



2025 SENATE BILL 8

January 24, 2025 - Introduced by Senators JACQUE and TOMCZYK, cosponsored by Representatives TITTL, PRONSCHINSKE, ANDERSON, BEHNKE, BILLINGS, DITTRICH, GOEBEN, KREIBICH, MIRESE, MURPHY, MURSAU, O'CONNOR, PRADO and WICHGERS. Referred to Committee on Transportation and Local Government.

1 **AN ACT** *to create* subchapter XI of chapter 218 [precedes 218.60] of the
2 statutes; **relating to:** repair and replacement of implements of husbandry
3 under warranty.

Analysis by the Legislative Reference Bureau

This bill creates requirements, commonly known as a “lemon law,” for the repair and replacement of an implement of husbandry that has a condition or defect (nonconformity) that substantially impairs the use, value, or safety of the implement of husbandry and that is covered by an express warranty.

Under the bill, if an implement of husbandry does not conform to an applicable express warranty, and the consumer reports the nonconformity to the manufacturer, the lessor, or any of the manufacturer’s authorized dealers and makes the implement of husbandry available for repair, the manufacturer, lessor, or authorized dealer must repair the nonconformity. If the same nonconformity has been subject to repair at least four times and the nonconformity continues, or if the implement of husbandry is out of service for an aggregate of at least 30 days because of warranty nonconformities, the consumer is entitled to a replacement implement of husbandry or a full refund.

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The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. Subchapter XI of chapter 218 [precedes 218.60] of the statutes is created to read:

CHAPTER 218

SUBCHAPTER XI

IMPLEMENTS OF HUSBANDRY

218.60 Repair and replacement of implements of husbandry under warranty. (1) In this section:

(a) “Collateral costs” means expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining an alternative implement of husbandry. “Collateral costs” does not include incidental or consequential damages, including loss of profits as a result of a nonoperational implement of husbandry.

(b) “Consumer” means any of the following:

1. The purchaser of a new implement of husbandry if the implement of husbandry was purchased from an authorized dealer for purposes other than resale.

2. A person to whom an implement of husbandry is transferred for purposes other than resale if the transfer occurs before the expiration of an express warranty applicable to the implement of husbandry that was extended when the implement of husbandry was new and first sold by an authorized dealer for purposes other than resale.

3. A person who may enforce an express warranty applicable to an implement

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1 of husbandry that was extended when the implement of husbandry was new and
2 first sold by an authorized dealer for purposes other than resale.

3 4. A person who leases a new implement of husbandry from a lessor under a
4 written lease.

5 (c) "Implement of husbandry" has the meaning given in s. 340.01 (24).

6 (d) "Nonconformity" means a condition or defect that substantially impairs
7 the use, value, or safety of an implement of husbandry and that is covered by an
8 express warranty applicable to the implement of husbandry or to a component of
9 the implement of husbandry. "Nonconformity" does not include a condition or
10 defect that is the result of abuse, neglect, failure to operate and maintain the
11 implement of husbandry in accordance with the manufacturer's operator's manual
12 and recommended maintenance schedule, or unauthorized modification or
13 alteration of the implement of husbandry by a consumer.

14 (e) "Out of service" means that the implement of husbandry is unable to be
15 used by the consumer either because of a nonconformity for which 2 or more
16 unsuccessful attempts to repair have been made and the implement of husbandry
17 has been returned to the consumer or remains with the consumer awaiting further
18 repair attempts or because the implement of husbandry is in the possession of the
19 manufacturer, lessor, or any of the manufacturer's authorized dealers for the
20 purpose of performing repairs to correct the same nonconformity.

21 (f) "Unsuccessful attempt to repair" means a repair attempt that does not
22 correct the nonconformity for which the repair work is conducted and for which

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1 active repair work on the nonconformity stops and does not begin again within 24
2 hours of the previous repair work.

