

## [ 40 CFR Part 415 ]

[FRL 400-3]

## INORGANIC CHEMICALS MANUFACTURING POINT SOURCE CATEGORY

## Extension of Comment Period and Notice of Availability

On May 22, 1975 the Agency published a notice of proposed rules establishing best available technology economically achievable effluent limitations and guidelines and standards of performance for new sources and pretreatment standards for existing sources and for new sources (40 FR 22424) for the inorganic chemicals manufacturing point source category. The due date for comments provided in the notice was June 23, 1975.

The Agency anticipated that the document entitled "Development Document for Interim Final and Proposed Limitations Guidelines and Proposed New Source Performance Standards for the Significant Inorganic Products Segment of the Inorganic Chemicals Point Source Category," which contains information on the analysis undertaken in support of the regulations, would be available to the public throughout the comment period. Production delays have delayed the availability of this document. Copies of the document are now available and are being distributed to those persons who have submitted written requests to the Office of Public Affairs.

Accordingly, the date for submission of comments is hereby extended thirty days from the date of publication of this notice (August 15, 1975).

Dated: July 8, 1975.

JAMES L. AGEЕ,  
Assistant Administrator for  
Water and Hazardous Materials.

[FR Doc.75-18378 Filed 7-15-75; 8:45 am]

## FEDERAL TRADE COMMISSION

[ 16 CFR Part 437 ]

## FOOD ADVERTISING

## Postponement of Public Hearing Date

Notice of proceeding, statement of reasons for proposed rule, invitation to propose issues of specific fact for consideration in public hearings, invitation to comment on proposed rule, and proposed trade regulation rule was published in the FEDERAL REGISTER May 28, 1975, (40 FR 23086). By press release issued May 27, 1975, announcement was made that public hearings were expected to commence in September 1975.

Notice is hereby given that public hearings will not commence in September, and that the exact time and place of hearings will be specified in a final notice to be published in the FEDERAL REGISTER.

By direction of the Commission dated July 1, 1975.

VIRGINIA M. HARDING,  
Acting Secretary.

[FR Doc.75-18442 Filed 7-15-75; 8:45 am]

## [ 16 CFR Part 444 ]

## CREDIT PRACTICES

## Change in Closing Date To Propose Issues of Specific Fact on Proposed Trade Regulation Rule

Notice of the opportunity to propose issues of specific fact regarding the proposed Trade Regulation Rule Concerning Credit Practices was published in the FEDERAL REGISTER on April 11, 1975 (40 FR 16347). The notice also set forth both a proposed rule and a staff statement on which comment was requested.

The Commission has determined that the comment period to propose issues of specific fact should be extended. The record in this matter is hereby extended until no later than August 11, 1975, for the receipt of such comments.

Proposed issues of specific fact concerning the proposed Rule may be filed with the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

Issued: July 10, 1975.

By the Commission.

VIRGINIA M. HARDING,  
Acting Secretary.

[FR Doc.75-18443 Filed 7-15-75; 8:45 am]

## [ 16 CFR Part 701 ]

## DISCLOSURE OF WRITTEN CONSUMER PRODUCT WARRANTY TERMS AND CONDITIONS

## Proceeding, Invitation To Comment, and Public Hearings

*Proposed Rule on Warrant'y Disclosures.* Section 102(a) of the Magnuson-Moss Warranty Act, Pub. L. 93-637 (15 U.S.C. 2301), hereinafter referred to as "the Act," authorizes the Federal Trade Commission to prescribe rules setting forth the terms and conditions which must be disclosed by warrantors in written warranties subject to the Act.

Section 102 does not authorize the Commission to require that a consumer product or any of its components be warranted. Rather, the items authorized for disclosure in the section are to be disclosed only if a manufacturer, supplier or other person elects to give a written warranty on a consumer product actually costing the consumer more than \$5.00.

The proposed rule is intended to increase the flow and the comprehensibility of relevant warranty information to consumers. This would facilitate comparison shopping and intelligent consumer purchasing decisions, and ensure that consumers obtain warranty performance on their own behalf.

Section 102(a) sets forth certain terms and conditions which the Commission may require warrantors to disclose. The proposed rule essentially incorporates each of these items. It also provides additional disclosure requirements for warrantors who choose to offer "lifetime warranties," or elect to use "owner registration cards."

In consideration of the foregoing, the Commission proposes the following rule implementing section 102(a) of the Act, and to amend Title 16, Chapter 1, by adding a new Subchapter G—Rules, Regulations, Statements, and Interpretations under the Magnuson-Moss Warranty Act—and a new Part 701 under that subchapter (Part 700 would be reserved). The new Part 701 reads as follows:

## SUBCHAPTER G—RULES, REGULATIONS, STATEMENTS, AND INTERPRETATIONS UNDER MAGNUSON-MOSS WARRANTY ACT

## PART 701—DISCLOSURE OF WRITTEN CONSUMER PRODUCT WARRANTY TERMS AND CONDITIONS

Sec.

701.1 Definitions.

701.2 Scope.

701.3 Written warranty terms.

701.4 Owner registration cards.

AUTHORITY: 15 U.S.C. 2302 and 2309.

## § 701.1 Definitions.

(a) "The Act" means the Magnuson-Moss Warranty—Federal Trade Commission Improvement Act, 15 U.S.C. 2301, *et seq.*

(b) "Consumer product" means any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed).

(c) "Written warranty" means any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect free or will meet a specified level or performance over a specified period of time, or any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking, which written affirmation, promise or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product.

(d) "Implied warranty" means an implied warranty arising under State law (as modified by secs. 104(a) and 108 of the Act) in connection with the sale by a supplier of a consumer product.

(e) "Remedy" means whichever of the following actions the warrantor elects:

(1) repair;

(2) replacement, or

(3) refund;

except that the warrantor may not elect refund unless: (1) the warrantor is unable to provide replacement and repair is not commercially practicable or cannot be timely made, or (2) the consumer is willing to accept such refund.

(f) "Supplier" means any person engaged in the business of making a con-

sumer product directly or indirectly available to consumers.

