

Be prepared to educate your clients

- Manufacturers cannot legally require a printer owner or lessee – verbally or otherwise – to purchase supplies exclusively from them.
- This unlawful “tying agreement” violates provisions of the Sherman and Clayton Antitrust Acts and the Magnuson-Moss Warranty Improvement Act.
- This unlawful “market restriction” violates provisions outlined under the Canadian Competition Act.
- Purpose of the Competition Act is to maintain and encourage competition in Canada in order to promote the efficiency and adaptability of the Canadian economy.
- In a landmark 1936 case, the Supreme Court ruled that IBM could not terminate a customer’s data processing machine lease, if the customer chose to use tabulating cards from other manufacturers.
- The more recent Magnuson-Moss Warranty Improvement Act title 15, Section 2302 specifically prohibits a manufacturer from conditioning a written or implied warranty on the use of its own brand product except under very restrictive circumstances.
- If, in the unlikely event our supplies have been the source of damage to your equipment, you are protected by our warranty. We will reimburse you for the cost of repairs with adequate documentation from the service technician.
- Our imaging supplies are designed to meet or exceed the original brand name.
- If a representative threatens to void the machine warranty or charge for a service call because you are using a compatible supply, ask for their statement in writing.

The law is on your side!