

## § 453.6

(3) The funeral provider is unable to contact a family member or other authorized person after exercising due diligence, has no reason to believe the family does not want embalming performed, and obtains subsequent approval for embalming already performed (expressly so described). In seeking approval, the funeral provider must disclose that a fee will be charged if the family selects a funeral which requires embalming, such as a funeral with viewing, and that no fee will be charged if the family selects a service which does not require embalming, such as direct cremation or immediate burial.

(b) *Preventive requirement.* To prevent these unfair or deceptive acts or practices, funeral providers must include on the itemized statement of funeral goods and services selected, required by § 453.2(b)(5), the statement: “If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.”

### § 453.6 Retention of documents.

To prevent the unfair or deceptive acts or practices specified in §§ 453.2 and 453.3 of this rule, funeral providers must retain and make available for inspection by Commission officials true and accurate copies of the price lists specified in §§ 453.2(b) (2) through (4), as applicable, for at least one year after the date of their last distribution to customers, and a copy of each statement of funeral goods and services selected, as required by § 453.2(b)(5), for at least one year from the date of the arrangements conference.

### § 453.7 Comprehension of disclosures.

To prevent the unfair or deceptive acts or practices specified in §§ 453.2 through 453.5, funeral providers must make all disclosures required by those sections in a clear and conspicuous manner. Providers shall not include in the casket, outer burial container, and general price lists, required by §§ 453.2(b)(2)–(4), any statement or infor-

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mation that alters or contradicts the information required by this part to be included in those lists.

### § 453.8 Declaration of intent.

(a) Except as otherwise provided in § 453.2(a), it is a violation of this rule to engage in any unfair or deceptive acts or practices specified in this rule, or to fail to comply with any of the preventive requirements specified in this rule;

(b) The provisions of this rule are separate and severable from one another. If any provision is determined to be invalid, it is the Commission’s intention that the remaining provisions shall continue in effect.

(c) This rule shall not apply to the business of insurance or to acts in the conduct thereof.

### § 453.9 State exemptions.

If, upon application to the Commission by an appropriate state agency, the Commission determines that:

(a) There is a state requirement in effect which applies to any transaction to which this rule applies; and

(b) That state requirement affords an overall level of protection to consumers which is as great as, or greater than, the protection afforded by this rule; then the Commission’s rule will not be in effect in that state to the extent specified by the Commission in its determination, for as long as the State administers and enforces effectively the state requirement.

## PART 455—USED MOTOR VEHICLE TRADE REGULATION RULE

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## Federal Trade Commission

## § 455.2

FIGURE 6 TO PART 455—BACK OF BUYERS GUIDE (SPANISH)

AUTHORITY: 15 U.S.C. 2309; 15 U.S.C. 41–58.

SOURCE: 49 FR 45725, Nov. 19, 1984, unless otherwise noted.

### § 455.1 General duties of a used vehicle dealer; definitions.

(a) It is a deceptive 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 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, unless offering such contract is “the business of insurance” and such business is regulated by State law.

(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).

[49 FR 45725, Nov. 19, 1984, as amended at 81 FR 81678, Nov. 18, 2016]

### § 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 the applicable “Buyers Guide” illustrated by Figures 1-2 at the end of this part. Dealers may use remaining stocks of the version of the Buyers Guide in effect prior to the effective date of this Rule for up to one year after that effective date (*i.e.*, until January 27, 2018). Dealers who opt to use their existing stock and choose to disclose the applicability of a non-dealer warranty, must add the

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following as applicable below the “Full/Limited Warranty” disclosure: “Manufacturer’s Warranty still applies. The manufacturer’s original warranty has not expired on the vehicle;” “Manufacturer’s Used Vehicle Warranty Applies;” or “Other Used Vehicle Warranty Applies,” followed by the statement, “Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.”

(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 7 1/4 inches wide in the type styles, sizes and format indicated. When filling out the form, follow the directions in paragraphs (b) through (f) of this section and § 455.4.

