#### § 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-

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

Sec.

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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

#### § 455.2

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 7¼ 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 WAR-RANTIES 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

#### § 455.6

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 podrian 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]

#### § 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.

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)

|  | <b>BUYERS GUIDE</b>  | 26 pt bold caps centered  |
|--|--|---|
| IMPORT   | TANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.   | 1 pt rule<br>8.5 pt bold & regular, caps &  |
| VEHICLE M.   | MAVE MODEL YEAR VEHICLE IDENTIFICATION NUMBER (VIN)  | 0.5 pt rule<br>6 pt regular caps  |
| WARF   | RANTIES FOR THIS VEHICLE:  | 12 pt bold caps<br>2 pt rule  |
|  | AS IS - NO DEALER WARRANTY THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.  | 22 pt box, 1 pt stroke 24 pt bold caps 8.5 pt regular, caps & lc 1 pt dashed rule   |
|  | DEALER WARRANTY  | 22 pt box, 1 pt stroke<br>24 pt bold caps   |
|  | FULL WARRANTY.   | 8 pt boxes, 1 pt stroke<br>8.5 pt regular, italic, caps & lo  |
|  | 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  | 10.2 pt leading   |
|  | explain warrantly coverage, exclusions, and the dealer's repair obligations. <i>Implied warranties</i> under your state's laws may give you additional rights.   |   |
| SYSTER   |  | 9 pt bold caps, 2 columns   |
| NON-E  | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:   | 9 pt bold caps, 2 columns  12 pt bold caps 2 pt rule  |
| NON-E  | state's laws may give you additional rights.  MS COVERED: DURATION:  | 12 pt bold caps<br>2 pt rule  |
| NON-E  MAN com   | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:  NUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some poponents of the vehicle.  NUFACTURER'S USED VEHICLE WARRANTY APPLIES.   | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke 8.5 pt regular, caps & Ic   |
| NON-E  MAN com  MAN  | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:  NUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some poponents of the vehicle.  NUFACTURER'S USED VEHICLE WARRANTY APPLIES. HER USED VEHICLE WARRANTY APPLIES.  | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke   |
| NON-E  MAN com  MAN  | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:  NUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some appoints of the vehicle.  NUFACTURER'S USED VEHICLE WARRANTY APPLIES.  HER USED VEHICLE WARRANTY APPLIES.  dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair  | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke 8.5 pt regular, caps & lc 10.2 pt leading   |
| NON-E  MAN com MAN OTH Ask the obligatio   | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:  NUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some appoints of the vehicle.  NUFACTURER'S USED VEHICLE WARRANTY APPLIES.  HER USED VEHICLE WARRANTY APPLIES.  dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair  | 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  |
| NON-E  MAN comi MAN OTH Ask the obligatio  | state's laws may give you additional rights.  MS COVERED: DURATION:  DEALER WARRANTIES FOR THIS VEHICLE:  NUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some apponents of the vehicle.  NUFACTURER'S USED VEHICLE WARRANTY APPLIES.  HER USED VEHICLE WARRANTY APPLIES.  dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair one.  NVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about arage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this  | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke 8.5 pt regular, caps & Ic 10.2 pt leading 1 pt rule 8 pt box, 1 pt stroke 8.5 pt regular, italic, caps & Ic   |
| NON-E  MAN com MAN OTH Ask the obligatio  SER cove vehi  ASK TH OBTAIN how to c You will | STATE OF THE STATE | 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  |
| NON-E  MAN com MAN ORTH OBTAIN SER cove vehi  ASK TH OBTAIN How to c You will SEE OT     | STATE OF THE STATE | 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 |

