

A

Dealer's

Guide

to

the Used Car Rule

Federal Trade Commission



National Independent Automobile Dealers Association

Dear Car Dealer:

The Federal Trade Commission and the National Independent Automobile Dealers Association are pleased to provide you with an updated copy of **A Dealer's Guide to the Used Car Rule**. The **Dealer's Guide** is part of a continuing partnership between the FTC and NIADA to educate the industry about compliance requirements. NIADA underwrote the costs of printing and distributing the previous version of the **Dealer's Guide** and it is proud to underwrite those costs for this version.

This **Dealer's Guide** defines the Rule's requirements, explains how to prepare and display the Buyers Guide, provides a compliance checklist, and includes sample Buyers Guides. We encourage you to use the **Dealer's Guide** and share it with your staff. While compliance with the Used Car Rule is required by federal law, it also can have bottom-line benefits for your dealership. That's because informed consumers are more likely to become repeat customers and provide referrals to your business.

If you have questions about the Used Car Rule, please contact John Hallerud in the FTC's Midwest Region at (312) 960-5634. If you would like additional copies of the **Dealer's Guide**, please follow the ordering instructions at the end of the booklet.

Sincerely yours,

J. Howard Beales, III
Director, Bureau of Consumer Protection
FTC

Michael R. Linn
Executive Vice President
NIADA

Most car dealers who sell used vehicles must comply with the Federal Trade Commission's (FTC's) Used Car Rule. In fact, car dealers who sell more than five used vehicles in a 12-month period must comply with the Rule. Banks and financial institutions are exempt from the Rule, as are businesses that sell vehicles to their employees, and lessors who sell a leased vehicle to a lessee, an employee of the lessee, or a buyer found by the lessee.

The Used Car Rule applies in all states except Maine and Wisconsin. These two states are exempt because they have similar regulations that require dealers to post disclosures on used vehicles. The Rule applies in the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and American Samoa.

This booklet defines the Rule's requirements, explains how to prepare and display the Buyers Guide, and offers a compliance checklist.

You must post a Buyers Guide before you "offer" a used vehicle for sale. A vehicle is offered for sale when you display it for sale or let a customer inspect it for the purpose

of buying it, even if the car is not fully prepared for delivery. This requirement also applies to used vehicles for sale on your lot through consignment, power of attorney, or other agreement. At public auctions, dealers **and** the auction company must comply. The Rule does not apply at auctions that are closed to consumers.

Previously titled or not, any vehicle driven for purposes other than moving or test driving, is considered a used vehicle, including light-duty vans, light-duty trucks, demonstrators, and program cars that meet the following specifications:

- a gross vehicle weight rating (GVWR) of less than 8,500 pounds;
- a curb weight of less than 6,000 pounds; and
- a frontal area of less than 46 square feet.

Exceptions to the Rule are:

- motorcycles;
- any vehicle sold for scrap or parts if the dealer submits title documents to the appropriate state authority and obtains a salvage certification; and
- agricultural equipment.



The Buyers Guide

A disclosure document that gives consumers important purchasing and warranty information, the Buyers Guide tells consumers:

- whether the vehicle is being sold “as is” or with a warranty;
- what percentage of the repair costs a dealer will pay under warranty;
- that oral promises are difficult to enforce;
- to get all promises in writing;
- to keep the Buyers Guide for reference after the sale;
- the major mechanical and electrical systems on the car, as well as some of the major problems that consumers should look out for; and
- to ask to have the car inspected by an independent mechanic before they buy.

If you conduct a used car transaction in Spanish, you must post a Spanish language Buyers Guide on the vehicle before you display or offer it for sale. *(See pages 12-13.)*

The Buyers Guide must be posted **prominently and conspicuously** on or in a vehicle when a car is available for sale. This means it must be in plain view and both sides must be visible. You can hang the Guide from the rear-view mirror inside the car or on a side-view mirror outside the car. You also can place it under a windshield wiper. The Guide also can be attached to a side window. A Guide in a glove compartment, trunk or under the seat is **not** conspicuous because it is not in plain sight.

You may remove the Guide for a test drive, but you must replace it as soon as the test drive is over.

Vehicle Information

At the top of the Guide, fill in the vehicle make, model, model year, and vehicle identification number (VIN). Write in a dealer stock number if you wish.

