

(B) IF IN ANY SUBSEQUENT PROCEEDING IT IS DETERMINED THAT THE CONSUMER'S REPAIR DID NOT QUALIFY FOR REPAIR UNDER THIS ARTICLE, AND THE MANUFACTURER WAS NOT OTHERWISE OBLIGATED TO REPAIR THE MOTORIZED WHEELCHAIR, THE CONSUMER SHALL BE LIABLE TO THE MANUFACTURER FOR COSTS OF REPAIR.

(C) (1) IF, AFTER A REASONABLE ATTEMPT TO REPAIR, THE NONCONFORMITY IS NOT REPAIRED, THE MANUFACTURER SHALL CARRY OUT THE REQUIREMENT UNDER PARAGRAPH (2) OR (3) OF THIS SUBSECTION, WHICHEVER IS APPROPRIATE.

(2) AT THE DIRECTION OF THE CONSUMER, EXCEPT A CONSUMER WHO LEASES A MOTORIZED WHEELCHAIR, THE MANUFACTURER SHALL DO ONE OF THE FOLLOWING:

(I) ACCEPT RETURN OF THE MOTORIZED WHEELCHAIR OR ANY OF ITS COMPONENT PARTS AND REPLACE ~~THE MOTORIZED WHEELCHAIR~~ IT WITH A COMPARABLE NEW MOTORIZED WHEELCHAIR OR ANY OF ITS COMPONENT PARTS AND REFUND ANY COLLATERAL COSTS.

(II) ACCEPT RETURN OF THE MOTORIZED WHEELCHAIR AND REFUND TO THE CONSUMER AND TO ANY HOLDER OF A PERFECTED SECURITY INTEREST IN THE CONSUMER'S MOTORIZED WHEELCHAIR, AS THEIR INTEREST MAY APPEAR, THE FULL PURCHASE PRICE PLUS ANY FINANCE CHARGE, AMOUNT PAID BY THE CONSUMER AT THE POINT OF SALE, AND COLLATERAL COSTS, LESS A REASONABLE ALLOWANCE FOR USE. THE REASONABLE ALLOWANCE FOR USE MAY NOT EXCEED THE AMOUNT OBTAINED BY MULTIPLYING THE FULL PURCHASE PRICE OF THE MOTORIZED WHEELCHAIR BY A FRACTION, THE DENOMINATOR OF WHICH IS 1,825 AND THE NUMERATOR OF WHICH IS THE NUMBER OF DAYS THAT THE MOTORIZED WHEELCHAIR WAS DRIVEN BEFORE THE CONSUMER FIRST REPORTED THE NONCONFORMITY TO THE MOTORIZED WHEELCHAIR DEALER.

(3) AT THE DIRECTION OF A CONSUMER WHO LEASES A MOTORIZED WHEELCHAIR, THE MANUFACTURER SHALL:

(I) ACCEPT RETURN OF THE MOTORIZED WHEELCHAIR;

(II) REFUND TO THE MOTORIZED WHEELCHAIR LESSOR AND TO ANY HOLDER OF A PERFECTED SECURITY INTEREST IN THE MOTORIZED WHEELCHAIR, AS THEIR INTEREST MAY APPEAR, THE CURRENT VALUE OF THE WRITTEN LEASE AS DEFINED IN SUBSECTION (D) OF THIS SECTION; AND

(III) REFUND TO THE CONSUMER THE AMOUNT THAT THE CONSUMER PAID UNDER THE WRITTEN LEASE PLUS ANY COLLATERAL COSTS, LESS A REASONABLE ALLOWANCE FOR USE AS DEFINED IN SUBSECTION (E) OF THIS SECTION.

(D) THE CURRENT VALUE OF THE WRITTEN LEASE EQUALS THE TOTAL AMOUNT FOR WHICH THAT LEASE OBLIGATES THE CONSUMER DURING THE PERIOD OF THE LEASE REMAINING AFTER ITS EARLY TERMINATION PLUS THE