

**TITLE 12 TRADE, COMMERCE, AND BANKING**  
**CHAPTER 2 CONSUMER PROTECTION**  
**PART 9 NEGOTIATING A SALE IN A LANGUAGE OTHER THAN ENGLISH**

**12.2.9.1 ISSUING AGENCY:** Office of the New Mexico Attorney General.  
[12.2.9.1 NMAC - N, 9/15/09]

**12.2.9.2 SCOPE:** Transactions that are negotiated in a language other than English and are finalized in an English-written agreement.  
[12.2.9.2 NMAC - N, 9/15/09]

**12.2.9.3 STATUTORY AUTHORITY:** The New Mexico Unfair Practices Act, Section 57-12-1, et seq. NMSA 1978 and New Mexico False Advertising Act, Section 57-15-1 et seq., NMSA 1978.  
[12.2.9.3 NMAC - N, 9/15/09]

**12.2.9.4 DURATION:** Permanent  
[12.2.9.4 NMAC - N, 9/15/09]

**12.2.9.5 EFFECTIVE DATE:** September 15, 2009, unless a later date is cited at the end of a section.  
[12.2.9.5 NMAC - N, 9/15/09]

**12.2.9.6 OBJECTIVE:** The purpose of this rule is to deter unfair and deceptive practices that result in economic harm to consumers in transactions that are negotiated in a language other than English and are finalized in an English-written agreement without a translation of the material terms and conditions in the same language used in the oral sales presentation or negotiations.  
[12.2.9.6 NMAC - N, 9/15/09]

**12.2.9.7 DEFINITIONS:**

**A.** "Trade and commerce" includes the advertising, offering for sale, distribution, lease, rental or loan of goods or any services and any property and any other article, commodity or thing of value, or in the extension of credit or in the collection of debts by a person, including any trade or commerce directly or indirectly affecting the people of this state.

**B.** "Language principally used" means the language that is used to discuss, present, or negotiate the material terms and conditions of the sale regardless of the partial use of some concepts, phrases or words in the English Language during the negotiations or sales presentation.  
[12.2.9.7 NMAC - N, 9/15/09]

**12.2.9.8 UNFAIR OR DECEPTIVE TRADE PRACTICE:** It is an unfair and deceptive business trade practice for any seller to fail to furnish the buyer with a summary translation of any receipt or contract pertaining to the sale of goods or services at the time of its execution that is in the same language as that principally used in the oral sales presentation or negotiations.  
[12.2.9.8 NMAC - N, 9/15/09]

**12.2.9.9 REQUIREMENTS WHEN ANOTHER LANGUAGE OTHER THAN ENGLISH IS USED TO SELL GOODS AND SERVICES:**

**A.** The summary translation must contain the material terms and conditions of the parties' agreement.  
**B.** Sellers must also furnish the English language receipt or contract.  
**C.** If the language used principally during the oral presentation or negotiations is not a written language, the seller or his representative must provide a summary containing the material terms and conditions in English but must also read the material terms and conditions orally to the consumer in language used during the presentation or negotiations. The reader must certify that he or she is fluent in that language and that he or she accurately read the summary translation to the buyer in the language principally used during the oral presentation or negotiation.  
[12.2.9.9 NMAC - N, 9/15/09]

**12.2.9.10 SEVERABILITY:** If any part of this rule is held invalid, the remainder and the application thereof shall not be affected.  
[12.2.9.10 NMAC - N, 9/15/09]

**HISTORY OF 12.2.9 NMAC:** [RESERVED]