

**345.20 DIES, MOLDS; OWNERSHIP.**

Subdivision 1. **Definitions.** For purposes of this section:

(a) "Customer" means any individual or entity who causes or caused a molder to fabricate, cast, or otherwise make a die, mold, or form to be used for the manufacture of metal or plastic products.

(b) "Molder" means any individual or entity, including, but not limited to, a tool or die maker, who fabricates, casts, or otherwise makes a die, mold, or form to be used for the manufacture of metal or plastic products.

Subd. 2. **Ownership by customer.** In the absence of any agreement to the contrary, the customer shall have all rights and title to any die, mold, or form in the possession of the molder.

Subd. 3. **Destruction or disposition of unclaimed property.** If a customer does not claim possession from a molder of a die, mold, or form within three years following the last prior use thereof, all rights and title to any die, mold, or form may be transferred by operation of law to the molder for the purpose of destroying or otherwise disposing of such die, mold, or form, consistent with this section.

Subd. 4. **Notice to customer.** If a molder chooses to have all rights and title to any die, mold, or form transferred to the molder by operation of law, the molder shall send written notice by certified mail to the customer's last known address indicating that the molder intends to terminate the customer's rights and title by having all rights and title transferred to the molder by operation of law pursuant to this section.

Subd. 5. **Ownership by molder.** If a customer does not respond in person or by mail to claim possession of the particular die, mold, or form within 90 days following the date the notice was sent, or does not make other contractual arrangements with the molder for storage thereof, all rights and title of the customer shall transfer by operation of law to the molder. Thereafter, the molder may destroy or otherwise dispose of the particular mold, tool, or die as the molder's own property without any risk of liability to the customer, except that this section shall not be construed in any manner to affect any right of the customer, under federal patent or copyright law or any state or federal law pertaining to unfair competition.

Subd. 6. [Repealed, 1996 c 310 s 1]

**History:** 1980 c 584 s 1; 1989 c 56 s 1