
NEW JERSEY ADMINISTRATIVE CODE
TITLE 13
LAW AND PUBLIC SAFETY
CHAPTER 45A
SUBCHAPTER 26F
UNFAIR TRADE PRACTICES—USED
MOTOR VEHICLES—SALE AND
WARRANTY (USED CAR LEMON LAW)

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SUBCHAPTER 26F.
UNFAIR TRADE PRACTICES—USED MOTOR VEHICLES—SALE AND
WARRANTY

13:45A-26F.1 PURPOSE AND SCOPE

- a) The purpose of this subchapter is to implement N.J.S.A. 56:8-67 et seq., commonly known as the Used Car Lemon Law. The subchapter specifies which used motor vehicles are subject to the Act; the purchaser's as well as the dealer's obligations under the Act; the warranties which the dealer must provide; the conditions which must be met before a purchaser may waive a warranty; and the dealer's bonding and reporting requirements. In addition, the subchapter establishes a dispute resolution program within the Division of Consumer Affairs in conjunction with the Office of Administrative Law.
- b) This subchapter applies to:
- 1) Dealers (as defined in N.J.A.C. 13:45A-26F.2), who sell used motor vehicles in the State of New Jersey; and
 - 2) All consumers (as defined in N.J.A.C. 13:45A-26F.2), of used motor vehicles in the State of New Jersey.

13:45A-26F.2 DEFINITIONS

As used in this subchapter, the following words shall have the following meanings:

“As is” means a used motor vehicle sold by a dealer to a consumer without any warranty, either express or implied, and with the consumer being solely responsible for the cost of any repairs to that motor vehicle.

“Consumer” means the purchaser or prospective purchaser, other than for the purpose of resale, of a used motor vehicle normally used for personal, family or household purposes.

“Covered item” means and includes the following components of a used motor vehicle:
Engine—all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part. Transmission Automatic/Transfer Case—all internal lubricated parts, torque

converter, vacuum modulator, transmission mounts, seals and gaskets. Transmission Manual/Transfer Case—all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders. Front-Wheel Drive—all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets. Rear-Wheel Drive—all internal lubricated parts, propeller shafts, supports and U-joints, axle shafts and bearings, seals and gaskets.

“Dealer” means any person or business which sells, or offers for sale, a used motor vehicle after selling or offering for sale three or more used motor vehicles in the previous 12-month period.

“Deduction for personal use” means the mileage allowance set by the Federal Internal Revenue Service for business usage of a motor vehicle in effect on the date a used motor vehicle is repurchased by a dealer in accordance with N.J.S.A. 56:8-71, multiplied by the total number of miles a used motor vehicle is driven by a consumer from the date of purchase of that vehicle until the time of its repurchase.

“Director” means the Director of Consumer Affairs in the Department of Law and Public Safety.

“Excessive wear and tear” means wear or damage to a used motor vehicle beyond that expected to be incurred in normal circumstances.

“Material defect” means a malfunction of a used motor vehicle, subject to a warranty, which substantially impairs its use, value or safety.

“Model year” means the calendar year beginning January 1 and ending December 31 of the year listed on the motor vehicle’s title or certificate of ownership and vehicle identification number.

“Repair insurance” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specified mileage and provided at an extra charge beyond the price of the used motor vehicle.

“Sale” means the transfer of title of a used motor vehicle from the owner-seller to the purchaser-consumer and does not include those transactions in which the owner-seller has

obtained title to, or is granted the right to sell, a used motor vehicle by operation of law (for example, pursuant to N.J.S.A. 2C:64-7 or 54:49-13a), or in which the seller is a public entity or governmental unit.

“Service contract” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specific mileage or provided at an extra charge beyond the price of the used motor vehicle.