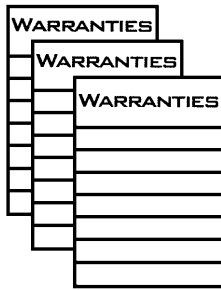
Dealer Information

On the back of the Guide, fill in the name and address of your dealership. Also fill in the name (or position) and the telephone number of the person the consumer should contact with complaints. You may use a rubber stamp or preprint your Guide with this information.

Optional Signature Line

You may include a signature line on the Guide and you may ask the buyer to sign to acknowledge that he or she has received the Guide. If you opt for a signature line, you must include a disclosure near it that says: “I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.” This language can be preprinted on the form. The signature line and the required disclosure must appear in the space provided for the name of the individual to be contacted in the event of complaints after the sale.

BUYERS GUIDE	
_____ _____ _____	
<input type="checkbox"/> AS IS - NO WARRANTY	
<input type="checkbox"/> WARRANTY	
_____ _____ _____	_____ _____ _____
<input type="checkbox"/>	



Warranty Information

- The Buyers Guide has two versions: One says “As Is-No Warranty;” the other says “Implied Warranties Only.”
- *As Is-No Warranty.* If state law allows it, and you choose not to offer a warranty – written or implied – you must use the “As Is” version and check the box next to the heading “As Is-No Warranty” on the Guide. (See page 8.)
- *Implied Warranties Only.* In states that limit or prohibit the elimination of implied warranties, you must use the “Implied Warranties Only” version and check the box next to the “Implied Warranties Only” heading if you don’t offer a written warranty. (See page 10.)
- *Warranty.* If you offer the vehicle with an express warranty, you must check the box next to the heading “Warranty” and complete that section of the Guide. Warranties required by state law must be disclosed in this section. Your state Attorney General can tell you about state warranty requirements.

State Law. In some states, use of the “As Is-No Warranty” Buyers Guide may be legally sufficient to eliminate implied warranties. In other states “as is” sales are allowed only if specific action is taken or certain language is used. For example, some states may require you to eliminate implied warranties by using special language and/or a document other than the Guide.

If you’re not sure which version of the Buyers Guide you should use or if you have questions about state requirements, contact the FTC or your state Attorney General.

Is the Warranty “Full” or “Limited”?

For a warranty to be considered “full:”

- Warranty service must be provided to anyone who owns the vehicle during the warranty period.
- Warranty service must be provided free of charge when necessary, even for services like removing and reinstalling a system covered by the warranty.
- The consumer must be able to choose either a replacement or a refund if the vehicle can’t be repaired after a reasonable number of tries.
- The consumer is not required to take any action to receive service, except to give notice that service is needed. Service must be rendered after notice unless the warrantor can demonstrate that it is reasonable to require consumers to do more than give notice.
- The length of implied warranties must not be limited.

The warranty is considered “limited” if any of these conditions don’t apply.

What Percentage of Costs Does the Warranty Cover?

Fill in the percentage of parts and labor costs covered by the warranty in the spaces provided. If a deductible applies to repairs made under the warranty, put an asterisk next to the number and explain the deductible in the “systems covered/duration” section. For example, “*A \$50 deductible applies to each repair visit.” (See page 8.)

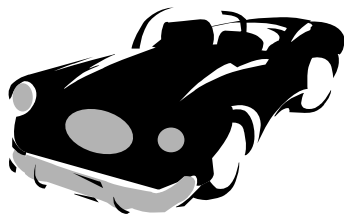
What Systems Are Covered? For How Long?

There's one column to list the systems covered, and another to list the length of the warranty for each system. In the left hand column, you must specify each system that's covered by the warranty. The Rule prohibits the use of shorthand phrases such as "drive train" or "power train" because it's not always clear what specific components are included in the "power train" or "drive train."

In the right hand column, you must state the length of the warranty for each system. If all systems are covered for the same length of time, you may state the duration once.

What if the Manufacturer's Warranty Still Applies?

If the manufacturer's warranty hasn't expired, you may disclose this fact by checking the "Warranty" box and including this disclosure in the "systems covered/duration" section: "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." The disclosure must be stated in the exact language quoted above. Using phrases such as "balance of factory warranty" are not sufficient.



