

Program SummaryVolkswagen

Volkswagen has agreed to arbitrate two types of consumer claims relating to its vehicles:

- 1. Claims covered by the terms of applicable state lemon laws; and
- 2. Claims covered by Volkswagen's New Vehicle Limited Warranty but not covered by the applicable state lemon law.

The standards relevant to either type of claim as well as the remedies available thereunder (fully discussed below) are separate and distinct from one another. Remedies under the two types of claims are *in the alternative*, meaning that a remedy may only be awarded under one claim or the other.

LEMON LAW CLAIMS

A claim seeking relief under a state's lemon law must meet all standards set out by that state's lemon law.

Time Period for Filing Claims

Claims under a state's lemon law statute must be received by BBB AUTO LINE within the earlier of the time period for filing a civil or administrative action under such state law or 4 years from the date the vehicle was originally placed into service. A description of the standards of the applicable lemon law is provided with this Program Summary.

Remedies

If the claim meets all standards set out by the state's lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by the applicable state's lemon law statute **excluding** attorney's fees. An arbitrator may not award any penalties or multiple damages. The manner in which a consumer's refund is calculated, including but not limited to which charges and fees are to be refunded by the manufacturer and any allowances for the consumer's use of the vehicle and/or vehicle damage, will be determined with reference to the applicable state lemon law. However, in all cases, a refund will not include: (1) amounts constituting debt from a previous transaction or a trade-in over-allowance (often referred to as "negative equity"); or (2) amounts not paid by the consumer including manufacturer rebates or other credits. The award will be reduced or require payment for any damage to the vehicle exceeding normal wear and tear.

Customer Responsibilities

If a repurchase or replacement is awarded, the customer will be responsible for turning over the vehicle with a current registration and all equipment and items provided at the point of sale (e.g. two keys, owner's literature, and charging cables if provided). The customer will be responsible for repairing any damage beyond normal wear and tear. Alternatively, Volkswagen will deduct from the refund the cost for repairing any damage or replacing missing equipment on the vehicle at the time the vehicle is turned in. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of title.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

Claims under the Volkswagen New Vehicle Limited Warranty must be received within 4 years or 50,000 miles – whichever comes first – from the date the vehicle was originally placed into service.

Eligible Claims

Eligible Claims

Claims must allege a defect in material or workmanship covered by the Volkswagen New Vehicle Limited Warranty and the claims must allege the defect continues to exist, unless the customer is only seeking reimbursement for past repairs. In addition, a vehicle will not be considered eligible for relief under this program if the vehicle was otherwise eligible for relief under the applicable state lemon and the Consumer failed to comply with any terms and / or conditions of the applicable state lemon law.

Eligible Vehicles

The customer's vehicle must be:

- Owned or leased in the name of an individual; or
- Used primarily for personal, family or household purposes.

Remedies

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid for repairs the arbitrator determines are entitled to coverage under Volkswagen's New Vehicle Limited Warranty.
- Reimbursement for reasonably incurred towing costs and car rental costs excluding car rental costs incurred for same day service.

- Repurchase of the vehicle (if allowed under state law and legal authority for such remedy must be cited).
- Diminution of value of the vehicle

The arbitrator may not award any attorney's fees, statutory or otherwise.

Repairs / Reimbursement for Repairs

- The arbitrator may award repair of defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its designs.
- The arbitrator may award reimbursement for money paid for the repair of defects in material or workmanship only if Volkswagen or its dealer declined to repair the defects under the terms of the Volkswagen New Vehicle Limited Warranty or to reimburse the consumer under an express warranty provision allowing for such reimbursement.