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

# Pt. 455, Fg. 2

## 16 CFR Ch. I (1-1-20 Edition)

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

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

| BUYERS GUIDE  IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Known and the spoken promises of the spoken promises of the dealer to put all promises in writing. Known and the spoken promises of the dealer to put all promises in writing. Known and the spoken promises of the dealer to put all promises to fix things that need repair when you buy the vehicle.  DEALER WARRANTY  | O.5 pt rule 6 pt regular caps 12 pt bold caps 2 pt rule 22 pt box, 1 pt stroke 24 pt bold caps or afterward. 8.5 pt regular, italic, caps &   |
|---|---|
| WARRANTIES FOR THIS VEHICLE:  IMPLIED WARRANTIES ONLY  The dealer doesn't make any promises to fix things that need repair when you buy the vehicle But implied warranties under your state's taws may give you some rights to have the dealer take serious problems that were not apparent when you bought the vehicle.  | eep this form.  8.5 pt bold & regular, caps & 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 or afterward. 8.5 pt regular, italic, caps & 10.2 pt leading 10.2 pt leading |
| WARRANTIES FOR THIS VEHICLE:  IMPLIED WARRANTIES ONLY  The dealer doesn't make any promises to fix things that need repair when you buy the vehicle  But implied warrantles under your state's laws may give you some rights to have the dealer tak  serious problems that were not apparent when you bought the vehicle.   | ATION HUMBER (MN)  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 & 10.2 pt leading  |
| The dealer doesn't make any promises to fix things that need repair when you buy the vehicle<br>But implied warrantles under your state's laws may give you some rights to have the dealer tak<br>serious problems that were not apparent when you bought the vehicle.  | 22 pt box, 1 pt stroke 24 pt bold caps or afterward. 8.5 pt regular, italic, caps & 10.2 pt leading   |
| DEALER WARRANTY   | 1 pt dashed rule  |
| I I DEALER WARRANT  | 22 pt box, 1 pt stroke  |
|   | 24 pt bold caps<br>8 pt boxes, 1 pt stroke  |
| ☐ FULL WARRANTY. ☐ LIMITED WARRANTY. The dealer will pay % of the labor and % of the parts for the co that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any doc explain warranty coverage, exclusions, and the dealer's repair obligations. Implied warrantie, state's laws may give you additional rights.  | overed systems auments that 8.5 pt regular, italic, caps & 10.2 pt leading  |
| SYSTEMS COVERED: DURATION:  | 9 pt bold caps, 2 columns   |
| NON-DEALER WARRANTIES FOR THIS VEHICLE:   | 12 pt bold caps 2 pt rule   |
| MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not e<br>components of the vehicle.   | expired on some 8 pt boxes, 1 pt stroke   |
|   |   |
| MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.   | 8.5 pt regular, caps & lc   |
| OTHER USED VEHICLE WARRANTY APPLIES.  | 10.2 pt leading   |
| <del></del>   | 10.2 pt leading   |
| OTHER USED VEHICLE WARRANTY APPLIES.  Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusion:  | s, and repair  10.2 pt leading  1 pt rule  details about 8 pt box. 1 pt stroke  |
| OTHER USED VEHICLE WARRANTY APPLIES.  Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusion obligations.  SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your pur  | s, and repair  1 pt rule  details about chase of this  1 pt rule  8 pt box, 1 pt stroke  8.5 pt regular, italic, caps & 10.2 pt leading  2 pt rule  |
| OTHER USED VEHICLE WARRANTY APPLIES.  Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusion-obligations.  SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your pur vehicle, implied warranties under your state's laws may give you additional rights.  | s, and repair  10.2 pt leading  1 pt rule 8 pt box, 1 pt stroke 8.5 pt regular, italic, caps & 10.2 pt leading 2 pt rule  9 pt regular, bold, caps & lossercar.gov.  10.8 pt leading                                      |
| □ OTHER USED VEHICLE WARRANTY APPLIES.  Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusion obligations.  □ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your pur vehicle, implied warranties under your state's laws may give you additional rights.  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 info how to obtain a vehicle history report, visit fit gov/usedcars. To check for open safety recalls, visit you will need the vehicle identification number (VIN) shown above to make the best use of the res | s, and repair  details about rehase of this  1 pt rule 8 pt box, 1 pt stroke 8.5 pt regular, italic, caps & 10.2 pt leading 2 pt rule  commation on safercar gov. ources on  10.8 pt leading                              |

 $\ensuremath{^{\star}}$  Typeface is Arial, text is flush left unless otherwise noted.

