

SENATE BILL 849

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6lr3093
CF HB 1395

By: **Senator Gallion**

Introduced and read first time: February 6, 2026

Assigned to: Finance

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 18, 2026

CHAPTER _____

1 AN ACT concerning

2 **Consumer Protection – Agricultural Equipment Warranties**

3 FOR the purpose of requiring, for purposes of making a claim under a warranty for certain
4 agricultural equipment, a consumer to provide written notice to certain parties to
5 report a nonconformity, defect, or condition occurring in the agricultural equipment;
6 requiring a consumer to provide an opportunity for certain parties to correct the
7 nonconformity, defect, or condition; requiring certain parties to correct the
8 nonconformity, defect, or condition in a certain manner; requiring certain parties to
9 provide a consumer with the opportunity to replace agricultural equipment or receive
10 a refund under certain circumstances; making a violation of this Act an unfair,
11 abusive, or deceptive trade practice that is subject to enforcement and penalties
12 under the Maryland Consumer Protection Act; and generally relating to the
13 enforcement of warranties for agricultural equipment.

14 BY repealing and reenacting, with amendments,
15 Article – Commercial Law
16 Section 13–301(14)(xlvii)
17 Annotated Code of Maryland
18 (2025 Replacement Volume)

19 BY repealing and reenacting, without amendments,
20 Article – Commercial Law
21 Section 13–301(14)(xlviii)
22 Annotated Code of Maryland
23 (2025 Replacement Volume)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 BY adding to
2 Article – Commercial Law
3 Section 13–301(14)(xlix); and 14–15A–01 through 14–15A–05 to be under the new
4 subtitle “Subtitle 15A. Agricultural Equipment Warranty Enforcement Act”
5 Annotated Code of Maryland
6 (2025 Replacement Volume)

7 BY repealing and reenacting, without amendments,
8 Article – Criminal Law
9 Section 6–401(b)
10 Annotated Code of Maryland
11 (2021 Replacement Volume and 2025 Supplement)

12 BY repealing and reenacting, without amendments,
13 Article – Transportation
14 Section 11–103.3 and 11–159
15 Annotated Code of Maryland
16 (2020 Replacement Volume and 2025 Supplement)

17 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
18 That the Laws of Maryland read as follows:

19 **Article – Commercial Law**

20 13–301.

21 Unfair, abusive, or deceptive trade practices include any:

22 (14) Violation of a provision of:

23 (xlvii) Title 14, Subtitle 50 of this article; [or]

24 (xlviii) Section 13–411.1(c)(2) of the Transportation Article; or

25 **(XLIX) TITLE 14, SUBTITLE 15A OF THIS ARTICLE; OR**

26 **SUBTITLE 15A. AGRICULTURAL EQUIPMENT WARRANTY ENFORCEMENT ACT.**

27 **14–15A–01.**

28 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
29 **INDICATED.**

1 **(B) (1) “AGRICULTURAL EQUIPMENT” MEANS ANY SELF-PROPELLED**
2 **VEHICLE DESIGNED PRIMARILY FOR AND USED IN THE OCCUPATION OR BUSINESS**
3 **OF FARMING.**

4 **(2) “AGRICULTURAL EQUIPMENT” DOES NOT INCLUDE:**

5 **(I) AN OFF-ROAD VEHICLE AS DEFINED IN § 6-401(B) OF THE**
6 **CRIMINAL LAW ARTICLE;**

7 **(II) AN ALL-TERRAIN VEHICLE AS DEFINED IN § 11-103.3 OF**
8 **THE TRANSPORTATION ARTICLE;**

9 **(III) SPECIAL MOBILE EQUIPMENT AS DEFINED IN § 11-159 OF**
10 **THE TRANSPORTATION ARTICLE;**

11 **(IV) EQUIPMENT UNDER 25 HORSEPOWER;**

12 **(V) A LAWN TRACTOR; OR**

13 **(VI) A LAWN MOWER.**

14 **(C) “CONSUMER” MEANS:**

15 **(1) THE PURCHASER OF NEW AGRICULTURAL EQUIPMENT OTHER**
16 **THAN FOR PURPOSES OF RESALE;**

17 **(2) A PERSON TO WHOM NEW AGRICULTURAL EQUIPMENT IS**
18 **TRANSFERRED DURING THE DURATION OF THE WARRANTY APPLICABLE TO THE**
19 **AGRICULTURAL EQUIPMENT; OR**

20 **(3) ANY OTHER PERSON WHO IS ENTITLED TO ENFORCE THE**
21 **OBLIGATIONS OF THE WARRANTY.**

22 **(D) “MANUFACTURER, FACTORY BRANCH, OR AUTHORIZED DEALER”**
23 **MEANS A PERSON ENGAGED IN THE BUSINESS OF MANUFACTURING, ASSEMBLING,**
24 **OR DEALING AGRICULTURAL EQUIPMENT, AS APPLICABLE.**

25 **(E) “SEASON OF USE” MEANS ANY PERIOD WHEN THE AGRICULTURAL**
26 **EQUIPMENT IS ACTIVELY EMPLOYED IN THE ROUTINE OPERATIONS OF A FARMING**
27 **BUSINESS.**

28 **(F) “WARRANTY” INCLUDES A WARRANTY AS DESCRIBED IN §§ 2-312**
29 **THROUGH 2-315 OF THIS ARTICLE, AS APPLICABLE.**

1 (G) "WARRANTY PERIOD" MEANS THE LATER OF:

2 (1) THE PERIOD OF TIME STATED UNDER THE TERMS OF AN EXPRESS
3 WRITTEN WARRANTY; OR

4 (2) THE FIRST YEAR IMMEDIATELY FOLLOWING THE ORIGINAL DATE
5 OF DELIVERY OF THE EQUIPMENT TO THE FIRST CONSUMER.

