

[First Reprint]

ASSEMBLY, No. 1002

STATE OF NEW JERSEY
213th LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2008 SESSION

Sponsored by:

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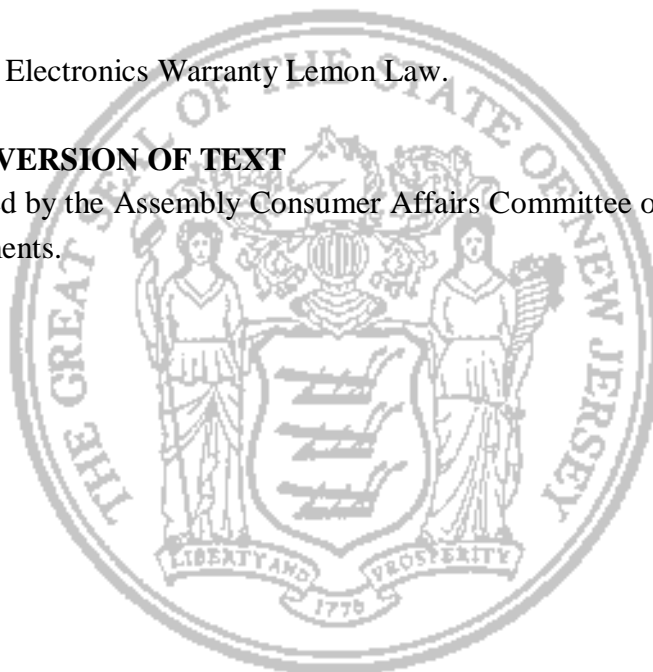
**Assemblywoman Greenstein, Assemblymen Fisher, Burzichelli, Albano,
Conaway, Conners, Scalera, Schaer, Assemblywomen Voss and Lampitt**

SYNOPSIS

Consumer Electronics Warranty Lemon Law.

CURRENT VERSION OF TEXT

As reported by the Assembly Consumer Affairs Committee on May 5, 2008,
with amendments.



(Sponsorship Updated As Of: 9/23/2008)

1 AN ACT concerning electronics warranties and supplementing
2 P.L.1960, c.39 (C.56:8-1 et seq.).

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6

7 1. This act shall be known and may be cited as the “Consumer
8 Electronics Warranty Lemon Law.”

9

10 2. For the purposes of this act, “electronics” means a product
11 containing technology having electrical, digital, magnetic, wireless,
12 optical, electromagnetic or similar capabilities. “Electronics” shall
13 not be construed to include a motor vehicle, as defined in R.S.39:1-
14 1, or tangible property that has a purchase price less than \$250.¹

15

16 3. No person shall offer a warranty, extended warranty, or
17 service contract for electronics unless it meets the following
18 conditions:

19 a. If any covered electronics cannot be repaired to full working
20 order within three attempts, the electronics shall be replaced by an
21 item:

22 (1) of equal value and condition to the original as it was
23 purchased, if the problem was first brought to the warrantor’s
24 attention during the first third of the entire time period covered by
25 that warranty; or

26 (2) in good working condition, capable of all the functions of
27 the original, if the problem was first brought to the warrantor’s
28 attention after the first third of the entire time period covered by
29 that warranty had passed.

30 If the replacement item is also defective, the warranty holder
31 shall be entitled to a full refund of the total purchase price of the
32 original covered electronics;

33 b. Any warranty, extended warranty, or service contract for
34 electronics that advertises in-home service shall provide all repairs
35 to the electronics at the warranty holder’s place of residence or
36 work. Any service providers for such in-home service shall be
37 deployed to the warranty holder’s residence or work within a
38 maximum of 72 hours of receipt of the service request, unless the
39 warranty holder will not be available during that timeframe;

40 c. Any warranty, extended warranty, or service contract for
41 electronics that requires the covered electronics to be dropped off or
42 mailed away for repairs shall institute a policy requiring both the
43 warranty holder and a retail representative to certify, in writing, the
44 condition of the item prior to being left or mailed. A copy of this

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly ACO committee amendments adopted May 5, 2008.

- 1 completed document shall be provided to the warranty holder at the
2 time the electronics is left or mailed; and
- 3 d. A warranty holder shall not be required to pay any fees or
4 charges, for otherwise covered repairs, nor shall an extended
5 warranty, or service contract for electronics become void due to:
- 6 (1) Scratches, dents, chips, or any other slight cosmetic defects
7 that occur to electronics with regular use; or
- 8 (2) The cost of repairs exceeding the original purchase price of
9 the product.
- 10
- 11 4. No person shall offer an extended warranty or service
12 contract for electronics unless it:
- 13 a. Runs consecutively with any manufacturer's warranty for
14 that product; and
- 15 b. In no way voids, diminishes, or waves any coverage for that
16 product provided under any manufacturer's warranty.
- 17
- 18 5. A violation of any of the provisions of this act shall be an
19 unlawful practice and a violation of P.L.1960, c.39 (C.56:8-1 et
20 seq.).
- 21
- 22 6. This act shall take effect on the first day of the thirteenth
23 month after enactment, and shall apply only to warranties, extended
24 warranties, or service contracts for electronics entered into on or
25 after that date.