

### **151B.300 Definitions for KRS 151B.300 to 151B.335.**

As used in KRS 151B.300 to 151B.335, unless the context indicates otherwise:

- (1) "Individual with disabilities" means any individual who is considered to have a mental or physical disability, impairment, or handicap for purposes of any other law of this state or of the United States, including any rules or regulations thereunder.
- (2) "Assistive device" means any item, device, piece of equipment, or product system or component thereof, including a demonstrator, that is designed and used to increase, maintain, or improve functional capabilities of individuals with disabilities in the areas of seeing, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself, or working. The term includes, but is not limited to:
  - (a) Manual wheelchairs;
  - (b) Motorized wheelchairs;
  - (c) Motorized scooters;
  - (d) Other aids that enhance the mobility of an individual;
  - (e) Hearing aids;
  - (f) Assistive listening devices;
  - (g) Other aids that enhance an individual's ability to hear or communicate;
  - (h) Voice-synthesized computer modules;
  - (i) Optical scanners;
  - (j) Talking software;
  - (k) Braille printers;
  - (l) Large print materials;
  - (m) Other devices that enhance an individual's ability to access print or communicate;
  - (n) Other devices such as environmental controls;
  - (o) Adaptive transportation aids;
  - (p) Communication boards; and
  - (q) Modified environments.
- (3) "Assistive device dealer" means a person who is in the business of selling new assistive devices.
- (4) "Assistive device lessor" means a person who leases new assistive devices to consumers, or who holds the lessor's rights, under a written lease.
- (5) "Collateral costs" means expenses incurred by a consumer in connection with the repair of a nonconformity, including the cost of sales tax and of obtaining an alternative assistive device.
- (6) "Consumer" means any person, including a public agency or other private organization, who acquires an assistive device on behalf of or for the benefit of an individual with a disability who:

- (a) Purchases an assistive device from an assistive device manufacturer, its agent, or authorized dealer for purposes other than resale;
  - (b) Obtains or otherwise receives an assistive device for purposes other than resale, provided the transfer occurs before the expiration of an express warranty applicable to the assistive device;
  - (c) Possesses the right to enforce the express warranty; or
  - (d) Leases an assistive device from an authorized assistive device lessor under a written lease.
- (7) "Demonstrator" means an assistive device used primarily for the purpose of demonstration to the public.
- (8) "Early termination cost" means an expense or obligation that an assistive device lessor incurs as a result of both the termination of a written lease before the termination date set forth in that lease, and the return of an assistive device to the manufacturer. The term includes any penalty for prepayment under a finance arrangement.
- (9) "Early termination savings" means an expense or obligation that an assistive device lessor avoids as a result of both the termination of a written lease before the termination date set forth in that lease and the return of an assistive device to the manufacturer. The term includes an interest charge that the assistive device lessor would have paid to finance the assistive device or, if the assistive device lessor does not finance the assistive device, the difference between the total period of the lease remaining after the early termination and the present value of that amount at the date of the early termination.
- (10) "Manufacturer" means a person who manufactures or assembles assistive devices including agents of that person, an importer, a distributor, a factory branch, distributor branch, and any warrantors of the manufacturer's assistive device, but does not include an assistive device dealer or an assistive device lessor.
- (11) "Nonconformity" means a specific condition or generic defect or malfunction, or a defect or condition of a component of the assistive device that substantially impairs the use, value, or safety of an assistive device, and that is covered by an express warranty applicable to the assistive device or to a component of the assistive device, but does not include:
- (a) A condition of the device that is the result of abuse, neglect, unauthorized modification, or alteration of the assistive device by the consumer.
  - (b) A condition of the device that is the result of normal use which may be resolved through a fitting or other routine adjustment, proper preventative maintenance, or care in accordance with written instructions provided with the assistive device.
- (12) "Reasonable attempt to repair" means any of the following occurring within the term of an express warranty applicable to a new assistive device:
- (a) The new assistive device has been subject to repair two (2) or more times, for the same nonconformity, by the manufacturer, its agent, or authorized assistive device dealer or lessor, and the nonconformity continues; or

- (b) The assistive device is out of service for an aggregate of at least thirty (30) cumulative calendar days because of warranty nonconformities. The thirty (30) days shall begin upon the day the consumer first makes the assistive device available for repair to the manufacturer, its agent, or authorized dealer or lessor.

**Effective:** July 15, 1998

**History:** Created 1998 Ky. Acts ch. 221, sec. 1, effective July 15, 1998.