

GEORGIA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	<p>Although the lemon law does not provide a statute of limitations, a claim must allege at least one of the following:</p> <ol style="list-style-type: none"> 1. A serious safety defect in the braking or steering system that was not corrected after being subject to repair at least once during the <i>lemon law rights period</i>; 2. Any other serious safety defect that was not corrected after being subject to repair at least once during the <i>lemon law rights period</i> and at least once more within two years or 24,000 miles (whichever comes first) after the first repair attempt during the <i>lemon law rights period</i>; 3. A defect or condition that was not corrected after being subject to repair at least once during the <i>lemon law rights period</i> and at least twice more within two years or 24,000 miles (whichever comes first) after the first repair attempt during the <i>lemon law rights period</i>; or 4. Vehicle is out of service by reason of repair to one or more nonconformities for at least 15 days during the <i>lemon law rights period</i>, and for a total of 30 days within any period of 24 months or 24,000 miles (whichever occurs first) after the first repair attempt that occurs during the <i>lemon law rights period</i>. <p>The <i>Lemon law rights period</i> is the earlier of one year or 12,000 miles after original delivery to a consumer.</p>
ELIGIBLE VEHICLE	New motor vehicles, including demonstrators, that are leased or purchased in Georgia or registered in Georgia by the original consumer, including the self-propelled vehicle and chassis of motor homes. Excludes motorcycles, trucks with a G.V.W. rating of 10,000 pounds or more, and vehicles that are bought used.
ELIGIBLE CONSUMER	<ol style="list-style-type: none"> (1) Any person who has entered into an agreement or contract for the transfer, lease, or purchase of a new motor vehicle primarily for personal, family, or household purposes; and (2) Any business that is a commercial owner or lessee of no more than three new motor vehicles, has ten or fewer employees, and has a net income after taxes of \$100,000 per year or less for federal income tax purposes.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	During the lemon law rights period (the earlier of one year or 12,000 miles after original delivery).
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	At least one attempt during lemon law rights period (the earlier of one year or 12,000 miles after original delivery), and additional defined attempts within 2 years or 24,000 miles after first attempt.

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PRESUMPTION OR DEFINITION	Definition: (1) one attempt to a serious safety defect in braking or steering during the lemon law rights period; (2) one attempt to any other serious safety defect during the lemon law rights period and at least one more attempt within two years or 24,000 miles after the first attempt during the lemon law rights period; (3) one attempt to a nonconformity during the lemon law rights period and at least two more attempts within two years or 24,000 miles after the first attempt during the lemon law rights period; or (4) one or more defects or conditions that were not corrected and caused the vehicle to be out of service for at least at least 30 cumulative calendar days during any period of two years or 24,000 miles (whichever comes first) and at least the first 15 of those days occurred during the lemon law rights period.
NOTICE TO MANUFACTURER	First notice of nonconformity by certified mail after the defined repair attempts. Second notice of request for repurchase or replacement by certified mail after final repair attempt does not correct nonconformity.
FINAL OPPORTUNITY TO REPAIR	Manufacturer must contact consumer within 7 days after receipt of consumer's first certified notice; repair within 14 days after delivery of vehicle to repair facility.
REASONABLE ALLOWANCE	Both refund and replacement: miles by consumer before request for refund or replacement, divided by 100,000, multiplied by purchase price.
DISPUTE RESOLUTION	Before obtaining lemon law remedies, must resort to manufacturer's program if certified; may then file with state arbitration panel.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

