

PART V. BUREAU OF CONSUMER PROTECTION

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The provisions of this Part V adopted October 6, 1978, 8 Pa.B. 2726, unless otherwise noted.

CHAPTER 301. AUTOMOTIVE INDUSTRY TRADE PRACTICES

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Authority

The provisions of this Chapter 301 issued under section 3.1 of the Unfair Trade Practices and Consumer Protection Law (73 P. S. § 201-3.1), unless otherwise noted.

Notes of Decisions

Failure to provide copies of documents and misleading consumers on quality of vehicles violates this chapter and Consumer Protection Law. *Northview Motors, Inc. v. Attorney General*, 562 A.2d 977 (Pa. Cmwlth. 1989); appeal denied 575 A.2d 570 (Pa. 1990).

§ 301.1. Definitions.

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

Advertisement—An oral, written or graphic statement which offers for sale a particular motor vehicle or motor vehicle goods and services or which indicates the availability of a motor vehicle or motor vehicle goods and services, including a statement or representations made in a newspaper, periodical, pamphlet, circular, other publication or on radio or television; contained in a notice, handbill, sign, billboard, poster, bill, catalog or letter; or printed on or contained in a tag or label which is attached to merchandise.

Bona fide, substantial reduction—A reduction of at least 5.0% of the usual selling price.

Bureau—The Bureau of Consumer Protection of the Commonwealth.

Clear and conspicuous—A statement, representation or term differing from other statements, representations or terms being made so as to be readily noticeable to the person to whom it is being disclosed either by its size, sound, color, placement in the advertisement or the like.

Dealer or motor vehicle dealer—A person who is engaged in the business of selling, offering for sale or negotiating the retail sale of motor vehicles and including the officers, agents and employes of the person and a combination or association of dealers; a person shall be considered to be “in the business of selling” motor vehicles if that person sells or negotiates the sale of five or more motor vehicles in a calendar year or sells or negotiates the sale of a vehicle which is not owned by the person or which is acquired for resale purposes.

Guarantee or guaranty—A warranty.

Implied warranty—A warranty which arises under Commonwealth statute in the connection with the sale of goods and services.

Manufacturer—A person who does the following:

- (i) Engages in the business of manufacturing or assembling new and unused motor vehicles.
- (ii) Engages in the business of importing new and unused motor vehicles into the United States.
- (iii) Engages in the business of selling or distributing new and unused motor vehicles to motor vehicle dealers in this Commonwealth.

Motor vehicle—A self-propelled, motorized conveyance driven or drawn upon public roads, streets or highways which is designed to transport not more than 15 persons.

Purchaser—A person who has obtained ownership of a motor vehicle by transfer or purchase or who has entered into an agreement or contract for the purchase of a motor vehicle.

Rebuilt or remanufactured—Disassembled and reassembled with defective and worn parts replaced.

Reconditioned—Repaired or restored to working order.

Repair shop—A person who, for compensation, engages in the business of diagnosing or repairing malfunctions of or damage to motor vehicles or who performs maintenance service on motor vehicles, including but not limited to auto body shops and retail stores which offer automotive services, motor vehicle dealers who provide or offer automotive repairs and services, and businesses which specialize in automotive repairs and services but excluding the Commonwealth and the United States Government and agencies, departments and political divisions thereof and excluding an establishment which repairs, services and maintains vehicles for the exclusive use of its employes.

Used motor vehicle—A motor vehicle which has been sold, bargained, exchanged or given away; which has had title transferred from the person who first acquired it from the manufacturer or dealer; or which has an odometer

reading of 500 miles or more, not including mileage incurred in delivery from the manufacturer or in transporting the vehicle between dealers for sale.