3 (2) If an implement of husbandry does not conform to an applicable express
4 warranty, and the consumer reports the nonconformity to the manufacturer, the
5 lessor, or any of the manufacturer's authorized dealers and makes the implement of
6 husbandry available for repair before the expiration of the warranty or one year
7 after first delivery of the implement of husbandry to a consumer, whichever is
8 sooner, the manufacturer, lessor, or authorized dealer shall repair the
9 nonconformity.

10 (3) If, before the expiration of the warranty or one year after first delivery of
11 the implement of husbandry, whichever is earlier, a manufacturer, lessor, or
12 authorized dealer attempts to repair a nonconformity not fewer than 4 times and
13 the nonconformity is not repaired, or if an implement of husbandry is out of service
14 for an aggregate of not less than 30 days, the consumer is entitled to a replacement
15 or refund, and the manufacturer shall do one of the following as directed by the
16 consumer:

17 (a) Accept return of the implement of husbandry and replace the implement of
18 husbandry with a comparable new implement of husbandry and refund any
19 collateral costs, to the extent that the manufacturer, lessor, or authorized dealer
20 does not mitigate collateral costs.

21 (b) Accept return of the implement of husbandry and refund to the consumer
22 and to any holder of a perfected security interest in the consumer's implement of
23 husbandry, as their interest may appear, the full purchase price plus any sales tax,

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1 finance charge, amount paid by the consumer at the point of sale, and collateral
2 costs, less a reasonable allowance for use.

3 (c) If the implement of husbandry is leased, accept return of the implement of
4 husbandry, refund to the lessor and to any holder of a perfected security interest in
5 the implement of husbandry, as their interest may appear, the current value of the
6 written lease, and refund to the consumer the amount the consumer paid under the
7 written lease plus any sales tax and collateral costs, less a reasonable allowance for
8 use.

9 (4) A consumer who elects to receive a refund under sub. (3) shall notify the
10 manufacturer. Not later than 30 days after receiving notice from the consumer, the
11 manufacturer shall provide the consumer with the refund. Upon receipt of the
12 refund, the consumer shall return the implement of husbandry having the
13 nonconformity to the manufacturer and provide the manufacturer with the
14 certificate of title for the implement of husbandry or all endorsements necessary to
15 transfer the title to the manufacturer. If another person is in possession of the
16 certificate of title, that person shall, upon request of the consumer, provide the
17 manufacturer with the certificate of title upon satisfaction of any security interest
18 the person has in the implement of husbandry.

19 (5) A consumer who elects to receive a comparable new implement of
20 husbandry under sub. (3) shall notify the manufacturer. Not later than 45 days
21 after receiving notice from the consumer, the manufacturer shall provide either a
22 comparable new implement of husbandry or, if a comparable new implement of
23 husbandry does not exist or cannot be delivered within the 45-day period, a refund.

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1 Upon receipt of the new implement of husbandry or the refund, the consumer shall
2 return the implement of husbandry having the nonconformity to the manufacturer.

3 (6) A manufacturer, lessor, or manufacturer's authorized dealer may not sell
4 or lease any nonconforming implement of husbandry returned to the manufacturer
5 by a consumer unless the manufacturer, lessor, or manufacturer's authorized
6 dealer discloses the reasons the implement of husbandry was returned to any
7 prospective buyer or lessee. If a manufacturer fails to disclose in writing at the time
8 of transfer or sale to a dealer that a nonconforming implement of husbandry was
9 returned to the manufacturer by a consumer, the manufacturer shall indemnify the
10 dealer for all costs and expenses the dealer incurs as the result of the
11 manufacturer's failure to disclose the nonconformity and shall be directly liable
12 under this section to a consumer who purchases a nonconforming implement of
13 husbandry without having received the disclosure required under this section.

14 (7) The department of revenue shall refund to a manufacturer any sales tax
15 the manufacturer refunded to a consumer under sub. (3) if the manufacturer
16 provides to the department of revenue a written request for a refund along with
17 evidence that the sales tax was paid when the implement of husbandry was
18 purchased and that the manufacturer refunded the sales tax to the consumer.

19 (8) This section does not limit rights or remedies available to a consumer
20 under any other law.

21 (END)