Repurchase

The arbitrator may award a repurchase only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship was first reported to Volkswagen or an authorized dealer within 2 years or 24,000 miles whichever occurs first after the vehicle's warranty start date;
- The defect(s) substantially impairs the use, value or safety of the vehicle to the reasonable consumer; and
- Either the same defect was subject to repair four or more times and continues to exist, or the vehicle was out of service for 45 or more cumulative calendar days for repairs to any defect(s); and

If a repurchase is awarded, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** The JD Power "clean" trade-in value at the time the award is issued less the mileage offset as set forth below. This will not include taxes, fees, and finance charges.
- **Leased vehicle repurchase** To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges), less the mileage offset as set forth below.

Deductions/Exclusions from a Repurchase Award

The repurchase award will be reduced for the customer's use of the vehicle in accordance with the following formula:

Use # miles attributable to the customer Vehicle purchase Deduction/ = at the time of the arbitration hearing x price or gross Payment 100,000 capitalized cost

• The award will be reduced or require payment for damage to the vehicle exceeding normal wear and tear.

- The award will not include debt from a previous transaction.
- The award will not include amounts not paid by the consumer including manufacturer rebates or other credits.

Diminution of value of the vehicle

• Any diminished value award shall set forth (1) the arbitrator's calculations, and (2) the evidence upon which the calculations are based, and the specific legal authority relied upon, each as presented or provided to the arbitrator by the parties.

Customer Responsibilities

If a repurchase is awarded, the customer will be responsible for turning over the vehicle with a current registration and in a similar condition as it was at the time of the hearing. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving salvaged or "total loss" vehicles, or vehicles otherwise not covered by a Volkswagen USA Warranty.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims for vehicles not originally sold in the United States.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury.
- Allegations of fraud or other violations of law.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims seeking compensation for legal fees or loss of wages.
- Claims seeking compensation for personal injury or mental anguish.
- Claims seeking punitive damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Volkswagen.

OTHER IMPORTANT INFORMATION

- The customer must own or lease the vehicle throughout the entire arbitration process.
- If the customer files suit or a state administrative action against Volkswagen prior to the completion of the arbitration process, Volkswagen will not be obligated to continue with the arbitration.

- Volkswagen may, at its option, make an exception to the above-stated requirements for the eligibility of a vehicle.
- A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

BBB AUTO LINE will let the parties know if other restrictions apply. es know if other restrictions apply.



COLORADO LEMON LAW SUMMARY for vehicles purchased prior to 8/7/2024

COLORADO LEMON LAW SUMMARY	
1. Citation	Colorado Revised Statutes §§ 42-10-101 through 42-10-107.
2. Motor vehicle covered [42-10-101(2)]	"Motor vehicle" means a private passenger vehicle, pickup truck and van that is (1) designed primarily for travel on the public highways; (2) used to carry not more than ten persons; and (3) sold to a consumer in Colorado. Excludes motor homes and vehicles designed to travel on three or fewer wheels in contact with the ground. Does not cover leased vehicles.
3. Consumer defined [42-10-101(1)]	The purchaser, other than for purposes of resale, of a motor vehicle normally used for personal, family, or household purposes, who the motor vehicle is transferred to for the same purposes during the term of the manufacturer's express warranty; or any other person entitled by the terms of such warranty to enforce its obligations. Does not cover a lessee. Appears to cover the owner of a used vehicle.
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and market value of the motor vehicle is referred to as a <i>nonconformity</i> .
5. Warranty defined [42-10-101(3)]	"Warranty" is the written warranty, so labeled, of the manufacturer of a new motor vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty.
6. Lemon law rights period	Not specified.
7. Manufacturer's obligation to repair [42-10-102]	If the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the term of the warranty or within one year after the vehicle's original delivery to a consumer, whichever comes first, the manufacturer, its agent, or its authorized dealer must make the necessary repairs to conform the motor vehicle to the warranty. Such repairs must be made even if they occur after the expiration of the warranty term or the one-year period.
8. Manufacturer's obligation to repurchase or replace [42-10-103]	If the manufacturer, its agent or authorized dealer is unable to repair or correct a nonconformity after a reasonable number of repair attempts, the manufacturer must, at its option, replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	Presumed if, within the warranty term or one year after the vehicle's original delivery, whichever comes first: (1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agent, or its authorized dealer and the nonconformity continues to exist, or (2) The motor vehicle has been out of service by reason of repair for a cumulative total of 30 or more business days of the repairer.