(b) *Warranties*—(1) *No Implied Warranty*—“As Is’/No Dealer Warranty. (i) If you offer the vehicle without any implied warranty, *i.e.*, “as is,” mark the box appearing in Figure 1. If you offer the vehicle with implied warranties only, substitute the IMPLIED WARRANTIES ONLY disclosure specified in paragraph (b)(1)(ii) of this section, and mark the IMPLIED WARRANTIES ONLY box illustrated by Figure 2. 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 Dealer 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 Dealer Warranty” and the paragraph immediately accompanying that phrase must be deleted from the form, and the following heading and

paragraph must be substituted as illustrated in the Buyers Guide in Figure 2. 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 Dealer Warranty” as illustrated by the Buyers Guide in Figure 2. See § 455.5 for the Spanish version of this disclosure.

### *IMPLIED WARRANTIES ONLY*

The dealer doesn’t make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state’s laws 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.” Mark the box next to the appropriate designation. A “Full” warranty is defined by the Federal Minimum Standards for Warranty set forth in section 104 of the Magnuson-Moss Act, 15 U.S.C. 2304 (1975). The Magnuson-Moss Act does not apply to vehicles manufactured before July 4, 1975. Therefore, if you choose not to designate “Full” or “Limited” for such vehicles, cross out both designations, leaving only “Warranty.”

(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) You may, but are not required to, disclose that a warranty from a source other than the dealer applies to the vehicle. If you choose to disclose the applicability of a non-dealer warranty, mark the applicable box or boxes beneath “NON-DEALER WARRANTIES FOR THIS VEHICLE” to indicate: “MANUFACTURER’S WARRANTY STILL APPLIES. The manufacturer’s original warranty has not expired on

some components of the vehicle," "MANUFACTURER'S USED VEHICLE WARRANTY APPLIES," and/or "OTHER USED VEHICLE WARRANTY APPLIES."

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 Dealer Warranty" box or the "Implied Warranties Only" box, as appropriate.

(3) *Service contracts.* If you make a service contract available on the vehicle, you must add the following heading and paragraph below the Non-Dealer Warranties Section and mark the box labeled "Service Contract," unless offering such service contract is "the business of insurance" and such business is regulated by State law. *See* § 455.5 for the Spanish version of this disclosure.

**SERVICE CONTRACT.** A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws 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; 81 FR 81678, Nov. 18, 2016]

#### **§ 455.3 Window form.**

(a) *Form given to buyer.* Give the buyer of a used vehicle sold by you the window form displayed under § 455.2 containing all of the disclosures required by the Rule and reflecting the warranty coverage agreed upon. If you prefer, you may give the buyer a copy of the original, so long as that copy accurately reflects all of the disclosures required by the Rule and the warranty coverage agreed upon.

(b) *Incorporated into contract.* The information on the final version of the window form is incorporated into the contract of sale for each used vehicle you sell to a consumer. Information on the window form overrides any contrary provisions in the contract of sale. To inform the consumer of these facts, include the following language conspicuously in each consumer contract of sale:

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

#### **§ 455.4 Contrary statements.**

You may not make any statements, oral or written, or take other actions which alter or contradict the disclosures required by §§ 455.2 and 455.3. You may negotiate over warranty coverage, as provided in § 455.2(b) of this part, as long as the final warranty terms are identified in the contract of sale and summarized on the copy of the window form you give to the buyer.

#### **§ 455.5 Spanish language sales.**

(a) If you conduct a sale in Spanish, the window form required by § 455.2 and the contract disclosures required by § 455.3 must be in that language. You may display on a vehicle both an English language window form and a

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Spanish language translation of that form. Use the translation and layout for Spanish language sales in Figures 4, 5, and 6.

(b) Use the following language for the “Implied Warranties Only” disclosure when required by § 455.2(b)(1) as illustrated by Figure 5:

### SOLO GARANTÍAS IMPLÍCITAS

El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las *garantías implícitas* según las leyes estatales podrían darle algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando compró el vehículo.

