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 information 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

§ 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 8,500 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
Federal Trade Commission § 455.2

five (5) or more used vehicles in the previous twelve months, but does not include a bank or financial institution, a business selling a used vehicle to an employee of that business, or a lessor selling a leased vehicle by or to that vehicle’s lessee or to an employee of the lessee.

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

(5) *Warranty* means any undertaking in writing, in connection with the sale by a dealer of a used vehicle, to refund, repair, replace, maintain or take other action with respect to such used vehicle and provided at no extra charge beyond the price of the used vehicle.

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

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

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

§ 455.2 Consumer sales—window form.

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

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

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

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

VEHICLE MAKE: ____________________________________________ MODEL: ___________________________ YEAR: ____________ VIN NUMBER: ____________________________

DEALER STOCK NUMBER (Continued) ____________________________________________

WARRANTIES FOR THIS VEHICLE:

☐ AS IS - NO WARRANTY

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

☐ WARRANTY

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

SYSTEMS COVERED: ____________________________ DURATION: ____________________________

__________________________________________

__________________________________________

__________________________________________

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

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

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

<table>
<thead>
<tr>
<th>Frame &amp; Body</th>
<th>Base System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frame cracks, corrosion, leaks, or rusted through</td>
<td>Fuel tank is not 1985 compliant (DOT spec)</td>
</tr>
<tr>
<td>Dislocations—e.g., twisted frame</td>
<td>Fuel tank is not IN 1985 compliant (DOT spec)</td>
</tr>
<tr>
<td>Engine</td>
<td>Does not meet vehicle emission standards (DOT spec)</td>
</tr>
<tr>
<td>Oil leakage, excluding normal seepage</td>
<td>Does not meet vehicle emission standards (DOT spec)</td>
</tr>
<tr>
<td>Fuel leak or spills</td>
<td>Does not meet vehicle emission standards (DOT spec)</td>
</tr>
<tr>
<td>Battery failed or unable to operate</td>
<td>Heavy damaged (DOT spec)</td>
</tr>
<tr>
<td>Manual or automatic transmission failure</td>
<td>Lightly damaged</td>
</tr>
<tr>
<td></td>
<td>Power unit not operating or leaking</td>
</tr>
<tr>
<td>Automatic exhaust discharge</td>
<td>Structural or mechanical parts damaged</td>
</tr>
<tr>
<td>Transmission &amp; Drive Shaft</td>
<td>Steering System</td>
</tr>
<tr>
<td>Physical fault or damage excluding normal repair</td>
<td>Tires</td>
</tr>
<tr>
<td>Oil leak or damage case which is visible</td>
<td>Trust depth less than 2.32 inch</td>
</tr>
<tr>
<td>Alimentary noise or vibration caused by faulty</td>
<td>Tread wear greater than 1/8 inch</td>
</tr>
<tr>
<td>Balancing of drive shaft</td>
<td>Tread depth less than 1/16 inch</td>
</tr>
<tr>
<td>Weakness in any gear</td>
<td>Tire花纹 damaged</td>
</tr>
<tr>
<td>Manual clutch slips or slams</td>
<td>Disc brake pads or shoes damaged</td>
</tr>
<tr>
<td>Differential</td>
<td>Disc brake calipers damaged</td>
</tr>
<tr>
<td>Leak from seal or leakage excluding normal</td>
<td>Disc brake caliper brackets or pins damaged</td>
</tr>
<tr>
<td>repair</td>
<td>Disc brake caliper hardware missing</td>
</tr>
<tr>
<td>Differential</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Leaking including seals</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>improperly functioning water pump</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Electrical System</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Battery failure</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Improperly functioning alternator, generator,</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>brakes, or starter</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Fuel System</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Valve leakage</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Inoperative Accessories</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Gauge or warning devices</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Air container</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
<tr>
<td>Heater &amp; Defroster</td>
<td>Disc brake caliper lines or fittings damaged</td>
</tr>
</tbody>
</table>

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

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

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

**IMPLIED WARRANTIES ONLY**

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

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

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

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

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

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

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

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

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

Service Contract

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

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

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

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

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

\(^1\)See §455.5 n. 4 for the Spanish version of this disclosure.

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

\(^3\)See §455.5 n. 4 for the Spanish version of this disclosure.

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§ 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.

§ 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.

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 Spanish language translation of that form. Use the following translation and layout for Spanish language sales:  

VerDate Mar<15>2010 11:49 Mar 18, 2011 Jkt 223051 PO 00000 Frm 00521 Fmt 8010 Sfmt 8010 Y:\SGML\223051.XXX 223051erowe on DSK5CLS3C1PROD with CFR

4Use the following language for the “Implied Warranties Only” disclosure when required by §455.2(b)(1):

Garantías implícitas solamente

Este término significa que el vendedor no hace promesas específicas de arreglar lo que requiera reparación cuando usted compra el vehículo o después del momento de la venta. Pero, las “garantías implícitas” de la ley estatal pueden darle a usted algunos derechos y hacer que el vendedor resuelva problemas graves que no fueron evidentes cuando usted compró el vehículo.