(g) "Warrantor" means any supplier or other person who gives or offers to give a written warranty or who is or may be obligated under an implied warranty.

(h) "Consumer" means a buyer (other than for purposes of resale) of any consumer product, any person to whom such product is transferred during the duration of an implied or written warranty applicable to the product, and any other such person who is entitled by the terms of such warranty or under applicable State law to enforce against the warrantor the obligations of the warranty.

**§ 701.2 Scope.**

The regulations in this part establish requirements for warrantors for disclosing the terms and conditions of written warranties on consumer products.

**§ 701.3 Written warranty terms.**

Any warrantor warranting to a consumer by means of a written warranty a consumer product actually costing the consumer more than \$5.00 shall fully and conspicuously disclose, in a single document, in simple and readily understood language, the following items of information:

(a) The full name(s) and address(es) of the warrantor(s);

(b) The identity of the party or parties to whom the warranty is extended, including, where applicable, any limitation on its enforceability by any party other than the first purchaser at retail;

(c) A clear description and identification of parts, characteristics, components and properties covered by, and excluded from the warranty;

(d) A statement of what the warrantor will do to remedy a defect or malfunction in the product, or failure to conform with the written warranty, including but not limited to the items or services the warrantor will and will not pay for or provide;

(e) The period of time, stated in terms of hours, business days or days, within which, after notice of a defect, malfunction, or failure to conform with the warranty, the warrantor will perform any obligations under the warranty;

(f) The point in time or event on which the warranty term commences, and the time period or other measurements of duration for which the product and/or its parts, characteristics, components, or properties are warranted.

(g) Any requirement or duty which must be fulfilled by the purchaser as a condition precedent to securing warranty performance, including any expenses which must be borne by the purchaser;

(h) A step-by-step explanation of the procedure which the purchaser should follow in order to obtain performance of any warranty obligation, including the persons or organizations authorized to perform warranty service, or a telephone number which consumers may use without charge from which such information may be obtained. This information

shall include the name and address of any corporate officer or department responsible for the resolution of such matters, and/or any telephone number which consumers may use without charge for such purposes;

(i) Information respecting the availability of any informal dispute settlement procedure as specified in Part 703 of this subchapter;

(j) Any limitations on the time of day or days of the week during which the warrantor will perform his warranty obligations if such performance is not available Monday through Saturday, 9 a.m. to 6 p.m. local time;

(k) All modifications and limitations on implied warranties, and all exclusions of or limitations on relief such as incidental or consequential damages;

(1) Where any such modification, limitation, or exclusion is unenforceable under applicable State law, that fact shall be disclosed in a manner which specifically names such jurisdictions.

(2) Any limitation on or exclusion of consequential damages for breach of any written or implied warranty on the consumer product shall be disclosed on the face of the warranty, as provided in section 104 of the Act.

(3) Any limitation on the duration of an implied warranty shall be disclosed on the face of the warranty as provided in section 108 of the Act. Any modification, limitation, or exclusion, or any statement that such modification, limitation, or exclusion is unenforceable under applicable State law shall be set apart from the balance of the warranty by the use of a type size larger than the body copy of the warranty, or by the use of all capital letters, or by underlining.

(l) A statement about express and implied warranties in the following language:

This warranty gives you specific legal rights. You also have implied warranty rights. In the event of a problem with warranty service or performance, you may be able to go to a small claims court, a State court, or a Federal district court.

or

This warranty gives you specific legal rights. You also have implied warranty rights, including an implied warranty of merchantability which means that your product must be fit for the ordinary purposes for which such goods are used. In the event of a problem with warranty service or performance, you may be able to go to a small claims court, a State court, or a Federal district court;

(m) If the terms "Life", "Lifetime", or words of similar meaning are used to indicate the duration of a warranty, a clear and conspicuous disclosure of the life referred to.

**§ 701.4 Owner registration cards.**

When a warrantor employs any card such as an owner's registration card, a warranty registration card, or the like, which the purchaser is requested or required to return subsequent to purchasing the product:

(a) If the return of such card is a condition precedent to warranty coverage

and performance, the warrantor shall disclose this fact in the warranty document.

(b) If the return of such card is not a condition precedent to warranty coverage, the warrantor shall clearly and conspicuously disclose in the warranty document the purpose for which such card is utilized. In such instance, the warrantor shall not designate the card as "warranty registration card", but shall appropriately label or title the card according to the purpose or purposes for which it is intended, e.g. "marketing research cards", or "product safety registration card."

The documents supporting the proposed rule, and a report of the Commission Staff discussing the proposed rule and the supporting documents, will be available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C.

All interested persons are hereby notified that they may file written data, views or arguments concerning the proposed Rule with the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580, not later than September 15, 1975.

All interested persons are also given notice of the opportunity to orally present data, views or arguments with respect to the proposed rule at a public hearing to be held commencing at 9 a.m., e d t., September 15, 1975 in Room 332, Federal Trade Commission Building, Sixth and Pennsylvania Avenue, Northwest, Washington, D.C. Additional hearings will be held in Chicago, Room 347 A-B, 230 South Dearborn, commencing September 22, 1975, and in Los Angeles, Room 13209, 1100 Wilshire Boulevard, commencing September 29, 1975.

Any person desiring to orally present his or her views at any of the hearings should so inform the following designated people not later than September 8, 1975, and state the estimated time required for his or her oral presentation. For the Washington, D.C., hearings, notify the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580. For the Chicago hearings, notify Jerome Lamet, Assistant Regional Director, Federal Trade Commission, Suite 1437, 55 East Monroe, Chicago, Illinois. For the Los Angeles hearings, notify Wendy Kaufman, Federal Trade Commission, Room 13209, Federal Building, 11000 Wilshire Boulevard, Los Angeles, California 90024. Reasonable limitations upon the length of time allotted to any person may be imposed.

In addition, all persons desiring to deliver a prepared statement at any of the hearings should file such statement together with supporting factual material with the Special Assistant Director for Rulemaking not later than September 8, 1975. To the extent practicable, persons wishing to file written presentations in excess of two pages should submit five copies, except that supporting materials need not be duplicated.