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1. Citation	Georgia Code §§ 10-1-780 through 10-1-794; Georgia Comp. Rules & Regs. §§ 122-7-.01 through 122-14-.09.
2. Motor vehicle covered	<p>New motor vehicles, including demonstrators, that are leased or purchased in Georgia or registered in Georgia by the original consumer, including the self-propelled vehicle and chassis of motor homes. Excludes motorcycles, trucks with a G.V.W. rating of 10,000 pounds or more, and vehicles that are bought used.</p> <p>“New motor vehicle” means that the original title must have been issued to the consumer without having been previously issued to any person other than the selling dealer, and does not include any vehicle on which the title and other transfer documents show a used, rather than a new, vehicle. “Demonstrator” means any vehicle that may have been used for demonstration purposes by the dealer, or that is alleged by the dealer to have been used for such purposes, before being sold to a consumer – as long as a manufacturer’s warranty was issued as a condition of sale.</p>
3. Consumer covered	<p>(1) Any person who has entered into an agreement or contract for the transfer, lease, or purchase of a new motor vehicle primarily for personal, family, or household purposes; and</p> <p>(2) Any sole proprietorship, partnership, or corporation that is a commercial owner or lessee of no more than three new motor vehicles, has ten or fewer employees, and has a net income after taxes of \$100,000 per year or less for federal income tax purposes.</p>
4. Nonconformity defined	<p>Defined as a defect, serious safety defect, or condition that substantially impairs the use, value or safety of a new motor vehicle to the consumer. “Serious safety defect” means a life-threatening malfunction or nonconformity. “Substantially impair” means to render the new motor vehicle unreliable, or unsafe for ordinary use, or to diminish the resale value of the new motor vehicle more than a meaningful amount below the average resale value for comparable motor vehicles.</p> <p>Nonconformity does not include a defect or condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle. “Unauthorized” means any modification or alteration that was not reasonably contemplated in the manufacturer’s design for the vehicle, unless the manufacturer has transferred the vehicle and knew or should have known that the modification or alteration might be made.</p>
5. Warranty defined	“Warranty” means any express warranty of the manufacturer, not including any extended coverage purchased by the consumer as a separate item.
6. Lemon law rights period	Defined as the period ending one year after the date of the new motor vehicle’s original delivery to a consumer or the first 12,000 miles of operation after original delivery to a consumer, whichever occurs first. If less than 15 days remain under the lemon law rights period when the vehicle is first brought in for diagnosis or repair, the lemon law rights period for that particular problem shall be extended for a period of 90 days.
7. Manufacturer’s obligation to repair	If the consumer reports the nonconformity to the manufacturer, agent or dealer during the lemon law rights period, the vehicle must be repaired at the manufacturer’s expense to correct the nonconformity, even if the repairs are made after the lemon law rights period.
8. Manufacturer’s obligation to repurchase or replace	<p>If the manufacturer, agent, or dealer is unable to repair or correct any nonconformity after a reasonable number of attempts, the consumer must notify the manufacturer by certified mail. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within seven days of receiving the consumer’s notice. Within fourteen days after the consumer has delivered the vehicle to that facility, the nonconformity must be corrected. If it is not corrected, the consumer must request, by certified mail, that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 30 days of receipt of this last request, replace or repurchase the vehicle.</p> <p>If the motor vehicle is leased, the lessor elects either a replacement or repurchase. The consumer must send the lessor a written notice that this election is desired. If the lessor fails to make the election within 30 days, the consumer may make the election and the lessor will be bound to the consumer’s choice.</p>