(c) Use the following language for the “Service Contract” disclosure required by § 455.2(b)(3) as illustrated by Figures 4 and 5:

**CONTRATO DE MANTENIMIENTO.** Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las *garantías implícitas* según las leyes de su estado podrían darle derechos adicionales.

(d) Use the following language if you choose to use the Optional Signature Line provided by § 455.2(f):

Por este medio confirmo que he recibido copia de la Guía del Comprador al momento de la compraventa.

[81 FR 81679, Nov. 18, 2016]

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### § 455.6 State exemptions.

(a) If, upon application to the Commission by an appropriate State agency, the Commission determines, that—

(1) There is a State requirement in effect which applies to any transaction to which this rule applies; and

(2) That State requirement affords an overall level of protection to consumers which is as great as, or greater than, the protection afforded by this Rule; then the Commission’s Rule will not be in effect in that State to the extent specified by the Commission in its determination, for as long as the State administers and enforces effectively the State requirement.

(b) Applications for exemption under subsection (a) should be directed to the Secretary of the Commission. When appropriate, proceedings will be commenced in order to make a determination described in paragraph (a) of this section, and will be conducted in accordance with subpart C of part 1 of the Commission’s Rules of Practice.

### § 455.7 Severability.

The provisions of this part are separate and severable from one another. If any provision is determined to be invalid, it is the Commission’s intention that the remaining provisions shall continue in effect.

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FIGURE 1 TO PART 455—“AS IS” – NO DEALER WARRANTY BUYERS GUIDE (ENGLISH)

FIGURE 1 TO PART 455 – “AS IS” - NO DEALER WARRANTY Buyers Guide  
(English)

**BUYERS GUIDE**

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

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VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)
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**WARRANTIES FOR THIS VEHICLE:**

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**AS IS - NO DEALER WARRANTY**  
THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

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**DEALER WARRANTY**

**FULL WARRANTY.**

**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, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:** \_\_\_\_\_

**DURATION:** \_\_\_\_\_

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**NON-DEALER WARRANTIES FOR THIS VEHICLE:**

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**MANUFACTURER'S WARRANTY STILL APPLIES.** The manufacturer's original warranty has not expired on some components of the vehicle.

**MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.**

**OTHER USED VEHICLE WARRANTY APPLIES.**

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

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**SERVICE CONTRACT.** A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

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**ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.**

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/ususedcars](http://ftc.gov/ususedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

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1 pt rule

8.5 pt bold & regular, caps & lc

0.5 pt rule

6 pt regular caps

12 pt bold caps

2 pt rule

22 pt box, 1 pt stroke

24 pt bold caps

8.5 pt regular, caps & lc

1 pt dashed rule

22 pt box, 1 pt stroke

24 pt bold caps

8 pt boxes, 1 pt stroke

8.5 pt regular, italic, caps & lc

10.2 pt leading

9 pt bold caps, 2 columns

12 pt bold caps

2 pt rule

8 pt boxes, 1 pt stroke

8.5 pt regular, caps & lc

10.2 pt leading

1 pt rule

8 pt box, 1 pt stroke

8.5 pt regular, italic, caps & lc

10.2 pt leading

2 pt rule

9 pt regular, bold, caps & lc

10.8 pt leading

\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

FIGURE 2 TO PART 455—IMPLIED WARRANTIES ONLY BUYERS GUIDE (ENGLISH)

FIGURE 2 TO PART 455 – IMPLIED WARRANTIES ONLY Buyers Guide (English)