“Used motor vehicle” means a passenger motor vehicle, excluding motorcycles, motor homes and off-road vehicles, title to, or possession of which has been transferred from the person who first acquired it from the manufacturer or dealer, and so used as to become what is commonly known as “secondhand,” within the ordinary meaning thereof but does not mean a passenger motor vehicle, subject to a motor vehicle lease agreement which was in effect for more than 90 days, which is sold by the lessor to the lessee, or to a family member or employee of the lessee upon the termination of the lease agreement.

“Warranty” means any undertaking, in writing and in connection with the sale by a dealer of a used motor vehicle, to refund, repair, replace, maintain or take other action with respect to the used motor vehicle, and which is provided at no extra charge beyond the price of the used motor vehicle.

13:45A-26F.3 DEALER WARRANTY; FORM; SCOPE; PURCHASER’S OBLIGATIONS

- a) Upon the sale of a used motor vehicle in the State of New Jersey, the dealer shall furnish the consumer with a written warranty which meets the requirements of (c) below, unless:
- 1) The purchase price of the used motor vehicle is less than \$3,000;
 - 2) The used motor vehicle is over seven model years old;
 - 3) The used motor vehicle has been declared a total loss by an insurance company and the consumer has been notified in writing of that fact at, or prior to, sale;
 - 4) The used motor vehicle has more than 60,000 miles and the consumer elects to waive the warranty in writing pursuant to N.J.A.C. 13:45A-26F.4; or
 - 5) The used motor vehicle has more than 100,000 miles.

- b) The written warranty shall be in the same format, and contain all of the information in, the “Used Motor Vehicle Limited Warranty” form which is appended hereto as Appendix A, incorporated herein by reference, and have at least the following minimum durations:
- 1) If the used motor vehicle has 24,000 miles or less, the warranty shall be, at a minimum, 90 days or 3,000 miles, whichever comes first;
 - 2) If the used motor vehicle has more than 24,000 miles but less than 60,000 miles, the warranty shall be, at a minimum, 60 days or 2,000 miles, whichever comes first; or
 - 3) If the used motor vehicle has 60,000 miles or more, the warranty shall be, at a minimum, 30 days or 1,000 miles, whichever comes first, unless the consumer elects to waive this warranty pursuant to the terms of N.J.A.C. 13:45A-26F.4.
- c) The written warranty shall require the dealer, during the term of the warranty, to correct the failure or malfunction of a covered item as defined in N.J.A.C. 13:45A-26F.2, provided the used motor vehicle is delivered to the dealer, at the dealer’s regular place of business and subject to a deductible amount of \$50.00 to be paid by the consumer for each repair of a covered item. This written warranty shall exclude repairs covered by any manufacturer’s warranty or recall program, as well as repairs of a covered item required because of collision, abuse, or the consumer’s failure to properly maintain such used motor vehicle in accordance with the manufacturer’s recommended maintenance schedule, or from damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of such vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of such vehicle by someone other than the dealer.
- d) The warranty periods in (b) above shall be extended by any time period during which the used motor vehicle is waiting for the dealer or his agent to begin or complete repairs of a material defect of the used motor vehicle.
- e) If the dealer fails to provide the consumer with a written warranty required by N.J.S.A. 56:8-69, the dealer nevertheless shall be deemed to have given the warranty as a matter of law, unless a waiver has been signed by the consumer in accordance with N.J.S.A. 56:8-73 and N.J.A.C. 13:45A-26F.4.

13:45A-26F.4 WAIVER OF WARRANTY

- a) A consumer, as a result of a price negotiation for the purchase of a used motor vehicle with over 60,000 miles, may elect to waive the dealer’s obligation to provide a warranty on the used motor vehicle provided that:
- 1) The waiver is in writing;

- 2) The waiver shall be in the same format and contain all of the information in the “As Is’ Disclosure” form and the “Waiver of New Jersey Used Motor Vehicle Limited Warranty” form which are appended hereto as Appendices B and C, respectively, incorporated herein by reference; and
- 3) The waiver and disclosure forms are signed separate and apart from the contract of sale.