If the consumer must pay to get coverage under the manufacturer's warranty, you may not check the "Warranty" box. Such coverage is considered a service contract. However, you may check the "warranty" box if you pay for coverage from the manufacturer and the consumer doesn't have to pay anything more than the price of the vehicle to get the coverage. If you provide a warranty in addition to the unexpired manufacturer's warranty, explain the terms of your warranty on the Buyers Guide. (See page 8.)

Where Should Negotiated Warranty Changes Be Included?

If you and the consumer negotiate changes in the warranty, the Buyers Guide must reflect the changes. For example, if you offer to cover 50 percent of the cost of parts and labor for certain repairs, but agree to cover 100 percent of the cost of parts and labor after negotiating with the customer, you must cross out the "50 percent" disclosure and write in "100 percent." Similarly, if you first offer the vehicle "as is" but then agree to provide a warranty, you must cross out the "As Is-No Warranty" disclosure and complete the "Warranty" section of the Buyers Guide properly.

What About Service Contracts?

If you offer a service contract for repairs, check the box next to the words "Service Contract." However, if your state regulates service contracts as the "business of insurance," you don't have to check this box. Check with your Attorney General or state insurance commissioner to find out if your state regulates service contracts as insurance.

What Do I Have to Give the Buyer At the Sale?

You must give the buyer the original or a copy of the vehicle's Buyers Guide at the sale. **The Guide must reflect all final changes.** (Completed samples are shown on pages 8 and 9.) If you include a signature line on your Buyers Guides, make sure the buyer signs the Guide that reflects all final changes.

If you offer a written warranty, or if the manufacturer's warranty still applies, you also must comply with the Magnuson-Moss Warranty Act and other FTC Rules, including the "Warranty Disclosure Rule." The Warranty Act contains provisions that establish consumers' rights with respect to written warranties. For example, the Act prohibits you from eliminating implied warranties when you provide a written warranty.

The Warranty Disclosure Rule requires that you disclose certain information about the coverage of your warranty and consumers' rights under state law. This information must be included in a single document that is clear and easy to read.

Can the Buyers Guide Serve As My Written Warranty?

The warranty information you provide on the Buyers Guide is not sufficient to meet the requirements of the Warranty Disclosure Rule. *Therefore, your written warranty and the Buyers Guide must be two separate documents.*

Another federal rule – the FTC's Rule on Pre-Sale Availability of Written Warranty Terms – requires that you display written warranties in close proximity to the vehicle

or make them available to consumers, upon request, before they buy.

Two publications are available to help you comply with these and other federal regulations on warranties: *A Businessperson's Guide to Federal Warranty Law* and *A legal Supplement to Federal Warranty Law*. Both are available from the FTC. Call toll-free 1-877-FTC-HELP (382-4357), or write: Consumer Response Center, Federal Trade Commission, Washington, DC 20580. You also will find the full text of these publications at www.ftc.gov.

What Disclosures Should I Make if I Offer a 50/50 Warranty or Another Type of Split Cost Warranty?

Split cost warranties are those under which the dealer pays less than 100% of the cost for a warranty repair. This type of warranty includes 50/50 warranties where the dealer pays 50% of the cost for a covered repair and the buyer pays the remaining 50%. Another type of split cost warranty is one under which the buyer pays a deductible amount and the dealer pays the remaining cost for the repair.

If you offer a split cost warranty that requires you to pay a percentage of the repair cost for covered repairs, you should include the following disclosures in your warranty document:

- The percentage of the total repair cost you will pay.
- The percentage of the total repair cost the buyer must pay.
- How the total cost of the repair will be determined. For example, your warranty might state: "The total cost of a warranty repair will be the retail price ABC motors charges for the same job." As another example, your warranty might state: "The total cost of a warranty repair will be determined by adding the

dealer's cost for parts to the labor cost. Labor will be billed at a rate of _____ per hour for the actual time required to complete the repair." As a final example, your warranty might state: "If the work is done by an outside repair shop, total cost of a repair will be the same price ABC Motors is charged by the outside shop. If the work is done by ABC Motors, the total cost of the repair will be the same price ABC Motors charges non-warranty customers for the same job."

If your warranty requires buyers to pay a deductible, your warranty document should disclose the deductible amount and the details as to when and under what circumstances the deductible must be paid.