BUYERS GUIDE						
<p><b>IMPORTANT:</b> Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.</p> <table border="1"> <thead> <tr> <th>VEHICLE MAKE</th> <th>MODEL</th> <th>YEAR</th> <th>VEHICLE IDENTIFICATION NUMBER (VIN)</th> </tr> </thead> </table> <p><b>WARRANTIES FOR THIS VEHICLE:</b></p> <p><input type="checkbox"/> <b>IMPLIED WARRANTIES ONLY</b>  The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But <i>implied warranties</i> under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.</p> <p><input type="checkbox"/> <b>DEALER WARRANTY</b></p> <p><input type="checkbox"/> <b>FULL WARRANTY.</b></p> <p><input type="checkbox"/> <b>LIMITED WARRANTY.</b> 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, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. <i>Implied warranties</i> under your state's laws may give you additional rights.</p> <p><b>SYSTEMS COVERED:</b> _____</p> <p><b>DURATION:</b> _____</p> <p><b>NON-DEALER WARRANTIES FOR THIS VEHICLE:</b></p> <p><input type="checkbox"/> <b>MANUFACTURER'S WARRANTY STILL APPLIES.</b> The manufacturer's original warranty has not expired on some components of the vehicle.</p> <p><input type="checkbox"/> <b>MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.</b></p> <p><input type="checkbox"/> <b>OTHER USED VEHICLE WARRANTY APPLIES.</b>  Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.</p> <p><input type="checkbox"/> <b>SERVICE CONTRACT.</b> A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, <i>implied warranties</i> under your state's laws may give you additional rights.</p> <p><b>ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.</b></p> <p><b>OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.</b> For information on how to obtain a vehicle history report, visit <a href="http://ftc.gov/ususedcars">ftc.gov/ususedcars</a>. To check for open safety recalls, visit <a href="http://safercar.gov">safercar.gov</a>. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.</p> <p><b>SEE OTHER SIDE</b> for important additional information, including a list of major defects that may occur in used motor vehicles.</p> <p><b>Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.</b></p>			VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)			

\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

504 x 684 pt box, 1 pt stroke

26 pt bold caps centered  
1 pt rule  
8.5 pt bold & regular, caps & lc0.5 pt rule  
6 pt regular caps  
12 pt bold caps  
2 pt rule  
22 pt box, 1 pt stroke  
24 pt bold caps  
8.5 pt regular, italic, caps & lc  
10.2 pt leading  
1 pt dashed rule  
22 pt box, 1 pt stroke  
24 pt bold caps  
8 pt boxes, 1 pt stroke  
8.5 pt regular, italic, caps & lc  
10.2 pt leading

9 pt bold caps, 2 columns

12 pt bold caps  
2 pt rule  
8 pt boxes, 1 pt stroke  
8.5 pt regular, caps & lc  
10.2 pt leading1 pt rule  
8 pt box, 1 pt stroke  
8.5 pt regular, italic, caps & lc  
10.2 pt leading  
2 pt rule9 pt regular, bold, caps & lc  
10.8 pt leading

## Federal Trade Commission

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FIGURE 3 TO PART 455—BACK OF BUYERS GUIDE (ENGLISH)

FIGURE 3 TO PART 455 – Back of Buyers Guide (English)