6 14-15A-02.

7 THIS SUBTITLE APPLIES ONLY TO AGRICULTURAL EQUIPMENT SOLD ON OR
8 AFTER JANUARY 1, 2026.

9 14-5A-03.

10 (A) (1) (I) IF AGRICULTURAL EQUIPMENT DOES NOT CONFORM TO ALL
11 APPLICABLE WARRANTIES DURING THE WARRANTY PERIOD, THE CONSUMER,
12 DURING THE WARRANTY PERIOD, SHALL REPORT THE NONCONFORMITY, DEFECT,
13 OR CONDITION BY PROVIDING WRITTEN NOTICE TO THE MANUFACTURER OR
14 FACTORY BRANCH BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

15 (II) IT SHALL BE THE DUTY OF A DEALER TO NOTIFY THE
16 MANUFACTURER OF ANY NOTICE RECEIVED UNDER SUBPARAGRAPH (I) OF THIS
17 PARAGRAPH.

18 (2) THE CONSUMER SHALL PROVIDE AN OPPORTUNITY FOR THE
19 MANUFACTURER OR FACTORY BRANCH OR ITS AGENT OR DEALER TO CORRECT THE
20 NONCONFORMITY, DEFECT, OR CONDITION.

21 (3) THE MANUFACTURER OR FACTORY BRANCH, ITS AGENT, OR ITS
22 AUTHORIZED DEALER SHALL CORRECT THE NONCONFORMITY, DEFECT, OR
23 CONDITION:

24 (I) AT NO CHARGE TO THE CONSUMER REGARDLESS OF
25 WHETHER THE REPAIRS ARE MADE AFTER THE EXPIRATION OF THE WARRANTY
26 PERIOD; AND

27 (II) WITHIN 30 DAYS AFTER THE MANUFACTURER'S OR
28 FACTORY DEALER'S RECEIPT OF THE CONSUMER'S NOTIFICATION OF THE
29 NONCONFORMITY, DEFECT, OR CONDITION UNDER PARAGRAPH (1) OF THIS
30 SUBSECTION.

1 **(B) (1) SUBJECT TO SUBSECTION (C) OF THIS SECTION, IF, AFTER A**
2 **REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER OR FACTORY BRANCH,**
3 **ITS AGENT, OR ITS AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY**
4 **DEFECT OR CONDITION THAT SUBSTANTIALLY IMPAIRS THE USE AND MARKET**
5 **VALUE OF THE AGRICULTURAL EQUIPMENT TO THE CONSUMER, THE**
6 **MANUFACTURER OR FACTORY BRANCH, AT THE OPTION OF THE CONSUMER, SHALL:**

7 **(I) REPLACE THE AGRICULTURAL EQUIPMENT WITH**
8 **COMPARABLE AGRICULTURAL EQUIPMENT THAT IS ACCEPTABLE TO THE**
9 **CONSUMER; OR**

10 **(II) ACCEPT RETURN OF THE AGRICULTURAL EQUIPMENT**
11 **FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE**
12 **PRICE, INCLUDING ALL LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR**
13 **GOVERNMENTAL CHARGES, LESS A REASONABLE ALLOWANCE FOR:**

14 **1. THE CONSUMER'S USE OF THE EQUIPMENT; AND**

15 **2. DAMAGE THAT IS NOT ATTRIBUTABLE TO NORMAL**
16 **WEAR OR A NONCONFORMITY, DEFECT, OR CONDITION.**

17 **(2) THE MANUFACTURER OR FACTORY BRANCH SHALL MAKE**
18 **REFUNDS UNDER PARAGRAPH (1) OF THIS SUBSECTION TO THE CONSUMER AND**
19 **LIENHOLDER, IF ANY, AS THE INTERESTS OF THE CONSUMER AND LIENHOLDER, IF**
20 **ANY, APPEAR.**

21 **(3) IT IS AN AFFIRMATIVE DEFENSE TO A CLAIM UNDER PARAGRAPH**
22 **(1) OF THIS SUBSECTION THAT THE NONCONFORMITY, DEFECT, OR CONDITION:**

23 **(I) DOES NOT SUBSTANTIALLY IMPAIR THE USE AND MARKET**
24 **VALUE OF THE AGRICULTURAL EQUIPMENT; OR**

25 **(II) IS THE RESULT OF ABUSE, NEGLIGENCE, OR UNAUTHORIZED**
26 **MODIFICATIONS OR ALTERATIONS OF THE AGRICULTURAL EQUIPMENT.**

