



LEGAL BRIEFS

From the Fort Knox Legal Assistance Office

USED CARS - BUYER BEWARE

“As Is” Means No Warranty:

Are you shopping for another car or truck? If so, a used or "previously owned" vehicle may be a bargain for you and your family. Whether you're looking to replace your primary vehicle, or simply looking for a reliable second car, a used vehicle is often considerably less expensive than a new one and is often just as reliable. There are certain disadvantages though used car buyers must keep in mind. The most important thing to remember is most used cars are sold "AS IS." That means the car is being sold without a written warranty. A warranty promises the product being sold is reasonably free of defects, and that it is fit for its ordinary uses. In the context of a car, a warranty means the vehicle's major component parts, and the car as a whole, are reliable and safe for ordinary driving. Without a warranty, the purchaser gets the vehicle without those assurances; you will have to pay for repairs out of your own pocket. The seller will not have a responsibility to fix or otherwise service the car. One note - depending on its age and on its mileage, a manufacturer's warranty or service contract may still cover the car. Be sure to ask the seller for details.

Car Dealers versus Private Sellers:

Car dealers are merchants in the business of buying and selling cars. They have a responsibility to inform you a used car sale is "AS IS" and that it is without a warranty. Aside from that responsibility, salesmen working for a dealer often make statements about the quality of a used car. They may say things like; "it's a great car" or "it's a real winner." Those statements are obviously made to convince you to buy the car. The statements, however, do not constitute a warranty, and do not change the fact the sale is "AS IS." A written warranty is always your assurance the sale is not "AS IS." Oral warranties arising out of conversations with a dealer are possible, but they are rare and very hard to prove. An oral warranty would be a statement that specifically refers to the quality of the car. Such a statement might be; "the car will definitely go another 10,000 miles." Most oral statements, however, are not that specific, and do not rise to the level of a warranty. If you want a warranty, and the dealer is willing to give you one, get it in writing.

Private sellers are viewed differently by the courts and the law. If you buy a used car from a private individual (for example, through a classified newspaper ad), it will be presumed the sale was “AS IS.” The seller does not necessarily have to tell you that. The seller's only obligation is to sell you a car capable of providing basic transportation - nothing more.

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Inspect the Vehicle before Buying:

Before you buy a used car, it is a good idea to have the car inspected by a professional mechanic. By doing that, you will know beforehand the true state of the car's mechanical condition. Some sellers may hesitate at the suggestion due to insurance concerns (having a non-employee/non-customer come onto their property subjects the seller to liability if the person somehow gets injured). Under no circumstance, however, can the seller stop you from inspecting the car yourself. Remember too; without inspecting the car, you lose the opportunity to claim any type of fraud should something go seriously wrong with the car. Fraud may exist if the seller knew something was seriously wrong with the car and did not tell you about it. It could give you the right to break the contract, but you must inspect the car to preserve that right.

Used Car Inspection Checklist:

The following checklist may be helpful if you are shopping for a used car. You or a professional mechanic, if you hire one, should check for cracks, leaks, breaks, abnormal noises, and missing or inoperable parts in the following mechanical and structural systems (this is not an exhaustive list):

- Frame and body: Is the frame straight and solid?
- Engine: Is there excessive oil leakage? Are the belts in place? Are the belts worn? Is the block or head cracked? Does the engine look clean? Are there any strange sounds?
- Transmission and drive shaft: Is the transmission fluid level proper? Are the transmission and drive shaft in good shape?
- Cooling system: Does the radiator leak? Does the water pump work properly?
- Electrical system: Does the battery look relatively new? Do the alternator, generator, battery and starter work properly?
- Exhaust system: Check for leakage and exhaust smoke when the engine is running.
- Fuel system: Is there any visible leakage?
- Accessories: Do gauges and warning devices work? Do the air conditioner, heater, and defroster work? Are the seat belts in good condition? Do the headlights, turn signals, interior lights, etc. work? Do the horn and radio work?
- Brake system: Do the rear brake lights work? Is the brake pedal firm under pressure? Does the vehicle stop in a straight line?
- Steering system: Does the steering wheel seem too tight or too loose? Are the front wheels aligned properly?
- Suspension system: Are the ball joint seals intact? Are the structural parts solid and straight? Are springs and shock absorbers properly connected?
- Tires: Are the tires worn badly? Are they cut, cracked, or otherwise damaged?
- Wheels: Are the wheels intact? Are they cracked or otherwise damaged?

What Legal Assistance Can Do:

If you have questions or need additional information, please feel free to call us to schedule an appointment or for more information. Our telephone number is (502) 624-2771, and our hours of operation are Monday through Friday, 0800-1600. We are located in the Office of the Staff Judge Advocate, Building 1310, Pike Hall (north of the post office on Knox Street).