National Programs
BBB AUTO LINE®

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 *nonconformity*.
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** [42-10-103-2(a)]	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** [42-10-103-2(c)]	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.
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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21. **Dealer liability** [42-10-105]	Nothing in the lemon law is to 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, properly install options, or properly make repairs, when such preparation, installation or repairs would have prevented or cured a nonconformity, is actionable by the manufacturer. 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.

PURCHASER	
TITLE BRANDING	No.

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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 nonconformity defined**	"Safety-based nonconformity" means a nonconformity that: (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: (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 resale of returned vehicles**	**(1)** **(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 seven-day 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