13:45A-26F.5 BOND REQUIREMENT

To assure compliance with the requirements of N.J.S.A. 56:8-77 et seq., a dealer shall provide a bond in favor of the State of New Jersey in the amount of \$10,000, executed by a surety company authorized to transact business in the State of New Jersey by the Department of Banking and Insurance and to be conditioned on the faithful performance of the provisions of N.J.S.A. 56:8-77 et seq. This bond shall be for the term of 12 months and shall be renewed at each expiration for a similar period. The Commissioner of the Motor Vehicle Commission shall not issue a dealer’s license and shall not renew a license of any dealer who has not furnished proof of the existence of such bond.

13:45A-26F.6 ADMINISTRATIVE FEE

- a) At the time of sale a dealer shall collect an administrative fee of \$0.50 from each consumer who purchases a used motor vehicle in the State of New Jersey.
- b) By the 15th of every January, a dealer shall mail to the Used Car Lemon Law Unit, the following:
 - 1) A check or money order made payable to the “New Jersey Division of Consumer Affairs,” in an amount equal to the total sum of administrative fees collected during the preceding calendar year; and
 - 2) A completed “Certification of Administrative Fees” form, which is appended to this subchapter as Appendix D, incorporated into this rule by reference, indicating the number of used cars sold each month by the dealer during the preceding calendar year.
- c) The Director may conduct random audits of dealers’ records to assure compliance with the Act and this subchapter.

13:45A-26F.7 PROCEDURES REGARDING REPAIR OF MATERIAL DEFECT

- a) When a consumer believes that a used motor vehicle does not conform to an applicable warranty the consumer shall:

- 1) Notify the dealer of a material defect; and
 - 2) Make the used motor vehicle available for repair by delivering the motor vehicle to the dealer at the dealer's regular place of business before the appropriate warranty period expires.
- b) If, within the terms of the warranty applicable to the used motor vehicle, the same material defect has been subject to repair three or more times by the dealer or the dealer's agent and the material defect continues to exist, or the used motor vehicle has been out of service a cumulative total of 20 or more days during the warranty period because the dealer has yet to begin or complete repair of the material defect, and the dealer fails to refund the full purchase price of the used motor vehicle excluding all sales taxes, title and registration fees, or any similar governmental charges and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the motor vehicle, then the consumer may seek resolution:
- 1) Through the Division of Consumer Affairs dispute resolution program in conjunction with the Office of Administrative Law;
 - 2) Through the Division of Consumer Affairs alternative dispute resolution procedure in which both parties agree to participate in informal settlement discussions with an independent third party who works to assist the participants in reaching a mutually satisfactory settlement;
 - 3) By filing an action in the Superior Court of New Jersey. Any party to an action asserting a claim, counterclaim or defense based upon violations of the Used Car Lemon Law shall mail a copy of the initial or responsive pleading containing the claim, counterclaim or defense to the Director and to the Used Car Lemon Law Unit within 10 days after filing the pleading with the court; or
 - 4) Through the dealer's informal dispute resolution procedures pursuant to N.J.A.C. 13:45A-26F.16, if available.
- c) A consumer who selects options (b)2 or 4 above and who fails to achieve a satisfactory result may seek resolution from among the remaining options.

13:45A-26F.8 USED CAR LEMON LAW UNIT; DUTIES; ADDRESS

- a) There is established within the Division of Consumer Affairs a section which shall process Used Car Lemon Law matters, to be known as the Used Car Lemon Law (UCLL) Unit which shall:
 - 1) Upon request, provide consumers with a brochure setting forth:

- i) Information regarding a consumer's rights and remedies under the relevant law; and
 - ii) The procedures to be followed in order to participate in the various dispute resolution systems;
- 2) Review and process applications received for dispute resolution;
 - 3) Compile a roster of motor vehicle dealers who sell used motor vehicles in New Jersey; and
 - 4) Perform such other duties as the Director may from time to time assign.
- b) All correspondence to the Division of Consumer Affairs regarding Used Car Lemon Law matters shall be directed to the attention of the UCLL Unit as follows:

