

# **KNOW YOUR RIGHTS!**

## **MAGNUSON-MOSS**

### **WARRANTY IMPROVEMENT ACT**

**United States Code Annotated • Title 15 Commerce and Trade**  
**Chapter 50 Consumer Product Warranties Section 2302**

(c) No warrantor of a consumer product may condition his written or implied warranty of such product on the consumer's using, in connection with such product, any article or service (other than article or service provided without charge under the terms of the warranty) which is identified by brand, trade or corporate name; except that the prohibition of this subsection may be waived by the commission if:

1. The warrantor satisfies the Commission that the warranted product will function properly only if the article or service so identified is used in connection with the warranted product, and
2. The commission finds that such a waiver is in the public interest.

#### **How this affects you!**

The manufacturer of the printer you are using cannot void the warranty on your printer because you use a cartridge or refill kit manufactured by someone other than the printer manufacturer. This prohibition includes the use of compatible cartridges, and remanufactured cartridges

#### **IBM vs. The United States (The Sherman and Clayton Antitrust Law)**

Furthermore: you don't have to be intimidated when the printer people tell you they will void your warranty on your equipment if you do not use the O.E.M. ink or toner. Nor should you be intimidated if they should try to charge extra because you are not using the O.E.M. ink or toner. This is illegal for another reason and this is referred to as product linking, check it out:

**The Supreme Court (IBM vs. The United States) held that IBM could not threaten customers with termination of their data processing equipment leases just because they did not use supplies manufactured by IBM. Such practice constituted a "tying agreement" and was found to be in violation of the Sherman and Clayton Antitrust Law.**

#### **How this affects you!**

Stand up for your right of free choice of vendor because you are acting within the letter of the law. Your printer service people are aware of lower priced supplies, so threatening to void warranties and service call charges are their only defense. Save this information to intimidate them with their illegal actions.