27 **(C) (1) IT SHALL BE PRESUMED THAT A REASONABLE NUMBER OF**
28 **ATTEMPTS HAVE BEEN MADE TO CONFORM AGRICULTURAL EQUIPMENT TO THE**
29 **APPLICABLE WARRANTIES IF:**

30 **(I) THE SAME NONCONFORMITY, DEFECT, OR CONDITION HAS**
31 **BEEN SUBJECT TO REPAIR FOUR OR MORE TIMES BY THE MANUFACTURER OR**
32 **FACTORY BRANCH OR ITS AGENTS OR AUTHORIZED DEALERS WITHIN THE**

1 WARRANTY PERIOD, BUT THE NONCONFORMITY, DEFECT, OR CONDITION
2 CONTINUES TO EXIST; OR

3 (II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE
4 AGRICULTURAL EQUIPMENT IS OUT OF SERVICE DURING THE SEASON OF USE FOR A
5 CUMULATIVE TOTAL OF 30 OR MORE CALENDAR DAYS DURING THE WARRANTY
6 PERIOD DUE TO THE REPAIR OR ATTEMPTED REPAIR OF ONE OR MORE
7 NONCONFORMITIES, DEFECTS, OR CONDITIONS.

8 (2) THE 30-DAY PERIOD DESCRIBED UNDER PARAGRAPH (1)(II) OF
9 THIS SUBSECTION DOES NOT INCLUDE A DAY ON WHICH A CONSUMER HAS BEEN
10 OFFERED OR PROVIDED BY A MANUFACTURER OR FACTORY BRANCH OR ITS
11 AUTHORIZED DEALERS THE USE OF OTHER AGRICULTURAL EQUIPMENT THAT
12 PERFORMS THE SAME FUNCTION AS THE CONSUMER'S AGRICULTURAL EQUIPMENT
13 BEING REPAIRED.

14 (D) THE TERM OF A WARRANTY, THE WARRANTY PERIOD, AND THE 30-DAY
15 OUT-OF-SERVICE PERIOD DESCRIBED UNDER SUBSECTION (C)(1)(II) OF THIS
16 SECTION SHALL BE EXTENDED BY ANY TIME DURING WHICH REPAIR SERVICES ARE
17 NOT AVAILABLE TO THE CONSUMER BY REASON OF WAR, INVASION, STRIKE, OR
18 FIRE, FLOOD, OR OTHER NATURAL DISASTER.

19 (E) THE PRESUMPTION DESCRIBED UNDER SUBSECTION (C) OF THIS
20 SECTION DOES NOT APPLY AGAINST A MANUFACTURER IF A CONSUMER HAS NOT
21 PROVIDED:

22 (1) PRIOR DIRECT WRITTEN NOTIFICATION IN ACCORDANCE WITH
23 SUBSECTION (A)(1) OF THIS SECTION; AND

24 (2) THE OPPORTUNITY TO CORRECT THE ALLEGED
25 NONCONFORMITY, DEFECT, OR CONDITION IN ACCORDANCE WITH SUBSECTION
26 (A)(2) OF THIS SECTION.

27 (F) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A CONSUMER
28 WHO SUFFERS A LOSS BECAUSE OF A VIOLATION OF A PROVISION OF THIS SECTION
29 MAY BRING A CIVIL ACTION TO ENFORCE THE PROVISION.

30 (2) AN ACTION BROUGHT UNDER PARAGRAPH (1) OF THIS
31 SUBSECTION SHALL BE COMMENCED NOT LATER THAN:

32 ~~(1) 6 MONTHS AFTER THE EARLIER OF 600 HOURS OF~~
33 ~~OPERATION OR THE EXPIRATION OF THE EXPRESSLY WRITTEN WARRANTY TERM; OR~~

1 11-103.3.

2 “All-terrain vehicle” means a motor vehicle that:

- 3 (1) (i) Is designed for off-highway use;
- 4 (ii) Operates on at least three low-pressure tires;
- 5 (iii) Has a seat or saddle designed to be straddled by the operator;
- 6 (iv) Has handlebars for steering;
- 7 (v) Is intended by the manufacturer to be operated by a single
8 operator; and
- 9 (vi) May be designed to carry one passenger; or
- 10 (2) (i) Is designed for off-highway use;
- 11 (ii) Operates on four or more low-pressure tires;
- 12 (iii) Has a bench or bucket-style seating; and
- 13 (iv) Has a steering wheel for steering.

14 11-159.

15 (a) “Special mobile equipment” means, except as provided in subsection (c) of this
16 section, a vehicle that:

- 17 (1) Is not used primarily for highway transportation of people or property;
18 and
- 19 (2) Is operated or moved on a highway only as an incident to its
20 nonhighway use.

21 (b) “Special mobile equipment” includes a road construction or maintenance
22 machine, mobile crane, ditchdigger, well driller, concrete mixer, jobsite office vehicle, or
23 portable power generator.

24 (c) “Special mobile equipment” does not include a farm tractor or any farm
25 equipment.

26 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
27 October 1, 2026.