

CHAPTER 325F

CONSUMER PROTECTION;
PRODUCTS AND SALES

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325F.18 DUTY OF MANUFACTURER.

Subdivision 1. (a) No manufacturer shall sell any building materials and no builder shall sell or lease to the initial occupant a housing unit, other than a unit of manufactured housing, containing urea formaldehyde unless the manufacturer or builder has made the following written disclosure to any purchaser of the materials or housing unit or lessee of the housing unit:

"IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT."

(b) No manufacturer shall sell or lease a manufactured home containing urea formaldehyde unless the manufacturer has made the written disclosure prescribed in Code of Federal Regulations, title 24, section 3280.309 (1984).

Subd. 1a. For the purposes of this section "building materials" means any urea formaldehyde-containing material used in the construction, insulation, or renovation of a housing unit or a nonresidential building, but does not include:

- (1) draperies, carpeting, furniture and furnishings not normally permanently affixed to a housing unit; and
- (2) noncellular insulation.

[For text of subds 2 and 3, see M.S.1984]

Subd. 4. The manufacturer of a product that contains urea formaldehyde shall pay the reasonable cost of repair or relocation if the consumer can document that

the product used in constructing the consumer's residence did not, at the time of manufacture, meet the product standard established in section 325F.181. The builder of a housing unit shall pay the reasonable cost of repair or relocation if the consumer can document that the builder used products in the construction of the housing unit that were subject to the product standard adopted under section 325F.181 but were not certified and labeled under section 325F.181. A manufacturer or builder is not liable under this subdivision unless the consumer has documented medical records of illness related to formaldehyde and a statement from a physician that the consumer must vacate the premises. The party who has received the claim has the right to test the housing unit or products at reasonable times.

If within 30 days after the presentation of the items set forth above the manufacturer or builder and the consumer do not agree on a remedy the consumer may bring suit to recover the reasonable cost of repair or relocation plus reasonable attorneys' fees. Notwithstanding the remedy under this subdivision, the consumer may bring an action for personal injury, if any, if the action is commenced within one year from the consumer's receipt of the order of a physician to vacate the premises due to an illness related to formaldehyde.

Subd. 5. [Repealed, 1985 c 216 s 7]

[For text of subd 6, see M.S.1984]

History: 1985 c 216 s 2-4

325F.181 FORMALDEHYDE PRODUCT STANDARD.

All plywood and particleboard used in newly constructed housing units, including manufactured homes, or sold to the public for use as building materials, shall comply with the product standards, certification and labeling requirements, and other provisions in Code of Federal Regulations, title 24, sections 3280.308 and 3280.406 (1984). After February 1, 1986, all medium density fiberboard used in newly constructed housing units, including manufactured homes, or sold to the public for use as building materials, shall comply with the product standard, certification and labeling requirements, and other provisions for particleboard in Code of Federal Regulations, title 24, section 3280.308 (1984), notwithstanding the fact that medium density fiberboard is not specifically covered by that regulation. The product standards prescribed in this section may be modified by rule by the commissioner of health only as provided in section 144.495.

History: 1985 c 216 s 5

325F.665 NEW MOTOR VEHICLE WARRANTIES; MANUFACTURER'S DUTY TO REPAIR, REFUND, OR REPLACE.

[For text of subs 1 and 2, see M.S.1984]

Subd. 3. **Manufacturer's duty to refund or replace.** (a) If the manufacturer, its agents, or its authorized dealers are unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use or market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall, at the consumer's option, either replace the new motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges including, but not limited to, sales tax, license fees and registration fees, less a reasonable allowance for the consumer's use of the vehicle not exceeding ten cents per mile driven or ten

percent of the purchase price of the vehicle, whichever is less. Refunds must be made to the consumer, and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles. A reasonable allowance for use is that amount directly attributable to use by the consumer and any previous consumer prior to his or her first report of the nonconformity to the manufacturer, agent, or dealer and during any subsequent period when the vehicle is not out of service by reason of repair. It is an affirmative defense to any claim under this section (1) that an alleged nonconformity does not substantially impair the use or market value, or (2) that a nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by anyone other than the manufacturer, its agent or its authorized dealer.

