

# N. Y. STATE DEALER LIMITED USED PASSENGER VEHICLE WARRANTY

Dealer Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Vin # \_\_\_\_\_ Odometer Reading \_\_\_\_\_

## Terms of Warranty as required by New York State Law:

"I," "me" and "my" refer to the Buyer or Lessee. "You" and "your" refer to the Seller or Lessor. You warrant that you will repair or replace, without cost to me, the failure of a covered part on the vehicle described in the agreement between you and me on the following conditions:

**[1] Term of warranty.** If the vehicle has 36,000 miles or less, this warranty is for 90 days or 4,000 miles, whichever comes first. If the vehicle has more than 36,000 miles, but less than 80,000 miles, this warranty is for 60 days or 3,000 miles, whichever comes first. If the vehicle has 80,000 miles or more, but no more than 100,000 miles, this warranty is for 30 days or 1,000 miles, whichever comes first. The mileage is shown on the agreement between you and me. The term of this warranty is extended for periods during which the vehicle is in the possession of you or your agent for repairs and/or during which repair services are not available because of war, invasion, strike, fire, flood, or other natural disaster.

**[2] Vehicles covered.** This warranty applies only to a used motor vehicle which, at the time of purchase has less than 18,000 miles of operation or is purchased two (2) years or more after the date of original delivery. Motorcycles, trailers and other vehicles and any used motor vehicle with a purchase price of less than \$1,500.00 are not covered by this warranty. This warranty does not apply to cars registered pursuant to Section 401 of the Vehicle and Traffic Law.

**[3] Parts covered by this warranty.** The following parts only are covered:  
(a) Engine. All lubricated parts, water and fuel pump, manifolds, engine block, cylinder head, rotary engine, pistons, flywheels;  
(b) Transmission. Transmission case, internal parts, torque converter;  
(c) Drive Axle. Front and rear axle housings, internal parts, axle and roller shafts, universal joints;  
(d) Brakes. Master and wheel cylinders, vacuum assist booster, hydraulic lines, fittings, disc brake calipers;  
(e) Radiator;  
(f) Steering. Steering gear housing, all internal parts, steering pump, tie rod ends, body union and rack;  
(g) Alternator, generator, starter, ignition system (except battery).

**[4] Items not covered.** This warranty does not cover:  
(a) failure of covered parts caused by lack of customary maintenance, collision, abuse, negligence, theft, vandalism, fire or other casualty, or damage from the environment; the odometer has been stopped or altered so that the vehicle's actual mileage cannot be readily determined or if a covered part has been used so as to cause it or another covered part, to fail;  
(b) maintenance services and parts used in connection with such services such as seals, gaskets, fluids, oil or grease unless required in connection with a repair of a covered part;  
(c) tune up;  
(d) failure resulting from overloading, towing a trailer or another vehicle (unless vehicle purchased is equipped for this as recommended by the manufacturer);  
(e) failure if the vehicle is used to carry passengers for hire or rented to someone else;  
(f) repair to valves and/or rings to correct low compression and/or oil consumption which are considered normal wear.

**[5] Limitation of damages.** You shall not be held responsible for property damage arising or allegedly arising out of the failure of a covered part. I also agree that you will not be liable to me for the loss of the use of the vehicle, the loss of time, inconvenience, commercial loss, incidental, consequential or special damages.

**[6] Who may enforce the warranty.** This warranty may be enforced by me, or if the vehicle is transferred to my spouse or child, by my spouse or child. No other person may enforce this warranty.

**[7] Other warranties.** This warranty is in lieu of any other express warranty by you. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE SAME TERM AS THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages. Some of the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**[8] Notice of warranty claims.** To make a claim under this warranty, I must notify you of the claim within the specified warranty period and further I understand that this warranty requires that you (the selling/leasing dealer) or your agent must repair or at your election reimburse me for the reasonable cost of repairing the failure of a covered part.

## -NOTICE TO USED VEHICLE BUYER/LESSEE-

If you are entitled to a refund under section 198-b of the General Business Law, the dealer may, instead of returning your trade-in, pay you its wholesale value determined by reference to the National Auto Dealers Association Used Car Guide or another guide approved by the Commissioner of Motor Vehicles, adjusted for mileage, improvements and major physical/mechanical defects, and not the value listed in the contract.