Dealers offering split cost warranties can require that buyers return to the dealer for warranty repairs. If your warranty includes this restriction, however, you should provide an estimate of the total repair cost before work is started. This will allow the buyer to decide whether to approve the repair or have the work done elsewhere.

Where Can I Get Copies of the Guides?

You can get Buyers Guides from business-form companies or trade associations, or you can download the Buyers Guide from the FTC's Web site. You also can generate them yourself on a computer. However, you must use the wording, type style, type sizes, and format specified in the Rule. You are not allowed to place any other wording or symbols (including logos) on the Buyers Guide. The Guides must be printed in 100 % black ink on white paper cut to at least 11" x 7¼." These requirements cannot be modified in any way. You may use colored ink to fill in the blanks.

How Am I Doing?

- ✓ Do you complete a Buyers Guide properly for each used vehicle offered for sale?
- ✓ Do you post the Buyers Guide *prominently and conspicuously* on each used vehicle you offer for sale?
- ✓ If you choose to include a signature line for the buyer's signature, do you include the following required disclosure language:

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

- ✓ Do you put the following required disclosure in your sales contract:

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.

- ✓ Do you give the vehicle's Buyers Guide or a copy to the purchaser at the time of sale and make sure it states the final negotiated warranty coverage accurately?
- ✓ If a sale is conducted in Spanish, do you use the Spanish language Buyers Guide?
- ✓ If you offer a written warranty, do you prepare a warranty document that complies with federal law? Is the warranty document available for examination by potential buyers?

What If I Don't Comply?

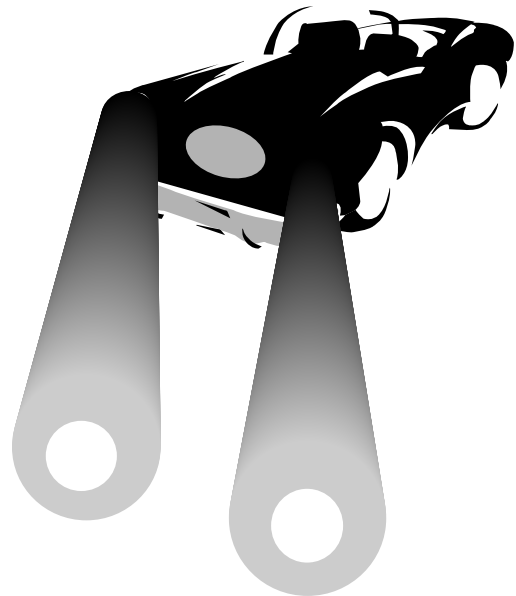
Dealers who violate the Used Car Rule may be subject to penalties of up to \$11,000 per violation in FTC enforcement actions. Many states have laws or regulations that are similar to the Used Car Rule. Some states incorporate the Used Car Rule by reference in their state laws. As a result, state and local law enforcement officials may have the authority to ensure that dealers post Buyers Guides and to fine them or sue them if they do not comply.

Where Can I Get More Information?

If you have questions about the Used Car Rule, contact the FTC and request a free copy of the Rule or staff compliance guidelines for the Used Car Rule; both documents explain some aspects of the Rule in more detail. You also can download these documents from the FTC's Web site. The FTC works for the consumer to prevent fraudulent, deceptive, and unfair business practices in the marketplace and to provide information to help consumers spot, stop, and avoid them. To file a complaint or to get free information on consumer issues, visit www.ftc.gov or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261. The FTC enters Internet, telemarketing, identity theft, and other fraud-related complaints into Consumer Sentinel, a secure, online database available to hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.

Your Opportunity to Comment

The National Small Business Ombudsman and 10 Regional Fairness Boards collect comments from small businesses about federal compliance and enforcement activities. Each year, the Ombudsman evaluates the conduct of these activities and rates each agency's responsiveness to small businesses. Small businesses can comment to the Ombudsman without fear of reprisal. To comment, call toll-free 1-888-REGFAIR (1-888-734-3247) or go to www.sba.gov/ombudsman.



Example of a Completed Buyers Guide

BUYERS GUIDE

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

Chevrolet	Cavalier	1995	IGIAD27P6DJ123456
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 **100*** % of the labor and **100*** % 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:

Engine
Transmission & Drive Shaft
Differential

DURATION:

90 days or 3,000 miles, whichever comes first.

