

Motor Vehicle Procedure Manual
Title and Lien
Manufacturer’s Buy Back

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Legal Authority

[Chapter 681, Florida Statutes](#), provides for consumer protection for those who purchase defective motor vehicles.

[Section 319.14\(1\)\(a\), Florida Statutes](#), provides that no person shall knowingly offer for sale, sell, or exchange any vehicle which has been repurchased by a manufacturer pursuant to a settlement, determination or decision under Chapter 681, until the department has stamped in a conspicuous place on the certificate of title of the vehicle, or its duplicate, words stating the nature of the previous use of the vehicle or the title has been stamped “Manufacturer’s Buy Back” to reflect that the vehicle is a nonconforming vehicle.

Description and Use

This procedure provides information and instructions to assist employees of the tax collector, license plate agent and the Florida Highway Safety and Motor Vehicles (FLHSMV) in processing an application for a certificate of title to a motor vehicle bought back by a manufacturer pursuant to the Florida lemon law.

Documentation And Special Instructions

When a consumer files a claim under Florida's Lemon Law with a manufacturer-sponsored informal dispute resolution procedure (e.g. BBB/AUTOLINE, Ford Dispute Settlement Board, Chrysler Customer Arbitration Board, etc.), the Florida New Motor Vehicle Arbitration Board administered by the Office of the Attorney General or the Recreational Vehicle Pilot Mediation/Arbitration Program, or

a court and a manufacturer repurchases the vehicle, either as a result of a settlement or a decision, the title must be branded “Manufacturer’s Buy Back.”

If the manufacturer submits an affidavit that the vehicle was repurchased due to a settlement reached before a claim was filed with a manufacturer-sponsored informal dispute resolution procedure, the Florida New Motor Vehicle Arbitration Board, the Recreational Vehicle Pilot Mediation/Arbitration Program or a court, then, the title is not issued with the brand “Manufacturer’s Buy Back.”

The following documentation must be submitted:

1. The certificate of title in the owner’s name, completed for transfer over to the manufacturer in the “Transfer of Title by Seller” section.
2. Form HSMV 82040, Application for Certificate of Title with/without Vehicle Registration accurately completed in the manufacturer’s name.
3. A certified copy of the “Resale Disclosure of Nonconformity.”
4. The “OTHER” space in the “Sales Tax Exemption Certification” section of form HSMV 82040, must be completed with the following wording: “OBTAINED PURSUANT TO CHAPTER 681, FLORIDA STATUTES.” . If this statutory language is not included, the application will be rejected.
5. The Florida license plate number transferred to or purchased for the motor vehicle, or a non-use affidavit.
6. Title fee.

General Information

- A. When the new certificate of title is issued to the manufacturer, it will reflect the brand “Manuf Buy Bk.”
- B. Florida cannot remove “Manuf Buy Bk” previously branded by another state.
- C. To remove the brand “Manuf Buy Bk,” the customer must submit the certificate of title, an affidavit requesting the removal of the brand, the current odometer reading and the proper title fee. The Manuf Buy Back brand cannot be removed from NMVTIS even if Florida is the state that originally branded it. **Please contact Field Support Helpdesk to remove the brand.**

Revision(s)

07/29/22: Verbiage added to General Information (C, 2); Please contact Field Support Helpdesk to remove the brand.

07/18/18: Added links to Statutes, Historical Revisions Section, and Bullets A-D in General Information.

05/21/10: Added clarification and a Note to page 2.

Exhibit A Resale Disclosure of Nonconformity

EXHIBIT A

Attorney General of Florida

Resale Disclosure of Nonconformity

Please refer to instructions on reverse side.

PART I: To be Completed Upon Acceptance of the Returned Vehicle

Vehicle Make: _____ Model: _____ Year: _____
Vehicle Identification Number: _____
Odometer Reading: _____ Previous Title No.: _____ State: _____

This is a **used** vehicle. The original owner returned this vehicle to the manufacturer because it contained one or more nonconformities which were not repaired after a reasonable number of attempts. This vehicle was repurchased by the manufacturer on _____ as a result of:
(Date)

_____ A settlement reached or a decision rendered by the _____
(Informal Dispute Settlement Program)

_____ A settlement reached or a decision rendered by the Fla. New Motor Vehicle Arbitration Board. Case # _____

_____ A court decision made pursuant to an action brought under Chapter 681, F.S. (The Florida Lemon Law)

_____ An arbitration, administrative, or judicial determination made pursuant to the _____
Lemon Law (State)

This vehicle was alleged or determined to have the following nonconformities: _____

Manufacturer Representative:

Name and Title (please print)	Signature	Date
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PART II: To be Completed Upon Transfer by the Manufacturer

Transferee:

Name and Title (please print)	Signature	Date
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Address of Transferee (please print): _____

At the time of each transfer of such returned motor vehicle, the transferor shall ensure that the transferee receives this form and that this form remains with the vehicle.

PART III: To be Completed Upon Sale or Lease to the Ultimate Consumer

Seller or Lessor:

Name and Title (please print)	Signature	Date
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Address of Seller or Lessor (please print): _____

The signature of the Seller or Lessor constitutes agreement that disclosure of the information on this form will be made to the consumer prior to the sale or lease of this vehicle in the state where such transaction occurs. From the date of delivery of this motor vehicle to the first consumer to whom it is sold or leased after its return to the manufacturer pursuant to Part I hereof, the manufacturer warrants to correct the nonconformities listed at Part I above for a term of 12 months or 12,000 miles, whichever occurs first.

I read, or had read to me, the terms of this disclosure before I purchased or leased this vehicle.

Consumer Signature	Date
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Consumer Name and Address (please print): _____

WHITE: Manufacturer to Attorney General PINK: Seller/lessor to Attorney General YELLOW: Consumer copy

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