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<p>9. Criteria for reasonable number of repair attempts</p>	<p>Defined as any of the following:</p> <ol style="list-style-type: none"> (1) A serious safety defect in the braking or steering system is not corrected after being subject to repair at least once during the lemon law rights period; (2) Any other serious safety defect is not corrected after being subject to repair at least once during the lemon law rights period and at least one more time within two years or 24,000 miles (whichever comes first) after the first repair attempt that occurs during the lemon law rights period; (3) The same nonconformity is not corrected after being subject to repair at least once during the lemon law rights period and at least two more times within two years or 24,000 miles (whichever comes first) after the first repair attempt that occurs within the lemon law rights period; or (4) The vehicle is out of service by reason of repair to one or more nonconformities for at least 15 days during the lemon law rights period, and for a total of 30 days within any period of 24 months or 24,000 miles (whichever occurs first) after the first repair attempt that occurred during the lemon law rights period. If less than 15 days remain under the lemon law rights period when the vehicle is first brought in for diagnosis or repair, the lemon law rights period for that particular problem shall be extended for a period of 90 days.
<p>10. Notice of nonconformity and final opportunity to repair</p>	<p>If the manufacturer, agent, or dealer is unable to repair or correct any nonconformity after a reasonable number of attempts, the consumer must notify the manufacturer by certified mail. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within seven days of receiving the consumer's notice. Within fourteen days after the consumer has delivered the vehicle to that facility, the nonconformity must be corrected. If it is not corrected, the consumer must request, by certified mail, that the manufacturer either replace or repurchase the vehicle.</p>
<p>11. Affirmative defenses</p>	<p>It is an affirmative defense that:</p> <ol style="list-style-type: none"> (1) The alleged nonconformity does not substantially impair the use, value, or safety of the new motor vehicle to the consumer; or (2) The alleged nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.
<p>12. Refund</p>	<p>Purchased Vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) Purchase price – the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle. In determining whether the trade-in allowance was reasonable, an arbitrator may take into account whether the purchase price of the vehicle was at a fair market value or not; the arbitrator may make appropriate adjustments to ensure that the consumer is made whole but not unjustly enriched. (2) Collateral charges – those additional charges to a consumer which are wholly incurred as a result of the purchase of the vehicle, including but not limited to: <ul style="list-style-type: none"> • Sales tax; • Title charges; • Tag, license and registration fees; • Manufacturer or dealer installed items or service charges; • Earned finance charges; • “WRA” \$3.00 fee; • Credit life and disability insurance; • Extended warranty/service contract charges; and • Any other related charges. (3) Incidental costs – any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to: <ul style="list-style-type: none"> • Payments to dealers for attempted repairs of nonconformities; • Towing charges; and • Costs of obtaining alternative transportation. (4) Less a reasonable offset for use.

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	<p>Leased Vehicle</p> <p><i>To the lessor:</i></p> <p>(1) <i>Purchase price.</i> This means the cash price paid by the lessor to a dealer or distributor to purchase the new motor vehicle.</p> <p>(2) Less a reasonable offset for use.</p> <p><i>From the lessor to the lessee:</i> Value of any trade-in and down payment or balloon payment.</p> <p>The lease agreement is terminated upon the manufacturer's payment to the lessor, without any penalty for early termination.</p>
13. Replacement	<p>Purchased Vehicle</p> <p>Replacement is a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase or lease. In addition, the manufacturer must pay:</p> <p>(1) Collateral charges – all collateral charges wholly incurred as a result of the acquisition purchase of the vehicle, which the consumer or lessor incurs a second time and which would not have been incurred again except for the replacement.</p> <p>(2) Incidental costs – any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:</p> <ul style="list-style-type: none"> • Payments to dealers for attempted repairs of nonconformities; • Towing charges; and • Costs of obtaining alternative transportation. <p>The consumer must pay the manufacturer a reasonable offset for the vehicle's use.</p> <p>Leased Vehicle</p> <p>Replacement is a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at time of purchase. The contractual obligation between the lessor and lessee will not be altered except for the terms of the agreement that identified the vehicle. In addition, the manufacturer must pay:</p> <p>(1) Collateral charges – all collateral charges wholly incurred as a result of the acquisition of the vehicle, which the lessor or lessee incurs a second time and which would not have been incurred again except for the replacement.</p> <p>(2) Incidental costs – any reasonable expenses incurred by the lessor or lessee in connection with the repair of the vehicle, including but not limited to:</p> <ul style="list-style-type: none"> • Payments to dealers for attempted repairs of nonconformities; • Towing charges; and • Costs of obtaining alternative transportation. <p>The lessee must pay the manufacturer a reasonable offset for use. Under some circumstances, the lessee may be able to seek a reimbursement for the reasonable offset for use from the lessor at the end of the lease term.</p>
14. Reasonable allowance	<p>Applies to a refund and to a replacement. The reasonable offset for use is computed by the following formula:</p> $\frac{\text{\# miles directly attributable to use by the consumer before the consumer's written request by certified mail for refund or replacement}}{100,000} \times \text{purchase price}$
15. Refund of sales tax	<p>Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.</p>
16. Enhanced damages	<p>Not specified in the lemon law, although a violation of the lemon law or any failure to honor any express warranty is an unfair and deceptive act or practice. If a manufacturer does not comply with or appeal a state panel decision, the state may impose a fine of up to \$1,000 per day, up to a maximum penalty of double the vehicle's value or \$100,000, whichever is less.</p>