* A \$50 deductible applies to each repair visit.

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.

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

Frame-cracks, corrective welds, or rusted through
Dog tracks---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 line (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

Reliable Used Cars

DEALER

1000 Downtown Expressway

ADDRESS

Lakeside, KS 02143

Stan Jones, General Manager, 202-916-4554

SEE FOR COMPLAINTS

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).

Use this Buyers Guide if your state limits or prohibits "as is" sales.

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:

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.

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.

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Dog tracks—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 line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. 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

DEALER

ADDRESS

SEE FOR COMPLAINTS

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).

GUÍA DEL COMPRADOR

IMPORTANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al vendedor que ponga todas las promesas por escrito. Conserve este formulario.

MARCA DEL VEHÍCULO

MODELO

AÑO

NÚMERO DE IDENTIFICACIÓN

NÚMERO DE ABASTO DEL DISTRIBUIDOR (Opcional)

GARANTÍAS PARA ESTE VEHÍCULO:

COMO ESTÁ - SIN GARANTÍA

USTED PAGARÁ TODOS LOS GASTOS DE CUALQUIER REPARACIÓN QUE SEA NECESARIA. El vendedor no asume ninguna responsabilidad por cualquier reparación, sean cuales sean las declaraciones verbales que haya hecho acerca del vehículo.

GARANTÍA

- COMPLETA** **LIMITADA.** El vendedor pagará % de la mano de obra y % de los repuestos de los sistemas cubiertos que dejen de funcionar durante el periodo de garantía. Pida al vendedor una copia del documento de garantía donde se explican detalladamente la cobertura de la garantía, exclusiones y las obligaciones que tiene el vendedor de realizar reparaciones. Conforme a la ley estatal, las "garantías implícitas" pueden darle a usted incluso más derechos.

SISTEMAS CUBIERTOS POR LA GARANTÍA:

DURACION:

CONTRATO DE SERVICIO. Este vehículo tiene disponible un contrato de servicio a un precio adicional. Pida los detalles en cuanto a cobertura, deducible, precio y exclusiones. Si adquiere usted un contrato de servicio dentro de los 90 días del momento de la venta, las "garantías implícitas" de acuerdo a la ley del estado pueden concederle derechos adicionales.

INSPECCIÓN PREVIA A LA COMPRA: PREGUNTE AL VENDEDOR SI PUEDE USTED TRAER UN MECANICO PARA QUE INSPECCIONE EL AUTOMÓVIL O LLEVAR EL AUTOMÓVIL PARA QUE ESTE LO INSPECCIONE EN SU TALLER.

VÉASE EL DORSO DE ESTE FORMULARIO donde se proporciona información adicional importante, incluyendo una lista de algunos de los principales defectos que pueden ocurrir en vehículos usados.

VÉA EL OTRO LADO PARA INFORMACIÓN ADICIONAL.

A continuación presentamos una lista de algunos de los principales defectos que pueden ocurrir en vehículos usados.

Chasis y carrocería

- Chasis-grietas, soldaduras correctivas u oxidado
- Chasis doblado o torcido

Motor

- Fuga de aceite, excluyendo el escape normal
- Bloque o tapa de recámara agrietados
- Correas que faltan o no funcionan
- Fallo o pistonéo
- Emisión excesiva de humo por el sistema de escape

Transmisión y eje de cardan

- Nivel de líquido inadecuado o fuga, excluyendo filtración normal
- Cubierta agrietada o dañada visible
- Vibración o ruido anormal ocasionado por una transmisión o eje de cardan defectuoso
- Cambio de marchas o funcionamiento inadecuado en cualquier marcha
- Embrague manual patina o vibra

Diferencial

- Nivel de líquido inadecuado o fuga excluyendo filtración normal
- Cubierta agrietada o dañada visible
- Ruido o vibración anormal ocasionado por diferencial defectuoso

Sistema de refrigeración

- Fuga, incluido el radiador
- Bomba de agua defectuosa

Sistema eléctrico

- Fuga en las baterías
- Alternador, generador, batería, o motor de arranque defectuosos

Sistema de combustible

- Escape visible de combustible

Accesorios averiados

- Indicadores o medidores del cuadro de instrumentos
- Acondicionador de aire
- Calefactor y descarchador

Sistema de frenos

- Luz de advertencia de falla dañada
- Pedal no firma bajo presión (Especif. del Dpto de Transp.)
- Juego insuficiente en el pedal (Especif. del Dpto de Transp.)