Division of Consumer Affairs
Used Car Lemon Law Unit
PO Box 45039
124 Halsey Street
Newark, New Jersey 07101

13:45A-26F.9 PROCEDURES FOR RESOLVING A COMPLAINT

- a) To be eligible to have a dispute resolved in one of the forums set forth in N.J.A.C. 13:45A-26F.7, a consumer shall provide the following items to the UCLL Unit:
- 1) A completed application for dispute resolution (see N.J.A.C. 13:45A-26F.10) which can be obtained from the UCLL Unit; and
 - 2) Photocopies of all relevant supporting documentation.

13:45A-26F.10 APPLICATION FOR DISPUTE RESOLUTION

- a) The application for dispute resolution shall contain the following:
- 1) The name, address and telephone number of the consumer and lien-holder, if any;
 - 2) The date the used motor vehicle was purchased by the consumer from the dealer;
 - 3) The number of miles the motor vehicle had been driven prior to the date of purchase;

- 4) A written account of the events resulting in the dispute, including description(s) of the claimed material defect(s) and a chronology of the repair attempts;
 - 5) Photocopies of the statements of repair given to the consumer by the dealer or the dealer's agent, each time the used motor vehicle was examined or repaired; and
 - 6) Photocopies of the agreement of sale, the written warranty and any other documents related to the dispute.
- b) The application shall also contain a statement to the effect:
- 1) That the consumer believes that the used motor vehicle's use, value, or safety is substantially impaired by the defect(s) complained of;
 - 2) That the material defect(s) complained of is(are) not the result of abuse, neglect or unauthorized modification or alteration of the used motor vehicle by anyone other than the dealer or its agent;
 - 3) That within the applicable warranty period:
 - i) The consumer gave the dealer or its agent at least three opportunities to repair the material defect, and the material defect continues to exist; or
 - ii) The used motor vehicle has been out of service by reason of waiting for the dealer to begin or complete repair of the defective covered item for a cumulative total of 20 or more days since the date of purchase of the used motor vehicle by the consumer, and the material defect continues to exist; and
 - 4) Whether the consumer wishes to participate in:
 - i) The Division of Consumer Affairs' UCLL dispute resolution program in conjunction with the Office of Administrative Law; or
 - ii) The Division of Consumer Affairs' alternative dispute resolution procedure.

13:45A-26F.11 PROCESSING OF APPLICATIONS

- a) An application which has been submitted shall be reviewed by the UCLL Unit for completeness and compliance with the Used Car Lemon Law and this subchapter.

- 1) An incomplete application shall be returned to the consumer for completion.
- 2) An application which does not comply with this subchapter and the Used Car Lemon Law shall be rejected and the UCLL Unit shall notify the consumer of the reason for the rejection without making any determination as to whether the claimed defect is substantiated by the evidence or whether the defect substantially impairs the use, value or safety of the used motor vehicle.
- 3) An application which is accepted shall be date stamped to indicate acceptance and shall be directed to the Division's UCLL program or the Division's alternate dispute resolution procedure.

13:45A-26F.12 NOTIFICATION OF SCHEDULING OF HEARINGS

- a) Used motor vehicle dealers in New Jersey shall forward to the Division of Consumer Affairs, UCLL Unit, the name, address, telephone and telefax number of the person designated by the dealer to receive notices under the dispute resolution process. It shall be the duty of the dealer to update this information, as necessary.
- b) Upon acceptance of an application, the UCLL Unit shall send a notice by hand delivery or certified mail, return receipt requested, to the consumer and the dealer's designee.
- c) The UCLL Unit shall promptly thereafter refer an accepted application for dispute resolution to the Office of Administrative Law (OAL) or the Division's alternative dispute resolution procedure. The matter shall be conducted as a contested case by the OAL in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.
- d) Notice of the date, time and location of the hearing shall be mailed by OAL to both parties.
- e) Simultaneously with the notice of acceptance of the application, the UCLL Unit shall send a copy of the application materials to the dealer or the dealer's designee. Within 10 days of receiving the transmittal sheet from the Office of Administrative Law indicating the judge assigned to the case, the dealer shall mail by certified mail, return receipt requested, to the consumer at his or her address and to the Clerk of the Office of Administrative Law at the address stated on the transmittal sheet, a response to each of the statements set forth in the consumer application. The response shall also state whether the dealer objects to a proceeding on the papers if requested by the consumer.
- f) Applications for adjournments or rescheduling of the hearing shall be made in accordance with N.J.A.C. 1:1-9.6.