Figure 3 to Part 455—Back of Buyers Guide (English)

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

| Here is a list of some major defects that m  | ay occur in used vehicles  |  | 7 pt regular, cap & lc   |
|--|--|--|--|
| Here is a list of some major defects that in Frame. 8 Body Frame-shoot, corrective weids, or nucled through!  Dog trackes—bent or twisted frame Engine Coll selesge, excluding nimital seepage Cell selesge, excluding nimital selesge, excluding normal seepage Office national selesge, excluding normal seepage National cludical selesge, excluding normal seepage National selesge or cellsesge, excluding normal seepage National selesge or cellsesge, excluding normal seepage National selesge or selesge, excluding normal seepage National Selesge or s | ay occur in used vehicles.  Cooling System Lesiages enduring melator Improved tractioning water pump Electrical System Boldeny leakage Boldeny leakage Index on starter Fuel System Cooling Coolin | Starring System  Too much the play at steering wheel (COT specs) Free play in linkage more than 144 inch Steering gear brids or jeans Front wheels dayind improperly Front wheels dayind improperly Power until belts cradead or slighting Power until belts cradead or slighting Fower until belts cradead or slighting Belt play seems demaped Stabilizer ber disconnected Shoot's absorber mounting lose Robot's absorber mounting lose Robot's absorber mounting lose Robot's absorber in gelling or functioning improperly Tires Tread depth less than 2/52 inch States memadited States memadited Visible crades, damage or repairs Wheels Visible crades, damage or repairs Mounting bott to lose or missing Exhaust System Leslage Calalytic Converter | 7 pt regular, cap & lc 144 pt columns, left, center, 7 pt bold, 2 pt before para, 7 pt regular, 15 pt left ind, -10 pt first line ind 8.4 pt leading |
| DEALER NAME ADDRESS  |  |  | 2 pt rule 0.5 pt rules 8 pt regular, caps 25 pts between rules   |
|  |  |  |  |
| TELEPHONE  | EMAIL  |  |  |
| FOR COMPLAINTS AFTER SALE, CONT  | ACT:   |  |  |
|  |  |  |  |
| PORTANT: The information on this   | form is part of any contract to buy this   |  | 2 pt rule<br>9 pt bold & regular, caps & l<br>10.8 pt leading  |

<sup>\*</sup> Typeface is Arial, text is flush left unless otherwise noted.

## Pt. 455, Fg. 4

## 16 CFR Ch. I (1-1-20 Edition)

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)

|  |   | ı  |
|--|---|--|
|  | GUÍA DEL COMPRADOR  | 26 pt bold caps centered 1 pt rule   |
|  | TANTE: Las promesas verbales son difficiles de hacer cumplir. Solicite al concesionario que ponga todas las<br>as por escrito. Conserve este formulario.  | 8.5 pt bold & regular, caps & 10.2 pt leading 0.5 pt rule  |
|  | EL VEHÍCULO MODELO AÑO NÚMERO DE IDENTRIPICACIÓN DEL VEHÍCULO (NIII)  ANTÍAS PARA ESTE VEHÍCULO:  | 6 pt regular caps<br>12 pt bold caps   |
|  | COMO ESTÁ - SIN GARANTÍA DEL CONCESIONARIO EL CONCESIONARIO NO PAGARÁ NINGUNA REPARACIÓN. El concesionario no provee una garantia para  | 2 pt rule 22 pt box, 1 pt stroke 24 pt bold caps 24 pt leading 8.5 pt regular, caps & lc 10.2 pt leading   |
|  | reparaciones hechas después del momento de la venta.  | 1 pt dashed rule   |
|  | GARANTÍA DEL CONCESIONARIO  | 22 pt box, 1 pt stroke<br>24 pt bold caps  |
|  | GARANTÍA COMPLETA.  | 8 pt boxes, 1 pt stroke  |
|  | GARANTÍA LIMITADA. El concesionario pagará el   | 8.5 pt regular, italic, caps & lo<br>10.2 pt leading   |
|  |   |  |
| SISTEI   | adicionales.  MAS CUBIERTOS: DURACIÓN:  | 9 pt bold caps, 2 columns  |
| GAR/   | adicionales.  | 12 pt bold caps<br>2 pt rule   |
| GAR/<br>□ LA (<br>algu<br>□ SE/  | adicionales.  WAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para nos de los componentes del vehículo.  PALICIA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.   | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke  |
| GARA LA ( algu SE) SE) Pidale:   | adicionales.  WAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantia original del fabricante no ha expirado para nos de los componentes del vehículo.  | 12 pt bold caps 2 pt rule 8 pt boxes, 1 pt stroke 8.5 pt regular, caps & lc 10.2 pt leading  |
| GARA  LA Calgu  SE  SE  Pidale a obligaci  COP  este com                                     | adicionales.  WAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para nos de los componentes del vehículo.  APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.  al concesionarió una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las  | 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  |
| GARA  LA Calgu SE, SE, Pidale a obligaci COn este com gara                                   | adicionales.  WAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantia original del fabricante no ha expirado para nos de los componentes del vehículo.  APLICA LO GRANATÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA LO GRANATÍA DEL PARA VEHÍCULOS USADOS.  APLICA LO GRANATÍA DEL PARA VEHÍCULOS USADOS.  IL concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las onese de reparación.  ITRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si pro un contrato de mantenimiento dentro de los 90 dias desde el momento en que compré el vehículo, las  | 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 |
| GARA  LA dalgu SE. SE. Pidale a obligaci COI este com gara  OBTEN DEFEE OBTEN DEFEE Upendiei | adicionales.  WAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  BARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantia original del fabricante no ha expirado para nos de los componentes del vehículo.  PALICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.  APLICA DIRA GARANTÍA PARA VEHÍCULOS USADOS.  I concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las ones de reparación.  VITRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para vehículo. Pegunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si pra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las initias implicitas según las leyes de su estado podrária darie derechos adicionales. | 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                                |