(b) It is presumed that a reasonable number of attempts have been undertaken to conform a new motor vehicle to the applicable express warranties, if (1) the same nonconformity has been subject to repair four or more times by the manufacturer, its agents, or its authorized dealers within the express warranty term or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but the nonconformity continues to exist, or (2) the vehicle is out of service by reason of repair for a cumulative total of 30 or more business days during the term or during the period, whichever is the earlier date.

(c) If the nonconformity results in a complete failure of the braking or steering system of the new motor vehicle and is likely to cause death or serious bodily injury if the vehicle is driven, it is presumed that a reasonable number of attempts have been undertaken to conform the vehicle to the applicable express warranties if the conformity has been subject to repair at least once by the manufacturer, its agents, or its authorized dealers within the express warranty term or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, and the nonconformity continues to exist.

(d) The term of an express warranty, the one-year period and the 30-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike, or fire, flood, or other natural disaster.

(e) The presumption contained in paragraph (b) applies against a manufacturer only if the manufacturer, its agent, or its authorized dealer has received prior written notification from or on behalf of the consumer at least once and an opportunity to cure the defect alleged. If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward it to the manufacturer by certified mail, return receipt requested.

(f) At the time of purchase the manufacturer must provide directly to the consumer a written statement on a separate piece of paper, in 10-point all capital type, in substantially the following form: "IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE."

[For text of subds 4 to 8, see M.S.1984]

History: 1985 c 284 s 1

325F.68 DEFINITIONS.

[For text of subds 1 to 4, see M.S.1984]

Subd. 5. "Going out of business sale" means any sale advertised or held out to the public as a sale in anticipation of the imminent termination of a business, including any sale advertised or held out to the public as a "going out of business sale," a "close out sale," a "loss of lease sale," a "must vacate sale," a "bankruptcy sale," or in any similar terms.

History: 1985 c 148 s 2

325F.69 UNLAWFUL PRACTICES.

[For text of subs 1 to 4, see M.S.1984]

Subd. 5. **Prohibited going out of business sales.** It is illegal for any person to represent falsely that a sale is a "going out of business sale." Any representation that a sale is a "going out of business sale" is presumed to be false and illegal under this subdivision, if at that location or within a relevant market area:

(1) the sale has been represented to be a "going out of business sale" for a period of more than 120 days;

(2) the business has increased its inventory for the sale by ordering or purchasing an unusual amount of merchandise during the sale or during the 90 days before the sale began;

(3) the business, or any of its officers or directors, has advertised any other sale as a "going out of business sale" during the 120 days before this sale began; or

(4) the sale has continued after a date on which the business has represented, expressly or by reasonable implication, that the business would terminate.

Any presumption arising under clauses (1) to (4) may be rebutted if the business shows, by clear and convincing evidence, that the sale was in fact conducted in anticipation of the imminent termination of the business. This subdivision does not apply to a sale in any statutory or home rule charter city that by ordinance requires the licensing of persons conducting a "going out of business sale," nor to public officers acting in the course of their official duties.

History: 1985 c 148 s 3

325F.75 ADVERTISING RESTRICTIONS.

Except as provided in this section, where a plumbing license is required under section 326.40, no person offering plumbing services may do any of the following unless the person employs a licensed master plumber:

(1) advertise as a plumbing contractor, master plumber, or plumber;

(2) append his or her name to, or in connection with, the title "plumbing contractor," "master plumber," or "plumber";

(3) append his or her name to any other words that tend to represent the person as a plumbing contractor, master plumber, or plumber.

A person who advertises as a master plumber shall include in the advertisement the number of his or her license as a master plumber. A person who advertises as a plumbing contractor shall include in the advertisement the license number of the master plumber employed by the plumbing contractor.

A vehicle used to conduct plumbing business must prominently display on its exterior the license number of the master plumber performing plumbing services.

This section does not apply to a person advertising plumbing services if that person does not engage in or work at the business of a master plumber in a city of 5,000 or more population, or in a city of less than 5,000 in population that by ordinance require licensing to do business as a master plumber.

History: 1985 c 142 s 1