

# Your Rights As A Consumer

## Your printer. Your choice.

Federal law states that it's illegal for an Original Equipment Manufacturer (OEM) or anyone to make you buy a specific brand of cartridge. To make this requirement is in violation of the Sherman-Clayton Antitrust Act. Nor can anyone tell you that remanufactured or compatible cartridges will void your warranty. This violates the Magnuson-Moss Warranty Act.

Show this information to anyone who insists on voiding a warranty or charging you for a service call because they found that you were not using OEM brand supplies. Protect your right to use the supply vendor of your choice. Our compatible toner, ribbons and other supplies are 100% guaranteed to meet or exceed the quality of the OEM brand. We stand by the quality of our products. It's your printer, you bought it, and it's your right as a consumer to choose which vendor and which type of cartridge you use.

## The Sherman-Clayton Antitrust Act

A classic example of this issue was brought before the U.S. Supreme Court in 1956, involving the United States vs. IBM. At the time, IBM leased data processing machines to customers with the requirement that they use only the tabulating cards manufactured by IBM. Their customers were threatened with termination of their lease if they used cards produced by other manufacturers. As decided by the U.S. Supreme Court, this requirement in IBM's lease agreement was held to constitute a "tying agreement", and was found to be in violation of the antitrust laws.

Don't be intimidated by sales or service people. Let them know that a computer printer manufacturer or dealer cannot legally require, in writing or verbally, that a printer owner or lessee exclusively purchase ribbons, toner or any other type of supply from them. In order to make this kind of requirement, they must conclusively demonstrate and prove that other brands of supplies are incompatible to their printers, and they must state this in writing.

## The Magnuson-Moss Warranty Act

There are three prohibitions under the Magnuson-Moss Act. They involve implied warranties, deceptive or misleading warranty terms, and so-called "tie-in sales" provisions.

Generally, tie-in sales provisions are not allowed. Such a provision would require a purchaser of the warranted product to buy an item or service from a particular company to use with the warranted product in order to be eligible to receive a remedy under the warranty. The following is an example of prohibited tie-in sales provisions:

"In order to keep your new Bell Brand Printer warranty in effect, you must use genuine Bell Brand Toner cartridges. Failure to have scheduled maintenance performed, at your expense, by the Bell Maintenance Company, Inc., voids this warranty."

Know your rights. If you have any questions about your Warranty or about the Magnuson-Moss Warranty Act or the Sherman-Clayton Antitrust Act, please call your World Wide Imaging Supplies Account Manager toll free at **1.866.497.4617**.

## World Wide Imaging Supplies

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