**USED VEHICLE LIMITED IMPLIED WARRANTY OF MERCHANTABILITY FOR POWER TRAIN COMPONENTS**

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| --- | --- |
| **Customer Name:** | **Date of Delivery:** |
| **Vehicle Year:** | **Odometer Reading:** |
| **Model:** | **Make:** |
| **VIN#:** |

**Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. “Power train component” means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the customer) will have to pay up to $100 for each of the first 2 repairs if the warranty is violated.**

The seller may exclude any power train component that has a defect from the limited power train implied warranty of merchantability by disclosing a particular defect and obtaining the customer’s signature next to the disclosure of the defect as provided below. Customer’s signature next to a disclosure of a defect in a power train component constitutes acknowledgement that the seller has fully and accurately disclosed to customer before the sale that, because of circumstances unusual to the business, the vehicle has a particular defect and that customer agrees to purchase the vehicle after disclosure of the defect. Customer’s signature next to a disclosure of a defect in a power train component constitutes a waiver of the used vehicle limited implied warranty of merchantability for that component.

**Attention consumer: Sign here only if the seller has told you that this vehicle has the following problem or problems and you agree to buy the vehicle on those terms:**

**1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Problem) (Customer signature & date)**

**2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Problem) (Customer signature & date)**

**3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Problem) (Customer signature & date)**

The Used Vehicle Limited Warranty of Merchantability for Power Train Components does not extend to damage that occurs after the sale of the vehicle that results from (1) off-road use, (2) racing, (3) towing, (4) abuse, (5) misuse, (6) neglect, (7) failure to perform regular maintenance, or (8) failure to maintain adequate oil, coolant, or other required fluids or lubricants. The Used Vehicle Limited Warranty of Merchantability for Power Train Components is not violated if an alleged nonconformity does not substantially impair the use and market value of the vehicle or if the alleged nonconformity results from abuse, neglect, or unauthorized modifications or alterations of the vehicle. If the warranty is breached, customer must give notice to the seller as specified by law no later than 2 business days after the 15-day or 500 mile period, whichever is first. The vehicle is being sold without any further express or implied warranties, other than the 15-day/500 mile, whichever is first, implied warranty of merchantability under Section 2L of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2L). This form is incorporated into and made a part of the purchase or lease agreement.

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**(Seller’s Representative Signature) (Customer signature) (Date)**

**IADA FORM 132**