The data, views or arguments presented with respect to the proposed rule will be available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C., and will be considered by the Commission in its determination to issue a final version of the proposed Rule. All interested persons are urged to express their approval or disapproval of the proposed Rule, or to recommend revisions thereof, and to give a full statement of their views in connection therewith. Comments are invited with respect to all aspects of the proposed rule.

Issued: July 15, 1975.

By direction of the Commission.

[SEAL] VIRGINIA M. HARDING,  
Acting Secretary.

[FR Doc.75-18432 Filed 7-15-75;8:45 am]

### [ 16 CFR Part 702 ]

#### PRE-SALE AVAILABILITY OF WRITTEN WARRANTY TERMS

##### Proceeding, Invitation To Comment, and Public Hearings

*Proposed Rule on Pre-Sale Availability of Written Warranty Terms.* Section 102 (b) (1) (A) of the Magnuson-Moss Warranty Act, P.L. 93-637 (15 U.S.C. 2301), hereinafter referred to as "the Act," directs the Federal Trade Commission to prescribe rules requiring that the terms of any written warranty on a consumer product actually costing the consumer more than \$5.00 be made available to the consumer prior to the sale of the product.

The unavailability of consumer product warranties at the point of sale precludes the use of the warranty as informational input in the consumer's purchasing decision, and as a tool for making product comparisons.

The proposed rule sets forth the means by which the written warranty terms must be made available to the consumer prior to the sale of the consumer product.

The proposed rule includes detailed requirements for both sellers and warrantors of consumer products with written warranties. The burden is placed on the warrantor to provide the seller with the materials necessary for the seller to make the required pre-sale warranty disclosures to consumers.

The proposed rule also includes provisions which require catalog, mail-order, and door-to-door sellers to make pre-sale warranty disclosures.

In consideration of the foregoing, the Commission proposes the following rule implementing section 102(b) (1) (A) of the Act and to amend Title 16, Chapter 1, by adding to subchapter G, Rules, Regulations, Statements and Interpretations under the Act, a new Part 702 under that subchapter.

New Part 702 reads as follows:

#### PART 702—PRE-SALE AVAILABILITY OF WRITTEN WARRANTY TERMS

Sec  
702.1 Definitions.

Sec.  
702.2 Scope.  
702.3 Pre-sale availability of written warranty terms.

AUTHORITY: 15 U.S.C. 2302 and 2309.

##### § 702.1 Definitions.

(a) "The Act" means the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, 15 U.S.C. 2301, *et seq.*

(b) "Consumer product" means any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed).

(c) "Written warranty" means any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect-free or will meet a specified level of performance over a specified period of time, or any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking, which written affirmation, promise or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product.

(d) "Warrantor" means any supplier or other person who gives or offers to give a written warranty or who is or may be obligated under an implied warranty arising under State law (as modified by sections 104(a) and 108 of the Act) in connection with the sale by a supplier of a consumer product.

(e) "Seller" means any person who sells or offers for sale for purposes other than resale any consumer product.

(f) "Principal display panel" means that part of a package, carton, or other container that is most likely to be displayed, presented, shown, or examined under normal and customary conditions of display for retail sale.

(g) "Supplier" means any person engaged in the business of making a consumer product directly or indirectly available to consumers. This includes sellers as defined in this part, manufacturers, wholesalers, distributors, jobbers and any other parts of the product distribution system.

(h) "Binder" means a locking binder, notepad, or similar system which will provide the consumer with convenient access to copies of product warranties.

##### § 702.2 Scope.

The regulations in this part establish requirements for sellers and warrantors for making the terms of any written warranty on a consumer product available to the consumer prior to sale.

##### § 702.3 Pre-sale availability of written warranty terms.

The following requirements apply to consumer products actually costing the consumer more than \$5.00:

(a) *Duties of the seller.* The seller of a consumer product with a written warranty shall:

(1) Maintain a binder or a series of binders, in each department in which any consumer product with a written warranty is offered for sale, containing copies of the warranties for the products sold in such department. The duty to maintain a binder includes the duty to request copies of warranties from the warrantor where needed to comply with this Part 702; and

(1) The title "Warranties" shall be prominently disclosed in bold face type on the outside cover of each such binder, accompanied by a clear and conspicuous disclosure of the following statement: "You may obtain a copy of any of the warranties contained in this book from the warrantor."

(1) Each such binder shall be clearly and conspicuously indexed either according to product or according to warrantor.

(2) Update the binder when new warranted products or models or new warranties for existing products are introduced into the department by substituting superseding warranties or by adding the new warranties as appropriate.

(3) Make the binder available to the consumer upon request.

(4) Not remove or obscure any warranty information disclosure materials attached to a warranted consumer product by a warrantor.

(b) *Duties of the warrantor.* A warrantor warranting to a consumer a consumer product actually costing the consumer more than \$5.00 shall:

(1) Upon specific written or oral request from a prospective consumer, promptly provide a copy of each written warranty requested; and

(2) Provide sellers with copies of written warranties necessary for such sellers to comply with the requirements set forth in subparagraph (1) of paragraph (a) above.

(3) Clearly and conspicuously disclose any applicable warranty designation(s) contained in the written warranty for the product, and the following statement:

"The retailer has a copy of the complete warranty on this product. Ask to see it."

(i) By means of a tag, sign, sticker, label, decal or other attachment to the product; and

(ii) By printing such disclosure on the principal display panel of the package, carton or other product container.

(c) *Catalog sales.* (1) Any seller who offers for sale to consumers consumer products with written warranties by means of a catalog shall:

(1) clearly and conspicuously disclose in such catalog in close conjunction to the warranted consumer products:

(A) the warranty designation of each such product, and

(B) that the written warranty is available free on request, and the address where such warranty can be obtained, and

(i) provide a copy of any written warranty requested by the consumer.

(2) "Catalog" means any multi-page solicitation, flier, or brochure distributed to consumers in which more than one consumer product is offered for sale.

