

TRANSCRIPT PREPARED BY THE CLERK OF THE LEGISLATURE
Transcriber's Office

February 14, 2000 LB 1018

SENATOR CROSBY: Thank you, Senator Bromm. Senator Bromm, your light is next if you'd like to continue.

SENATOR BROMM: Well, at this point, if he would like, I would offer Senator Chambers the opportunity to make some comments or ask some questions on this time.

SENATOR CROSBY: Senator Chambers.

SENATOR CHAMBERS: Thank you, Madam President, and thank you, Senator Bromm. Let's look on page 15, just so anybody who's interested will know where I'm beginning this discussion. That is where your amendatory language would be, in line 23, where we strike "requires or allows" and insert, which does not take place in Nebraska, and so forth. That's where we're starting so that we're dealing with a vehicle, the purchase transaction of which took place in another state, and delivery is to be in Nebraska. Let's say that it's in...the delivery is to be in your town where there's only one dealer. Under this, the dealer need not be one who sells that particular kind of vehicle, just any dealer. But if the dealer does not sell that kind of vehicle, the dealer must tell in writing, going over to page 14...16, tell the buyer that the dealer, quote, starting in line 4, "cannot provide repairs or inspections pursuant to the manufacturer's warranty." The dealer has to tell me, you're buying a Honda, it's got to come through me, but I cannot perform any repairs and I cannot perform any inspections that would be required under your manufacturer warranty. Is that what the language of the law is saying?

SENATOR BROMM: I read it...

SENATOR CROSBY: Senator Bromm.

SENATOR BROMM: I read it that way, Senator Chambers.

SENATOR CHAMBERS: Okay. But it does say that the dealer has to tell the person that he or she "is jointly and severally" liable...well, it says "responsible with the seller for compliance with all laws and contracts". Does that mean that even though the dealer must say, I cannot perform these repairs,