action with respect to such used vehicle and provided at no extra charge beyond the price of the used vehicle.

(6) **Implied warranty** means an implied warranty arising under State law (as modified by the Magnuson-Moss Act) in connection with the sale by a dealer of a used vehicle.

(7) **Service contract** means a contract in writing for any period of time or any specific mileage to refund, repair, replace, or maintain a used vehicle and provided at an extra charge beyond the price of the used vehicle, provided that such contract is not regulated in your State as the business of insurance.

(8) **You** means any dealer, or any agent or employee of a dealer, except where the term appears on the window form required by §455.2(a).

§ 455.2 Consumer sales—window form.

(a) **General duty.** Before you offer a used vehicle for sale to a consumer, you must prepare, fill in as applicable and display on that vehicle a “Buyers Guide” as required by this Rule.

(1) The Buyers Guide shall be displayed prominently and conspicuously in any location on a vehicle and in such a fashion that both sides are readily readable. You may remove the form temporarily from the vehicle during any test drive, but you must return it as soon as the test drive is over.

(2) The capitalization, punctuation and wording of all items, headings, and text on the form must be exactly as required by this Rule. The entire form must be printed in 100% black ink on a white stock no smaller than 11 inches high by 7½ inches wide in the type styles, sizes and format indicated.
BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE: ___________________ MODEL: ___________________ YEAR: ____________ VIN NUMBER: ___________________

DEALER STOCK NUMBER (optional)

WARRANTIES FOR THIS VEHICLE:

☐ AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

☐ WARRANTY

☐ FULL ☐ LIMITED WARRANTY: The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED: __________________________ DURATION: __________________________

________________________________________________________________________

________________________________________________________________________

☐ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.
Below is a list of some major defects that may occur in used motor vehicles:

Frame & Body

- Punctures, corrosion, dents, or rusted through
- Displacement-crank or twisted frame

Engine

- Oil leakage, excluding normal leakage
- Leaking oil or fuel
- Bells, missing or inoperable
- Any oil or fluid leaks, except brake fluids and engine oil
- Acremic exhaust discharge

Transmission & Drive Shaft

- No leakage, excluding normal leakage
- Crossed or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Incapable of driving, or incapable of maintaining in any gear
- Manual clutch slips or chatter

Differential

- No leakage, excluding normal leakage
- Crossed or damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System

- Leaking including radiator
- Insufficient flushing water pump

Electrical System

- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System

- Visible leakage

Inoperative Accessories

- Gauges, warning devices
- Air conditioner
- Heater & defroster

Base System

- Front wheel big light broken
- Front tires below DOT spec.
- Rear tires below DOT spec.
- Does not stop vehicle in straight (DOT spec.)
- Moisture damaged
- Drum or rotor too thin (DOT spec.)
- Linings or pads less than 0.125 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Steering System

- Slight free play or steering wheel (DOT spec.)
- Free play in linkage more than 0.04 inch
- Steering gear birth or noise
- Power unit not operating or leaking
- Power unit failure

Suspension System

- Bumper parts damaged
- Structural parts, tire, or damage
- Air bag system disconnected
- Spring broken
- Shock absorber leaking, loose
- Punctured, badly damaged, or missing
- Power unit not operating or leaking

Tires

- Tread depth less than 0.25 inch
- Bulge, mismatched
- Inside damage

Wheels

- Visible cracks, damage or repairs
- Wearing bolts loose or missing

Exhaust System

- Leaking

When filling out the form, follow the directions in (b) through (e) of this section and § 455.4 of this part.

(b) Warranties—(1) No Implied Warranty—“As Is”/No Warranty. (i) If you offer the vehicle without any implied warranty, i.e., “as is,” mark the box provided. If you offer the vehicle with implied warranties only, substitute the disclosure specified below, and mark the box provided. If you first offer the vehicle “as is” or with implied warranties only but then sell it with a warranty, cross out the “As Is—No Warranty” or “Implied Warranties Only” disclosure, and fill in the warranty terms in accordance with paragraph (b)(2) of this section.

(ii) If your State law limits or prohibits “as is” sales of vehicles, that State law overrides this part and this rule does not give you the right to sell “as is.” In such States, the heading “As Is—No Warranty” and the paragraph immediately accompanying that phrase must be deleted from the form, and the following heading and paragraph must be substituted. If you sell
vehicles in States that permit “as is” sales, but you choose to offer implied warranties only, you must also use the following disclosure instead of “As Is—No Warranty”: 1

IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, State law “implied warranties” may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

(2) Full/Limited Warranty. If you offer the vehicle with a warranty, briefly describe the warranty terms in the space provided. This description must include the following warranty information:

(i) Whether the warranty offered is “Full” or “Limited.” 2 Mark the box next to the appropriate designation.

(ii) Which of the specific systems are covered (for example, “engine, transmission, differential”). You cannot use shorthand, such as “drive train” or “power train” for covered systems.

(iii) The duration (for example, “30 days or 1,000 miles, whichever occurs first”).

(iv) The percentage of the repair cost paid by you (for example, “The dealer will pay 100% of the labor and 100% of the parts.”)

(v) If the vehicle is still under the manufacturer’s original warranty, you may add the following paragraph below the “Full/Limited Warranty” disclosure: MANUFACTURER’S WARRANTY STILL APPLIES. The manufacturer’s original warranty has not expired on the vehicle. Consult the manufacturer’s warranty booklet for details as to warranty coverage, service location, etc.

If, following negotiations, you and the buyer agree to changes in the warranty coverage, mark the changes on the form, as appropriate. If you first offer the vehicle with a warranty, but then sell it without one, cross out the offered warranty and mark either the “As Is—No Warranty” box or the “Implied Warranties Only” box, as appropriate.

(3) Service contracts. If you make a service contract (other than a contract that is regulated in your State as the business of insurance) available on the vehicle, you must add the following heading and paragraph below the “Full/Limited Warranty” disclosure and mark the box provided. 3

A service contract is available at an extra charge on this vehicle. If you buy a service contract within 90 days of the time of sale, State law “implied warranties” may give you additional rights.

(c) Name and Address. Put the name and address of your dealership in the space provided. If you do not have a dealership, use the name and address of your place of business (for example, your service station) or your own name and home address.

(d) Make, Model, Model Year, VIN. Put the vehicle’s name (for example, “Chevrolet”), model (for example, “Vega”), model year, and Vehicle Identification Number (VIN) in the spaces provided. You may write the dealer stock number in the space provided or you may leave this space blank.

(e) Complaints. In the space provided, put the name and telephone number of the person who should be contacted if any complaints arise after sale.

(f) Optional Signature Line. In the space provided for the name of the individual to be contacted in the event of complaints after sale, you may include a signature line for a buyer’s signature. If you opt to include a signature line, you must include a disclosure in immediate proximity to the signature line stating: “I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.” You may pre-print this language on the form if you choose.

[49 FR 45725, Nov. 19, 1984, as amended at 60 FR 62205, Dec. 5, 1995]

1 See §455.5 n. 4 for the Spanish version of this disclosure.

2 A “Full” warranty is defined by the Federal Minimum Standards for Warranty set forth in 104 of the Magnuson-Moss Warranty Act, 15 U.S.C. 2304 (1975). The Magnuson-Moss Warranty Act does not apply to vehicles manufactured before July 4, 1975. Therefore, if you choose not to designate “Full” or “Limited” for such cars, cross out both designations, leaving only “Warranty”.

3 See §455.5 n. 4 for the Spanish version of this disclosure.