Usual selling price—The price at which an advertiser has sold or offered for sale the advertised vehicles or services, or both, or their substantial equivalent for not less than 30 days during the 90-day period preceding the date of publication of an advertisement; if the advertised vehicles or services, or both, or their substantial equivalent have not been sold or offered for sale at one price for 30 days during the 90-day period preceding the date of publication of an advertisement, then the lowest price at which the goods and services have been sold or offered for sale during the preceding 90 days shall be deemed the usual selling price.

Warranty—Either of the following:

- (i) An affirmation of fact or a promise made in connection with the sale, repair or maintenance of a motor vehicle which relates to the nature of the goods or services and affirms or promises that the goods or services are defect-free or will meet a specified level of performance over a specified period of time.
- (ii) An undertaking, affirmation or promise made in connection with the sale, repair or maintenance of a motor vehicle to refund, repair, replace or take other remedial action with respect to the goods or services, or both, in the event that the goods or services, or both, fail to meet the specifications set forth or implied under the circumstances surrounding the transaction.

Notes of Decisions

When automobile had been damaged, repaired and repainted, the court held that the automobile was “reconditioned” and not “new.” *Pirozzi v. Penske Olds-Cadillac-GMC, Inc.*, 605 A.2d 373 (Pa. Super. 1992); appeal denied 616 A.2d 985 (Pa. 1992).

§ 301.2. Advertising and sales presentation requirements.

With respect to an advertisement or sales presentation offering or making available for sale a new or used motor vehicle or maintenance service or repair on a new or used motor vehicle, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

- (1) The use of different type, size, style, location, sound, lighting or color, so as to obscure or make misleading a material fact in an advertisement or sales presentation.
- (2) The misrepresentation in any way of the size, inventory or nature of the business of the advertiser or seller; the expertise of the advertiser or seller or his agents or employes; or the ability or capacity of the advertiser or seller to offer price reductions.
- (3) The use of an advertisement or sales presentation as part of a plan or scheme not to sell the vehicles or services advertised, or both, or not to sell the vehicles or services advertised or presented at the advertised price. The follow-

ing will be *prima facie* evidence of a plan or scheme not to sell the motor vehicles or services or not to sell the vehicles or services at the advertised or represented prices:

- (i) Refusing to show, display, sell or otherwise provide the goods and services advertised in under the terms of the advertisement.
 - (ii) Disparaging by act or word the advertised goods and services; the warranty; the credit terms; the availability of service, repairs or parts; or anything which in any other respect is a material fact connected with the sale of the advertised goods and services.
 - (iii) Refusing to take orders for advertised goods and services or taking orders at a price greater than the advertised price.
 - (iv) Showing, demonstrating or delivering advertised goods or services which are obviously defective, unusable or unsuitable for the purpose represented or implied in the advertisement or sales presentation.
 - (v) Accepting a deposit for advertised goods or services, then switching the purchaser to higher priced goods or services.
 - (vi) Failing to make delivery of the advertised goods and services within the promised delivery period unless the failure is caused by reasons beyond the control of the advertiser.
 - (vii) Using a sales plan or method of compensating or penalizing sales persons which is designed to prevent or discourage them from selling advertised goods and services or from selling the same at the advertised price; this subparagraph may not apply to a sales plan or method of compensation whereby a salesperson realizes a fixed percentage rate of the gross amount of sales made by the salesperson within a specified time period nor to a salesperson bonus plan designed to encourage or reward the selling of goods and services offered by the advertiser, including those advertised.
- (4) The failure or refusal to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented.
- (5) The representation in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality or grade if they are of another or if the representation conflicts with a written notice or disclosure required under this chapter. For the purposes of this chapter, a motor vehicle which is offered for sale is represented to be roadworthy, and the advertiser or seller shall disclose prior to sale the following conditions if the advertiser or seller knows or should know that the conditions exist in the motor vehicle:
- (i) Frame bent, cracked or twisted.
 - (ii) Engine block or head cracked.
 - (iii) Vehicle unable to pass State inspection.
 - (iv) Transmission damaged, defective or so deteriorated as to require replacement.