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10. Notice of nonconformity and final opportunity to repair	The presumption applies only to a manufacturer that received prior written notice by certified mail from or on behalf of the consumer, and had an opportunity to cure the alleged defect. The manufacturer's opportunity to cure counts as one repair attempt towards meeting the four-attempts prong of the presumption.	
[42-10-103-2(c)]		
11. Affirmative defenses [42-10-104]	It is an affirmative defense that the alleged nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the vehicle by the consumer.	
12. Refund [42-10-103-1]	Refund consists of: (1) Full Purchase price of the vehicle; and (2) Sales tax, license fees, registration fees and any similar governmental charges; (3) Less a reasonable allowance for the consumer's use of the motor vehicle.	
13. Replacement [42-10-103-1]	Replacement is a comparable motor vehicle.	
14. Reasonable allowance [42-10-103-1]	A reasonable allowance for use must be that amount directly attributable to use by the consumer or any previous consumer prior to the consumer's first written report of the nonconformity to the manufacturer, its agent, or dealer and during any subsequent period when the vehicle is not out of service for repair.	
15. Refund of sales tax [42-10-103-1]	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.	
16. Enhanced damages	Not specified.	
17. Attorney's fees [42-10-103-3]	The court must award reasonable attorney's fees to the prevailing side in any action brought to enforce the provisions of the lemon law.	
18. Statute of limitations [42-10-107]	An action must be commenced within the earlier of (1) six months following the expiration date of any warranty term, or (2) one year following the date of the vehicle's original delivery to a consumer. The time periods do not run during the period the consumer has submitted to the informal dispute settlement procedure.	
19. Manufacturer- sponsored arbitration [42-10-106]	If the manufacturer has established or participates in an informal dispute settlement procedure that substantially complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.	
20. State-sponsored arbitration	Not specified.	

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COLORADO LEMON LAW SUMMARY		
21. Dealer liability [42-10-105]	with respect to a manufacturer, or creating a cause of action by a manufacturer against its authorized dealer – except that failure by an authorized dealer to properly prepare a motor	
	Nothing in the lemon law affects the other rights and duties between the consumer and a seller, lessor, or lienholder of a motor vehicle or the rights between any of them.	
22. Restrictions on resale of returned vehicles	It is a deceptive trade practice to fail to disclose in writing, prior to sale, to the purchaser that a motor vehicle that a vehicle was repurchased by or returned to the manufacturer from a previous owner for inability to conform the motor vehicle to the manufacturer's warranty in accordance with the lemon law or with any other state or federal motor vehicle warranty law.	
23. Point of sale notice of lemon law rights	Not specified.	
24. Limitation on waiver	Not specified.	

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COLORADO LEMON LAW SUMMARY for vehicle purchased on or after 8/7/2024

