

Buyers Guide And Contract Clause

the warranty block of a used vehicle Buyers Guide, with the paragraph the sales contract must carry, checked against the dealership's own record | Marked-up specimen

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A window form using shorthand the rule forbids, beside a contract paragraph missing one of the two sentences the rule supplies.

ORIGINAL, WITH EDITS MARKED

SPECIMEN, PREPARED BY EDITFAST FOR ILLUSTRATION. NOT A REAL FORM. Prepared for Halloway Motors (fictitious), Buyers Guide warranty block and contract clause

EXTRACT FROM THE DEALERSHIP'S RECORD (reproduced unchanged in both panels)

DR-1 Coverage approved by the general manager: engine, transmission and differential.

DR-2 Duration approved: 60 days or 2,000 miles, whichever occurs first.

DR-3 Cost split approved: the dealership pays 50 percent of parts and 50 percent of labor.

DR-4 The warranty is a limited warranty. The dealership has not undertaken the federal minimum standards for a full warranty.

DR-5 The sale is conducted in English.

DR-6 The record does not say whether a service contract is made available on this vehicle.

BUYERS GUIDE, WARRANTY BLOCK

☒ WARRANTY¹

Covered: power train²

Duration: 60 days/2,000 miles³

Dealer pays: half⁴

CLAUSE IN THE CONTRACT OF SALE

The information you see on the window form for this vehicle is part of this contract.⁵

WHAT CHANGED, AND WHY

#	Was	Now	Reason
1	[X] WARRANTY	[X] LIMITED WARRANTY	DR-4 records the warranty as limited. Paragraph 455.2(b)(2)(i) has the dealer mark the box next to Full or Limited, and reserves the undesignated form for vehicles manufactured before July 4, 1975. A full designation would carry consequences of its own, because 15 U.S.C. 2304(e) deems a warranty designated full to incorporate the federal minimum standards.
2	Covered: power train	Covered: engine, transmission, differential	Paragraph 455.2(b)(2)(ii) requires the specific systems to be named and provides that a dealer cannot use shorthand "such as 'drive train' or 'power train' for covered systems." DR-1 gives the three systems the general manager approved, which are also the rule's own example.
3	Duration: 60 days/2,000 miles	Duration: 60 days or 2,000 miles, whichever occurs first	Paragraph 455.2(b)(2)(iii) requires the duration, and gives "30 days or 1,000 miles, whichever occurs first" as its example of the form. A solidus leaves it open whether the two limits run together or in the alternative, and DR-2 settles which the dealership meant.
4	Dealer pays: half	Dealer pays: 50% of the parts and 50% of the labor	Paragraph 455.2(b)(2)(iv) requires the percentage of the repair cost paid by the dealer, and gives as its example a statement of the percentage of labor and of parts separately. DR-3 gives both figures.
5	The information you see on the window form for this vehicle is part of this 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.	Section 455.3(b) sets out two sentences to be included conspicuously in each consumer contract of sale. The clause carried the first and stopped, so the contract said the form was part of it without saying which prevails.
6	(nothing addresses a service contract)	[Query to the dealership: DR-6 does not say whether a service contract is made available on this vehicle. Where one is, 16 CFR 455.2(b)(3) adds a prescribed heading and paragraph below the non-dealer warranties section and a box to mark, unless offering it is the business of insurance regulated by state law. Nothing has been added.]	Whether a service contract is offered is a commercial decision for the dealership, and the record does not record one. The requirement is raised rather than answered.