In witness whereof we have attached our signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(dealership) by \_\_\_\_\_ (department head)

\_\_\_\_\_  
(buyer/lessee)

## USED CAR LEMON LAW BILL OF RIGHTS

1. IF YOU PURCHASE A USED CAR FOR MORE THAN ONE THOUSAND FIVE HUNDRED DOLLARS, OR LEASE A USED CAR WHERE YOU AND THE DEALER HAVE AGREED THAT THE CAR'S VALUE IS MORE THAN ONE THOUSAND FIVE HUNDRED DOLLARS, FROM ANYONE SELLING OR LEASING THREE OR MORE USED CARS A YEAR, YOU MUST BE GIVEN A WRITTEN WARRANTY.

2. IF YOUR USED CAR HAS 18,000 MILES OR LESS, YOU MAY BE PROTECTED BY THE NEW CAR LEMON LAW.

3. (A) IF YOUR USED CAR HAS MORE THAN 18,000 MILES AND UP TO AND INCLUDING 36,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 90 DAYS OR 4,000 MILES, WHICHEVER COMES FIRST.

(B) IF YOUR USED CAR HAS MORE THAN 36,000 MILES BUT LESS THAN 80,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 60 DAYS OR 3,000 MILES, WHICHEVER COMES FIRST.

(C) IF YOUR USED CAR HAS 80,000 MILES OR MORE BUT NO MORE THAN 100,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 30 DAYS OR 1,000 MILES, WHICHEVER COMES FIRST. CARS WITH OVER 100,000 MILES ARE NOT COVERED.

4. IF YOUR ENGINE, TRANSMISSION, DRIVE AXLE, BRAKES, RADIATOR, STEERING ALTERNATOR, GENERATOR, STARTER, OR IGNITION SYSTEM (EXCLUDING THE BATTERY) ARE DEFECTIVE, THE DEALER OR HIS AGENT MUST REPAIR OR, IF HE SO CHOOSES, REFUND YOU FOR THE REASONABLE COST OF REPAIR.

5. IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER THREE OR MORE ATTEMPTS, YOU ARE ENTITLED TO RETURN THE CAR AND RECEIVE A REFUND OF YOUR PURCHASE PRICE OR OF ALL PAYMENTS MADE UNDER YOUR LEASE CONTRACT, AND OF SALES TAX AND FEES, MINUS A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL USAGE OR WEAR, AND, IN THE CASE OF A LEASE CONTRACT, A CANCELLATION OF ALL FURTHER PAYMENTS YOU ARE OTHERWISE REQUIRED TO MAKE UNDER THE LEASE CONTRACT.

6. IF YOUR CAR IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF FIFTEEN DAYS OR MORE DURING THE WARRANTY PERIOD YOU ARE ENTITLED TO RETURN THE CAR AND RECEIVE A REFUND OF YOUR PURCHASE PRICE OR OF ALL PAYMENTS MADE UNDER YOUR LEASE CONTRACT, AND OF SALES TAX AND FEES, MINUS A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL USAGE OR WEAR, AND, IN THE CASE OF A LEASE CONTRACT, A CANCELLATION OF ALL FURTHER PAYMENTS YOU ARE OTHERWISE REQUIRED TO MAKE UNDER THE LEASE CONTRACT.

7. A DEALER MAY INSERT INTO THE WRITTEN WARRANTY CERTAIN PROVISIONS WHICH WILL PROHIBIT YOUR RECEIVING OR OBTAINING CERTAIN CONDITIONS; HOWEVER, THE DEALER MAY NOT CAUSE YOU TO WAIVE ANY RIGHTS UNDER THIS LAW.

8. A DEALER MAY REFUSE TO REFUND YOUR PURCHASE PRICE, OR THE PAYMENTS MADE UNDER YOUR LEASE CONTRACT, IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR CAR, OR IF THE PROBLEM IS CAUSED BY ABUSE, NEGLIGENCE, OR UNREASONABLE MODIFICATION.

9. IF A DEALER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE DEALER MAY REFUSE TO REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE. IF THE DEALER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY PROVIDED BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.

10. AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE DEALER YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

11. IF ANY DEALER REFUSES TO HONOR YOUR RIGHTS OR YOU ARE NOT SATISFIED BY THE INFORMAL DISPUTE SETTLEMENT PROCEDURE, COMPLAIN TO THE NEW YORK STATE ATTORNEY GENERAL, EXECUTIVE OFFICE, CAPITOL, ALBANY, N.Y. 12224.

A cost free alternative to the Attorney General's Alternative Dispute Settlement Procedure in the New York State Automotive Consumer Action Program (AUTOCAP), sponsored by the New York State Automobile Dealer Association.

For information as to whether the selling dealer participates in a statewide or local AUTOCAP mediation program, call 1-800-342-9208.