (NEW). PL 1989, c. 805, §3 (RPR). PL 1993, c. 642, §6 (RPR).

§1404. Written warranty; contents

A statutory warranty is hereby established under which both the manufacturer and the dealer certify that to the best of their knowledge, the new manufactured home is free from any substantial defects in the approved building systems, materials and workmanship. The dealer shall deliver the written warranty to the buyer at the time of sale, and the warranty must contain the following terms: [PL 2017, c. 210, Pt. A, §1 (AMD).]

1. Defects. That the manufactured home is free from any substantial defects in materials or workmanship;
[PL 2017, c. 210, Pt. A, §2 (AMD).]

2. Corrective action. That the manufacturer or dealer or both shall take appropriate corrective action at the site of the manufactured home in instances of substantial defects in materials or workmanship, which become evident within one year from the date of the delivery of the manufactured home to the consumer, provided the consumer or the consumer's transferee gives written notice of such defects to the manufacturer or dealer at the manufacturer's or dealer's business address not later than one year and 10 days after date of delivery;
[PL 2007, c. 402, Pt. B, §1 (AMD).]

3. Liability. That the manufacturer and dealer are jointly and severally liable to the consumer for the fulfillment of the terms of warranty, and the consumer may notify either one or both of the need for appropriate corrective action in instances of substantial defects in the approved building systems, materials or workmanship;
[PL 2017, c. 210, Pt. A, §3 (AMD).]

4. Name, address and phone number of manufacturer. That the name, address and phone number of the manufacturer and the dealer where the consumer must mail or deliver written notice of defects to either the dealer or the manufacturer, or both, shall be set forth in the document;
[PL 1973, c. 754, §2 (NEW).]

5. Responsibility. That, while the manufacturers of any appliances may also issue their own express warranties, the primary responsibility for appropriate corrective action under the warranty rests with the dealer and manufacturer, and the consumer should report all complaints to the dealer and manufacturer initially; and
[PL 2017, c. 210, Pt. A, §4 (AMD).]

6. Warranty supplemental. That this statutory warranty is in addition to any express warranty provided by the manufacturer or dealer and any warranty created by state or federal law, including the implied warranties of merchantability and fitness for a specific purpose. The Manufactured Housing Board, in consultation with the Department of the Attorney General, shall prepare a written warranty form that contains the terms of subsections 1 to 5 and shall ensure that this warranty form is distributed to all dealers and manufacturers doing business in this State.
[PL 1989, c. 717, §3 (NEW).]

SECTION HISTORY

PL 1973, c. 435 (NEW). PL 1973, c. 754, §§1,2 (AMD). PL 1989, c. 717, §§1-3 (AMD). PL 2007, c. 402, Pt. B, §1 (AMD). PL 2017, c. 210, Pt. A, §§1-4 (AMD).

§1404-A. Installation warranty

The installer or the installer and the dealer, when the dealer is responsible for the installation, shall provide a written warranty with each new manufactured housing unit installed for a buyer. The installer

shall deliver the written warranty to the buyer at the time of the installation. The warranty must contain the following: [PL 1993, c. 642, §7 (NEW).]

1. Approved building systems, materials and workmanship. That the installation is free from any substantial defects in the approved building systems, materials or workmanship; [PL 2017, c. 210, Pt. A, §5 (AMD).]

2. Corrective action. That the installer or the installer and the dealer, when the dealer is responsible for the installation, shall take appropriate corrective action at the site of the manufactured housing in instances of substantial defects in the approved building systems, materials or workmanship that become evident within one year from the date of the installation of the manufactured housing if the buyer or the buyer's transferee gives written notice of the defects to the installer or the installer and the dealer, when the dealer is responsible for installation, at the installer's or the installer's and the dealer's business addresses no later than one year and 10 days after the date of installation; [PL 2017, c. 210, Pt. A, §5 (AMD).]

3. Liability. That the installer or the installer and the dealer, when the dealer is responsible for the installation, are liable to the buyer for the fulfillment of the terms of the warranty; and [PL 1993, c. 642, §7 (NEW).]

4. Name, address and phone number of installer. The name, address and phone number of the installer or the installer and the dealer, when the dealer is responsible for the installation, to whom written notice of defects must be mailed or delivered by the buyer. [PL 1993, c. 642, §7 (NEW).]

SECTION HISTORY

PL 1993, c. 642, §7 (NEW). PL 2017, c. 210, Pt. A, §5 (AMD).

§1405. Cumulative remedies; prohibition against waiver

The warranty under this chapter is in addition to and not in derogation of all other rights and privileges that a consumer may have under any other law or instrument. The manufacturer or dealer may not require the buyer to waive the buyer's rights under this chapter and any such waiver is contrary to public policy and is unenforceable and void. [RR 2023, c. 2, Pt. C, §27 (COR).]

SECTION HISTORY

PL 1973, c. 435 (NEW). RR 2023, c. 2, Pt. C, §27 (COR).

§1406. Violation as unfair trade practice

Any violation of this chapter shall constitute a violation of Title 5, chapter 10, Unfair Trade Practices Act. [PL 1973, c. 435 (NEW).]

SECTION HISTORY

PL 1973, c. 435 (NEW).

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