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17. Attorney's fees	The state panel may in its discretion award attorney's fees and technical or expert witness costs to a consumer. If the manufacturer appeals unsuccessfully from a state panel decision, the court may award attorney's fees and costs.
18. Statute of limitations	Not specified.
19. Manufacturer-sponsored arbitration	If a manufacturer participates in an informal dispute resolution mechanism that has been certified by the Administrator of the Georgia Governor's Office of Consumer Affairs as complying with rules promulgated by the Administrator, then a consumer must submit a dispute under the lemon law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.
20. State-sponsored arbitration	A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action.
21. Dealer liability	<p>The lemon law does not create or give rise to any cause of action against, and does not impose any liability upon, any new motor vehicle dealer or distributor. No new motor vehicle dealer or distributor can be held liable by the manufacturer or by the consumer for any collateral charges, damages, costs, purchase price refunds, or vehicle replacements, and manufacturers and consumers do not have a cause of action against a new motor vehicle dealer or distributor under the lemon law.</p> <p>A violation of any duty or responsibility imposed upon a new motor vehicle dealer or distributor under the lemon law constitutes a per se violation of the Fair Business Practices Act of 1975.</p> <p>Enforcement against such violations is by public enforcement by the administrator and not through private enforcement. A knowing violation of the resale disclosure provisions is enforceable through private enforcement.</p> <p>The provisions of the Uniform Commercial Code Sections 11-2-602 through 11-2-609 do not apply to the sale of a new motor vehicle if the consumer seeks to use the remedies provided for in the lemon law. A consumer is deemed to have used lemon law remedies when he or she completes, signs, and returns forms prescribed by the administrator for the submission of disputes to an informal dispute resolution settlement mechanism or to a panel, whichever occurs first. Such forms must contain a conspicuous statement clearly advising the consumer of the rights the consumer is waiving by participating in the procedures under this article.</p> <p>A consumer may not use the remedies provided for in the lemon law if the consumer has already sought to use the remedies provided for in the Uniform Commercial Code Sections 11-2-602 through 11-2-609, unless the nonconformity did not exist or was not known at the time of using the remedies provided for in such Code sections. Manufacturers and consumers may not make new motor vehicle dealers or distributors parties to arbitration panel proceedings or any other proceedings under the lemon law.</p> <p>The provisions of the lemon law do not impair any obligation under any manufacturer-dealer franchise agreement or manufacturer-distributor agreement; provided, however, that any provision of any manufacturer-dealer franchise agreement or manufacturer-distributor agreement that attempts to shift any duty, obligation, responsibility, or liability imposed upon a manufacturer by this article to a new motor vehicle dealer or distributor, either directly or indirectly, is void and unenforceable, except for any liability imposed upon a manufacturer by this article which is directly caused by the gross negligence of the dealer in attempting to repair the motor vehicle after such gross negligence has been determined by the hearing officer, as provided by the "Georgia Motor Vehicle Franchise Practices Act."</p>
22. Restrictions on resale of returned vehicles	A manufacturer or other transferor must not knowingly resell (either at wholesale or retail), lease, transfer a title, or otherwise transfer, except to sell for scrap, any motor vehicle that has been determined to have a serious safety defect by reason of a determination, adjudication, or settlement decision pursuant to Georgia's or any other state's lemon law, unless (1) the serious safety defect has been corrected; (2) the manufacturer warrants in writing upon the resale, transfer, or lease that the defect has been corrected; and (3) the transferor provides the

