

70A-2-805 Refunds -- Computation -- Prohibition of enforcement of lease against consumer.

- (1) Refunds paid by the manufacturer shall be made to the consumer, any lessor, and any perfected lienholders as their interests may appear in order of priority.
- (2) A reasonable allowance for use may not exceed the amount obtained by multiplying the full purchase price or lease price of the assistive technology by a fraction, the denominator of which is 1,825 and the numerator of which is the number of days the consumer used the assistive technology before first reporting the nonconformity to the manufacturer, its agent, or authorized dealer or lessor.
- (3)
 - (a) For a consumer who leases assistive technology from a lessor, the manufacturer shall refund to the lessor and to any holder of a perfected security interest in the assistive technology, as the interest may appear, the current value of the written lease.
 - (b) The current value of the written lease equals the total amount for which that lease obligates the consumer during the period of the lease remaining after its early termination, plus the assistive technology dealer's early termination costs and the value of the assistive technology at the lease expiration date if the lease sets forth that value, less the assistive technology lessor's early termination savings.
 - (c) The manufacturer shall refund to the consumer the amount that the consumer paid under the lease plus any collateral costs, less a reasonable allowance for use.
- (4) The lease may not be enforced against the consumer if the consumer receives a refund under this chapter.

Enacted by Chapter 166, 1997 General Session