

ARKANSAS SENATE
92nd General Assembly - Regular Session, 2019
Amendment Form

Subtitle of Senate Bill No. 450

TO ESTABLISH THE ARKANSAS NEW FARM MACHINERY QUALITY ASSURANCE ACT.

Amendment No. 3 to Senate Bill 450

Amend Senate Bill No. 450 as engrossed, S3/4/19 (version: 03/04/2019 09:06:08 AM)

Delete Senator Maloch as a cosponsor of the bill

AND

Page 1, delete lines 33 through 36

AND

Page 2, delete lines 1 through 3, and substitute the following:

"(2) "Collateral charges" means any reasonable additional charge to a consumer not directly attributable to the aggregate purchase price of the farm machinery;"

AND

Page 2, line 4, delete "(4)" and substitute "(3)"

AND

Page 2, delete line 6, and substitute the following:

"(4) "Consumer" means a purchaser or lessee of new farm machinery,"

AND

Page 2, line 9, delete "period." and substitute "period;"

AND

Page 2, line 10, delete "(6)(A)" and substitute "(5)(A)"



AND

Page 2, delete line 11, and substitute the following:
"machinery typically used for agricultural purposes that is purchased or leased for the

AND

Page 2, line 15, delete "or equipment" and substitute "equipment"

AND

Page 2, delete lines 16 and 17, and substitute the following:
"under twenty-five horsepower (25 h.p.), lawn tractors, or lawn mowers;
(6) "Farm machinery quality assurance period" means a period of time that:

(A) Begins:

(i) On the date of original delivery of farm machinery; or

(ii) In the case of a replacement piece of farm machinery provided by a manufacturer to a consumer under this subchapter, on the date of delivery of the replacement vehicle to the consumer; and

(B) Ends twelve (12) months after the date of the original delivery of the farm machinery to a consumer, or the first six hundred (600) hours of operation attributable to the consumer, whichever is earlier;"

AND

Page 3, delete line 1, and substitute the following:
"of the farm machinery;
(9)(A) "Seller" means a retail seller of the farm machinery as evidenced by the purchase order or lease agreement, that may be a dealer, distributor, manufacturer, or manufacturer's agent; and"

AND

Page 3, line 2, delete "(9)(A)" and substitute "(10)(A)"

AND

Page 3, line 12, delete "Notice" and substitute "Disclosure by seller"

AND

Page 3, delete lines 14 through 17, and substitute the following:
"seller, the seller shall at the time of purchase or lease transaction:"
(A) Provide to the consumer a written statement that adequately discloses and explains the rights and"

AND

Page 3, line 23, delete "five (5) years" and substitute "the period equal to the term of coverage of the manufacturer's warranty"

AND

Page 3, line 24, delete "manufacturer, an" and substitute "seller"

AND

Page 3, line 25, delete "agent of a manufacturer, a distributor, or an authorized dealer"

AND

Page 3, line 29, delete "prepare a" and substitute "prepare and make available, in either print or by electronic form, a"

AND

Page 3, line 33, delete "manufacturer, an" and substitute "seller"

AND

Page 3, line 34, delete "agent of a manufacturer, a distributor, or an authorized dealer"

AND

Page 4, delete lines 1 and 2, and substitute the following:

"(c) For each failure of the seller to provide to a consumer the written statement required under this section or failure to retain a signed acknowledgement form, the seller shall be liable to the state for a civil penalty of not"

AND

Page 4, line 4, delete "per violation"

AND

Page 4, delete lines 5 through 7, and substitute the following:

"(d)(1) A seller shall clearly and conspicuously disclose to the consumer that written notice of a"

AND

Page 4, delete line 10, and substitute the following:

"(2) At the time of acquisition of farm machinery, a seller"

AND

Page 4, line 11, delete "or an authorized dealer"

AND

Page 4, delete lines 19 and 20, and substitute the following:
"the farm machinery quality assurance period, whichever period expires earlier, the"

AND

Page 4, delete lines 24 and 25, and substitute the following:
"expiration of the term of the express warranty or farm machinery quality assurance period."

AND

Page 6, line 30, delete "Limitation" and substitute "Limitations"

AND

Page 6, line 31, delete "An action" and substitute "(a) A legal action"

AND

Page 6, delete line 34, and substitute the following:
"dealer.

(b)(1) Before filing a legal action in court concerning the enforcement of the rights and remedies available to the consumer under this subchapter, the consumer and the manufacturer, distributor, or authorized dealer shall, in good faith, attempt to resolve all issues and claims in dispute through the use of an impartial, third-party mediator certified by the Arkansas Alternative Dispute Resolution Commission, if the seller has provided the required disclosures under § 4-96-303.

(2) The consumer and the manufacturer shall equally bear all costs and expenses of mediation, unless agreed otherwise.

(3) However, if the seller has not provided the required disclosure under § 4-96-303, the consumer is not required to utilize mediation before commencement of any legal action to enforce the consumer's rights under this subchapter."

The Amendment was read the first time, rules suspended and read the second time and _____

By: Senator B. Johnson

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Secretary