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	<p>manufacturer's written warranty to the consumer.</p> <p>After replacement or repurchase pursuant to the lemon law of a motor vehicle with a nonconformity, other than a serious safety defect, which has not been corrected, the manufacturer must notify the Administrator of the Governor's Office of Consumer Affairs, by certified mail or statutory overnight delivery, upon receipt of the manufacturer's motor vehicle. If the nonconformity is corrected, the manufacturer must notify the Administrator in the same manner of the correction. If the two events described in this subsection occur within 30 days of one another, both notices may be combined into the same notice.</p> <p>Upon the resale (either at wholesale or retail), lease, transfer of title, or other transfer of a motor vehicle with a nonconformity, other than a serious safety defect, that has not been corrected and that was previously returned after a final determination, adjudication, or settlement under Georgia's or any other state's lemon law, the manufacturer must execute and deliver to the transferee before transfer to a consumer an instrument in writing setting forth information identifying the nonconformity in a manner to be specified by the Administrator. The transferor must deliver the instrument to the consumer before transfer.</p> <p>Upon the resale (either at wholesale or retail), lease, transfer of title, or other transfer of a motor vehicle found to have a nonconformity under the lemon law which has been corrected, (1) the manufacturer must warrant in writing on forms prescribed by the Administrator upon the transfer that the nonconformity has been corrected, and (2) the manufacturer, its agent, the new motor vehicle dealer, or other transferor must execute and deliver to the transferee before transfer an instrument in writing (a) setting forth information identifying the nonconformity and indicating in a manner to be specified by the Administrator that it has been corrected and (b) providing an express manufacturer's warranty on the vehicle regarding the nonconformity for 12 months or 12,000 miles, whichever occurs first.</p> <p>"Settlement" includes an agreement entered into between the manufacturer and the consumer that occurs after the dispute has been submitted to an informal dispute resolution settlement mechanism or has been deemed eligible for the state panel.</p>
<p>23. Point of sale notice of lemon law rights</p>	<p>At the time of purchase, the new motor vehicle dealer must provide the consumer with the manufacturer's owner's manual and the following written statement that explains the consumer's lemon law rights:</p> <p style="text-align: center;">NEW CAR WARRANTY RIGHTS ACT</p> <p>Under the 1990 Georgia Motor Vehicle Warranty Rights Act, if the NEW vehicle you purchase or lease has certain nonconformities which cannot be repaired in a reasonable number of attempts, you may have a right for the manufacturer to repurchase or replace the vehicle.</p> <p>The Warranty Rights Period in which you will have this protection, is for any nonconformity which first appears during the initial 12 months or 12,000 miles of your ownership, whichever comes first, regardless of how long the manufacturer's written warranty is. Defects appearing after the first 12 months or 12,000 miles but still under the manufacturer's written warranty may be covered under a different law; contact the Office of Consumer Affairs.</p> <p>Vehicles covered under the law are any self propelled vehicle designed to travel public highways. However, the law excludes the following vehicles: certain parts of Motor Homes, Motorcycles, and Trucks with 10,000 pounds or more gross vehicle weight rating.</p> <p>A New vehicle includes some demonstrators models, and vehicles that have never been titled to anyone other than the selling dealer before being tilted to the purchaser.</p> <p>A Nonconformity is any defect, serious safety defect or condition which substantially impairs the use, value or safety of your vehicle. However, the defect is not covered under the law if it is the result of abuse, neglect or any unauthorized modification.</p> <p>If a reasonable number of repair attempts takes place on a covered vehicle within 24,000 miles or 24 months, whichever occurs first, of the initial repair attempt, you must notify the manufacturer and allow the manufacturer one final repair attempt. If the manufacturer cannot repair the vehicle, then you can demand a replacement or repurchase of the unrepaired vehicle.</p> <p>A reasonable number of repair attempts means one of the following:</p> <ol style="list-style-type: none"> 1. At least one repair attempt on a serious safety defect in the braking or steering system

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which has been subject to repair during the warranty rights period without being corrected.

