

Nevada Lemon Law Summary

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	18 months following original delivery to the consumer.
ELIGIBLE VEHICLE	Any self-propelled vehicle in, upon or by which any person or property is or may be transported upon a public highway. Excludes motor homes, off-road vehicles, electric bicycles, and electric scooters. Appears to cover used vehicles.
ELIGIBLE CONSUMER	“Buyer” defined as (1) a person who purchases or contracts to purchase, for purposes other than resale, a motor vehicle normally used for personal, family, or household purposes; (2) any person to whom the motor vehicle is transferred during the time a manufacturer’s express warranty applicable to the motor vehicle is in effect; and (3) any other person entitled by the terms of the warranty to enforce its obligations. Appears not to cover lessees.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of the expiration of the warranties or one year after original delivery.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Earlier of the expiration of the warranties or one year after original delivery.
PRESUMPTION OR DEFINITION	Presumption: during earlier of the express warranty or one year following original delivery, either (1) four or more repair attempts, or (2) out of service for 30 or more calendar days.
NOTICE TO MANUFACTURER	Written notification to the manufacturer within the earlier of the express warranty or within one year following original delivery.
FINAL OPPORTUNITY TO REPAIR	Not specified.
REASONABLE ALLOWANCE	Refund only: use by the buyer before first report of the nonconformity and during any subsequent period when the vehicle is not out of service for repairs.
DISPUTE RESOLUTION	Before seeking refund or replacement, consumer must resort to manufacturer’s program if it complies with 16 C.F.R. Part 703.

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DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	Yes.

NEVADA LEMON LAW SUMMARY	
1. Citation	Nevada Rev. Stat. §§ 597.600 through 597.688.
2. Motor vehicle covered	Covers a motor vehicle, defined as any self-propelled vehicle in, upon or by which any person or property is or may be transported upon a public highway. Excludes motor homes, off-road vehicles, electric bicycles, and electric scooters. Appears to cover used vehicles.
3. Consumer covered	Covers the “buyer”, defined as: (1) A person who purchases or contracts to purchase, for purposes other than resale, a motor vehicle normally used for personal, family or household purposes; (2) Any person to whom the motor vehicle is transferred during the time a manufacturer’s express warranty applicable to the motor vehicle is in effect; and (3) Any other person entitled by the terms of the warranty to enforce its obligations. Appears not to cover lessees.
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and value of the motor vehicle to the buyer is referred to as a <i>nonconformity</i> . A nonconformity may not be the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle.
5. Warranty defined	Not defined.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If a new motor vehicle does not conform to all of the manufacturer’s applicable express warranties, and the buyer reports the nonconformity in writing to the manufacturer before the expiration of the manufacturer’s express warranties or one year after the date of the motor vehicle’s delivery to the original buyer – whichever is earlier – then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the express warranty. The necessary repairs must be made even if the term of the warranty or the one-year period has expired.

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8. Manufacturer's obligation to repurchase or replace	If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting a nonconformity after a <i>reasonable number of attempts</i> , the manufacturer must either replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, within the time the express warranty is in effect or within one year following the date of the motor vehicle's delivery to the original buyer, whichever occurs first, either of the following occurs:</p> <ul style="list-style-type: none"> (1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agent or authorized dealer but the nonconformity continues to exist, or (2) The motor vehicle is out of service for repairs for a cumulative total of 30 or more calendar days. <p>The 30-day period is extended by any period of time in which the necessary repairs cannot be made for reasons that are beyond the control of the manufacturer, its agent or authorized dealer.</p>
10. Notice of nonconformity and final opportunity to repair	Buyer must report the nonconformity in writing to the manufacturer before the expiration of the manufacturer's express warranties or one year after the date of the motor vehicle's delivery to the original buyer – whichever is earlier
11. Affirmative defenses	Not specified.
12. Refund	<p>Refund consists of:</p> <ul style="list-style-type: none"> (1) The full purchase price, and (2) All sales taxes, license fees, registration fees and other similar governmental charges; (3) Less a reasonable allowance for the buyer's use of the vehicle.
13. Replacement	Replacement is a comparable motor vehicle of the same model and having the same features as the replaced vehicle, or if such a vehicle cannot be delivered to the buyer within a reasonable time, then a comparable motor vehicle substantially similar to the replaced vehicle.
14. Reasonable allowance	Applies to a refund only. A reasonable allowance for use is that amount directly attributable to use by the buyer before the first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the vehicle is not out of service for repairs.
15. Refund of sales tax	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.

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17. Attorney's fees	A person who incurs an injury or damages as the proximate result of a violation of the provisions of the lemon law may commence an action in a court of competent jurisdiction for the recovery of his or her actual damages, costs, and reasonable attorney's fees and for any punitive damages that the facts may warrant.
18. Statute of limitations	An action must be commenced within 18 months after the date of the vehicle's original delivery to the buyer.
19. Manufacturer-sponsored arbitration	If the manufacturer has established or designated an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the buyer may not bring an action under the provisions requiring refund or replacement unless the buyer has first resorted to the informal dispute settlement procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	<p>A manufacturer, or its agent or authorized dealer, who reacquires a motor vehicle pursuant NRS 597.630 that was registered in this State, or any other state, the District of Columbia or any territory or possession of the United States, or who assists a lienholder in reacquiring such a motor vehicle, shall, before selling, leasing or transferring ownership of the motor vehicle in this State or exporting the motor vehicle to another state for sale, lease or transfer:</p> <p>(a) Cause the motor vehicle to be retitled in the name of the manufacturer;</p> <p>(b) Request the Department of Motor Vehicles to inscribe the certificate of ownership for the motor vehicle with the notation "Lemon Law Buyback"; and</p> <p>(c) Affix a decal to the motor vehicle's left front doorframe, or if the motor vehicle does not have a left front doorframe, in a location designated by the Department of Motor Vehicles. The decal must specify that the certificate of title to the motor vehicle has been permanently inscribed with the notation "Lemon Law Buyback." A person shall not knowingly remove or alter any decal affixed to a motor vehicle pursuant to this subsection, regardless of whether the motor vehicle is licensed pursuant to this chapter.</p> <p>Any person, including any manufacturer or dealer, who sells, leases or transfers ownership of a motor vehicle when the certificate of ownership for the motor vehicle is inscribed with the notation "Lemon Law Buyback" shall, before the sale, lease, or ownership transfer of the motor vehicle, submit to the transferee a written disclosure signed by the transferee stating that:</p> <p>THIS VEHICLE WAS REPURCHASED BY ITS MANUFACTURER BECAUSE OF A DEFECT IN THE VEHICLE PURSUANT TO CONSUMER WARRANTY LAWS. THE TITLE TO THIS VEHICLE HAS BEEN PERMANENTLY INSCRIBED WITH THE NOTATION "LEMON LAW BUYBACK."</p>
23. Point of sale notice of lemon law rights	Not specified.

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24. Limitation on waiver	Any provision in any agreement between the manufacturer or its agent or authorized dealer and the buyer that provides that the buyer agrees to waive or forego any rights or remedies afforded by the lemon law is void.
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