
SENATE BILL 6441

State of Washington

63rd Legislature

2014 Regular Session

By Senators Kohl-Welles, Darneille, Chase, Keiser, Hobbs, Hatfield, Kline, Rolfes, and Conway

Read first time 01/24/14. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to consumer warranty protections; and adding new
2 sections to chapter 62A.2 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 62A.2 RCW
5 to read as follows:

6 (1)(a) Every manufacturer, distributor, or retailer making express
7 warranties with respect to consumer goods shall fully set forth those
8 warranties in simple and readily understood language, which must
9 clearly identify the party making the express warranties, and which
10 must conform to the federal standards for disclosure of warranty terms
11 and conditions set forth in the federal Magnuson-Moss warranty-federal
12 trade commission improvement act (15 U.S.C. Sec. 2301 et seq.), and in
13 the regulations of the federal trade commission adopted pursuant to the
14 provisions of that act. If the manufacturer, distributor, or retailer
15 provides a warranty or product registration card or form, or an
16 electronic online warranty or product registration form, to be
17 completed and returned by the consumer, the card or form must contain
18 statements, each displayed in a clear and conspicuous manner, that do
19 all of the following:

1 (i) Inform the consumer that the card or form is for product
2 registration;

3 (ii) Inform the consumer that failure to complete and return the
4 card or form does not diminish his or her warranty rights.

5 (b) Every work order or repair invoice for warranty repairs or
6 service must clearly and conspicuously incorporate in ten-point
7 boldface type the following statement either on the face of the work
8 order or repair invoice, or on the reverse side, or on an attachment to
9 the work order or repair invoice: "A buyer of this product in
10 Washington has the right to have this product serviced or repaired
11 during the warranty period. The warranty period will be extended for
12 the number of whole days that the product has been out of the buyer's
13 hands for warranty repairs. If a defect exists within the warranty
14 period, the warranty will not expire until the defect has been fixed.
15 The warranty period will also be extended if the warranty repairs have
16 not been performed due to delays caused by circumstances beyond the
17 control of the buyer, or if the warranty repairs did not remedy the
18 defect and the buyer notifies the manufacturer or seller of the failure
19 of the repairs within sixty days after they were completed. If, after
20 a reasonable number of attempts, the defect has not been fixed, the
21 buyer may return this product for a replacement or a refund subject, in
22 either case, to deduction of a reasonable charge for usage. This time
23 extension does not affect the protections or remedies the buyer has
24 under other laws."

25 If the required notice is placed on the reverse side of the work
26 order or repair invoice, the face of the work order or repair invoice
27 must include the following notice in ten-point boldface type: "Notice
28 to Consumer: Please read important information on back."

29 A copy of the work order or repair invoice and any attachment must
30 be presented to the buyer at the time that warranty service or repairs
31 are made.

32 (2) A warranty or product registration card or form, or an
33 electronic online warranty or product registration form, may not be
34 labeled as a warranty registration or a warranty confirmation.

35 (3) This section does not apply to any warranty or product
36 registration card or form that was printed prior to the effective date
37 of this section, and was shipped or included with a product that was

1 placed in the stream of commerce prior to the effective date of this
2 section.

3 (4) Every manufacturer, distributor, or retailer making express
4 warranties and who elects to maintain service and repair facilities
5 within this state pursuant to this chapter shall perform one or more of
6 the following:

7 (a) At the time of sale, provide the buyer with the name and
8 address of each service and repair facility within this state;

9 (b) At the time of the sale, provide the buyer with the name and
10 address and telephone number of a service and repair facility central
11 directory within this state, or the toll-free telephone number of a
12 service and repair facility central directory outside this state. It
13 is the duty of the central directory to provide, upon inquiry, the name
14 and address of the authorized service and repair facility nearest the
15 buyer;

16 (c) Maintain at the premises of retail sellers of the warrantor's
17 consumer goods a current listing of the warrantor's authorized service
18 and repair facilities, or retail sellers to whom the consumer goods are
19 to be returned for service and repair, whichever is applicable, within
20 this state. It is the duty of every retail seller provided with that
21 listing to provide, on inquiry, the name, address, and telephone number
22 of the nearest authorized service and repair facility, or the retail
23 seller to whom the consumer goods are to be returned for service and
24 repair, whichever is applicable.

25 NEW SECTION. **Sec. 2.** A new section is added to chapter 62A.2 RCW
26 to read as follows:

27 (1) Every manufacturer of consumer goods sold in this state and for
28 which the manufacturer has made an express warranty shall:

29 (a)(i) Maintain in this state sufficient service and repair
30 facilities reasonably close to all areas where its consumer goods are
31 sold to carry out the terms of those warranties or designate and
32 authorize in this state as service and repair facilities independent
33 repair or service facilities reasonably close to all areas where its
34 consumer goods are sold to carry out the terms of the warranties.

