

322C.18 Warranty obligations.

1. A warrantor shall do all of the following:
 - a. Specify in writing to each dealer what obligations the dealer has, if any, for the preparation and delivery of, and warranty services on, the warrantor's products.
 - b. Compensate the dealer for warranty services the warrantor requires the dealer to perform.
 - c. Provide the dealer with a schedule of compensation and time allowances for the performance of warranty services. The schedule of compensation shall include reasonable compensation for warranty services performed by the dealer, including diagnostic services.
2.
 - a. Time allowances for the performance of warranty services, including diagnostic services, shall be reasonable for the service to be performed.
 - b. In determining what constitutes reasonable compensation under [this section](#), the principle factors to be given consideration shall be the actual wage rates being paid by the dealer and the actual retail wage rates being charged by other dealers in the community in which the dealer is doing business. The compensation of a dealer for warranty services shall not be less than the lowest actual retail wage rates charged by the dealer for similar nonwarranty services, as long as the actual retail wage rates are reasonable.
3. A warrantor shall reimburse a dealer for any warranty part, accessory, or complete component at actual wholesale cost to the dealer plus a minimum of a thirty percent handling charge, not to exceed one hundred fifty dollars, and plus the cost, if any, to the dealer to return such part, component, or accessory to the warrantor.
4. A warrantor may conduct a warranty audit of a dealer's records within twelve months after the payment of a warranty claim. A warrantor shall not deny a dealer's claim for warranty compensation except for good cause, including performance of nonwarranty repairs, material noncompliance with the warrantor's published policies and procedures, lack of material documentation, fraud, or misrepresentation.
5. A dealer shall submit claims for compensation for the performance of warranty services to the warrantor within forty-five days after completion of the warranty services.
6. A dealer shall immediately notify a warrantor in writing if the dealer is unable to perform warranty services, including diagnostic services, within ten days of receipt of a written complaint from a consumer.
7. A warrantor shall deny a claim submitted by a dealer for compensation for the performance of warranty services, in writing, within thirty days after submission of the claim in the manner and form prescribed by the warrantor. A claim not specifically denied as required by [this subsection](#) shall be deemed approved and shall be paid within sixty days of submission of the claim.
8. A warrantor shall not do any of the following:
 - a. Fail to perform any of the warrantor's obligations with respect to its warranted products.
 - b. Fail to include, in written notices of a factory campaign to towable recreational vehicle owners and dealers, the expected date by which necessary parts and equipment, including tires and chassis or chassis parts, will be available to dealers to perform the factory campaign work. The warrantor may ship parts to a dealer for purposes of factory campaign work, and, if such parts are in excess of the dealer's requirements, the dealer may return unused, undamaged parts to the warrantor for credit after completion of the factory campaign.
 - c. Fail to compensate the warrantor's dealers for authorized repairs performed by the dealer on merchandise damaged in manufacture or in transit to the dealer by a carrier designated by the warrantor, factory branch, distributor, or distributor branch.
 - d. Fail to compensate the warrantor's dealers in accordance with the schedule of compensation provided to the dealer pursuant to [this section](#), if the warranty services for which compensation is claimed are performed by the dealer in a timely and competent manner as required in this section.
 - e. Intentionally misrepresent in any way to consumers that warranties with respect to the manufacture, performance, or design of towable recreational vehicles are made by the dealer as warrantor or co-warrantor.

f. Require the warrantor's dealers to make warranties to a consumer that are in any manner related to the manufacture of a towable recreational vehicle.

9. A dealer shall not do any of the following:

a. Fail to perform predelivery inspection functions, as specified by the warrantor, in a competent and timely manner.

b. Fail to perform warranty services, as authorized by the warrantor, in a competent and timely manner on any transient consumer's towable recreational vehicle of a line-make sold or serviced by the dealer.

c. Fail to accurately document the time spent completing each repair, the total number of repair attempts conducted on a single towable recreational vehicle, and the number of repair attempts for the same repair conducted on a single towable recreational vehicle.

d. Fail to notify the warrantor within ten days of a second repair attempt on a towable recreational vehicle which impairs the use, value, or safety of the vehicle.

e. Fail to maintain written records, including a consumer's written or electronic verification or signature, regarding the amount of time a towable recreational vehicle is stored for the consumer's convenience during a repair.

f. Make fraudulent warranty claims or misrepresent the terms of any warranty.

[2019 Acts, ch 67, §15, 20](#)

Section applies to manufacturer-dealer agreements pertaining to the sale of new towable recreational vehicles entered into or renewed on or after January 1, 2020; 2019 Acts, ch 67, §20

NEW section