13:45A-26F.13 FINAL DECISION

- a) The Director shall mail notification of the rejected, modified or adopted decision to both parties, the lien-holder, if any, and the OAL.

- b) In instances in which the matter is resolved in favor of the consumer, the dealer shall advise the Director as to its compliance with the final decision no later than 10 days following the date stated for completion of all awarded remedies.

13:45A-26F.14 COMPUTATION OF REFUND

- a) The refund claimed by a consumer pursuant to N.J.S.A. 56:8-71 of the Used Car Lemon Law, whether through a dealer's informal dispute resolution process, the Division's alternate dispute resolution procedure or the Division's UCLL dispute resolution program, shall include:
 - 1) The total purchase price of the used motor vehicle excluding:
 - i) All sale taxes;
 - ii) Title and registration fees or any similar governmental charges;
 - iii) A reasonable allowance for excessive wear and tear if any; and
 - iv) A deduction for personal use (as that term is defined at N.J.A.C. 13:45A-26F.2) of the used motor vehicle by the consumer.

13:45A-26F.15 APPEALS

A dealer or consumer may appeal a final decision to the Appellate Division of the Superior Court no later than 45 days after the date of the final decision. A copy of the notice of appeal must also be filed with the Director.

13:45A-26F.16 DEALER'S INFORMAL DISPUTE RESOLUTION PROCEDURES

- a) Dealers who establish or participate in an informal dispute settlement procedure shall:
 - 1) Advise the UCLL Unit of the existence of its informal dispute resolution procedure; and

 - 2) Send the UCLL Unit an outline of the steps that a consumer must take in order to participate in the dealer's informal dispute resolution procedure; the information shall include all necessary addresses and phone numbers.

13:45A-26F.17 INDEX OF DISPUTES

- a) The Division of Consumer Affairs shall maintain an index of all used motor vehicle disputes by make, model, dealer and such other information as the Director requires, and shall compile and maintain statistics indicating the record of dealer compliance with any judgments or settlements.

- b) The index and statistical record of compliance shall be made available to the public.

13:45A-26F.18 VIOLATIONS

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violation of the provisions of this subchapter shall be subject to the sanctions contained in the Consumer Fraud Act.

APPENDIX A

APPENDIX A
Used Motor Vehicle Limited Warranty

Purchaser (Buyer):	Dealer (Seller):	Vehicle:
Name: _____		Year: _____
Street Address: _____		Make: _____
City _____ State _____ ZIP _____		Model: _____
Telephone Number (with area code): _____		VIN: _____ <small>(Vehicle Identification Number)</small>
Vehicle purchase date: _____ <small>Month Day Year</small>		Odometer reading: _____ <small>Miles</small>

Warranty: If used motor vehicle has (check appropriate box):

<input type="checkbox"/>	24,000 miles or less, the warranty is 90 days or 3,000 miles, whichever comes first.
<input type="checkbox"/>	24,001 to 60,000, the warranty is 60 days or 2,000 miles, whichever comes first.
<input type="checkbox"/>	60,001 to 100,000 the warranty is 30 days or 1,000 miles, whichever comes first.

