

(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 MOTOR 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

(3) A nonconformity, defect, or condition resulting in failure of the braking or steering system has been subject to the same repair at least once within the warranty period, and the manufacturer has been notified and given the opportunity to cure the defect, and the repair does not bring the vehicle into compliance with the motor vehicle safety inspection laws of the State.

(f) The term of any warranty, the warranty period, and the 30-day out-of-service period shall be extended by any time during which repair services are not available to the lessee by reason of war, invasion, strike, or fire, flood, or other natural disaster.

(g) If a motor vehicle is returned to a manufacturer or factory branch under subsection (d)(1)(i) of this section, the manufacturer or factory branch shall notify the Motor Vehicle Administration of the fact that the vehicle was returned under this subtitle as defective.

(h) If a motor vehicle that is returned under this subtitle is then made available for resale or subsequent lease, the seller or lessor shall disclose prior to sale or lease in writing in a clear and conspicuous manner, on a separate piece of paper in 10-point all capital type, to a lessee or buyer the material fact that this motor vehicle was returned to the manufacturer or factory branch, the nature of the defect which resulted in the return, and the condition of the motor vehicle at the time of resale or subsequent lease.

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(A) TITLE 2A OF THIS ARTICLE SHALL NOT APPLY TO MOTOR VEHICLE LEASES GOVERNED BY THIS SUBTITLE.

[(a)](B) [This] EXCEPT AS PROVIDED IN SUBSECTION (A) OF THIS SECTION, THIS subtitle does not limit the rights or remedies that are otherwise available to a lessee under any other law, including any implied warranties, including the federal Magnusson Moss Warranty Act and the Maryland Uniform Commercial Code.

[(b)](C) (1) If a manufacturer or factory branch has established an informal dispute settlement procedure which complies in all respects with the provisions of Title 16, Code of Federal Regulations, Part 703, as amended, a lessee [must] NEED NOT resort to that procedure before § 14-2004(c) of this subtitle applies.

(2) A lessee who has resorted to an informal dispute settlement procedure may not be precluded from seeking the rights or remedies available by law.