

13-14-205 Liability for damages to motor vehicles in transit -- Disclosure required.

- (1)
 - (a) A franchisee is solely liable for damage to a new motor vehicle after delivery by and acceptance from the carrier.
 - (b) A delivery receipt or bill of lading, or similar document, signed by a franchisee is evidence of a franchisee's acceptance of a new motor vehicle.
- (2) A franchisor is liable for all damage to a motor vehicle before delivery to and acceptance by the franchisee, including that time in which the vehicle is in the control of a carrier or transporter.
- (3)
 - (a) A franchisor shall disclose to the franchisee any repairs made prior to delivery, except a recreational vehicle franchisor shall disclose to a recreational vehicle franchisee any repair made to the vehicle prior to delivery only if:
 - (i) the cost of the repair exceeds 3% of the manufacturer's wholesale price, as measured by retail repair costs; or
 - (ii) the repair is to the exterior sidewalls or roof of the vehicle, and repairs total over \$500.
 - (b) Replacement of a recreational vehicle's glass, tires, wheels, audio equipment, in-dash components, instrument panels, appliances, furniture, and components other than built-in cabinetry contained in the vehicle's living quarters, is not considered a repair under this subsection if the component replaced has been replaced with original manufacturers parts and materials.
- (4) Notwithstanding Subsections (1), (2), and (3), the franchisee is liable for damage to a new motor vehicle after delivery to the carrier or transporter if the franchisee selected:
 - (a) the method and mode of transportation; and
 - (b) the carrier or transporter.

Amended by Chapter 162, 1997 General Session