

[(c)] (D) (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 excise tax, license fees, registration fees and any similar governmental charges, less:

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, neglect, 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)] (E) 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 1 or more nonconformities, defects, or conditions for a cumulative total of 30 or more days during the warranty period; or