

(4) "MANUFACTURER, FACTORY BRANCH, OR DISTRIBUTOR" MEANS A PERSON, PARTNERSHIP, ASSOCIATION, CORPORATION, OR ENTITY ENGAGED IN THE BUSINESS OF MANUFACTURING OR ASSEMBLING MOTOR VEHICLES OR OF DISTRIBUTING MOTOR VEHICLES TO MOTOR VEHICLE DEALERS AS DEFINED IN § 15-201(B), (C), AND (D) OF THE TRANSPORTATION ARTICLE.

(4) (5) "MANUFACTURER'S EXPRESS WARRANTY" OR "WARRANTY" MEANS THE WRITTEN WARRANTY, SO LABELED, OF THE MANUFACTURER OF A NEW MOTOR VEHICLE INCLUDING ANY TERMS OR CONDITIONS PRECEDENT TO THE ENFORCEMENT OF OBLIGATIONS UNDER THAT WARRANTY.

(5) (6) "WARRANTY PERIOD" MEANS THE EARLIER OF:

(I) THE PERIOD OF THE MOTOR VEHICLE'S FIRST 12,000 MILES OF OPERATION; OR

(II) 12 MONTHS FOLLOWING THE DATE OF ORIGINAL DELIVERY OF THE MOTOR VEHICLE TO THE CONSUMER.

(B) (1) IF A NEW MOTOR VEHICLE DOES NOT CONFORM TO ALL APPLICABLE WARRANTIES DURING THE WARRANTY PERIOD, THE CONSUMER SHALL, DURING SUCH PERIOD, REPORT THE NONCONFORMITY, DEFECT, OR CONDITION BY GIVING WRITTEN NOTICE TO THE MANUFACTURER OR FACTORY BRANCH BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. NOTICE OF THIS PROCEDURE SHALL BE CONSPICUOUSLY DISCLOSED TO THE CONSUMER IN WRITING AT THE TIME OF SALE OR DELIVERY OF THE MOTOR VEHICLE.

(2) THE CONSUMER SHALL PROVIDE AN OPPORTUNITY FOR THE MANUFACTURER OR FACTORY BRANCH, OR ITS AGENT, TO CURE THE NONCONFORMITY, DEFECT, OR CONDITION.

(3) THE MANUFACTURER OR FACTORY BRANCH, ITS AGENT, OR ITS AUTHORIZED DEALER SHALL CORRECT THE NONCONFORMITY, DEFECT, OR CONDITION AT NO CHARGE TO THE CONSUMER, EVEN IF REPAIRS ARE MADE AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

(C) (1) IF, DURING THE WARRANTY PERIOD, THE MANUFACTURER OR FACTORY BRANCH, ITS AGENT, OR ITS AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY DEFECT OR CONDITION THAT SUBSTANTIALLY IMPAIRS THE USE AND MARKET VALUE OF THE MOTOR VEHICLE TO THE CONSUMER AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER OR FACTORY BRANCH, AT THE OPTION OF THE CONSUMER, SHALL:

(I) REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE ACCEPTABLE TO THE CUSTOMER; OR

(II) ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE INCLUDING ALL ~~TITLING~~ EXCISE TAX, LICENSE FEES, REGISTRATION FEES AND ANY SIMILAR GOVERNMENTAL CHARGES, LESS A REASONABLE ALLOWANCE FOR THE CONSUMER'S USE OF THE VEHICLE NOT TO EXCEED ~~18~~ 15