

Arizona Lemon Law

Arizona Revised Statutes §§ 44-1261 to 44-1265

44-1261 . Definitions; exemptions

A. In this article, unless the context otherwise requires:

1. “Consumer” means the purchaser, other than for purposes of resale, of a motor vehicle, any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle or any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

2. “Motor vehicle” means a self-propelled vehicle designated primarily for the transportation of persons or property over the public highways.

B. If the motor vehicle is a motor home, the provisions of this article shall apply to the self-propelled vehicle and chassis but does not include those portions of the vehicle designed, used or maintained primarily as a mobile dwelling, office or commercial space.

C. The provisions of this article do not apply to a motor vehicle with a declared gross weight over ten thousand pounds.

44-1262 . New motor vehicle; repair during express warranty or two years or twenty-four thousand miles

A. If a new motor vehicle does not conform to all applicable express warranties:

1. A consumer shall report the nonconformity to the manufacturer, its agent or its authorized dealer or issuer of a warranty during the shorter of the following:

(a) The term of the express warranty.

(b) The period of two years or twenty-four thousand miles following the date of original delivery of the motor vehicle to the consumer, whichever is earlier.

2. The manufacturer, its agent or its authorized dealer or the issuer of a warranty shall make those repairs that are necessary to conform the motor vehicle to such express warranties, even if the repairs are made after the expiration of the term or two year period or twenty-four thousand mile limit.

B. This section does not limit in any way the remedies available to a consumer under a new motor vehicle warranty that extends beyond the limits prescribed in this section.

44-1263 . Inability to conform motor vehicle to express warranty; replacement of vehicle or refund of monies; affirmative defenses

A. If the manufacturer, its agents or its authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use and value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a new motor vehicle or accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price, including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle. The manufacturer shall make refunds to the consumer and lienholder, if any, as their interests appear. A reasonable allowance for use is that amount directly attributable to use by the consumer before his first written report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is not out of service by reason of repair.

B. It is an affirmative defense to any claim under this article that either:

1. An alleged nonconformity does not substantially impair the use and market value of the motor vehicle.
2. A nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of the motor vehicle.

44-1264 . Reasonable number of attempts to conform motor vehicle to express warranty; presumption

A. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if either:

1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers during the shorter of the express warranty term or the period of two years or twenty-four thousand miles following the date of original delivery of the motor vehicle to the consumer, whichever is earlier, but the nonconformity continues to exist.

2. The motor vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days during the shorter of the express warranty term or the two year period or twenty-four thousand miles, whichever is earlier.

B. The term of an express warranty, the two year period and the thirty day period are extended by any period of time during which repair services are not available to the consumer because of any war, invasion, strike, fire, flood or other natural disaster.

C. The presumption prescribed in this section does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer of the alleged defect and has had an opportunity to cure the alleged defect.

44-1265 . Nonlimitation of rights; refund or replacement not required if certain procedures not followed; attorney fees

A. If a manufacturer has established or participates in an informal dispute settlement procedure which complies in all respects with 16 code of federal regulations part 703, section 44-1263 relating to refunds or replacement does not apply to any consumer who has not first resorted to such a procedure.

B. A consumer shall begin an action under this article within six months following the earlier of expiration of the express warranty term or two years or twenty-four thousand miles following the date of original delivery of the motor vehicle to the consumer, whichever is earlier. If a consumer prevails in an action under this article, the court shall award the consumer reasonable costs and attorney fees.

44-1266 . Notice to dealers and prospective purchasers

A. A manufacturer who has been ordered by judgment or decree to replace or repurchase a motor vehicle pursuant to this article or the repair or replace laws of another state shall, before offering the motor vehicle for resale, attach to the motor vehicle written notification indicating the motor vehicle has been replaced or repurchased. A consumer has a cause of action against any person who removes the written notification from the motor vehicle, except as provided in subsection B of this section.

B. A motor vehicle dealer, broker, wholesale motor vehicle dealer or wholesale motor vehicle auction dealer as defined in section 28-4301 who offers for sale a motor vehicle that has been replaced or repurchased pursuant to this article or the

repair or replace laws of another state shall provide the purchaser with the manufacturer's written notification indicating that the motor vehicle has been replaced or repurchased before completion of the sale.

C. It shall constitute an affirmative defense in an action brought pursuant to subsection A of this section against a motor vehicle dealer or an agent of a motor vehicle dealer that the notification described in subsection A of this section was removed by someone other than the dealer or agent without the knowledge of the dealer or agent.