(3) "Close conjunction" means on the page containing the description of the warranted product.

(d) *Mail order sales.* Any seller who offers for sale to consumers a consumer product with a written warranty by means of direct mail solicitation or by means of an advertisement, in any medium, which includes instructions for ordering the product shall:

(1) clearly and conspicuously disclose in such solicitation or such advertisement in close conjunction to the warranted consumer products:

(i) the warranty designation of each such product, and

(ii) that the written warranty is available free on request, and the address where such warranty can be obtained, and

(2) provide a copy of any written warranted consumer products:

(e) *Door-to-door sales.* (1) Any seller who offers for sale to consumers a consumer product with a written warranty by means of door-to-door sales shall, prior to any sales transaction, present the consumer with a copy of the written warranty which the consumer may retain even if no purchase is made.

(2) "Door-to-door sale" means a sale of consumer products in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by a buyer, and the buyer's agreement to offer to purchase is made at a place other than the place of business of the seller.

The documents supporting the proposed rule, and a report of the Commission staff discussing the proposed Rule and the supporting documents, will be available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C.

All interested persons are hereby notified that they may file written data, views, or arguments concerning the proposed Rule with the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580, not later than September 15, 1975.

All interested persons are also given notice of the opportunity to orally present data, views or arguments with respect to the proposed Rule at a public hearing to be held commencing at 9 a.m., e.d.t., September 15, 1975 in Room 332, Federal Trade Commission Building, Sixth Street and Pennsylvania Avenue, Northwest, Washington, D.C.

Additional hearings will be held in Chicago, Room 347A-B, 230 South Dearborn, commencing on September 22, 1975, and in Los Angeles, Room 13209, 11000

Wilshire Boulevard, commencing on September 29, 1975.

Any person desiring to orally present his or her views at the hearings should so inform the following designated people not later than September 8, 1975, and state the estimated time required for his or her oral presentation. For the Washington, D.C., hearings, notify the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580. For the Chicago hearings, notify Jerome Lamet, Assistant Regional Director, Federal Trade Commission, Suite 1437, 55 East Monroe, Chicago, Illinois. For the Los Angeles hearings, notify Wendy Kaufman, Federal Trade Commission, Room 13209, Federal Building, 11000 Wilshire Boulevard, Los Angeles, California, 90024. Reasonable limitations upon the length of time allotted to any person may be imposed.

In addition, all persons desiring to deliver a prepared statement at any of the hearings should file such statement together with supporting factual material with the Special Assistant Director for Rulemaking not later than September 8, 1975. To the extent practicable, persons wishing to file written presentations in excess of two pages should submit five copies except that supporting materials need not be duplicated.

The data, views or arguments presented with respect to the proposed rule will be available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C. and will be considered by the Commission in its determination to issue a final version of the proposed Rule. All interested persons are urged to express their approval or disapproval of the proposed rule, or to recommend revisions thereof, and to give a full statement of their views in connection therewith. Comments are invited with respect to all aspects of the proposed rule.

Issued: July 15, 1975.

By the Commission.

[SEAL] VIRGINIA M. HARDING,  
Acting Secretary.

[FR Doc 75-18354 Filed 7-15-75; 8:45 am]

[ 16 CFR Part 703 ]

INFORMAL DISPUTE SETTLEMENT PROCEDURES

Proceeding, Invitation To Comment, and Public Hearings

*Proposed minimum standards rule.* Section 110(a) (2) of the Magnuson-Moss Warranty Act, P.L. 93-637 (15 U.S.C. 2310) (hereafter the Act) directs the Federal Trade Commission to prescribe rules setting forth minimum standards for any informal dispute settlement mechanism which is incorporated into the terms of a written warranty subject to that Act.

Under section 110(a) (4) the Commission may review the operation of any

dispute settlement procedure resort to which is stated in a written warranty to be a pre-requisite to the consumer pursuing a legal remedy under Section 110 of the Act. In addition, any interested person may file a written complaint with the Commission, and thereby cause the Commission to conduct such a review. If the Commission finds that a procedure, or its implementation, is not in compliance with minimum requirements prescribed by the Commission, then the Commission may take appropriate remedial action under any authority under this Act, or other provision of law. Section 110(b) of the Act states that failure by any person to comply with any requirement imposed on such person by the Act, or by a rule thereunder shall be a violation of Section 5(a) (1) of the Federal Trade Commission Act (15 U.S.C. 45(a)(1)). Should instances of non-compliance with these requirements occur, the Commission may exercise its injunctive powers, or take other action enforcing Section 5 of the FTC Act.

It should be noted that the incorporation of a complying mechanism into the terms of a written warranty would not relieve a warrantor of other obligations under this Act, or under other provisions of law, to proceed fairly and expeditiously in non-mechanism complaint handling, or in complaint handling through an informal dispute settlement mechanism not incorporated into the terms of a written warranty. In other words, by incorporating a mechanism into a written warranty the warrantor undertakes obligations in addition to, not in lieu of, obligations under existing law.

Under section 110(a)(3), if a warrantor incorporates a complying dispute settlement mechanism into the terms of the written warranty, and the warrantor requires that the consumer resort to the mechanism before pursuing any legal remedies under section 110, then the consumer may not commence a civil action under section 110(d) (except for the limited purpose of establishing the representative capacity of a class of plaintiffs), without first seeking redress through the mechanism.

Section 110(d) permits any consumer damaged by reason of the failure of any supplier, warrantor, or service contractor to comply with any obligation under the Act, under a written or implied warranty, or under a service contract, to bring suit in either a State court, or Federal District Court (though minimum jurisdictional requirements are imposed on Federal district court actions). This Section also permits a consumer who prevails in a legal action to recover costs and expenses, including reasonable attorney fees.

When read together with section 110 (d), section 110(a)(3) might be construed as requiring a consumer to resort to warrantor's complying informal dispute settlement mechanism before pursuing any legal rights or remedies. However, section 111(b) makes clear that the

consumer would be free to pursue State or other Federal rights or remedies whether or not warrantor has incorporated a complying mechanism into the terms of his written warranty.