- (v) Vehicle flood damaged.
- (vi) Differential damaged, defective or so deteriorated as to require replacement.

(6) The making of a representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based.

(7) The advertising by a motor vehicle dealer or repair shop of a motor vehicle for sale or of a motor vehicle repair or maintenance service in which the advertisement does not disclose the business name and address of the advertiser or the word "dealer."

(8) The advertising by a motor vehicle dealer or repair shop of the price or specific dollar amount of a motor vehicle or motor vehicle repair or maintenance service unless the price includes charges of any type which are necessary or usual prior to delivery of the vehicle or service to a purchaser, including but not limited to charges for freight, handling and vehicle preparation but excluding taxes and registration and licensing costs in the case of a new or used motor vehicle and including all parts and labor in the case of motor vehicle service. If a manufacturer advertises the price of a new motor vehicle and the name of a specific motor vehicle dealer is mentioned in the advertisement, the advertised price shall include charges for freight, handling and dealer preparation which charges are necessary or usual prior to delivery of the vehicle to a purchaser by the named motor vehicle dealer.

(9) The advertising by a motor vehicle dealer of a motor vehicle for sale at a specified price if the price does not include equipment with which the models of motor vehicles are minimally equipped by the manufacturer unless the advertisement clearly and conspicuously discloses that the equipment is not included in the advertised price.

(10) The use, by a motor vehicle dealer or manufacturer in an advertisement for the sale of motor vehicles, of such terms as "standard factory equipment" or "fully equipped" or words of similar meaning; except that an advertiser is not prohibited from identifying certain specified equipment as standard factory equipment if such is in fact true.

(11) The advertising by a motor vehicle dealer or manufacturer of a motor vehicle for sale in which the year, make, model and series, if the advertised motor vehicle has a designated model or series, are not clearly disclosed.

(12) The advertising by a motor vehicle manufacturer, dealer or repair shop in which the advertisement states directly or by implication that the price of the motor vehicle or motor vehicle maintenance or repairs advertised is a reduction from the usual price, including but not limited to those advertisements which contain either a specific dollar amount of reduction or a percentage of reduction from usual selling price, unless the price from which a reduction is indi-

cated is the usual price at which the advertised goods or services, or both, have been sold or offered for sale. For the purposes of this paragraph, the terms "sale," "discount," "price cut," "special," "savings," and other similar words or phrases shall be deemed to indicate a price reduction advertisement.

(13) The advertising by a motor vehicle manufacturer, dealer or repair shop of a price reduction in the sale of a motor vehicle or motor vehicle maintenance or repair services unless the advertised sale price constitutes a bona fide substantial reduction from the usual selling price or the advertisement discloses the actual dollar amount of reduction or percentage of reduction.

(14) The advertising by a motor vehicle manufacturer, dealer or repair shop of a price reduction in the cost of motor vehicles or motor vehicle maintenance or repair services for which the manufacturer, dealer or shop in whose name the advertisement is placed does not maintain records necessary to establish the usual selling price of the motor vehicles, goods or services upon which the price reduction is advertised. The records shall be maintained for a period of 60 days following the termination of the offer and shall be made available for inspection by the Bureau upon demand during business hours. The failure of a manufacturer, dealer or repair shop to substantiate the usual selling price through documentation shall constitute a presumption that the price reduction advertisement was not predicated upon a reduction from the usual selling price and that the claimed reduction was neither substantial nor bona fide as required in paragraph (13).

(15) The use, by a motor vehicle dealer in an advertisement for the sale of motor vehicles of such terms as "at wholesale" or other similar phrases.

(16) The advertising by a motor vehicle dealer or repair shop of the immediate availability of a new motor vehicle or motor vehicle goods and services with the intent not to supply reasonably expectable public demand unless the advertisement discloses a specific limitation of quantity.