35 (ii) As a means of complying with this subsection (1)(a)(ii), a
36 manufacturer may enter into warranty service contracts with independent
37 service and repair facilities. The warranty service contracts may

1 provide for a fixed schedule of rates to be charged for warranty
2 service or warranty repair work. However, the rates fixed by those
3 contracts must be in conformity with the requirements of section 4(3)
4 of this act. The rates established pursuant to section 4(3) of this
5 act, between the manufacturer and the independent service and repair
6 facility, do not preclude a good faith discount that is reasonably
7 related to reduced credit and general overhead cost factors arising
8 from the manufacturer's payment of warranty charges direct to the
9 independent service and repair facility. The warranty service
10 contracts authorized by this subsection may not be executed to cover a
11 period of time in excess of one year, and may be renewed only by a
12 separate, new contract or letter of agreement between the manufacturer
13 and the independent service and repair facility;

14 (b) Make available to authorized service and repair facilities
15 sufficient service literature and replacement parts to effect repairs
16 during the express warranty period.

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

28 (3) The buyer shall deliver nonconforming goods to the
29 manufacturer's service and repair facility within this state unless,
30 due to reasons of size and weight, or method of attachment, or method
31 of installation, or nature of the nonconformity, delivery cannot
32 reasonably be accomplished. If the buyer cannot return the
33 nonconforming goods for any of these reasons, he or she must notify the
34 manufacturer or its nearest service and repair facility within the
35 state. Written notice of nonconformity to the manufacturer or its
36 service and repair facility constitutes return of the goods for
37 purposes of this section. Upon receipt of that notice of
38 nonconformity, the manufacturer shall, at its option, service or repair

1 the goods at the buyer's residence, or pick up the goods for service
2 and repair, or arrange for transporting the goods to its service and
3 repair facility. All reasonable costs of transporting the goods when
4 a buyer cannot return them for any of the reasons in this subsection
5 are at the manufacturer's expense. The reasonable costs of
6 transporting nonconforming goods after delivery to the service and
7 repair facility until return of the goods to the buyer are at the
8 manufacturer's expense.

9 (4) If the manufacturer or its representative in this state does
10 not service or repair the goods to conform to the applicable express
11 warranties after a reasonable number of attempts, the manufacturer
12 shall either replace the goods or reimburse the buyer in an amount
13 equal to the purchase price paid by the buyer, less that amount
14 directly attributable to use by the buyer prior to the discovery of the
15 nonconformity.

16 (5)(a) If the goods cannot practicably be serviced or repaired by
17 the manufacturer or its representative to conform to the applicable
18 express warranties because of the method of installation or because the
19 goods have become so affixed to real property as to become a part
20 thereof, the manufacturer shall either replace and install the goods or
21 reimburse the buyer in an amount equal to the purchase price paid by
22 the buyer, including installation costs, less that amount directly
23 attributable to use by the buyer prior to the discovery of the
24 nonconformity.

25 (b) With respect to claims arising out of deficiencies in the
26 construction of a new residential dwelling, (a) of this subsection does
27 not apply to either of the following:

- 28 (i) A product that is not a manufactured product;
- 29 (ii) A claim against a person or entity that is not the
30 manufacturer that originally made the express warranty for that
31 manufactured product.

32 NEW SECTION. **Sec. 3.** A new section is added to chapter 62A.2 RCW
33 to read as follows:

34 (1) Every manufacturer making an express warranty with respect to
35 an electronic or appliance product with a wholesale price to the
36 retailer of not less than fifty dollars and not more than ninety-nine
37 dollars and ninety-nine cents shall make available to service and

1 repair facilities sufficient service literature and functional parts to
2 effect the repair of a product for at least three years after the date
3 a product model or type was manufactured, regardless of whether the
4 three-year period exceeds the warranty period for the product.

5 (2) Every manufacturer making an express warranty with respect to
6 an electronic or appliance product with a wholesale price to the
7 retailer of one hundred dollars or more shall make available to service
8 and repair facilities sufficient service literature and functional
9 parts to effect the repair of a product for at least seven years after
10 the date a product model or type was manufactured, regardless of
11 whether the seven-year period exceeds the warranty period for the
12 product.