<p>Here is a list of some major defects that may occur in used vehicles.</p>			
<b>Frame &amp; Body</b>	<b>Cooling System</b>	<b>Steering System</b>	504 x 684 pt box, 1 pt stroke
Frame cracks, corrective welds, or rusted through Dog tracks—bent or twisted frame	Leakage including radiator Improperly functioning water pump	Too much free play at steering wheel (DOT specs)	
<b>Engine</b>	<b>Electrical System</b>	Free play in linkage more than 1/4 inch	
Oil leakage, excluding normal seepage Cracked block or head Belts missing or inoperable Knock or noises related to camshaft Interference with engine	Battery leakage Improperly functioning alternator, generator, battery, or starter	Front wheels aligned improperly (DOT specs 1)	
Abnormal exhaust discharge	<b>Fuel System</b>	Power unit belts cracked or slipping Power unit belts aligned improperly	
<b>Transmission &amp; Drive Shaft</b>	Visible leakage	<b>Suspension System</b>	
Improper fluid level or leakage, excluding normal seepage Cracked or seized case which is visible Abnormal noise or vibration caused by faulty transmission or drive shaft Improper shifting or functioning in any gear Mangler or slips or chatters	<b>Inoperable Accessories</b>	Belt joint seals damaged Structural parts bent or damaged Steering bar disconnected Sprocket bent	
<b>Differential</b>	Gauges or warning devices Air bags Heater & Defroster	Shock absorber mounting loose Rubber bushings damaged or missing Radius rod damaged or missing Shock absorber leaking or functioning improperly	
Improper fluid level or leakage, excluding normal seepage Crack or of damaged housing which is visible Abnormal noise or vibration caused by faulty differential	<b>Brake System</b>	<b>Tires</b>	
	Failure when applying brakes Failure to hold firm under pressure (DOT spec.) Not enough pedal reserve (DOT spec.) Does not stop vehicle in straight line	Tread depth less than 2/32 inch Sizes mismatched Wear or damage	
	<b>Air Bags</b>	<b>Wheels</b>	
	(DOT spec.)	Visible cracks, damage or repairs Mounting bolts loose or missing	
	Brakes damaged Drum or lining too thin (Mfr. Specs) Lining or pad thickness less than 1/32 inch Power unit not operating or leaking Structural or mechanical parts damaged	<b>Exhaust System</b>	
		Leakage Catalytic Converter	
<hr/> <p>DEALER NAME _____</p> <p>ADDRESS _____</p> <p>TELEPHONE _____ EMAIL _____</p> <p>FOR COMPLAINTS AFTER SALE, CONTACT: _____</p> <hr/> <p><b>IMPORTANT:</b> The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).</p>			
<p>2 pt rule 0.5 pt rules 8 pt regular, caps 25 pts between rules</p> <p>2 pt rule 9 pt bold &amp; regular, caps &amp; lc 10.8 pt leading</p>			

\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

FIGURE 4 TO PART 455—“AS IS” – NO DEALER WARRANTY BUYERS GUIDE  
(SPANISH)FIGURE 4 TO PART 455 – “AS IS”- NO DEALER WARRANTY Buyers Guide  
(Spanish)

<b>GUÍA DEL COMPRADOR</b>							
<p><b>IMPORANTE:</b> Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Consérve este formulario.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">MARCA DEL VEHÍCULO</td> <td style="width: 25%;">MÓDULO</td> <td style="width: 25%;">AÑO</td> <td style="width: 25%;">NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)</td> </tr> </table>				MARCA DEL VEHÍCULO	MÓDULO	AÑO	NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)
MARCA DEL VEHÍCULO	MÓDULO	AÑO	NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)				
<p><b>GARANTÍAS PARA ESTE VEHÍCULO:</b></p>							
<p><input type="checkbox"/> <b>COMO ESTÁ - SIN GARANTÍA DEL CONCESIONARIO</b> EL CONCESIONARIO NO PAGARÁ NINGUNA REPARACIÓN. El concesionario no provee una garantía para reparaciones hechas después del momento de la venta.</p> <p><input type="checkbox"/> <b>GARANTÍA DEL CONCESIONARIO</b></p> <p><input type="checkbox"/> GARANTÍA COMPLETA.</p> <p><input type="checkbox"/> GARANTÍA LIMITADA. El concesionario pagará el _____ % de la mano de obra y el _____ % de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las <i>garantías implícitas</i>, según las leyes de su estado, podrían darle derechos adicionales.</p>							
<p>SISTEMAS CUBIERTOS:</p>		<p>DURACIÓN:</p>					
<p><b>GARANTÍAS QUE NO PERTENEcen AL CONCESIONARIO:</b></p> <p><input type="checkbox"/> LA GARANTÍA DEL FABRICANTE TODAVÍA APlica. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.</p> <p><input type="checkbox"/> SE APlica LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.</p> <p><input type="checkbox"/> SE APlica OTRA GARANTÍA PARA VEHÍCULOS USADOS.</p> <p>Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.</p> <p><input type="checkbox"/> CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las <i>garantías implícitas</i> según las leyes de su estado podrían darle derechos adicionales.</p>							
<p><b>PREGÚNTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.</b></p> <p><b>OBTENGa UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES.</b> Para información sobre cómo obtener un informe del Historial del Vehículo, visite el sitio <a href="http://ftc.gov/autosusados">ftc.gov/autosusados</a>. Para verificar si existen retiros por defectos de seguridad pendientes, visite <a href="http://safercar.gov">safercar.gov</a>. Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.</p> <p><b>CONSULE EL DORSO</b> para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.</p>							