Terms

Dealer agrees to repair or replace any covered part of the above vehicle upon failure or malfunction of a **Covered Item** specified in 2 below, subject to the following terms, conditions, exclusions and limitations:

- Who is covered by the limited warranty?** Only the purchaser named above. The warranty is not transferable to, nor enforceable by, any other person.
- What parts of the vehicle are covered by this limited warranty?** Under the law only "Covered Items" which include the following components of a used motor vehicle:
 - Engine**—all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part.
 - Transmission Automatic/Transfer Case**—all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets.
 - Transmission Manual/Transfer Case**—all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders.
 - Front Wheel Drive**—all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets.
 - Rear Wheel Drive**—all internal lubricated parts, propeller shafts, supports and U-joints, axle shaft and bearings, seals and gaskets.
- What is excluded from this limited warranty?**
 - Any and all parts not expressly specified in Part 2 above;
 - This written warranty excludes repairs covered by any manufacturer's warranty, or recall program, as well as repairs of a covered item required because of collision, abuse, or the purchaser's failure to properly maintain the used motor vehicle in accordance with the manufacturer's recommended maintenance schedule. This

limited warranty also excludes damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of the vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of the vehicle by someone other than the dealer.

- What is the dealer's obligation during the term of this limited warranty?**
The dealer or its agent, upon failure or malfunction of a covered item during the term of this warranty, shall correct the malfunction or defect provided the used motor vehicle is delivered to the dealer at his regular place of business, and subject to a deductible amount of \$50 to be paid by the purchaser for each repair of a covered item. If, within the specific warranty period, the dealer or its agent fails to correct a material defect of the used motor vehicle after a reasonable opportunity to repair, the dealer shall repurchase the used motor vehicle and refund to the consumer the full purchase price, excluding all sales taxes, title and registration fees or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the vehicle. "A reasonable opportunity to repair" is defined as (a) *The same material defect has been repaired three or more times by the dealer or his agent within the warranty period, but the material defect continues to exist;* or (b) *The used motor vehicle is out of service by reason of waiting for the dealer to begin or complete repair of the material defect for a cumulative total of 20 or more days during the warranty period.*
- Extension of duration of warranty.**
The duration of this warranty shall be extended by any time period during which the used motor vehicle is waiting for the dealer or his agent to begin or complete repairs of a material defect of the used motor vehicle.
- What are the purchaser's obligations?**
To obtain repairs or replacements under the limited warranty, Purchaser must:
 - Deliver the used motor vehicle to the dealer at his regular place of business;
 - Pay \$50 to the dealer for each repair of a covered item.

I acknowledge that I have read all of the provisions of this limited warranty and fully understand and accept it. I further acknowledge receipt of a copy of this limited warranty.

Date: _____ Purchaser's Signature: _____ Dealer's Signature: _____

APPENDIX B

APPENDIX B

“As Is” Disclosure Form

This form applies only to the sale of a used passenger motor vehicle which is seven or less model years old and has more than 60,000 miles but less than 100,000 miles and which the consumer wishes to buy “AS IS” as the result of a price negotiation.

If a used motor vehicle is sold “AS IS,” it means a used motor vehicle sold is by a dealer to a consumer without any warranty, either express or implied, and with the consumer being responsible for the cost of any repairs to that motor vehicle. That means that it is being sold **WITHOUT** the following warranty which is available under the Used Car Lemon Law (N.J.S.A. 56:8-67): 30 days or 1,000 miles, whichever comes first.*

This is the coverage available under the Used Car Lemon Law which is now being waived (given up) by the purchaser:

Parts of the vehicle which are covered by the limited warranty: Under the law only “Covered Item” which include the following components of a used motor vehicle:

- a. **Engine**—all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel; harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part.
- b. **Transmission Automatic/Transfer Case**—all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets.
- c. **Transmission Manual/Transfer Case**—all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate throw-out bearings, clutch master or slave cylinders.
- d. **Front Wheel Drive**—all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets.
- e. **Rear Wheel Drive**—all internal lubricated parts, propeller shafts, supports and U-joints, axle shaft and bearings, seals and gaskets.

