

**§ 455.2**

**16 CFR Ch. I (1-1-14 Edition)**

dealer sells or offers for sale a used vehicle in or affecting commerce as *commerce* is defined in the Federal Trade Commission Act:

(1) To misrepresent the mechanical condition of a used vehicle;

(2) To misrepresent the terms of any warranty offered in connection with the sale of a used vehicle; and

(3) To represent that a used vehicle is sold with a warranty when the vehicle is sold without any warranty.

(b) It is an unfair act or practice for any used vehicle dealer, when that dealer sells or offers for sale a used vehicle in or affecting commerce as *commerce* is defined in the Federal Trade Commission Act:

(1) To fail to disclose, prior to sale, that a used vehicle is sold without any warranty; and

(2) To fail to make available, prior to sale, the terms of any written warranty offered in connection with the sale of a used vehicle.

(c) The Commission has adopted this Rule in order to prevent the unfair and deceptive acts or practices defined in paragraphs (a) and (b). It is a violation of this Rule for any used vehicle dealer to fail to comply with the requirements set forth in §§ 455.2 through 455.5 of this part. If a used vehicle dealer complies with the requirements of §§ 455.2 through 455.5 of this part, the dealer does not violate this Rule.

(d) The following definitions shall apply for purposes of this part:

(1) *Vehicle* means any motorized vehicle, other than a motorcycle, with a gross vehicle weight rating (GVWR) of less than 8500 lbs., a curb weight of less than 6,000 lbs., and a frontal area of less than 46 sq. ft.

(2) *Used vehicle* means any vehicle driven more than the limited use necessary in moving or road testing a new vehicle prior to delivery to a consumer, but does not include any vehicle sold only for scrap or parts (title documents surrendered to the State and a salvage certificate issued).

(3) *Dealer* means any person or business which sells or offers for sale a used vehicle after selling or offering for sale five (5) or more used vehicles in the

previous twelve months, but does not include a bank or financial institution, a business selling a used vehicle to an employee of that business, or a lessor selling a leased vehicle by or to that vehicle's lessee or to an employee of the lessee.

(4) *Consumer* means any person who is not a used vehicle dealer.

(5) *Warranty* means any undertaking in writing, in connection with the sale by a dealer of a used vehicle, to refund, repair, replace, maintain or take other 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 7¼ 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.

28 pt Trumvirate Bold caps

2 pt Rule

10/12 Trumvirate Bold c & ic  
flush left ragged right  
maximum line 42 picas

10 pt Baseline Rule  
6 pt Trumvirate Bold caps

10 pt Baseline Rule  
6 pt Trumvirate Bold caps

10 pt Trumvirate Bold caps

2 pt Rule

54 pt Box  
42 pt Trumvirate Bold caps

10/10 Trumvirate Bold c & ic  
flush left ragged right  
maximum line 42 picas

1 pt Rule

54 pt Box  
42 pt Trumvirate Bold caps

10/10 Trumvirate Bold c & ic  
4 1/2 picas indent on 2nd  
line

10 pt Trumvirate Bold caps

10 pt Baseline Rule

10/10 Trumvirate Bold c & ic  
maximum line 42 picas

10/10 Trumvirate Bold caps  
flush left ragged right  
maximum line 42 picas

10/10 Trumvirate Bold c & ic  
flush left ragged right  
maximum line 42 picas

Below is a list of some major defects that may occur in used motor vehicles.

**Frame & Body**  
 Frame-cracks, corrective welds, or rusted through  
 Dogtracks—bent or twisted frame

**Engine**  
 Oil leakage, excluding normal seepage  
 Cracked block or head  
 Belts missing or inoperable  
 Knocks or misses related to camshaft lifters and push rods  
 Abnormal exhaust discharge

**Transmission & Drive Shaft**  
 Improper fluid level or leakage, excluding normal seepage  
 Cracked or damaged case which is visible  
 Abnormal noise or vibration caused by faulty transmission or drive shaft  
 Improper shifting or functioning in any gear  
 Manual clutch slips or chatters

**Differential**  
 Improper fluid level or leakage excluding normal seepage  
 Cracked or damaged housing which is visible  
 Abnormal noise or vibration caused by faulty differential

**Cooling System**  
 Leakage including radiator  
 Improperly functioning water pump

**Electrical System**  
 Battery leakage  
 Improperly functioning alternator, generator, battery, or starter

**Fuel System**  
 Visible leakage

**Inoperable Accessories**  
 Gauges or warning devices  
 Air conditioner  
 Heater & Defroster

**Brake System**  
 Failure warning light broken  
 Pedal not firm under pressure (DOT spec.)  
 Not enough pedal reserve (DOT spec.)  
 Does not stop vehicle in straight (DOT spec.)  
 Hoses damaged  
 Drum or rotor too thin (Mfgr. Specs)  
 Lining or pad thickness less than 1/32 inch  
 Power unit not operating or leaking  
 Structural or mechanical parts damaged

**Steering System**  
 Too much free play at steering wheel (DOT specs.)  
 Free play in linkage more than 1/4 inch  
 Steering gear binds or jams  
 Front wheels aligned improperly (DOT specs.)  
 Power unit belts cracked or slipping  
 Power unit fluid level improper

**Suspension System**  
 Ball joint seals damaged  
 Structural parts bent or damaged  
 Stabilizer bar disconnected  
 Spring broken  
 Shock absorber mounting loose  
 Rubber bushings damaged or missing  
 Radius rod damaged or missing  
 Shock absorber leaking or functioning improperly

**Tires**  
 Tread depth less than 2/32 inch  
 Sizes mismatched  
 Visible damage

**Wheels**  
 Visible cracks, damage or repairs  
 Mounting bolts loose or missing

**Exhaust System**  
 Leakage

12 pt Triumvirate Bold lc  
 flush left ragged right  
 maximum line 42 picas

2 pt Rule

8/9 Triumvirate Bold c & lc  
 flush left ragged right  
 maximum line 20 picas  
 1 em indent on 2nd line

2 pt Rule

DEALER

ADDRESS

SEE FOR COMPLAINTS

10 pt Baseline Rule  
 6 pt Triumvirate Bold caps

2 pt Rule

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

10/12 Triumvirate Bold c & lc  
 maximum line 42 picas

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 War-

ranty” 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

## Federal Trade Commission

## § 455.2

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”:<sup>1</sup>

### 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.”<sup>2</sup> 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.<sup>3</sup>

#### Service Contract

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 make (for example, “Chevrolet”), model (for example, “Corvette”), 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; 77 FR 73914, Dec. 12, 2012]

<sup>3</sup>See § 455.5 n. 4 for the Spanish version of this disclosure.

<sup>1</sup>See § 455.5 n. 4 for the Spanish version of this disclosure.

<sup>2</sup>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”.