\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

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**Federal Trade Commission****Pt. 455, Fg. 5**

FIGURE 5 TO PART 455—IMPLIED WARRANTIES ONLY BUYERS GUIDE (SPANISH)

FIGURE 5 TO PART 455 – IMPLIED WARRANTIES ONLY Buyers Guide (Spanish)

<b>GUÍA DEL COMPRADOR</b>			
<b>GARANTÍAS PARA ESTE VEHÍCULO:</b>			
<b><input type="checkbox"/> SOLO GARANTÍAS IMPLÍCITAS</b>			
El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las <i>garantías implícitas</i> según las leyes estatales podrían darle algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando compró el vehículo.			
<b><input type="checkbox"/> GARANTÍA DEL CONCESIONARIO</b>			
<b><input type="checkbox"/> GARANTÍA COMPLETA.</b>			
<b><input type="checkbox"/> GARANTÍA LIMITADA.</b> El concesionario pagará el _____ % de la mano de obra y el _____ % de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las <i>garantías implícitas</i> , según las leyes de su estado, podrían darle derechos adicionales.			
SISTEMAS CUBIERTOS:	DURACIÓN:		
<b>GARANTÍAS QUE NO PERTENECEAN AL CONCESIONARIO:</b>			
<b><input type="checkbox"/> LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA.</b> La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.			
<b><input type="checkbox"/> SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.</b>			
<b><input type="checkbox"/> SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.</b>			
Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.			
<b><input type="checkbox"/> CONTRATO DE MANTENIMIENTO.</b> Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las <i>garantías implícitas</i> según las leyes de su estado podrían darle derechos adicionales.			
<b>PREGÚNTENLE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.</b>			
<b>OBTENGA UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES.</b> Para información sobre cómo obtener un Informe del Historial del Vehículo, visite el sitio <a href="http://ftc.gov/carrusados">ftc.gov/carrusados</a> . Para verificar si existen retiros por defectos de seguridad pendientes, visite <a href="http://safercar.gov">safercar.gov</a> . Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.			
<b>CONSULTE EL DORSO</b> para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.			

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\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

**Pt. 455, Fg. 6**

**16 CFR Ch. I (1-1-25 Edition)**

FIGURE 6 TO PART 455—BACK OF BUYERS GUIDE (SPANISH)

FIGURE 6 TO PART 455 – Back of Buyers Guide (Spanish)