(17) The advertising by a motor vehicle dealer of a specific motor vehicle offered for sale where no advertised vehicle is in the stock of the advertiser on the date of placing the advertisement unless the advertisement states "Not in Stock" or "Order Yours Now" or other phrases of similar import which will clearly indicate that the vehicles are not available for immediate delivery and the period of time in which delivery will be made.

(18) The advertising by a motor vehicle manufacturer, dealer or repair shop of a sale or promotion in connection with the sale of a motor vehicle or motor vehicle maintenance or repair services unless the advertisement clearly and conspicuously discloses the expiration date, if any, and other conditions of the sale or promotion, including but not limited to whether the supply of vehicles or other sale goods is limited and, if so, in what manner.

(19) The advertising or presenting for sale by a motor vehicle dealer of a motor vehicle previously used as an "executive" or "demonstrator", or with any prior usage which is required to be noted on a Pennsylvania Certificate of

Title or which appears on the title of a state through which the dealer has acquired ownership unless the advertiser or salesperson clearly and conspicuously discloses the prior usage.

(20) The advertising by a motor vehicle dealer of a motor vehicle for sale at a price or price comparison which represents less than the total cash price to be paid by a retail purchaser unless the advertisement clearly and conspicuously discloses that the price is offered with reference to a trade-in or other method of price reduction and discloses the amount of such allowance. A set-off, discount, trade-in allowance, or other price reduction shall be shown as a specific dollar reduction from the advertised price required in this paragraph and shall be incorporated with the advertised price.

(21) The advertising by a motor vehicle dealer of the price which will be paid by the dealer for trade-in vehicles unless the price of the motor vehicles offered for sale by the dealer to the owner of a trade-in vehicle is within the range of prices at which the dealer usually sells the vehicles and is not increased because of the amount offered for the trade-in vehicle.

(22) The advertising by a motor vehicle dealer of a specific price to be paid by the dealer for trade-in vehicles unless either the advertised price will be paid for trade-in vehicles, regardless of their condition or age or unless the advertisement clearly and conspicuously discloses conditions which trade-in vehicles shall meet before the price is paid.

(23) The advertising by a motor vehicle dealer that a range of prices, such as, "up to \$700" or "as much as \$700," will be paid by the dealer for trade-in vehicles unless the advertisement clearly and conspicuously discloses the criteria which the dealer uses to determine the amount to be paid for a particular vehicle.

(24) The advertising or presenting for sale by a motor vehicle manufacturer, dealer or repair shop in which a warranty or guaranty is referred to or offered unless the manufacturer, dealer or repair shop complies with all requirements of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (15 U.S.C.A. §§ 2301—2312) and 16 CFR Parts 700—703 (relating to rules, regulations, statements and interpretations under the Magnuson-Moss Warranty Act).

(25) The use in an advertisement or sales presentation by a motor vehicle manufacturer, dealer or repair shop of the term "satisfaction guaranteed or your money back," "free trial period," or other similar phrases when the advertiser or salesperson does not intend to promptly make a full refund or fails to make full refund within a reasonable period of time not to exceed 5 days. A reasonable conditions or limitations on such offer must be clearly and conspicuously disclosed at the time of making the offer.

(26) The advertising by a motor vehicle dealer or repair shop that it will perform a "tune-up" on a motor vehicle unless the specific work to be per-

formed is set forth and, if a price is advertised, unless the advertisement clearly and conspicuously discloses whether the advertised price includes parts or labor, or both.

Notes of Decisions

The finding that an automobile salesman did not disclose to the buyer of a used car the known fact that the car had been flood damaged established that the salesman and his employer violated the provisions of 37 Pa. Code § 301.2(5)(v), and further such violations should have been enjoined. *Commonwealth v. Luther Ford Sales, Inc.*, 430 A.2d 1053 (Pa. Cmwlth. 1981).

§ 301.3. General provisions—manufacturer.