Thus, under section 110 (a) (3) and (d), the consumer may be required to resort in the first instance to warrantor's complying mechanism only when pursuing rights or remedies newly created by section 110(d), such as the class action under section 110(d) (3), attorney fees under section 110(d) (2), or, by reference, any right or remedy newly created by Title I of the Act (or Rules thereunder) relating to written or implied warranties, service contracts, or other obligations.

Section 110 does not require warrantors to establish informal mechanisms for resolution of consumer warranty disputes. Rather, the legislative policy, set out in section 110(a) (1), is to "encourage" warrantors toward that end. The Section requires only that if a warrantor incorporates an informal mechanism into the terms of a written warranty, then the mechanism, and its implementation, must comply with minimum requirements to be prescribed by the Federal Trade Commission.

The Commission is of the view that this legislative scheme is best implemented by a careful balancing of warrantor and consumer interests. Therefore, the minimum requirements for informal mechanisms set out below are intended to facilitate fair and expeditious settlement of warranty disputes without placing unnecessary burdens on warrantors.

Section 110 requires that consumer warranty disputes be handled "fairly and expeditiously" by designated mechanisms, and that the minimum requirements provide for "participation in such procedure by independent or governmental entities". The section does not specify in detail the form, procedures or other requirements that the Commission must prescribe in its rules. The proposed rule would permit a wide variation in form and procedure among complying mechanisms, in recognition of the variety among effective dispute handling mechanisms currently in existence. The intent is to permit warrantors to establish mechanisms—third party and intra-company—best suited to their particular product complaint patterns, and to avoid creating artificial or unnecessary procedural burdens as long as the basic goals of speed, fairness and independent participation are met.

To balance the lack of specific requirements as to form and method of operation, the proposed rule includes detailed requirements for member qualifications, deadlines for resolution of disputes, recordkeeping, audit, and certain other matters. These requirements are intended to ensure the integrity of mechanisms, facilitate the monitoring and enforcement obligations of the Commission, and encourage consumer review and participation.

Accordingly, the Commission proposes the following rule to implement section 110 of the Act and to amend Title 16,

Chapter 1, Subchapter G, Rules, Regulations, Statements and Interpretations under the Magnuson-Moss Act, by adding a new Part 703 to read as follows:

#### PART 703—INFORMAL DISPUTE SETTLEMENT PROCEDURES

Sec.	•
703.1	Definitions
703.2	Duties of Warrantor
MINIMUM REQUIREMENTS OF THE MECHANISM	
703.3	Mechanism Organization.
703.4	Qualification of Members.
703.5	Operation of the Mechanism
703.6	Recordkeeping.
703.7	Audits.
703.8	Openness of Records and Proceedings.

AUTHORITY: 15 U.S.C. 2309 and 2310.

##### § 703.1 Definitions.

(a) "The Act" means the Magnuson-Moss Warranty—Federal Trade Commission Improvement Act, 15 U.S.C. 2301, *et seq.*

(b) "Consumer product" means any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed).

(c) "Written warranty" means:

(1) any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect free or will meet a specified level of performance over a specified period of time, or

(2) any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking,

which written affirmation, promise or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product.

(d) "Warrantor" means any person who gives or offers to give a written warranty which incorporates an informal dispute settlement mechanism.

(e) "Mechanism" means an informal dispute settlement procedure which is incorporated into the terms of a written warranty to which any provision of Title I of the Act applies, as provided in section 110 of the Act.

(f) "Members" means the person or persons within a Mechanism actually deciding disputes.

(g) "Seller" means any person who sells or offers for sale for purposes other than resale any consumer product.

(h) "Consumer" means a buyer (other than for purposes of resale) of any consumer product, any person to whom such product is transferred during the duration of a written warranty applicable to

the product, and any other person who is entitled by the terms of such warranty or under applicable state law to enforce against the warrantor the obligations of the warranty.

##### § 703.2 Duties of Warrantor.

(a) The warrantor shall not incorporate into the terms of a written warranty a Mechanism that fails to comply with the requirements contained in § 703.3-703.8. This paragraph shall not prohibit a warrantor from incorporating into the terms of a written warranty the step-by-step procedure which the consumer should take in order to obtain performance of any obligation under the warranty as described in section 102(a) (7) of the Act and required by Part 701 of this subchapter.

(b) The warrantor shall disclose clearly and conspicuously at least the following information on the face of the written warranty:

(1) a statement of the availability of the informal dispute settlement mechanism;

(2) the name and address of the Mechanism, or the name and a telephone number of the Mechanism which consumers may use without charge;

(3) a statement of any requirement that the consumer resort to the Mechanism before exercising rights or seeking remedies created by Title I of the Act; together with the disclosure that if a consumer chooses to seek redress by pursuing rights and remedies not created by Title I of the Act, resort to the Mechanism would not be required by any provision of the Act; and

(4) a statement, if applicable, indicating where further information on the Mechanism can be found in materials accompanying the product, as provided in § 703.2(c).

(c) The warrantor shall include in the written warranty or in a separate section of materials accompanying the product, the following information:

(1) either (i) a form addressed to the Mechanism containing spaces requesting the information which the Mechanism may require for prompt resolution of warranty disputes; or

(ii) a telephone number of the Mechanism which consumers may use without charge;

(2) the name and address of the Mechanism;

(3) the time limits adhered to by the Mechanism; and

(4) the types of information which the Mechanism may require for prompt resolution of warranty disputes.

(d) Warrantor shall provide to its sellers and service centers the information described in § 703.2(c), and shall take those steps reasonably calculated to ensure that the information is distributed to any consumer who requests the information or presents a warranty complaint.

Nothing contained in paragraphs (b), (c) or (d) of this section shall limit the warrantor's option to encourage consumers to seek redress directly from the warrantor; but the warrantor shall clearly and conspicuously disclose that

access to the Mechanism is available without restriction at a consumer's option. The warrantor shall proceed fairly and expeditiously to attempt to resolve all disputes submitted directly to the warrantor.

