



General Assembly

January Session, 2001

**Committee Bill No. 5195**

LCO No. 3342

Referred to Committee on General Law

Introduced by:  
(GL)

**AN ACT ESTABLISHING A LEMON LAW FOR NEW COMPUTERS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

- 1 Section 1. (NEW) As used in sections 1 to 5, inclusive, of this act:
- 2 (1) "New computer" means a computer device that is recently  
3 assembled, unused and contains no reconditioned parts;
- 4 (2) "Computer device" means a central processing unit or terminal  
5 display screen, including all circuitry and connective devices, a printer,  
6 modem, scanner or other device used with a computer or any  
7 programming for a computer, whether preinstalled or purchased  
8 separately;
- 9 (3) "Date of sale or lease" means the date when a computer device is  
10 first delivered to a purchaser;
- 11 (4) "Manufacturer" means a person or for-profit entity engaged in  
12 the business of manufacturing or assembling computers or computer  
13 software or accessories;
- 14 (5) "Nonconformity" means a defect, condition or malfunction

15 which impairs the use of a computer device or causes it to operate in a  
16 manner not intended;

17 (6) "Notice" means the means by which a purchaser advises a  
18 manufacturer of a nonconformity, whether transmitted by any of the  
19 following: Certified mail; registered mail, return receipt requested;  
20 facsimile transmission; electronic mail or any means provided for in  
21 the manufacturer's warranty or service materials;

22 (7) "Purchaser" means a person who resides in this state or a  
23 business entity that has fewer than thirty personal computers acting  
24 either in concert with a network or as stand-alone machines and who  
25 obtains a computer device by lease, retail sale, Internet sale, gift or  
26 other transaction, whether delivered or currently located in this state.

27 Sec. 2. (NEW) A purchaser shall be provided at the time of sale or  
28 lease with a disclosure of the purchaser's rights established by this act,  
29 in fourteen-point bold-face type. The manufacturer shall secure from  
30 the purchaser a signed acknowledgment that the rights have been  
31 explained and are understood. Unless a signed acknowledgment of  
32 rights is secured, the time limits specified in section 4 of this act shall  
33 be tolled.

34 Sec. 3. (NEW) At the time of sale, the manufacturer of a computer  
35 device must conspicuously disclose the name of all software programs  
36 or combinations of programs, by version number, that may cause  
37 operating problems with the device. It shall be the burden of the  
38 manufacturer to prove in any claim brought under this act that such  
39 disclosure was made.

40 Sec. 4. (NEW) (a) A purchaser of a computer device shall be entitled  
41 to effective repairs by the manufacturer for any nonconformity that  
42 shall arise during the first twenty-four months of use, at no cost to the  
43 purchaser, except that if the manufacturer has issued a warranty or  
44 service contract, the coverage period shall be the greater of the term  
45 specified in the warranty or service contract or twenty-four months

46 from the date of purchase.

47 (b) Not later than five business days after receiving notice from a  
48 purchaser of a nonconformity the manufacturer shall repair any  
49 computer device and return it to the purchaser as follows:

50 (1) If onsite service is provided for in the warranty, repairs shall be  
51 made at the purchaser's location without charge.

52 (2) If onsite service is not specified in the warranty, the  
53 manufacturer shall arrange and pay for the cost of shipping from the  
54 purchaser's location.

55 (c) A purchaser who, at the manufacturer's direction, conducts  
56 diagnostic, troubleshooting or attempted repairs, including, but not  
57 limited to, partial disassembly, shall, for the purposes of this act, be  
58 considered the same as if the repairs were attempted by the  
59 manufacturer itself.

60 (d) All repairs shall be guaranteed by the manufacturer for a term of  
61 two years.

62 (e) If the repair is ineffective, the manufacturer shall, upon notice  
63 from the consumer, have a second opportunity to make an effective  
64 repair at the purchaser's location, provided the repair is completed not  
65 later than three business days after receiving such notice from the  
66 consumer. The purchaser shall not be required to ship the unit back to  
67 the manufacturer for the final repair opportunity regardless of the  
68 manufacturer's willingness to pay for the cost of shipping.

69 (f) (1) If the second repair is ineffective or if the manufacturer fails to  
70 timely respond to the purchaser as required under this section, the  
71 purchaser may elect:

72 (A) A refund of the full purchase price paid at the time of sale or the  
73 full value of the lease plus finance and collateral charges; or

74 (B) Delivery of a new computer device from the manufacturer, of  
75 equal or greater value than the original price paid at the time of  
76 acquisition, without charge or offset for use.

77 (2) If more than one nonconformity has been subject to repair, no  
78 second repair attempt shall be required before seeking the remedies  
79 provided in this act.

80 (g) A manufacturer may request return of the unrepaired computer  
81 device if the manufacturer has replaced the unit or refunded the  
82 purchase price.

83 (h) No computer device returned under this section may be resold  
84 in this state.

85 (i) Notwithstanding subsections (g) and (h) of this section, no  
86 manufacturer shall refuse to honor the terms of any warranty  
87 delivered to the purchaser at, prior to or after the delivery of the  
88 computer device.

89 Sec. 5. (NEW) A manufacturer shall retain records of all contacts,  
90 communications, notices or customer service dialogues between itself  
91 and a purchaser and shall maintain a list, by serial number, of all  
92 refunds or replacements made pursuant to section 4 of this act. Copies  
93 of such list shall be made available to the purchaser upon demand,  
94 regardless of whether the manufacturer uses the services of a third  
95 party to manage purchaser claims.

96 Sec. 6. (NEW) A violation of any of the provisions of sections 2 to 5,  
97 inclusive, of this act shall be deemed a deceptive and unfair trade  
98 practice under subsection (a) of section 42-110b of the general statutes.

**Statement of Purpose:**

To expand the state Lemon Law to include computers in order to protect consumers from faulty new computers.

*[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]*

Co-Sponsors: REP. BOUKUS, 22nd Dist.; REP. WIDLITZ, 98th Dist.