13 NEW SECTION. **Sec. 4.** A new section is added to chapter 62A.2 RCW
14 to read as follows:

15 (1) If the manufacturer of consumer goods sold in this state for
16 which the manufacturer has made an express warranty does not provide
17 service and repair facilities within this state pursuant to section
18 2(1) of this act, or does not make available to authorized service and
19 repair facilities service literature and replacement parts sufficient
20 to effect repair during the express warranty period, the buyer of such
21 manufacturer's nonconforming goods may take the following courses of
22 action:

23 (a) Return the nonconforming consumer goods to the retail seller
24 thereof. The retail seller shall do one of the following:

25 (i) Service or repair the nonconforming goods to conform to the
26 applicable warranty;

27 (ii) Direct the buyer to a reasonably close independent repair or
28 service facility willing to accept service or repair under this
29 section;

30 (iii) Replace the nonconforming goods with goods that are identical
31 or reasonably equivalent to the warranted goods; or

32 (iv) Refund to the buyer the original purchase price less that
33 amount directly attributable to use by the buyer prior to the discovery
34 of the nonconformity;

35 (b) Return the nonconforming consumer goods to any retail seller of
36 like goods of the same manufacturer within this state who may do one of
37 the following:

1 (i) Service or repair the nonconforming goods to conform to the
2 applicable warranty;

3 (ii) Direct the buyer to a reasonably close independent repair or
4 service facility willing to accept service or repair under this
5 section;

6 (iii) Replace the nonconforming goods with goods that are identical
7 or reasonably equivalent to the warranted goods; or

8 (iv) Refund to the buyer the original purchase price less that
9 amount directly attributable to use by the buyer prior to the discovery
10 of the nonconformity; or

11 (c)(i) Secure the services of an independent repair or service
12 facility for the service or repair of the nonconforming consumer goods,
13 when service or repair of the goods can be economically accomplished.
14 In that event, the manufacturer is liable to the buyer, or to the
15 independent repair or service facility upon an assignment of the
16 buyer's rights, for the actual and reasonable cost of service and
17 repair, including any cost for parts and any reasonable cost of
18 transporting the goods or parts, plus a reasonable profit. It is a
19 rebuttable presumption affecting the burden of producing evidence that
20 the reasonable cost of service or repair is an amount equal to that
21 which is charged by the independent service dealer for like services or
22 repairs rendered to service or repair customers who are not entitled to
23 warranty protection. Any waiver of the liability of a manufacturer is
24 void and unenforceable.

25 (ii) The course of action prescribed in this subsection is
26 available to the buyer only after the buyer has followed the course of
27 action prescribed in either (a) or (b) of this subsection and such
28 course of action has not furnished the buyer with appropriate relief.
29 The provisions of this subsection are not available to the buyer with
30 regard to consumer goods with a wholesale price to the retailer of less
31 than fifty dollars. The buyer is not responsible or liable for service
32 or repair costs charged by the independent repair or service facility
33 which accepts service or repair of nonconforming consumer goods under
34 this subsection. Such independent repair or service facility is only
35 authorized to hold the manufacturer liable for such costs.

36 (2) A retail seller to which any nonconforming consumer good is
37 returned pursuant to subsection (1)(a) or (b) of this section has the
38 option of providing service or repair itself or directing the buyer to

1 a reasonably close independent repair or service facility willing to
2 accept service or repair under this section. In the event the retail
3 seller directs the buyer to an independent repair or service facility,
4 the manufacturer is liable for the reasonable cost of repair services
5 in the manner provided in subsection (1)(c) of this section.

6 (3) In the event a buyer is unable to return nonconforming goods to
7 the retailer due to reasons of size and weight, or method of
8 attachment, or method of installation, or nature of the nonconformity,
9 the buyer shall give notice of the nonconformity to the retailer. Upon
10 receipt of such notice of nonconformity the retailer shall, at its
11 option, service or repair the goods at the buyer's residence, or pick
12 up the goods for service or repair, or arrange for transporting the
13 goods to its place of business. The reasonable costs of transporting
14 the goods must be at the retailer's expense. The retailer is entitled
15 to recover all reasonable costs of transportation from the
16 manufacturer. The reasonable costs of transporting nonconforming goods
17 after delivery to the retailer until return of the goods to the buyer,
18 when incurred by a retailer, is recoverable from the manufacturer.
19 Written notice of nonconformity to the retailer constitutes return of
20 the goods for the purposes of subsection (1)(a) or (b) of this section.

21 (4) The manufacturer of consumer goods with a wholesale price to
22 the retailer of fifty dollars or more for which the manufacturer has
23 made express warranties shall provide written notice to the buyer of
24 the courses of action available to him under subsection (1) (a), (b),
25 or (c) of this section.

26 NEW SECTION. **Sec. 5.** A new section is added to chapter 62A.2 RCW
27 to read as follows:

28 Where an option is exercised in favor of service and repair under
29 section 4 of this act, such service and repair must be commenced within
30 a reasonable time and, unless the buyer agrees in writing to the
31 contrary, goods conforming to the applicable express warranties must be
32 tendered within thirty days. Delay caused by conditions beyond the
33 control of the retail seller or his or her representative extend this
34 thirty-day requirement. Where such a delay arises, conforming goods
35 must be tendered as soon as possible following termination of the

1 condition giving rise to the delay.

--- END ---