

PERCENT--OF--THE--PURCHASE-PRICE, AND LESS A REASONABLE ALLOWANCE FOR DAMAGE NOT ATTRIBUTABLE TO NORMAL WEAR BUT NOT INCLUDING DAMAGE--RESULTING--FROM--NONCONFORMITY, DEFECT, OR CONDITION--THE MANUFACTURER OR FACTORY BRANCH SHALL BE ENTITLED TO RECOVER--FROM THE COMPTROLLER THE TITLING TAX ORIGINALLY PAID BY THE CONSUMER. :

1. A REASONABLE ALLOWANCE FOR THE CONSUMER'S USE OF THE VEHICLE NOT TO EXCEED 15 PERCENT OF THE PURCHASE PRICE, AND

2. A REASONABLE ALLOWANCE FOR DAMAGE NOT ATTRIBUTABLE TO NORMAL WEAR BUT NOT TO INCLUDE DAMAGE RESULTING FROM A NONCONFORMITY, DEFECT, OR CONDITION.

(2) THE MANUFACTURER OR FACTORY BRANCH SHALL MAKE REFUNDS UNDER THIS SECTION TO THE CONSUMER AND LIENHOLDER, IF ANY, AS THEIR INTERESTS APPEAR ON THE RECORDS OF OWNERSHIP MAINTAINED BY THE MOTOR VEHICLE ADMINISTRATION.

(3) IT IS AN AFFIRMATIVE DEFENSE TO ANY CLAIM UNDER THIS SECTION THAT THE NONCONFORMITY, DEFECT, OR CONDITION:

(I) DOES NOT SUBSTANTIALLY IMPAIR THE USE AND MARKET VALUE OF THE MOTOR VEHICLE; OR

(II) IS THE RESULT OF ABUSE, NEGLIGENCE, OR UNAUTHORIZED MODIFICATIONS OR ALTERATIONS OF THE MOTOR VEHICLE.

(4) THE MANUFACTURER OR FACTORY BRANCH SHALL BE ENTITLED TO RECOVER FROM THE COMPTROLLER THE EXCISE TAX ORIGINALLY PAID BY THE CONSUMER.

(D) IT SHALL BE PRESUMED THAT A REASONABLE NUMBER OF ATTEMPTS HAVE BEEN UNDERTAKEN TO CONFORM A MOTOR VEHICLE TO THE APPLICABLE WARRANTIES IF:

(1) THE SAME NONCONFORMITY, DEFECT, OR CONDITION HAS BEEN SUBJECT TO REPAIR 4 OR MORE TIMES BY THE MANUFACTURER OR FACTORY BRANCH, OR ITS AGENTS OR AUTHORIZED DEALERS, WITHIN THE WARRANTY PERIOD BUT SUCH NONCONFORMITY, DEFECT, OR CONDITION CONTINUES TO EXIST;

(2) THE VEHICLE IS OUT OF SERVICE BY REASON OF REPAIR OF A---NONCONFORMITY,---DEFECT,---OR---CONDITION 1 OR MORE NONCONFORMITIES, DEFECTS, OR CONDITIONS FOR A CUMULATIVE TOTAL OF 30 OR MORE DAYS DURING THE WARRANTY PERIOD; OR

(3) A NONCONFORMITY, DEFECT, OR CONDITION RESULTING IN FAILURE OF THE BRAKING OR STEERING SYSTEM HAS BEEN SUBJECT TO THE SAME REPAIR AT LEAST TWICE ONCE WITHIN THE WARRANTY PERIOD, AND THE MANUFACTURER HAS BEEN NOTIFIED AND GIVEN THE OPPORTUNITY TO CURE THE DEFECT, AND THE REPAIR DOES NOT BRING THE VEHICLE INTO COMPLIANCE WITH THE MOTOR VEHICLE SAFETY INSPECTION LAWS OF THE STATE.