

THE GENERAL ASSEMBLY OF PENNSYLVANIA

**HOUSE BILL**  
**No. 2120** Session of  
1981

INTRODUCED BY J. L. WRIGHT, DECEMBER 9, 1981

REFERRED TO COMMITTEE ON BUSINESS AND COMMERCE,  
DECEMBER 9, 1981

AN ACT

1 Amending Title 13 (Commercial Code) of the Pennsylvania  
2 Consolidated Statutes, further providing for express  
3 warranties as to consumer goods and providing penalties.

4 The General Assembly of the Commonwealth of Pennsylvania  
5 hereby enacts as follows:

6 Section 1. Section 2313 of Title 13, act of November 25,  
7 1970 (P.L.707, No.230), known as the Pennsylvania Consolidated  
8 Statutes, is amended by adding subsections to read:

9 § 2313. Express warranties by affirmation, promise,  
10 description or sample.

11 \* \* \*

12 (c) Maintenance and repair facilities.--Every manufacturer  
13 of consumer goods sold in this Commonwealth and for which the  
14 manufacturer has made an express warranty shall maintain in this  
15 Commonwealth sufficient service and repair facilities reasonably  
16 close to all areas where its consumer goods are sold to carry  
17 out the terms of such warranties or designate and authorize in

1 this Commonwealth as service and repair facilities independent  
2 repair or service facilities reasonably close to all areas where  
3 its consumer goods are sold to carry out the terms of such  
4 warranties. As a means of complying, a manufacturer shall be  
5 permitted to enter into warranty service contracts with  
6 independent service and repair facilities. The warranty service  
7 contracts may provide for a fixed schedule of rates to be  
8 charged for warranty service or warranty repair work. The rates  
9 established between the manufacturer and the independent service  
10 and repair facility shall not preclude a good-faith discount  
11 which is reasonably related to reduced credit and general  
12 overhead cost factors arising from the manufacturer's payment of  
13 warranty charges direct to the independent service and repair  
14 facility. The warranty service contracts authorized by this  
15 subsection shall not be executed to cover a period of time in  
16 excess of one year.

17 (d) Time limitation.--Where such service and repair  
18 facilities are maintained in this Commonwealth and service or  
19 repair of the goods is necessary because they do not conform  
20 with the applicable express warranties, service and repair shall  
21 be commenced within a reasonable time by the manufacturer or its  
22 representative in this Commonwealth. Unless the buyer agrees in  
23 writing to the contrary, the goods must be serviced or repaired  
24 so as to conform to the applicable warranties within 30 days.  
25 Delay caused by conditions beyond the control of the  
26 manufacturer or his representatives shall serve to extend this  
27 30-day requirement. Where such delay arises, conforming goods  
28 shall be tendered as soon as possible following termination of  
29 the condition giving rise to the delay.

30 (e) Duties of buyer.--It shall be the duty of the buyer to

1 deliver nonconforming goods to the manufacturer's service and  
2 repair facility within this Commonwealth unless, due to reasons  
3 of size and weight, or method of attachment, or method of  
4 installation, or nature of the nonconformity, such delivery  
5 cannot reasonably be accomplished. Should the buyer be unable to  
6 effect return of nonconforming goods for any of these reasons,  
7 he shall notify the manufacturer or its nearest service and  
8 repair facility within the Commonwealth. Written notice of  
9 nonconformity to the manufacturer or its service and repair  
10 facility shall constitute return of the goods for purposes of  
11 this section. Upon receipt of such notice of nonconformity the  
12 manufacturer shall, at its option, service or repair the goods  
13 at the buyer's residence, or pick up the goods for service and  
14 repair, or arrange for transporting the goods to its service and  
15 repair facility. All reasonable costs of transporting the goods  
16 when, pursuant to the above, a buyer is unable to effect return  
17 shall be at the manufacturer's expense. The reasonable costs of  
18 transporting nonconforming goods after delivery to the service  
19 and repair facility until return of the goods to the buyer shall  
20 be at the manufacturer's expense.

21 (f) Replacement or reimbursement.--Should the manufacturer  
22 or its representative in this Commonwealth be unable to service  
23 or repair the goods to conform to the applicable express  
24 warranties after a reasonable number of attempts, the  
25 manufacturer shall either replace the goods or reimburse the  
26 buyer in an amount equal to the purchase price paid by the  
27 buyer, less that amount directly attributable to use by the  
28 buyer prior to the discovery of the nonconformity.

29 (g) Vehicles.--It shall be presumed that a reasonable number  
30 of attempts have been undertaken to conform a new motor vehicle

1 to the applicable express warranties if:

2 (1) the same nonconformity has been subject to repair  
3 four or more times by the manufacturer or its agents; or

4 (2) the vehicle is out of service by reason of repair  
5 for a cumulative total of more than 20 days since the  
6 delivery of the vehicle to the buyer.

7 In computing the 20 days under this subsection, a day shall mean  
8 a calendar day or any portion thereof that the service shop is  
9 open for business. The 20 days shall commence on the day when,  
10 after the defect is first reported or known, a written estimate  
11 of the cost of repairing such defect is first prepared.

12 (h) Penalty.--A violation of this section arising from the  
13 retail sale of consumer goods and services shall constitute a  
14 violation of the act of December 17, 1968 (P.L.1224, No.387),  
15 known as the "Unfair Trade Practices and Consumer Protection  
16 Law."

17 Section 2. This act shall take effect in 60 days.