

82.5 Obligations of the repair shop.

The repair shop shall:

(a) upon the request of any customer, make an estimate in writing of the parts and labor necessary for each specific repair or service offered and shall not charge for work done or parts supplied in excess of the estimate without the consent of such customer. The repair shop may charge a reasonable fee for making an estimate. The estimate shall contain the following: the customer's name, the name and facility number of the repair shop, the date of the estimate, a list of parts necessary for each specific repair together with the costs for each part, indicating any parts which are not new parts of at least original equipment quality, the labor charge for each repair together with the costs of each labor charge, year and make of vehicle, registration plate number or vehicle identification number, a description of the problem reported by the customer, and a statement informing the customer of his right to receive replaced parts if the customer makes a written request for such return. In addition, for body parts, the repair shop must indicate if the part is a new original equipment manufacturer part, a new after market equipment manufacturer part or a used part. A statement on an estimate that all body parts are in one of the three classes except as otherwise indicated complies with this last requirement. All information on an estimate must be legible;

(b) not perform any services not authorized by the customer by a work order. If a repair shop prepares a written work order, a copy shall be given to the customer. If a written work order is prepared by the customer, such work order shall be attached to the invoice. If the customer gives an oral work order, the oral work order shall be noted on the invoice and shall include the date, time and manner of authorization and by whom such authorization was given;

(c) provide the customer with an invoice. An invoice shall contain the following information: the name, address and facility number of the repair shop, the date of the invoice, the date the vehicle was presented to the repair shop for repair or services, a list of all parts supplied and labor performed, including the cost for each such part and labor, a notation indicating the status of any part used which is not new and of at least original quality (*i.e.*, used, rebuilt, etc.), the odometer reading at the time the invoice was prepared, a promised date of delivery, if any such date was given, the name of the customer, year, make, and plate number and/or vehicle identification number of the vehicle, the terms and time limit of any guarantee for the repair work performed, a description of the problem reported by the customer, and the repair shop registration number. If the inflatable restraint system is replaced, the invoice shall indicate the name and tax identification number from whom the inflatable restraint was purchased. If such system is a salvage unit, the invoice must also state the dismantler's registration number, the vehicle identification number of the vehicle from which the unit came and the part number from the salvage inflatable restraint system. The invoice must indicate "salvage inflatable restraint system" if a salvage unit was used. The insurer and

consumer shall receive a copy of the purchase invoice for the replacement inflatable restraint system. A repair performed under warranty requires an invoice which complies with this subdivision. In addition, if body parts were used in the repair, the invoice must indicate if each such part is a new original equipment manufacturer part, a new after-market equipment manufacturer part or a used part. A statement on an invoice that all body parts are in one of the three classes except as otherwise indicated complies with this last requirement. All information on an invoice must be legible;

(d) return replaced parts if a timely written demand is made by the customer. If work is authorized over the telephone, it shall be presumed that the customer wants his parts returned and the repair shop shall keep such parts until the customer or his agent appears to retrieve the motor vehicle at which time the replaced parts shall be given to the customer if he so directs. Customers may not waive their rights to replaced parts over the telephone. This subdivision does not apply to parts, components or equipment normally sold on an exchange basis or subject to a manufacturer's warranty;

(e) operate the vehicle while in its possession only in accordance with the directions of the customer or as is necessary to repair or road-test the vehicle;

(f) make repairs covered by guarantee;

(g) provide quality repairs;

(h) not commit a fraud or a deceptive practice;

(i) not grossly overcharge;

(j) upon request of the customer, return the registration number plates to the customer, or, within 24 hours of the request, personally deliver or mail by special delivery first-class mail to the nearest motor vehicle office the registration number plates and a notice that the vehicle is being held to satisfy a lien for storage or repairs;

(k) [*Reserved*]

(l) complete repairs in a prompt and timely fashion unless needed parts are unavailable or extraordinary circumstances prevent it;

(m) not service an air conditioning system unless it uses approved motor vehicle refrigerant recycling equipment; and

(n) an activated/deployed, or stolen inflatable restraint may only be replaced with a unit newly manufactured for first-time use. However, a salvaged undeployed inflatable restraint system may be used as a replacement only if the consumer specifically requests a salvaged unit and proper documentation procedures are followed. However,

nothing shall require a repair shop to install a salvaged inflatable restraint. In addition, on and after March 1, 1998, only a new inflatable restraint system or a salvage unit certified according to standards established by a nationally recognized testing, engineering and research body may be used for an inflatable restraint repair or replacement.