



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, but not limited to, all circuitry and
6 connective devices, printer, modem, scanner or any programming that
7 is preinstalled;
- 8 (3) "Time of sale or lease" means the date when a computer device is
9 first delivered to a purchaser;
- 10 (4) "Manufacturer" means a person or entity engaged in the business
11 of manufacturing or assembling new computers;
- 12 (5) "Nonconformity" means a defect, condition or malfunction that
13 impairs the use of a computer device or causes it to operate in a
14 manner not intended;
- 15 (6) "Notice" means the method by which a purchaser advises a
16 manufacturer of a nonconformity, whether transmitted by any of the
17 following: Certified mail; registered mail, return receipt requested;

18 facsimile transmission; electronic mail or any means provided for in
19 the manufacturer's warranty or service materials;

20 (7) "Purchaser" means a person who resides in this state or an entity
21 that has fewer than thirty personal computers and who obtains a new
22 computer by lease, retail sale, Internet sale, gift or other transaction.

23 Sec. 2. (NEW) A manufacturer shall provide a purchaser at the time
24 of sale or lease a disclosure of the purchaser's rights established by this
25 act, in fourteen point bold-face type. The manufacturer shall secure
26 from the purchaser a signed acknowledgment that such rights have
27 been explained and are understood.

28 Sec. 3. (NEW) At the time of sale or lease, a manufacturer shall
29 conspicuously disclose the name of all software programs or
30 combinations of programs, by version number, that may cause
31 operating problems with the device, and shall disclose that such
32 problems may occur. It shall be the burden of the manufacturer to
33 prove in any claim brought under this act that such disclosure was
34 made.

35 Sec. 4. (NEW) (a) A purchaser shall be entitled to repairs by the
36 manufacturer for any nonconformity that arises during the first
37 twenty-four months from the time of sale or lease, at no cost to the
38 purchaser.

39 (b) Not later than five business days after receiving notice of a
40 nonconformity the manufacturer shall repair the computer device as
41 follows:

42 (1) If onsite service is specified in a warranty, repairs shall be made
43 by the manufacturer at the purchaser's location without charge.

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

47 (c) If, at the manufacturer's direction, a purchaser conducts

48 diagnostic, troubleshooting or attempted repairs, including, but not
49 limited to, partial disassembly, such repairs shall, for the purposes of
50 this act, be considered the same as if the repairs were attempted by the
51 manufacturer pursuant to subsection (b) of this section.

52 (d) The manufacturer shall guarantee all repairs made pursuant to
53 this section for twenty-four months.

54 (e) If a repair made pursuant to subsection (b) of this section does
55 not eliminate the nonconformity, the manufacturer, upon notice from
56 the consumer, shall attempt repair at the purchaser's location to be
57 completed not later than three business days after receiving such
58 notice from the consumer.

59 (f) If a repair made pursuant to subsection (e) of this section does
60 not eliminate the nonconformity, is ineffective or if the manufacturer
61 fails to timely respond to the purchaser as required under subsection
62 (e) of this section, or another nonconformity arises the purchaser may
63 elect:

64 (1) A refund of the full purchase price paid at the time of sale or
65 lease or the full value of the lease plus finance and collateral charges;
66 or

67 (2) Delivery of a new computer from the manufacturer, of equal or
68 greater value than the purchase price paid at the time of sale or lease.

69 (g) A manufacturer may request return of a computer device if the
70 manufacturer has replaced the device or refunded the purchase price
71 pursuant to subsection (f) of this section.

72 (h) No computer device returned pursuant to subsection (f) of this
73 section may be resold in this state.

74 (i) Notwithstanding subsections (g) and (h) of this section, no
75 manufacturer shall refuse to honor the terms of any warranty
76 delivered to the purchaser at, prior to or after the time of sale or lease
77 of a new computer.

78 Sec. 5. (NEW) A manufacturer shall retain records of all contacts,
79 communications, notices or records of customer service dialogues with
80 any purchaser and shall maintain a list, including the serial number of
81 computer devices that a purchaser receives a refund for or replacement
82 of pursuant to subsection (f) of section 4 of this act. Copies of such list
83 shall be made available to the purchaser upon demand.

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

GL *JOINT FAVORABLE SUBST.*