

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED \_\_\_\_\_ (Y/N)  
ADOPTED AS AMENDED \_\_\_\_\_ (Y/N)  
ADOPTED W/O OBJECTION \_\_\_\_\_ (Y/N)  
FAILED TO ADOPT \_\_\_\_\_ (Y/N)  
WITHDRAWN \_\_\_\_\_ (Y/N)  
OTHER \_\_\_\_\_

1 Committee/Subcommittee hearing bill: Commerce Committee  
2 Representative Griffitts offered the following:

3  
4 **Amendment (with title amendment)**

5 Remove everything after the enacting clause and insert:

6 **Section 1. Section 604.40, Florida Statutes, is amended to**  
7 **read:**

8 604.40 Farm equipment; protection against defective farm  
9 equipment.—

10 (1) As used in this section, the term:

11 (a) "Farm equipment" means all power-drawn, power-driven,  
12 or self-propelled equipment primarily designed for use on a farm  
13 or primarily designed to transport farm products.

14 (b) "Consumer" means a purchaser or lessee of farm  
15 equipment, other than for purposes of resale, or a person

Amendment No.

16 entitled to enforce the obligations of the warranty during the  
17 duration of the farm equipment warranty period.

18 (2) Notwithstanding any other law, ordinance, rule, or  
19 policy to the contrary, farm equipment all power drawn, power-  
20 driven, or self-propelled equipment used on a farm or used to  
21 transport farm products may be stored, maintained, or repaired  
22 by the owner within the boundaries of the owner's farm and at  
23 least 50 feet away from any public road without limitation.

24 ~~(2)~~ This subsection ~~section~~ does not apply to farm  
25 equipment ~~that is~~ used in urban agriculture, as defined in s.  
26 604.73(3).

27 (3) (a) If farm equipment is defective and does not conform  
28 to all applicable express written warranties, the consumer may  
29 report the defect in writing to the manufacturer or its  
30 authorized service agent during the manufacturer's warranty  
31 period or during the 1-year period following the original  
32 delivery date of the farm equipment to the consumer to allow the  
33 manufacturer or its authorized agent the opportunity to conform  
34 the farm equipment to the warranty. Upon receipt of such report,  
35 the manufacturer or its authorized agent shall make such repairs  
36 as are necessary to conform the equipment to the warranty. Such  
37 repairs shall be at no cost to the consumer.

38 (b) The manufacturer or its authorized agent shall replace  
39 the farm equipment with comparable farm equipment, or accept the  
40 return of the defective farm equipment from the consumer and

603659 - h0637-strike.docx

Published On: 2/25/2026 7:34:19 PM

Amendment No.

41 refund the consumer and the lienholder or holder of a security  
42 interest, if any, the cash purchase price, including sales tax,  
43 license fees, registration fees, and any similar governmental  
44 charges less a reasonable offset for prior use and depreciation  
45 of the farm equipment, if the manufacturer or its authorized  
46 dealer is not able to or otherwise fails to conform the farm  
47 equipment to any applicable express written warranty after a  
48 reasonable number of attempts.

49 (c) It is presumed that the manufacturer has made a  
50 reasonable number of attempts to conform the farm equipment to  
51 the applicable express warranties if the same nonconformity has  
52 been the subject of repair three or more times by the  
53 manufacturer or its authorized agent but the nonconformity  
54 continues to exist. All reasonable attempts to conform the farm  
55 equipment to the manufacturer's warranty must be made within 18  
56 months after the consumer reports the defect to the manufacturer  
57 in accordance with paragraph (a).

58 (d) In no event shall the presumption provided in  
59 paragraph (c) apply to a manufacturer unless the manufacturer or  
60 its authorized agent has received prior direct written  
61 notification from or on behalf of the consumer and been offered  
62 an opportunity to cure the alleged defect.

63 (e) The allowable repair period shall be extended by any  
64 period of time during which repair services are not available to

Amendment No.

65 the consumer because of war, invasion, strike, fire, flood, or  
66 natural disaster.

67 (f) It is an affirmative defense to any claim under this  
68 subsection that:

69 1. An alleged nonconformity does not substantially impair  
70 the farm equipment's use and market value; or

71 2. A nonconformity is the result of abuse or neglect, or  
72 of modifications to or alterations of the farm equipment not  
73 authorized by the manufacturer.

74 (g) Any consumer who suffers a loss by reason of a  
75 violation of this subsection may bring a civil action to enforce  
76 such provision.

77 (h) This section applies to farm equipment sold on or  
78 after July 1, 2026.

79 **Section 2.** This act shall take effect July 1, 2026.

80  
81 -----

82 **T I T L E A M E N D M E N T**

83 Remove everything before the enacting clause and insert:  
84 An act relating to farm equipment; amending s. 604.40,  
85 F.S.; defining the term "farm equipment"; conforming  
86 provisions to changes made by the act; authorizing a  
87 consumer to report farm equipment that is defective  
88 and does not conform to specified warranties to the  
89 manufacturer or its authorized service agent during a

Amendment No.

90 specified timeframe to allow the manufacturer or its  
91 authorized agent to conform such farm equipment to  
92 such warranty; requiring the manufacturer or its  
93 authorized agent to make such repairs to conform the  
94 farm equipment to the warranty upon receipt of such  
95 report; requiring that such repairs be at no cost to  
96 the consumer; requiring the manufacturer or its  
97 authorized agent to replace or accept the return of  
98 the defective farm equipment under certain  
99 circumstances; providing a presumption; providing  
100 affirmative defenses; providing civil remedies;  
101 providing applicability; providing an effective date.