EXECUTIVE SUMMARY		
TIME PERIOD FOR FILING CLAIMS	Action must be commenced within thirty months following the date of the original delivery of a motor vehicle to a consumer.	
ELIGIBLE VEHICLE	"Motor vehicle" means a self-propelled private passenger vehicle, including pickup trucks and vans, designed primarily for travel on the public highways and used to carry not more than ten persons, which is sold to a consumer in this state; except that the term does not include motor homes as defined in section 42-1-102 (57), vehicles designed to travel on three or fewer wheels in contact with the ground, or a motor vehicle that has been modified for commercial use.	
	Does not cover leased vehicles; does not cover used vehicles pursuant to a newly-added section of the statute.	
ELIGIBLE CONSUMER	"Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle that is used for personal, family, or household purposes; any person to whom the motor vehicle is transferred for the same purposes during the duration of a manufacturer's express warranty for the motor vehicle; and any other person entitled by the terms of the warranty to enforce the obligations of the warranty.	
TIME PERIOD FOR LEMON LAW COVERAGE	The earlier of 2 years from delivery to consumer or 24,000 miles.	
TIME PERIOD FOR FILING CLAIM	30 months from original delivery to a consumer	
PRESUMPTION REGARDING REASONABLE NUMBER OF REPAIR ATTEMPTS	Presumption - reasonable number of repair attempts presumed if: within the lemon law coverage period, (a) same nonconformity has been subject to either 3 repairs attempts or 24 or more business days out of service for repair or (b) a safety-based nonconformity has been subject to 2 or more repair attempts.	
NOTICE TO MANUFACTURER	Certified mail; required for presumption to apply.	
FINAL OPPORTUNITY TO REPAIR	Required to assert presumption.	
REASONABLE ALLOWANCE FOR USE	Use by consumer before first presentation of vehicle for repair of the nonconformity and any subsequent period when vehicle not out of service by reason of repair.	
DISPUTE RESOLUTION	Before applying the provisions requiring refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.	
DISCLOSURE TO SUBSEQUENT	Yes.	

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PURCHASER	
TITLE BRANDING	No.

CC	COLORADO LEMON LAW SUMMARY		
1.	Citation	Colorado Revised Statutes §§ 42-10-101 through 42-10-110 (Motor Vehicle Warranties)	
2.	Motor vehicle covered	"Motor vehicle" means a self-propelled private passenger vehicle, including pickup trucks and vans, designed primarily for travel on the public highways and used to carry not more than ten persons, which is sold to a consumer in this state; except that the term does not include motor homes as defined in section 42-1-102 (57), vehicles designed to travel on three or fewer wheels in contact with the ground, or a motor vehicle that has been modified for commercial use.	
3.	Consumer defined	"Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle that is used for personal, family, or household purposes; any person to whom the motor vehicle is transferred for the same purposes during the duration of a manufacturer's express warranty for the motor vehicle; and any other person entitled by the terms of the warranty to enforce the obligations of the warranty Does not cover a lessee.	
		A newly-added section of the statute provides that the statute (Article 10) does not apply to a used motor vehicle except for two newly-added sections (§§ 42-10-108 and 42-10-109) that apply to sales of lemon law buybacks. § 42-10-110.	
4.	Nonconformity defined	Not defined. Reference is made to not conforming to a warranty (e.g., Colo. Rev. Stat. § 42-10-102). See affirmatives defenses in Colo. Rev. Stat. § 42-10-104 set forth below.	
5.	Safety-based	"Safety-based nonconformity" means a nonconformity that:	
	nonconformity defined	(a) Results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven; or	
		(b) Creates a risk of fire or explosion."	
		Colo. Rev. Stat. § 42-10-101	
6.	Warranty defined	"Warranty" means the written warranty, so labeled, of the manufacturer of a new motor vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty.	
7.	Duration of lemon law protections	Within the first twenty-four thousand miles of the motor vehicle's operation or within two years following the date of the original delivery of the motor vehicle to a consumer, whichever occurs earlier.	
8.	Statute of Limitations	Any action brought to enforce this article 10 must be commenced within thirty months following the date of the original delivery of a motor vehicle to a consumer; except that the statute of limitations is tolled during the period the consumer has submitted to arbitration under section 42-10-106 or while the motor vehicle is not available for use by reason of repair.	
9.	Manufacturer's obligation to repair	If a motor vehicle has a Safety-based nonconformity or does not conform to a warranty and the consumer reports the nonconformity to the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer within the first twenty-four thousand miles of the motor vehicle's operation or within two years following the date of the original delivery of the motor vehicle to a consumer, whichever occurs earlier, the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer shall make such repairs as are necessary to conform the motor vehicle to the warranty, notwithstanding the fact that the repairs are made after the expiration of the period.	
10.	Manufacturer's obligation to repurchase or replace	If the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer is unable to conform the motor vehicle to the warranty by repairing or correcting the defect or condition that substantially impairs the use and market value of or safety of the motor vehicle after a reasonable number of attempts, the manufacturer shall, at the manufacturer's option, replace the motor vehicle with a comparable motor vehicle or accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price, including the sales tax, license fees, and registration fees and any similar governmental charges, less a reasonable allowance for the consumer's use of the motor vehicle. Refunds shall be made to the consumer	