With respect to a manufacturer, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

- (1) Furnishing replacement parts or equipment for motor vehicles under the terms of a warranty or guaranty which are not of equal or superior quality or which change the terms of the original warranty or guarantee.
- (2) Failing to furnish to its dealers price lists or change notices for motor vehicles, optional equipment, accessories and transportation or destination charges on which dealers may rely in executing contracts with purchasers.
- (3) To increase prices of motor vehicles which the dealer had ordered for private retail consumers prior to the dealer's receipt of the written official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of the order.
- (4) Substituting for identified specified equipment other equipment unless the purchaser is immediately notified in writing of the proposed substitution and is given the opportunity to rescind the purchase agreement within 5 days of notification of the substitution.
- (5) Failing to cancel upon request a purchase order and to refund to the dealer monies received when unable to deliver a motor vehicle as ordered within 8 weeks from the date of the purchase order; unless the purchase order specifies a longer time period for delivery; unless the dealer was notified, prior to the date of the purchase order, of a longer delivery period; or unless the delay is caused by acts beyond the control of the manufacturer.

§ 301.4. General provisions—motor vehicle dealer.

(a) With regard to a motor vehicle dealer, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

- (1) Failing to prepare a written contract for the sale of a motor vehicle and failing to provide the purchaser with a copy of the same at the time the purchaser signs the contract.
- (2) Using a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified and which does not contain the following:

- (i) The name and address of the dealer and purchaser.
 - (ii) The make, model, year and vehicle identification number of the vehicle purchased and the trade-in vehicle, if any.
 - (iii) A description of the purchased vehicle as either "new" or "used" and, if used, a brief description of its prior usage such as "executive," "demonstrator," "reconstructed," or any prior usage which is required to be noted on a Pennsylvania Certificate of Title or which appears on the title of any state through which the dealer has acquired ownership.
 - (iv) The total contract price, including an itemized list of charges for repairs, services, dealer-installed optional accessories and documentary preparation which are not included in the purchase price.
 - (v) A list of conditions precedent to the dealer's acceptance of the contract set forth in a clear and conspicuous manner as well as a statement that the purchaser may cancel the contract at any time until the conditions are met; for example, if the contract must be signed by an authorized dealer representative, the document shall state, in a form, substantially as follows:

This contract is not binding upon either the dealer or the purchaser until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.
 - (vi) A brief statement of an express warranty, such as "Manufacturer's limited warranty" or "Our own 90-day full warranty," and the place where a full copy of the written warranty may be obtained.
- (3) Failing to provide a purchaser, at no additional charge, an exact copy of each document required by law to be provided including, but not limited to the agreement of sale, installment sales contract, odometer statement, and warranty and other documents in which legal obligations are imposed on the buyer. Copies of other documents signed by the purchaser and requested by the purchaser shall be made available for a reasonable fee.
- (4) Using in a motor vehicle purchase contract a liquidated damage clause or similar clause which requires the forfeiture of a purchaser's deposit or security when the purchaser cancels or breaches the contract unless: the clause contains a specific dollar amount or item to be retained by the dealer; the clause is clear and conspicuous; the purchaser assents to the clause by initialing the same; and the clause is not otherwise unlawful.
- (5) Representing that a motor vehicle offered for sale can or will be delivered on or about a certain date or within a specified period when the dealer knows or should know that the vehicle cannot be delivered by or within the time specified or when the dealer has no information on which to base the representation.

(6) Failing to refund the full amount of a purchaser deposit promptly when:

(i) The purchaser cancels the contract prior to its acceptance by an authorized dealer representative.

(ii) The contract is conditioned upon the purchaser obtaining financing of his choice and the purchaser cannot obtain the financing after exerting reasonable efforts to do so.

(iii) The dealer does not accept the contract.

(iv) The dealer fails to deliver to the purchaser a motor vehicle which conforms to the terms of the contract.

