

2001 BILL 12

First Session, 25th Legislature, 50 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 12

FARM IMPLEMENT AMENDMENT ACT, 2001

MR. HORNER

First Reading

Second Reading

Committee of the Whole

Third Reading

Royal Assent

Bill 12
Mr. Horner

BILL 12

2001

FARM IMPLEMENT AMENDMENT ACT, 2001

(Assented to _____, 2001)

HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of Alberta, enacts as follows:

Amends SA
1982 cF-4.1

1 The *Farm Implement Act* is amended by this Act.

2 Section 1 is amended

(a) by repealing clause (d) and substituting the following:

(d) “farm implement” means any implement, equipment, engine, motor, machine, combine, tractor or attachment used or intended for use in farming operations but does not include any thing excluded from the definition of farm implement by the regulations;

(b) in clause (g) by adding “farming” before “use”.

3 Section 3(1)(e) is amended by striking out “that has a value greater than \$200”.

Explanatory Notes

1 Amends chapter F-4.1 of the Statutes of Alberta, 1982.

2 Section 1(d) and (g) presently read:

1 In this Act,

(d) “farm implement” includes any implement, equipment, engine, motor, machine, combine, tractor or attachment used or intended for use in farming operations;

(g) “purchaser” means a farmer who purchases a farm implement for his own use.

3 Section 3(1)(e) presently reads:

3(1) Every sale agreement of a farm implement, whether new or used,

(e) if the sale agreement relates to more than one farm implement, shall show a purchase price for each farm implement, including any attachment and accessory that has a value greater than \$200,

Implied
warranty,
power

4 Section 4(1) is repealed and the following is substituted:

4(1) A sale agreement for a new farm implement that is an engine or motor or has an engine or motor as a composite part of it shall state the net power of the farm implement as shown in the manufacturer's specifications or advertising, and that farm implement is deemed to be warranted as being capable of developing the power as stated in the sale agreement if it is properly used and maintained and used under reasonable operating conditions.

5 Section 6(2)(b) is amended by striking out "100 hours" and substituting "50 hours".

6 Section 22 is amended

- (a) in subsection (1)(e)(i) by striking out "severely";**
- (b) in subsection (4) by repealing clause (b) and substituting the following:**
 - (b) for each unused part**

4 Section 4(1) presently reads:

4(1) A sale agreement shall state,

(a) in the case of a new tractor, the drawbar power or the power takeoff power, and

(b) in the case of a new farm implement other than a tractor, which

(i) is an engine or motor, or

(ii) has an engine or motor as a composite part of it,

the net power of the farm implement,

as shown in the manufacturer's specifications or advertising, and that tractor or other farm implement shall be deemed to be warranted as being capable of developing the power as stated in the sale agreement if it is properly used and maintained and used under reasonable operating conditions.

5 Section 6(2) presently reads:

(2) When a new farm implement that is properly used and maintained and used under reasonable operating conditions fails to perform the work for which it is intended in a satisfactory manner during

(a) any of the first 10 days of actual use of the farm implement, whether or not those days are consecutive, or

(b) the first 100 hours of actual use of the farm implement, whether or not that period is continuous,

whichever occurs first, from the time the farm implement is first used within the first normal season of use after it is delivered to the purchaser, the purchaser may, within that season, give notice under subsection (3) of the farm implement's failure to perform that work.

6 Section 22 presently reads in part:

22(1) In this section and in section 23,

(e) "unused part" means a part or parts assembly that has not been used, but does not include

(i) a part that has been broken or severely damaged,

(4) A distributor shall pay to a dealer

- (i) 90% of the current net price if the agreement is terminated by the consent of the distributor and the dealer,
- (ii) 90% of the current net price if the agreement is terminated by the dealer, or
- (iii) 100% of the current net price if the agreement expires or is terminated by the distributor,

(c) by adding the following after subsection (10):

(10.1) A distributor shall pay for transportation costs for the removal of the unused farm implements and unused parts from the possession of a dealer.

(10.2) If unused farm implements and unused parts are not removed within the 91-day period referred to in subsection (10)(a)(ii), the distributor shall pay to the dealer reasonable storage costs until the unused farm implements and unused parts are removed.

(10.3) Despite subsection (10.2), if the time period referred to in subsection (10)(a)(ii) has been extended, the date for removal of unused farm implements and unused parts is extended to the date the extension expires.

7 Section 29 is amended by adding the following after clause (o):

- (p) respecting exclusions from the definition of farm implement.

(a) *for each unused farm implement as listed on the original invoice for that farm implement, an amount equal to the sum of*

(i) *100% of the invoice price less any discounts allowed by the distributor, and*

(ii) *transportation costs paid by the dealer from the point of manufacture of the farm implement to the dealer's place of business, as evidenced by an invoice of the carrier of the farm implement,*

and

(b) *for each unused part, 85% of the current net price,*

together with interest at the rate prescribed in the regulations on any amount payable, calculated from the 1st day of the 2nd month following the day the amount becomes due and owing.

(10) *The dealer*

(a) *is responsible for the care and custody of an unused farm implement or unused part that the distributor is required to purchase until*

(i) *the day the distributor removes it from the dealer's possession at his place of business,*

(ii) *the 91st day after the day the distributor receives the notice to purchase from the dealer, or*

(iii) *if the time period in subclause (ii) has been extended, the day the extension expires,*

whichever day first occurs, and after that day the distributor is responsible;

(b) *is responsible for doing the acts necessary*

(i) *to adequately prepare each unused farm implement so that it is acceptable by a carrier for shipment from the dealer's place of business, and*

(ii) *to adequately package, crate or otherwise prepare all unused parts so that they are acceptable by a carrier for shipment from the dealer's place of business.*

7 Lieutenant Governor in Council regulations.