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		and lienholder, if any, as their interests may appear. Colo. Rev. Stat. § 42-10-103
11.	Criteria for reasonable number of repair attempts	A reasonable number of attempts is presumed to have been undertaken to conform a motor vehicle to the warranty if:
		(I) The same nonconformity has been subject to repair three or more times by the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer within the first twenty-four thousand miles or within two years following the date of the original delivery of the motor vehicle to the consumer, whichever occurs earlier, but the nonconformity continues to exist;
		II The motor vehicle is out of service by reason of repair for a cumulative total of twenty-four or more business days of the repairer during the mileage specified in subsection (2)(a)(I) of this section or during the time period specified in subsection (2)(a)(I) of this section, whichever occurs earlier; or
		III) A safety-based nonconformity has been subject to two or more repair attempts by the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer within the first twenty-four thousand miles of operation or within two years following the date of the original delivery of the motor vehicle to the consumer, whichever occurs earlier, but the safety-based nonconformity continues to exist.
		For the purposes of this subsection (2), the term of a warranty, the two-year period, and the twenty-four-day period are extended by any period of time during which repair services are not available to the consumer because of war, invasion, strike, or fire, flood, or other natural disaster.
12.	Notice of nonconformity and final opportunity to repair	A presumption under subsection (2)(a) of this section does not apply against a manufacturer unless the manufacturer has received prior written notification by certified mail from or on behalf of the consumer stating that one or more attempts to repair the same nonconformity have been made pursuant to section 42-10-102 and the alleged nonconformity remains, and the manufacturer has been provided ten business days to cure the alleged defect after receipt of the notification. The defect counts as one nonconformity subject to repair under subsections (2)(a)(I) and (2)(a)(III) of this section.
		Every authorized motor vehicle dealer shall include a form, containing the manufacturer's name and business address, with each motor vehicle owner's manual on which the consumer may give written notification of any defect, as such notification is required by paragraph (c) of this subsection (2), and the form shall clearly and conspicuously disclose that written notification by certified mail of the nonconformity is required, in order for the consumer to obtain remedies under this article.
13.	Affirmative defenses	It is an affirmative defense to any claim under this article 10 that:
-0.		(a) An alleged nonconformity does not substantially impair the safety of or use and market value of a motor vehicle, as applicable; or
		(b) A nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by a consumer
14.	Refund	Refund consists of: (1) Full Purchase price of the vehicle; and (2) Sales tax, license fees, registration fees and any similar governmental charges; (3) Less a reasonable allowance for the consumer's use of the motor vehicle.
		Refunds shall be made to the consumer and lienholder, if any, as their interests may appear.
15.	Replacement	Replacement is a comparable motor vehicle.
16.	Reasonable allowance	A reasonable allowance for use, as described in subsection (1) of this section, must be obtained by multiplying the total contract price or lessee cost of the motor vehicle by a fraction having as its denominator one hundred thousand and having as the fraction's numerator the sum of:
		(a) The number of miles that the motor vehicle traveled before the consumer's first presentation