<p>A continuación podrá encontrar una lista de los defectos principales que podrían ocurrir en vehículos usados.</p> <p><b>Chasis y carrocería</b> Grietas en el chasis, soldaduras corredizas o flojas Desarme o chasis doblado o torcido</p> <p><b>Motor</b> Pérdidas de aceite, excepto las filtraciones normales Bloque o cárter con grietas Correas o componentes a fuera de sentido Golpes o fallas relacionados con levantadres de levas o telas Descarga del escape fuera de lo normal</p> <p><b>Transmisión y eje motor</b> Nivel incorrecto de aceite o perdidas de aceite filtraciones normales Grietas o daños visibles en la caja Ruidos o vibraciones fuera de lo normal ocasionadas por la transmisión o el eje motor</p> <p>Cambios o funcionamiento inadecuados en cualquier velocidad Pérdidas o vibraciones del embrague manual</p> <p><b>Diferencial</b> Nivel incorrecto de aceite o perdidas de aceite filtraciones normales Grietas o daños visibles en el cárter del diferencial Ruidos o vibraciones fuera de lo normal ocasionadas por fallas en el diferencial.</p> <p><b>Diferencial</b> Nivel incorrecto de aceite o perdidas de aceite filtraciones normales Grietas o daños visibles en el cárter del diferencial Ruidos o vibraciones fuera de lo normal ocasionadas por fallas en el diferencial.</p> <p><b>Sistema de enfriamiento</b> Pérdidas, incluidas las del radiador Funcionamiento inadecuado del aterrador de agua</p> <p><b>Sistema eléctrico</b> Pérdidas en la batería Funcionamiento inadecuado del alternador, generador, batería o arrancador</p> <p><b>Sistema de combustible</b> Huellas de rodillo</p> <p><b>Accesorios fuera de servicio</b> Indicadores o dispositivos de advertencia Aire acondicionado Calefactor y Desempeñador</p> <p><b>Sistemas de frenos</b> Luz de freno que muestra de falso o daño Freno de mano cuando se provoca el pedal (según especificaciones del Departamento de Transporte [DOT]) Distancia insuficiente del pedal (según especificaciones del DOT) El vehículo no se detiene en línea recta (según especificaciones del DOT) Mangueras dañadas</p> <p><b>Tambor o rueda muy dañados (según especificaciones del DOT)</b> Grietas de la rueda del revestimiento inflador que 1/2 pulgadas Unidad de potencia fuera de servicio o con perdidas Partes estructurales o mecánicas dañadas</p> <p><b>Boyas de aire</b></p>		<p><b>Sistema de dirección</b> Desviación excesiva en el volante (según especificaciones del DOT) Juego mayor a 1/4 de pulgada en el volante El mecanismo de dirección se traba Alineación inadecuada de las ruedas frontales (según especificaciones del DOT)</p> <p><b>Neumáticos</b> Grietas o destellos en las cornejas de la unidad de potencia Nivel inadecuado de fluidos de la unidad de potencia</p> <p><b>Sistema de suspensión</b> Juntas de rotura dañadas Partes estructurales rotadas o dañadas Barra estabilizadora desmontada Resortes rotos Cuchillas de amortiguador sueltas Cojinetes de caucho dañados o ausentes Bala dañada o ausente Amortiguador con perdidas o con funcionamiento inadecuado</p> <p><b>Neumáticos</b> Pérdidas de las ranuras menor que 3/32 de pulgadas Tamaños que no corresponden Daños visibles</p> <p><b>Ruedas</b> Cubos, radios o reparaciones visibles Tornillos de sujeción sueltos o ausentes</p> <p><b>Sistema de escape</b> Pérdidas Convertidor catalítico</p>
<p><b>NOMBRE DEL CONCESSIONARIO</b> <b>DIRECCIÓN DEL CONCESSIONARIO</b> <b>TELÉFONO</b> <b>CORREO ELECTRÓNICO</b> <b>PARA QUEJAS DESPUES DE LA VENTA COMUNIQUESE CON:</b></p> <p><b>IMPORTANTE:</b> La información de este formulario es parte de cualquier contrato para comprar este vehículo. Quitar esta etiqueta antes de la compra del consumidor (excepto a los fines de realizar una prueba de conducción) es una infracción a la ley federal (16 C. F. R. 455).</p>		<p>504 x 684 pt box, 1 pt stroke 2 pt rule 8 pt regular, cap &amp; lc 144 pt columns, left, center, right 7 pt bold, 2 pt before para, 7 pt regular, 15 pt left ind, -10 pt first line ind 8.4 pt leading</p> <p>2 pt rule 0.5 pt rules 8 pt regular, caps 25 pts between rules</p> <p>2 pt rule 9 pt bold &amp; regular, caps &amp; lc 10.8 pt leading</p>

\* Typeface is Arial, text is flush left unless otherwise noted.

[81 FR 81679, Nov. 18, 2016]

**PART 456—OPHTHALMIC PRACTICE RULES (EYEGGLASS RULE)**

Sec.

456.1 Definitions.

456.2 Separation of examination and dispensing.

456.3 Verifiable affirmative consent to providing the prescription in a digital format.

456.4 Confirmation of prescription release.

456.5 Federal or State employees.

456.6 Declaration of Commission Intent.

456.7 Rules applicable to prescriptions for contact lenses and related issues.

AUTHORITY: 15 U.S.C. 57a.

SOURCE: 57 FR 18822, May 1, 1992, unless otherwise noted.