(v) The purchaser cancels the contract because the dealer fails to deliver the motor vehicle within the time specified in the contract or, if no time period is specified, within 8 weeks after the date of the contract unless the delay is caused by acts beyond the control of the dealer and the manufacturer.

(7) Increasing the contract price of a motor vehicle after the contract has been accepted by the dealer or the authorized dealer representative unless the increase is due to the passage of a law or regulation of the United States or the Commonwealth which: requires the addition of new equipment to certain vehicles; changes transportation costs or existing tax rates; or, in the case of foreign-made vehicles, is due to a revaluation of the United States dollar *vis-a-vis* the currency of the country of manufacture.

(8) Reappraising the value of a trade-in vehicle unless the dealer can establish that the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation but prior to its delivery to the dealer, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality.

(9) Where no express warranty is given, attempting to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle purchased primarily for personal, family or household purposes unless the following notice in at least 20-point bold type is prominently affixed to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller:

This vehicle is sold *without* any *warranty*. The purchaser will bear the *entire expense* of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises *in writing* to correct such defect or promises *in writing* that certain defects do not exist.

This paragraph prohibits the use of the term "AS IS" unless the sales contract, receipt, agreement or memorandum contains the following information in a clear, concise and conspicuous manner on the face of the document; the notice shall be in addition to the window statement required by this paragraph and may not contradict an oral or written statement, claim or representation made directly or by

implication with regard to the quality, performance, reliability or lack of mechanical defects of a motor vehicle which is offered for sale:

AS IS

THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

- (10) Failing to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescribed by law.
- (b) If the sales presentation and agreement of sale has been effected in a language other than English, the written information, notice and disclosures required by subsection (a) shall be given in the principal language in which the sale was transacted as well as English.

Notes of Decisions

There was no error in refusing to grant injunctive relief and impose civil penalties for alleged violations of 37 Pa. Code § 301.4(7) and (8) by an automobile dealership and its salesmen who wrongfully reserved in a used car sales contract, but did not attempt to exercise, the right to change the price of a new car if the manufacturer changed the price to the dealer before delivery and the right to reappraise a trade-in vehicle at the time of delivery of the new vehicle. *Commonwealth v. Luther Ford Sales, Inc.*, 430 A.2d 1053 (Pa. Cmwlth. 1981).

§ 301.5. General provisions—repair shop.

With regard to a repair shop, the following is considered unfair methods of competition and unfair or deceptive acts or practices:

- (1) Making a statement, directly or indirectly, which the dealer or repair shop knows or should know to be untrue or misleading including but not limited to the following:
- (i) That repairs are necessary or desirable or that repairs are not necessary or desirable when such is not, in fact, true.
 - (ii) That a vehicle is in a dangerous condition or use of the vehicle may produce harm to the customer or that a vehicle is not in a dangerous condition or use of the vehicle may not produce harm to the customer when such is not, in fact, true.
 - (iii) That repairs have been performed on a vehicle when such is not, in fact, true.
- (2) Failing to record in writing and to provide a copy of the record to the customer, where possible, prior to commencing repairs on the vehicle of a customer:

(i) The name and address of the customer and a telephone number, if any, at which the customer can be reached.

(ii) The date and approximate time the vehicle of the customer was delivered for repairs.

(iii) The year, make and registration number of the vehicle of the customer.

(iv) The odometer reading on the vehicle of the customer.

(v) The specific repairs requested by the customer or, if there is no specific request, a brief description of the problems encountered by the customer with the vehicle.

(3) Charging a customer for repairs which were not authorized in writing or charging a customer a price for agreed-upon maintenance or repair services which price, including parts and labor, was not authorized in writing or displayed in a clear and conspicuous manner on the premises. If the repair shop is unable to obtain advance written authorization because the specific repairs or costs thereof are not known when the vehicle is delivered for repair, the customer shall be so informed and shall be afforded the opportunity to select one of the following options:

(i) No repairs may be performed until the customer is notified of the exact nature of the repairs to be performed and the total price to be charged, including parts and labor and the oral or written authorization of the customer to perform the repairs is obtained.