Use the following language for the “Service Contract” disclosure required by §455.2(b)(3):

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.
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.

<table>
<thead>
<tr>
<th>MARCA DEL VEHÍCULO</th>
<th>MODELO</th>
<th>AÑO</th>
<th>NÚMERO DE IDENTIFICACIÓN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GARANTÍAS PARA ESTE VEHÍCULO:

☐ COMO ESTÁ—SIN GARANTÍA

USTED PAGARA 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 el ___% de la mano de obra y el ___% 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 expliquen 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 darte a usted incluso más derechos.

SISTEMAS CUBIERTOS POR LA GARANTÍA:

☐ ELECTRÓNICA
☐ COMBUSTIBLE
☐ FRENO
☐ SUSPENSIÓN
☐ NEUMÁTICO
☐ RENDIMIENTO
☐ MOTOR
☐ CAJA DE VELOCIDADES
☐ TRANSMISIÓN
☐ ACAVO
☐ SUSPENSIÓN
☐ EJES
☐ ESTILO
☐ SEGURIDAD
☐ ACABADO
☐ COMODIDAD
☐ CONVENIENCIA
☐ SEGURIDAD
☐ CONFiABILIDAD
☐ MANiPULACiÓN
☐ COMUNiCACIÓN
☐ ESTILO
☐ ACABADO
☐ CONVENiENcIA

DURACIÓN:

☐ 1 AÑO
☐ 2 AÑOS
☐ 3 AÑOS
☐ 4 AÑOS
☐ 5 AÑOS

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 TRASLAR UN MECANICO PARA QUE INSPECCIONE EL AUTOMÓVIL O LLEVAR EL AUTOMÓVIL PARA QUE ESTE LO INSPECCIONE EN SU TALLER.

VEASE 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.
§ 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.

PART 456—OPHTHALMIC PRACTICE RULES (EYEGLASS RULE)

Sec. 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 of a person’s eyes or the presence of any visual anomaly by the use of objective or subjective tests.

(c) **Ophthalmic goods** are eyeglasses, or any component of eyeglasses, and contact lenses.

(d) **Ophthalmic services** are the measuring, fitting, and adjusting of ophthalmic goods subsequent to an eye examination.

(e) An **ophthalmologist** is any Doctor of Medicine or Osteopathy who performs eye examinations.

(f) An **optometrist** is any Doctor of Optometry.

(g) A **prescription** is the written specifications for lenses for eyeglasses which are derived from an eye examination, including all of the information specified by state law, if any, necessary to obtain lenses for eyeglasses.

§ 456.2 Separation of examination and dispensing.

It is an unfair act or practice for an ophthalmologist or optometrist to:

(a) Fail to provide to the patient one copy of the patient’s prescription immediately after the eye examination is completed. Provided: An ophthalmologist or optometrist may refuse to give the patient a copy of the patient’s prescription until the patient has paid for the eye examination, but only if that ophthalmologist or optometrist would have required immediate payment from that patient had the examination revealed that no ophthalmic goods were required;

(b) Condition the availability of an eye examination to any person on a requirement that the patient agree to purchase any ophthalmic goods from the ophthalmologist or optometrist;

(c) Charge the patient any fee in addition to the ophthalmologist’s or optometrist’s examination fee as a condition to releasing the prescription to the patient. Provided: An ophthalmologist or optometrist may charge an additional fee for verifying ophthalmic goods dispensed by another seller when the additional fee is imposed at the time the verification is performed; or

(d) Place on the prescription, or require the patient to sign, or deliver to the patient a form or notice waiving or disclaiming the liability or responsibility of the ophthalmologist or optometrist for the accuracy of the eye examination or the accuracy of the ophthalmic goods and services dispensed by another seller.

§ 456.3 Federal or State employees.

This rule does not apply to ophthalmologists or optometrists employed by any Federal, State or local government entity.

§ 456.4 Declaration of Commission Intent.

In prohibiting the use of waivers and disclaimers of liability in § 456.2(d), it is not the Commission’s intent to impose liability on an ophthalmologist or optometrist for the ophthalmic goods and services dispensed by another seller pursuant to the ophthalmologist’s or optometrist’s prescription.

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

Rules applicable to prescriptions for contact lenses and related issues may be found at 16 CFR part 315 (Contact Lens Rule).

[69 FR 40511, July 2, 2004]