- 2. **Dealer’s obligation during the term of the limited warranty:** The dealer or its agent, upon failure or malfunction of a covered item during the term of this warranty, shall correct the malfunction or defect, provided the used motor vehicle is delivered to the dealer, (all repairs must be performed by the selling dealer or its agent) at the dealer’s regular place of business, and subject to a deductible amount of \$50 to be paid by the purchaser for each repair of a covered item. If, within the specific warranty period, the dealer or its agent fails to correct a material defect of the used motor vehicle after a reasonable opportunity to repair it, the dealer shall repurchase the vehicle and refund to the purchaser the full purchase price, excluding all sales taxes, title and registration fees or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the vehicle. “A reasonable opportunity to repair” is defined at N.J.S.A. 56:8-71 as: (a) The same material defect has been repaired three or more times by the dealer or his agent within the warranty period, but the material defect continues to exist; or (b) The used motor vehicle is out of service by reason of waiting for the dealer to begin or complete repair of the material defect for a cumulative total of 20 or more days during the warranty period.
- 3. **Purchaser’s obligation:** To obtain repairs or replacements under the limited warranty, Purchaser must:
 - a. Deliver the used motor vehicle to the dealer at its regular place of business;
 - b. Pay a deductible amount of \$50 to the dealer for each repair of a covered item.

If you buy a car “As Is” you will pay the cost of any and all repairs.

Year _____ Make _____ Model _____

Vehicle Identification Number _____ Odometer Reading _____

Date Purchaser’s Signature Co-Purchaser’s Signature (if applicable)

APPENDIX C

APPENDIX C

Waiver of New Jersey Used Motor Vehicle Limited Warranty

I understand that because the following used motor vehicle is seven or less model years old and has an odometer reading which exceeds 60,000 miles, the dealer is required under the Used Car Lemon Law to give me a 30-day or 1,000 mile warranty, whichever comes first. However, after negotiating the price of the vehicle with the selling dealer, I hereby waive (give up) my right to a limited warranty on this vehicle and purchase the vehicle "as is". I understand that because the used motor vehicle is sold "as is," it means that the vehicle is being sold to me by the dealer without any warranty, either expressed or implied, and that I will be solely responsible for the cost of any repairs to it.

By signing this document, I acknowledge that because of the age and mileage of the below described vehicle, I would have been entitled under the law to a 30-day or 1,000 mile (whichever comes first) warranty. However, I have voluntarily waived my right to that warranty on the vehicle because I have negotiated a lower price for it without the warranty.

Year _____ Make _____ Model _____

Vehicle Identification Number _____ Odometer Reading _____

Date Purchaser's Signature Co-Purchaser's Signature (if applicable)

APPENDIX D

APPENDIX D



New Jersey Office of the Attorney General
Division of Consumer Affairs
Used Car Lemon Law Unit
124 Halsey Street, 7th Floor, P.O. Box 45039
Newark, NJ 07101
E-mail: lemonlaw@dca.lps.state.nj.us
Web site: www.NJConsumerAffairs.com



Certification of Administrative Fees

Also known as, doing business as or trading as
with address if different:

Dealership's
name and
address as
listed on
N.J.M.V.C.
license:

Telephone number:
License number issued by the New Jersey Motor Vehicle Commission:
Corporation code:

Please note: If there are multiple businesses sharing the same New Jersey Motor Vehicle Commission license number, please submit one certification for each location.

Please provide the following information:

Year:

Number of Used Cars Sold

January: July:
February: August:
March: September:
April: October:
May: November:
June: December:

Total number of used cars sold for the year:
Multiply the number of cars sold by 50 cents = X \$.50
Total amount due = \$

Please make checks payable to: N.J. Division of Consumer Affairs Payment is due by: January 15

Certification

I, certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to penalties pursuant to N.J.S.A. 56:8-1 et seq.

Signature of representative of preparer:

Date signed:

Note: Please reproduce this form yearly.

Form 2 (8/05)