(ii) Repairs may be initiated, but, if repairs will exceed a price specified in advance by the customer, the oral or written authorization of the customer to proceed further shall be obtained.

(iii) Repair of the described problem may be authorized without limitation of price provided the customer is informed of the hourly labor rate prior to commencement of repairs.

(4) Failing to display in a clear and conspicuous manner on the premises where possible and failing to disclose to a customer prior to obtaining oral or written authorization for repairs:

(i) That the customer has the right upon request to have parts replaced returned to the customer at the completion of the service or to inspect the parts, where possible, if the parts are being returned to the manufacturer or some other person under the terms of the warranty or rebuilding arrangement.

(ii) Whether a part to be supplied is new, used, reconditioned or rebuilt.

(iii) The conditions under which the repair shop may impose daily or hourly storage charges for a vehicle and the amount of the charges.

(iv) The amount of a charge to a customer for an estimate or diagnosis.

(5) Failing to maintain the following written record when oral authorization is received for certain repairs:

(i) The date and time the authorization is received.

- (ii) The identity of the employe receiving the oral authorization and the name of the person making the authorization.
- (iii) A description of the exact authorization received.
- (iv) If authorization is received over the telephone and the shop placed the call, the telephone number called.
- (6) Failing to complete repairs on a motor vehicle within 24 hours of its delivery by the customer or within the time specified by the repair shop or dealer unless the customer is informed of and consents to the delay.
- (7) Failing to remedy promptly, at no charge to the customer, a repair or maintenance service performed by it on the customer's vehicle which was not performed in a skilled and workmanlike manner; provided that the customer promptly complains or brings the matter to the attention of the repair shop.
- (8) Failing to provide a customer at the completion of repair or maintenance work, including warranty repair work, performed on the vehicle of the customer a dated, written invoice containing the following information:
 - (i) The name and address of the customer and repair shop.
 - (ii) The date the vehicle of the customer was delivered for service.
 - (iii) The year, make and registration number of the vehicle of the customer and the odometer reading of the vehicle at the time the repairs were completed.
 - (iv) An itemized list of the specific repair or maintenance services performed on the motor vehicle of the customer.
 - (v) A list of the parts supplied by name or number, the price charged for the parts and the total amount charged the customer for the parts.
 - (vi) If a part supplied was not new, a statement that the part was either used, reconditioned or rebuilt.
 - (vii) The labor charge for the repair work, setting forth the number of hours, the price charged for each hour and the total amount charged the customer for labor.
 - (viii) The total amount charged to the customer for parts and labor; provided, however, that the price information required by this subparagraph and subparagraphs (v) and (vii) need not be provided if the price charged to the customer for the repair or maintenance work is a single charge for the particular service which charge was included in a schedule of charges posted in a clear and conspicuous manner on the premises of the repair shop or otherwise disclosed to the customer at the time the vehicle was delivered for service or repair. No other charges are permitted by this paragraph unless they are clearly and conspicuously disclosed to the customer prior to the commencement of repairs.
- (9) Charging a customer for repairs which have not actually been performed.

(10) Failing or refusing to provide a customer with an exact copy at no additional charge of a document in addition to those required by paragraphs (2) and (8) in which legal obligations are imposed on the customer.

(11) Using a vehicle of a customer for a purpose other than a test drive or delivery to the customer unless the express written authorization of the customer is obtained in advance.

§ 301.6. Interpretation.

No provision of this chapter or the application thereof will be interpreted to be inconsistent with the Board of Vehicles Act (63 P. S. §§ 818.1—818.28), nor will this chapter limit another practice which may be considered unlawful under sections 1—9.2 of the Unfair Trade Practices and Consumer Protection Law (73 P. S. §§ 201-1—201-9.2).

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