- No detiene el vehículo en línea recta (Especif. del Dpto de Transp.)
- Conductos dañados
- Tambor o disco muy delgados (Especif. del fabricante)
- Grosor de las bandas de los frenos menor de 1/32 de pulgada
- Sistema de servofreno dañado o con escape
- Partes estructurales o mecánicas dañadas

Sistema de dirección

- Juego excesivo en el volante (Especif. Dpto. De Transp.)
- Juego en el varillaje en exceso de 1/4 pulgada
- Engranaje del volante de dirección se agarota
- Ruedas delanteras mal alineadas (Especif. del Dpto. De Transp.)
- Correas del sistema de servodirección agrietadas o flojas
- Nivel del líquido del sistema de servodirección inadecuado

Sistema de suspensión

- Sellos de conexión de rodamientos defectuosos
- Piezas estructurales dobladas o dañadas
- Barra de estabilización desconectada
- Resorte roto
- Montura del amortiguador floja
- Bujes de goma dañadas o ausentes
- Estabilizador para curvas dañadas o ausente
- Amortiguador tiene fuga o funciona defectuosamente

Llantas

- Profundidad de la banda de rodamiento menor de 2/32 de pulgada
- Diferentes tamaños de llanta
- Daños visibles

Ruedas

- Grietas visibles, daños o reparaciones
- Pernos de montaje sueltos o ausentes

Sistema de Escape

- Fuga

VENDEDOR

DIRECCIÓN

VÉASE PARA RECLAMACIONES

IMPORTANTE: La información contenida en este formulario forma parte de todo contrato de compra de este vehículo. Constituye una contravención de la ley federal (16 C.F.R. 455) quitar este rótulo antes de la compra del vehículo por el consumidor (salvo para conducir el automóvil en calidad de prueba).



National Independent Automobile Dealers Association

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Michael R. Linn, Executive Vice President/CEO

The National Independent Automobile Dealers Association (NIADA) was established in 1946 and has over 18,000 members nationwide. NIADA, along with its Affiliated State Associations (chapters), is the only trade association representing licensed independent motor vehicle dealers in the United States. NIADA also has members from Canada, Puerto Rico and the U.S. Virgin Islands.

Part of NIADA's mission statement is to maintain a legislative presence representing independent automobile dealers in Congress and with Federal Regulatory Agencies. NIADA continues to work closely with the Federal Trade Commission (FTC), Internal Revenue Service (IRS) and many other regulatory agencies as well as the various Branches of our federal government.

NIADA also promotes a positive awareness of the independent dealer and the used motor vehicle industry to the consumer. NIADA enhances the reputation of our members as dealers who strive to serve the consumer fairly and honestly and still maintain a fair profit.

Another part of NIADA's mission is to promote a positive image of our members through dealer education. NIADA's "Certified Master Dealer" program, our "Regional Professional Development Seminars", along with educational sessions at each annual convention, provides dealers with unlimited opportunities to stay abreast of consumer issues, ever-changing governmental regulations and new practices within the industry. These educational forums, attended by dealers, lenders, representatives from both state and federal agencies, and others connected to the industry, have increased the overall professionalism of dealers and the industry as a whole. This "Dealers Guide to the Used Car Rule", prepared in conjunction with the Federal Trade Commission, is an example of that professionalism.



National Independent Automobile Dealers Association

NIADA is pleased to have the opportunity to work with the FTC in producing this Guide for the Motor Vehicle Industry. This project would not have been possible without the assistance of Standard Register Corporation (SRC), Automatic Data Processing (ADP) and their Dealer CAP Program. NIADA thanks SRC, ADP and the Dealer CAP Program for helping with the publication of this Guide.

Additional copies of this guide may be obtained by calling **NIADA** at 1-800-628-3837 or by visiting our website at www.niada.com. You may also obtain **NIADA** membership information by calling **NIADA** or your State Independent Automobile Dealer's Association.

**USED CAR
DEALER**

USED CAR DEALER *the official magazine of NIADA*

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