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

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

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

|  | GUÍA DEL COMPRADOR   | 26 pt bold caps centered   |
|--|--|--|
|  | TANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las<br>as por escrito. Conserve este formulario.  | 8.5 pt bold & regular, caps & lo   |
|  | EL VEHÍCULO MODELO AÑO NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (MI)  ANTÍAS PARA ESTE VEHÍCULO:  | 0.5 pt rule<br>6 pt regular caps<br>12 pt bold caps  |
| П  | SOLO GARANTÍAS IMPLÍCITAS  | 2 pt rule<br>22 pt box, 1 pt stroke  |
| LJ   | El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las garantías implicitas según las leyes estatales podrían darte algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando comor del vehículo.  | 24 pt bold caps<br>8.5 pt regular, italic, caps & lc<br>10.2 pt leading  |
|  |  | 1 pt dashed rule   |
|  | GARANTÍA DEL CONCESIONARIO   | 22 pt box, 1 pt stroke<br>24 pt bold caps  |
|  | GARANTÍA COMPLETA.   | 8 pt boxes, 1 pt stroke  |
|  | GARANTIA LIMITADA. El concesionario pagará el% de la mano de obra y el% de las partes de los sistemas cubiertos que failen durante el período de garantia. Pidale al concesionario una copia de la garantia y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de la companio del companio del companio de la companio del companio del companio de la companio del companio del companio del companio del companio | 8.5 pt regular, italic, caps & lc<br>10.2 pt leading   |
|  | reparación del concesionario. Las garantías implicitas, según las leyes de su estado, podrían darle derechos   |  |
| SISTER   | reparación del concesionano. Las <i>garantias implicitas</i> , segun las leyes de su estado, podrán darie derecnos addicionales.  MAS CUBIERTOS:  DURACIÓN:  | 9 pt bold caps, 2 columns  |
| GAR/   | adicionales  MAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA, La garantía original del fabricante no ha expirado para   | 12 pt bold caps<br>2 pt rule   |
| GAR/<br>□ LA C<br>algu   | adicionales.  MAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para mos de los componentes del vehículo.   | 12 pt bold caps  |
| GAR/<br>□ LA C<br>algu<br>□ SE /   | adicionales  MAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA, La garantía original del fabricante no ha expirado para   | 12 pt bold caps<br>2 pt rule<br>8 pt boxes, 1 pt stroke  |
| GARA  LA Calgu SE A SE A Pídale a  | adicionales.  MAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para nos de los componentes del vehículo.  APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.   | 12 pt bold caps<br>2 pt rule<br>8 pt boxes, 1 pt stroke<br>8.5 pt regular, caps & lc<br>10.2 pt leading  |
| GARA  LA C algu SE A SE A P(dale a obligaci CON este com   | ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para mos de los componentes del vehículo.  APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.  Is concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las   | 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   |
| GARA  LA Calgu SE A  SE A  Pidale a obligaci CON este com gara                                     | adicionales.  MAS CUBIERTOS: DURACIÓN:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  SARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantia original del fabricante no ha expirado para inos de los componentes del vehículo.  APLICA LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantia original del fabricante no ha expirado para inos de los componentes del vehículo.  APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.  al concesionario una copia del documento de garantia y una explicación de la cobertura, las exclusiones y las ones de reparación.  VITRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para e vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si pre un contrato de mantenimiento dentro de los 90 días desde el momento en que compre del vehículo, las   | 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 |
| GARA  LA Calgu SE A  Pidale a obligaci CON este com gara  PREGU FUERA  OBTEN DEFEC Vehicul pendier | ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  ANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:  BARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para nos de los componentes del vehículo. APLICA La GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA LA GARANTÍA PEL FABRICANTE PARA VEHÍCULOS USADOS.  APLICA DOTRA GARANTÍA PARA VEHÍCULOS USADOS.  APLICA DOTRA GARANTÍA PARA VEHÍCULOS USADOS.  VENTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para vehículo. Preginte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si pra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las antias implicitas según las leyes de su estado podrán adráe derechos adicionales.  SINTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O   | 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                               |

