

Is Your Car A Lemon?

New Jersey's Lemon Law Statute, NJSA § 56:12-29 et seq., provides an efficient and effective remedy to consumers that have purchased or leased a defective motor vehicle. In this article we will examine some of the key features contained in this important piece of consumer protection legislation.

The legislature intended "this act to provide procedures to expeditiously resolve disputes between a consumer and a manufacturer, co-manufacturer, or post-manufacturing modifier when defects in a new motor vehicle are not corrected within a reasonable time, and to provide to award specific remedies where the uncorrected defect substantially impairs the use, value, or safety of the new motor vehicle." NJSA § 56:12-29.

Notice at Purchase or Lease of Consumer's Rights

At the time of purchase or lease, the manufacturer, through its dealer or distributor, must provide directly to the consumer a written statement in a conspicuous and understandable manner on a separate piece of paper and printed in both the English and Spanish languages, which provides information concerning a consumer's rights and remedies under New Jersey's Lemon Law Statute. NJSA § 56:12-34.

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out of order

"A bargain is something you can't use at a price you can't resist."

- Franklin P. Jones

"Everything is worth what its purchaser will pay for it."

- Publilius Syrus



the Advocate

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CONSTRUCTION LAW SEMINAR

WED., MAY 18th, 2011 at 6 PM

IN RARITAN, NJ

Leonard de Palma will conduct a seminar on construction law and contracts sponsored by the Central Jersey Chapter of the National Association of the Remodeling Industry (NARI).

The seminar (titled "Improving Construction Contracts") will cover a range of topics including Consumer Fraud Act regulations, and choice of forum for dispute resolution.

The seminar will be presented at the May dinner meeting of Central Jersey NARI on Wed, May 18, 2011 at Nonna's Restaurant, Raritan, NJ (dinner starts at 6 pm seminar begins about 7 pm)

If you are interested in attending please make reservations by contacting
Renee Rewiski, Executive Director
of Central Jersey NARI
Tel. 973-323-2128 rrewiski@cjnari.org

NJ Lemon Law

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The law defines “nonconformity” to mean “a defect or condition which substantially impairs the use, value or safety of a motor vehicle.” NJSA § 56:12-30.

Written Notice by Consumer to Dealer of Claim under Lemon Law

To obtain the statutory remedy, the consumer must give the required written notice under the act that the defect continues to exist after: (a) the motor vehicle has had substantially the same nonconformity subject to repair two or more times, or (b) has been out of service by reason of repair for a cumulative total of 20 or more calendar days, or (c) in the case of a motorhome, 45 or more calendar days, or (d) with respect to a nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven, the nonconformity has been subject to examination or repair at least once by the manufacturer, co-manufacturer, or post-manufacturing modifier, or its dealer or distributor, and the nonconformity continues to exist. NJSA § 56:12-33.

Following the required statutory notice, the dealer or distributor must be permitted one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. NJSA § 56:12-33.

Notice within First 24,000 miles or First 2 Years Following Delivery

If the required statutory notice to the dealer or distributor is given within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to the consumer, whichever is the earlier date, and the dealer or distributor fails to repair the defect (“nonconformity”) then a legal presumption is created that “the manufacturer, co-manufacturer, or

post-manufacturing modifier, or its dealer or distributor, is unable to repair or correct a nonconformity within a reasonable time...” NJSA § 56:12-33.

As a result, the dealer or distributor must accept the consumer’s return of the motor vehicle so long as, during the period specified in NJSA § 56:12-31, that part of the motor vehicle containing the nonconformity cannot be repaired or corrected. NJSA § 56:12-32. Upon such return, the consumer is entitled to a full refund of the purchase price. The calculation of that refund shall include any stated credit or allowance for the consumer’s used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer’s motor vehicle and limited to the period during which the consumer’s motor vehicle was out of service due to the nonconformity, less a reasonable allowance for vehicle use. NJSA § 56:12-32(a)(1).

The manufacturer may make the consumer an offer to replace the vehicle in lieu of a refund. However, the consumer may reject that offer of replacement and demand the refund. NJSA § 56:12-32(a)(3).



Lemon Law Applies to Both Leases and Purchases

A consumer who leases a new motor vehicle has the same remedies as a consumer who purchases a new motor vehicle. NJSA § 56:12-32(b). New Jersey’s Lemon Law provides important protection to consumers that have purchased or leased a defective motor vehicle that is not repaired within the time required by law.