(e) Whenever the warrantor determines that a dispute submitted directly to it cannot be resolved to the consumer's satisfaction, the warrantor shall immediately refer the dispute to the Mechanism, together with any information which the Mechanism may require for prompt resolution of warranty disputes.

(f) The warrantor shall: (1) respond fully and promptly to requests by the Mechanism for information;

(2) upon notification of any decision of the Mechanism that would require action on the part of the warrantor, immediately notify the Mechanism, whether, and to what extent, warrantor will abide by the decision; and

(3) perform any obligations it has agreed to.

(g) The warrantor shall act in good faith in determining whether, and to what extent, it will abide by a Mechanism decision.

(h) The warrantor shall comply with any requirements imposed by the Mechanism to fairly and expeditiously resolve warranty disputes.

#### MINIMUM REQUIREMENTS OF THE MECHANISM

##### § 703.3 Mechanism Organization.

(a) The Mechanism shall be funded and competently staffed at a level sufficient to ensure fair and expeditious resolution of all disputes, and shall not charge consumers any fee for use of the Mechanism.

(b) The warrantor and the sponsor of the Mechanism (if other than the warrantor) shall take all steps necessary to ensure that the Mechanism, and its members and staff, are sufficiently insulated from the warrantor and the sponsor, so that the decisions of the members and the performance of the staff are not influenced by either the warrantor or the sponsor. Necessary steps may include committing funds in advance, basing personnel decisions solely on merit, and avoiding the assigning of conflicting warrantor or sponsor duties to Mechanism staff persons.

(c) The Mechanism shall impose any other requirements necessary to ensure that the members, staff and warrantors act fairly and expeditiously in each dispute.

##### § 703.4 Qualification of Members.

(a) No member deciding a dispute shall be: (1) a party to the dispute, or an employee or agent of a party other than for purposes of deciding disputes; or

(2) a person who is or may become a party in any legal action, including but not limited to class actions, relating to the product or complaint in dispute, or an employee or agent of such person other than for purposes of deciding disputes.

For purposes of this paragraph a person shall not be considered a "party" solely because he or she acquires or owns an interest in a party solely for investment, and the acquisition or ownership of an interest which is offered to the general public shall be prima facie evidence of its acquisition or ownership solely for investment.

(b) When one or two members are deciding a dispute, all shall be persons having no direct involvement in the manufacture, distribution, sale or service of any product. When three or more members are deciding a dispute, at least two-thirds shall be persons having no direct involvement in the manufacture, distribution, sale or service of any product. "Direct involvement" shall not include acquiring or owning an interest solely for investment, and the acquisition or ownership of an interest which is offered to the general public shall be prima facie evidence of its acquisition or ownership solely for investment. Nothing contained in this section shall prevent the members from consulting with any persons knowledgeable in the technical, commercial or other areas relating to the product which is the subject of the dispute.

##### § 703.5 Operation of the Mechanism.

(a) The Mechanism shall establish written operating procedures which shall include at least those items specified in paragraphs (b)-(j). Copies of the written procedures shall be made available to any person.

(b) Upon notification of a dispute, the Mechanism shall immediately inform both the warrantor and the consumer of receipt of the dispute, and shall promptly supply the consumer with a description of the procedures and time limits adhered to by the Mechanism.

(c) The Mechanism shall investigate, gather and organize all information necessary for a fair and expeditious decision in each dispute. The Mechanism shall, where necessary to decide the dispute, elicit facts from the parties relating to the number of any repair attempts, length of repair periods, the possibility of unreasonable use of the product, or any other facts relevant in light of Title I of the Act (or rules thereunder), including facts that might support a decision to award consequential damages, or any other remedy, under the Act (or rules thereunder). When information submitted by one party, a consultant under § 703.4(b), or any other source tends to contradict facts submitted by the other party, the Mechanism shall clearly, accurately, and completely disclose to both parties the contradictory information (and its source) and shall provide both parties an opportunity to explain or rebut the information and to submit additional materials. The Mechanism shall not require any information not reasonably necessary to decide the dispute.

(d) If the warrantor and the consumer agree to a settlement of the dispute before a decision is rendered by the Mechanism, the Mechanism shall, as expedi-

tiously as possible but at least within 40 days of notification of the dispute: (1) ratify the settlement as a decision of the Mechanism (The members may authorize the staff of the Mechanism to ratify settlements as Mechanism decisions.); and

(2) disclose to the consumer the terms of the ratified settlement, and the information described in paragraph (g) of this section.

(e) If the dispute has not been settled, the Mechanism shall, as expeditiously as possible but at least within 40 days of notification of the dispute: (1) render a fair decision based on the information gathered as described in paragraph (c) of this section, and on any information submitted at an oral presentation which conforms to the requirements of paragraph (f) of this section (A decision shall include any remedies appropriate under the circumstances, including repair, replacement, refund, reimbursement for expenses, compensation for damages, and any other remedies available under the written warranty or the Act (or rules thereunder)); and a decision shall state a specified reasonable time for performance);

(2) disclose to the warrantor or its decision and the reasons therefor;

(3) if the decision would require action on the part of the warrantor, determine whether, and to what extent, warrantor will abide by its decision; and

(4) disclose to the consumer its decision, the reasons therefor, warrantor's intended actions (if the decision would require action on the part of the warrantor), and the information described in paragraph (g) of this section.

Nothing contained in this paragraph shall prohibit the Mechanism from delaying the performance of its duties under this paragraph beyond the 40 day time limit, where the period of delay is due solely to failure of a consumer to provide promptly information necessary for the decision in response to a reasonable request.

(f) The Mechanism may allow an oral presentation by a party to a dispute (or a party's representative) only if: (1) both warrantor and consumer expressly agree to the presentation;

(2) prior to agreement the Mechanism fully discloses to the consumer the following information:

(i) that the presentation by either party will take place only if both parties so agree, but that if they agree, and one party fails to appear at the agreed upon time and place, the presentation by the other party may still be allowed;

(ii) that the members will decide the dispute whether or not an oral presentation is made;

(iii) the proposed date, time and place for the presentation; and

(iv) a brief description of what will occur at the presentation including, if applicable, parties' rights to bring witnesses and/or counsel; and

(3) each party has the right to be present during the other party's oral presentation.