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

## 16 CFR Ch. I (1-1-20 Edition)

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

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

| Chasis y carroceria  | Sistema de enfriamiento  | rrir en vehículos usados.<br>Sistema de dirección  | 8 pt regular, cap & lc   |
|--|--|--|--|
| Challey serrocaria, sodiaduras correctivas u cividades por solucidades por sol | Paredusis, includas las del radiador Peredusis, incluidas las del bomba de destrucción del Peredusis en la batería Peruconamiento indecusado del aternador, generador, bateria o arranciador Sistema de combustible Peredusia visibles Accesarios fuera de servicio (a peredusida del Peredusia Aria soundicionado). A describado por la peredución del Peredusia Aria soundicionado (a peredución del Peredusia Aria soundicionado). Sistema de frenos Sistema de frenos Peredusia (a peredución del Peredusia Peredusia Aria soundicionado). Pose empeñador el pede despuis especificaciones del DOT (a pede del Peredusia no pede del Peredución del Peredusia (región especial incubicario del Peredusia). Peredución del pede del Peredución del Peredusia (región especial peredución del P | saturna de l'unico en el volante i seguin besendante del Diri Usage meyor a 14 de pulgade en el variligie.  El mecanismo de deracción se traba Afrescolón inadecuada de las rundes independente de la maleracción de la maleracción de la maleracción de la unidad de potencia (maleracción de la unidad de potencia duridad de inductos de la unidad de la unida | 144 pt columns, left, cente 7 pt bold, 2 pt before para 7 pt regular, 15 pt left ind, -10 pt first line ind 8.4 pt leading |
|  |  |  | 2 mt mula  |
|  |  |  | 2 pt rule<br>0.5 pt rules  |
| NOMBRE DEL CONCESIONARIO   |  |  | 8 pt regular, caps   |
| DIRECCIÓN DEL CONCESIONARIO  |  |  | 25 pts between rules   |
| TELÉFONO   | CORREO ELECTRÓ   | NICO   |  |
|  | A COMUNIQUESE CON:   |  |  |
| PARA QUEJAS DESPUÉS DE LA VENTA  |  |  |  |

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

[81 FR 81679, Nov. 18, 2016]

## PART 456—OPHTHALMIC PRACTICE **RULES (EYEGLASS RULE)**

Sec.

456.1 Definitions.

456.2 Separation of examination and dispensing.

456.3 Federal or State employees. 456.4 Declaration of Commission Intent.

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

AUTHORITY: 15 U.S.C. 57a; 5 U.S.C. 552.

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

## § 456.1 Definitions.

- (a) A patient is any person who has had an eye examination.
- (b) An eye examination is the process of determining the refractive condition