2. At least two repair attempts on any other serious safety defect which has been subject to repair at least once during the warranty rights period without being corrected.
3. At least three repair attempts on any other nonconformity which has been subject to repair at least once during the warranty rights period without being corrected.
4. Any cumulative total of 30 calendar days involving attempted repair of a single nonconformity in which at least 15 of such days occur during the warranty rights period.

Dealer Responsibilities:

The selling dealer must collect a \$3.00 warranty rights act fee on every covered vehicle sold or leased. The selling dealer should provide the owner's manual produced by the manufacturer with each new vehicle sold or leased. The manufacturer should include in the manual a list of manufacturer addresses and customer service phone numbers. The customer service representatives listed will be authorized to direct any repair work that may need to be done to the new vehicle.

A consumer should document every repair attempt. After each repair attempt the vehicle owner should obtain and keep a copy of the repair receipt, which should legibly state the following:

- A description of the problem or identification of the nonconformity.
- Any diagnosis made
- A description of all work performed.
- A list of any parts and labor involved.
- The date and odometer reading when the vehicle was brought in for repair, and
- The date the vehicle was made available to the owner.

If you do not receive such a repair receipt, contact the dealer; if you still can't get it, contact the Office of Consumer Affairs.

When it appears that a reasonable number of repair attempts regarding the nonconformity has been met and the defect is not repaired or corrected, you should contact the Office of Consumer Affairs for more specific information about your rights. If you choose to proceed under the Motor Vehicle Warranty Rights Act, you may be waiving other legal rights. It is very important that you understand the waiver of these rights before beginning proceedings under the Motor Vehicle Warranty Rights Act.

If you choose to proceed under the Warranty Rights Act, you must notify the manufacturer in writing when a reasonable number of repair attempts has been made. Upon receipt of the notification, the manufacturer must be given one final opportunity to repair the nonconformity. If the manufacturer cannot repair the nonconformity, the manufacturer must, at the option of the consumer, either repurchase or replace the vehicle.

If a dispute arises over the repurchase or replacement of the vehicle, you may submit the dispute to an informal dispute resolution settlement mechanism if certified by the state. Contact the Office of Consumer Affairs for information regarding which informal dispute resolution settlement mechanisms are certified by the state. Appeals may be made to a state operated arbitration panel, and then to Superior Court. You may request an application for state operated arbitration by contacting:

*Office of Consumer Affairs
Attention: Warranty Rights Act
2 Martin Luther King, Jr. Drive
Suite 356
Atlanta, Georgia 30334*

(404) 656-3790 in metro Atlanta, or 1-800-869-1123, statewide.

The above information is only a brief summary of your rights and remedies as a Georgia consumer under the Georgia Motor Vehicle Warranty Rights Act. If you think your vehicle may have a nonconformity which qualifies for protection, you should contact the Governor's Office of Consumer Affairs for more detail information.

The statement must be delivered by the dealer or person who actually meets face to face with the ultimate consumer to arrange the transfer of ownership, right to use, or right to possess the vehicle. Failure of a dealer to provide a consumer with a copy of the owner's manual and this statement may be a violation of the Fair Business Practices Act.

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24. Limitation on waiver	Any agreement entered into by a consumer for the purchase of a new motor vehicle that waives, limits, or disclaims lemon law rights is void as contrary to public policy. Lemon law rights extend to a subsequent transferee of the new motor vehicle.
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