Nothing contained in this paragraph shall preclude the Mechanism from allowing an oral presentation by one party, if the other party fails to appear at the agreed upon time and place, as long as all of the requirements of this paragraph have been satisfied.

(g) The Mechanism shall inform the consumer, at the time of disclosure required in paragraphs (d) and (e) (4) of this section that: (1) if he or she is dissatisfied with its decision or warrantor's intended actions, or eventual performance, legal remedies, including use of small claims court, may be pursued;

(2) the Mechanism's decision is admissible in evidence as provided in section 110(a)(3) of the Act; and

(3) the consumer may obtain, at reasonable cost, copies of all Mechanism records relating to the consumer's dispute.

(h) If the warrantor has agreed to perform any obligations, either as part of a settlement under paragraph (d) or as a result of a decision under paragraph (e), the Mechanism shall ascertain from the consumer within 5 working days of the date for performance whether performance has occurred.

(i) A requirement that a consumer resort to the Mechanism prior to commencement of an action under section 110(d) of the Act shall be satisfied 40 days after notification to the Mechanism of the dispute or when the Mechanism completes all of its duties under paragraph (e) of this section, whichever occurs sooner. Except that, if the Mechanism delays performance of its paragraph (e) duties as allowed by the last sentence of that paragraph, the requirement that the consumer initially resort to the Mechanism shall not be satisfied until the period of delay due solely to the consumer's failure to provide necessary information has ended.

(j) Decisions of the Mechanism shall not be legally binding on any person. However, the warrantor shall act in good faith, as provided in § 703.2(g). In any civil action arising out of a warranty obligation and relating to a matter considered by the Mechanism, any decision of the Mechanism shall be admissible in evidence, as provided in section 110(a)(3) of the Act.

#### § 703.6 Recordkeeping.

(a) The Mechanism shall maintain records on each dispute referred to it which shall include: (1) a dispute summary form containing: (i) name, address and telephone number of the consumer;

(ii) name, address, telephone number and contact person of the warrantor;

(iii) brand name and model number of the product involved;

(iv) a brief description of the facts pertinent to the dispute;

(v) a statement of the Mechanism's decision or other resolution;

(vi) a summary of follow-up action and results thereof; and

(vii) the date of receipt of the dispute and the date of disclosure to consumer of resolution;

(2) all letters or other written documents submitted by either party;

(3) all other evidence collected by the Mechanism relating to the dispute, including summaries of all telephone calls and meetings between the Mechanism and any other person (including consultants described in § 703.4(b));

(4) a summary of any information presented by either party at an oral presentation;

(5) the decision of the members including information as to date, time and place of meeting, and the identity of members voting; or information on any other resolution;

(6) a copy of the disclosure to the parties of the decision;

(7) a statement of the warrantor's intended action(s);

(8) copies of follow-up letters (or summaries of follow-up telephone calls) to the consumer, and responses thereto; and

(9) any other documents and communications (or summaries of oral communications) relating to the dispute.

(b) The Mechanism shall maintain and index the records required to be kept under paragraph (a) of this section in a manner that will facilitate a determination by an auditor under § 703.7 as to whether the Mechanism and the warrantor(s) are in compliance with this part.

(c) The Mechanism shall retain all records specified in paragraphs (a) and (b) for at least 4 years after final disposition of the dispute.

(d) The Mechanism shall compile and maintain statistics which include:

(1) the number and percent of disputes in each of the following status or final disposition categories, on a month-to-month basis: (i) resolved by staff of the Mechanism and warrantor has complied;

(ii) resolved by staff of the Mechanism, time for compliance has occurred, and warrantor has not complied;

(iii) resolved by staff of the Mechanism and time for compliance has not yet occurred;

(iv) decided by members and warrantor has complied;

(v) decided by members, time for compliance has occurred, and warrantor has not complied;

(vi) decided by members and time for compliance has not yet occurred;

(vii) decided by members adverse to the consumer,

(viii) no jurisdiction;

(ix) insufficient information;

(x) pending; and

(xi) decision delayed beyond 40 days; and

(2) the average (mean) time between referral to the Mechanism and final resolution

#### § 703.7 Audits.

(a) The Mechanism shall have an audit conducted at least annually, to determine whether the Mechanism and its implementation are in compliance with this part. All records of the Mechanism required to be kept under § 703.6 shall be available for audit.

(b) Each audit provided for in paragraph (a) of this section shall include a review of all aspects of Mechanism and warrantor performance that are the subject of this part, and shall include a verification of a statistically valid sample of disputes decided by the Mechanism. For any matter that cannot be verified on the basis of readily available data, the auditor may substitute an informal critique, accompanied by a statement describing the criteria or factors forming the basis for the critique.

(c) A report of each audit provided for in paragraph (a) of this section shall be submitted to the Federal Trade Commission, and shall be made available to any person at reasonable cost. The Mechanism may direct its auditor to delete names of parties to disputes, and identity of products involved, from the audit report.

(d) Auditors shall be selected by the Mechanism. No auditor may be involved with the Mechanism as a warrantor, sponsor or member, or employee or agent thereof, other than for purposes of the audit.

#### § 703.8 Openness of Records and Proceedings.

(a) All records specified in § 703.6(d) shall be available to any person for inspection and copying.

(b) All records other than those specified in paragraph (d) of § 703.6, except as provided under paragraph (e) of this section, may be kept confidential, or made available only on such terms and conditions, or in such form, as the Mechanism shall permit.

(c) The policy of the Mechanism with respect to records made available at the Mechanism's option shall be set out in the procedures under § 703.5(a); the policy shall be applied uniformly to all requests for access to or copies of such records.

(d) Meetings of the members to hear and decide disputes shall be open to observers on reasonable and nondiscriminatory terms. The identity of the parties and products involved in disputes need not be disclosed at meetings.