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	of the vehicle to the manufacturer, the manufacturer's agent, or the manufacturer's dealer or lessor for repair of the nonconformity; and
	(b) The number of miles that the motor vehicle traveled during any subsequent period when the motor vehicle was not out of service by reason of repair.
17. Refund of sales tax	Manufacturer refunds sales tax to the consumer as noted above. No provision for the manufacturer to obtain a refund of sales tax from the state.
18. Enhanced damages	Not specified.
19. Attorney's fees	The court shall award reasonable attorney fees to the prevailing side in any action brought to enforce the provisions of this article.
20. Manufacturer- sponsored arbitration	If the manufacturer has established or participates in an informal dispute settlement procedure that substantially complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.
21. State-sponsored arbitration	Not specified.
22. Restrictions on	(1)
resale of returned vehicles	(a) A motor vehicle dealer selling a lemon law buyback vehicle to a potential purchaser for purposes other than for resale must either: (I) Allow a third-party agent of a potential purchaser to inspect the motor vehicle before selling the motor vehicle; or (II) Provide a sevenday free-look period during which the purchaser may return the motor vehicle and receive a refund of all money paid to purchase the motor vehicle, less shipping costs.
	(b) To make the inspection provided in subsection (1)(a)(I) of this section, a third-party agent may have reasonable access to conduct the inspection, but the third-party agent must be qualified to use or operate any equipment used to inspect the vehicle and must not interfere with normal business operations of the motor vehicle dealer.
	(2) A motor vehicle dealer selling a lemon law buyback vehicle to a potential purchaser for purposes other than for resale must conspicuously disclose in writing, before the motor vehicle is purchased, to each potential purchaser of the motor vehicle for purposes other than for resale the right described in subsection (1)(a) of this section.
	Colo. Rev. Stat. § 42-10-108
	If the motor vehicle is returned pursuant to section 42-10-103 (1), a manufacturer, a manufacturer's agent, or a manufacturer's authorized dealer shall, before the resale of the motor vehicle in this state:
	(a) Notify the department of revenue that the motor vehicle was returned to the manufacturer, the manufacturer's agent, or the manufacturer's authorized dealer pursuant to section 42-10-103 (1);
	(b) Attach a decal to the motor vehicle that clearly and conspicuously reads "Lemon Law Buyback" on the body post to which the driver's door latches, also known as the driver's door B pillar, on the date the motor vehicle is returned and shall not remove the decal; and
	(c) Apply for a lemon law buyback branded certificate of title pursuant to article 6 of this title 42 in the manufacturer's, the manufacturer's agent's, or the manufacturer's authorized dealer's name.
	(2) A seller of a motor vehicle, including a manufacturer or dealer, who knows or should have known that the motor vehicle is a lemon law buyback vehicle shall clearly and conspicuously

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	disclose that the motor vehicle is a lemon law buyback vehicle before the sale of the motor vehicle.
	(3) The seller of a lemon law buyback vehicle shall not remove a lemon law buyback decal from the lemon law buyback vehicle.
23. Point of sale notice of lemon law rights	Every authorized motor vehicle dealer shall include a form, containing the manufacturer's name and business address, with each motor vehicle owner's manual on which the consumer may give written notification of any defect, as such notification is required by paragraph (c) of this subsection (2) [of § 42-10-103], and the form shall clearly and conspicuously disclose that written notification by certified mail of the nonconformity is required, in order for the consumer to obtain remedies under this article. Colo. Rev. Stat. § 42-10-103
24. Limitation on other rights and remedies	Nothing in this article shall in any way limit the rights or remedies which are otherwise available to a consumer under any other state law or any federal law. Nothing in this article shall affect the other rights and duties between the consumer and a seller, lessor, or lienholder of a motor vehicle or the rights between any of them. Nothing in this article shall be construed as imposing a liability on any authorized dealer with respect to a manufacturer or creating a cause of action by a manufacturer against its authorized dealer; except that failure by an authorized dealer to properly prepare a motor vehicle for sale, to properly install options on a motor vehicle, or to properly make repairs on a motor vehicle, when such preparation, installation, or repairs would have prevented or cured a nonconformity, shall be actionable by the manufacturer. Colo. Rev. Stat. § 42-10-105