(e) Upon request the Mechanism shall provide to either party to a dispute: (1) access to all records relating to the dispute; and

(2) copies of any records relating to the dispute, at reasonable cost.

(f) All records maintained by the Mechanism shall be available to the Federal Trade Commission without restriction.

The documents supporting the proposed rule, and a report of the Commission staff discussing the proposed rule and the supporting documents, are available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C.

All interested persons are hereby notified that they may file written data, views or arguments concerning the proposed Rule with the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission,

Washington, D.C. 20580, not later than September 15, 1975.

All interested persons are also given notice of the opportunity to orally present data, views or arguments with respect to the proposed Rule at a public hearing to be held commencing at 9 a.m. e.d.t., September 15, 1975 in Room 332, Federal Trade Commission Building, Sixth Street and Pennsylvania Avenue, Northwest, Washington, D.C., 20580. Additional hearings will be held in Chicago, Room 347A-B, 239 South Dearborn, commencing September 22, 1975, and in Los Angeles, Room 13209, 11000 Wilshire Boulevard, commencing September 29, 1975.

Any person desiring to orally present his or her views at any of the hearings should so inform the following designated people not later than September 8, 1975, and state the estimated time required for his or her oral presentation. For the Washington, D.C., hearings, notify the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580 For the Chicago hearings, notify Jerome Lamet, Assistant Regional Director, Federal Trade Commission, Suite 1437, 55 East Monroe, Chicago, Illinois. For the Los Angeles hearings, notify Wendy Kaufman, Federal Trade Commission Room 13209, Federal Building, 11000 Wilshire Boulevard, Los Angeles, California, 90024. Reasonable limitations upon the length of time allotted to any person may be imposed.

In addition, all persons desiring to deliver a prepared statement at the hearings should file such statement together with supporting factual material with the Special Assistant Director for Rulemaking not later than September 8, 1975.

To the extent practicable, persons wishing to file written presentations in excess of two pages should submit five copies, except that supporting materials need not be duplicated.

The data, views or arguments presented with respect to the proposed rule, including a transcript of oral testimony at the hearings described above, will be made available for examination by interested persons in Room 130 of the Division of Legal and Public Records, Federal Trade Commission, Washington, D.C. and will be considered by the Commission in its determination to issue a final version of the proposed Rule.

All interested persons are urged to express their approval or disapproval of the proposed Rule, or to recommend revisions thereof, and to give a full statement of their views, supplemented by all appropriate documentations, in connection therewith.

Comments are invited with respect to all aspects of the proposed rule. The Commission invites comments particularly with respect to:

1. The disclosures required by § 703.2 (b), (c) and (d). Are these sufficient to ensure that consumers will be aware of the Mechanism's existence when they have a warranty complaint? If not, what other means of disclosure (e.g., media advertising, or stickers permanently affixed to the product itself) should be required?

2. The provision in § 703.3(a) prohibiting the imposition of any fee on the consumer for use of the Mechanism.

3. The requirements in § 703.5 relating to the operation of the Mechanism. Are they stringent enough to ensure fair and expeditious settlement of disputes? Is the forty day time limit reasonable from the standpoint of both the Mechanism and the consumer?

4. Whether any requirements in the proposed rule (such as the § 703.2(b), (c) and (d) disclosures, the § 703.5(c) investigation requirement, the § 703.6 recordkeeping provisions, and the § 703.7 audit provisions) could be accomplished by equally satisfactory, but less costly, means.

Issued: July 15, 1975.

By the Commission.

VIRGINIA M. HARDING,  
*Acting Secretary.*

[FR Doc.75-18355 Filed 7-15-75;8:45 am]

**SECURITIES AND EXCHANGE COMMISSION**

[ 17 CFR Parts 230, 239, 240, 249 ]

[Rel. Nos. 33-5594, 34-11498; File No. S7-561]

**PROJECTIONS OF FUTURE ECONOMIC PERFORMANCE**

**Extension of Comment Period**

The Securities and Exchange Commission today extended the comment period on its proposals relating to projections of future economic performance and a more timely filing of Form 8-K to report a change in control (Release No. 33-5581, April 28, 1975, 40 FR 20316). The Commission believes that an extension from

June 30 until July 31, 1975 is appropriate in view of the extension requests it has received and the great interest these proposals have generated.

Accordingly, all interested persons are invited to submit their views and comments on the proposals contained in Release No. 33-5581 to George A. Fitzsimmons, Secretary, Securities and Exchange Commission, Washington, D.C. 20549 on or before July 31, 1975. Such communications should refer to File No. S7-561. All such communications will be available for public inspection.

By the Commission.

[SEAL] GEORGE A. FITZSIMMONS,  
*Secretary.*

JUNE 26, 1975.

[FR Doc.75-18438 Filed 7-15-75;8:45 am]

**SMALL BUSINESS ADMINISTRATION**

[ 13 CFR Part 121 ]

**SMALL BUSINESS SIZE STANDARDS**

**New Date for Hearing Regarding Proposed Change in Definition of Small Petroleum Refiner**

On June 19, 1975, there was published in the FEDERAL REGISTER (40 F.R. 25831), a notice that the Small Business Administration would hold a public hearing at 9:00 A.M., on Monday, August 4, 1975, in Room 214 of the Small Business Administration Central Office, 1441 L Street, N.W., Washington, D.C., on the definition of a small petroleum refiner.

Due to scheduling problems, we find that we are unable to hold the hearing on the date originally scheduled. Therefore, the hearing will be held on Monday, August 25, 1975, at the same time and place.

In our earlier notice, it was requested that all parties who will attend the hearing, notify Mr. William L. Pellington, Director, Size Standard Division, 1441 L Street, N.W., Washington, D.C. 20416 by July 1, 1975. This date is extended to July 21, 1975.

(Catalog of Federal Domestic Assistance Program No. 59.002, Economic Injury Disaster Loans; 59.009, Procurement Assistance to Small Businesses; and 59.012, Small Business Loans)

Dated: July 7, 1975.

THOMAS S. KLEPPE,  
*Administrator.*

[FR Doc 75-18424 Filed 7-15-75;8:45 am]