

Educating Your Customers: Putting the Voided Warranty Question to Rest

EDITOR'S NOTE: This article is not intended as legal advice; it contains general warranty information intended primarily for individual consumer use. As with all warranty and legal issues, it is important for consumers to ensure they are informed and aware of the issues directly applicable to their individual situations.

I've been told that using remanufactured cartridges will void my printer warranty." Like many remanufacturers, you have probably heard this statement from potential customers and may not be sure how to counter this common customer misconception. Fortunately, the law is on your side, and even the OEMs' warranties themselves should confirm this.

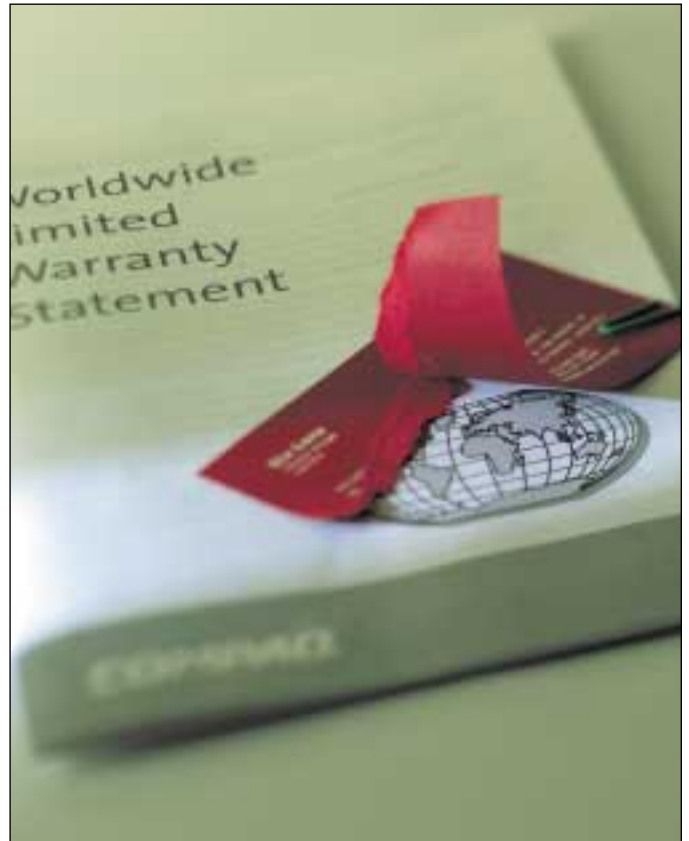
The Magnuson-Moss Warranty Act of 1975 states that, in the United States at least, the warranty cannot be voided because of the use of aftermarket products. This is commonly known as the Act's "anti-tying" provision because it prevents a manufacturer from "tying" its warranty to the use of specific products. Section 2302(c) of the Magnuson-Moss Warranty Act reads:

"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."

This means the OEM cannot, as a condition of the warranty, require the use of a certain brand of cartridge. Note that exceptions can be made to this only if the government decides "the warranted product will function properly only if the article or service so identified is used in connection with the warranted product, and the Commission finds that such a waiver is in the public interest." Currently, no printer products appear to be included in this list, and any new applications must undergo review and public comment.

While the use of an aftermarket product does not void the printer warranty (that is, nullify the entire warranty), the warranty does not have to cover damage that is shown to be due to a non-OEM consumable. Even if this should happen, the rest of the warranty would still be in effect for any other problems the customer has.

To help offset this, it is recommended that your own cartridge's warranty cover any repairs to the customer's printer



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that are directly tied to the cartridge, in the (extremely unlikely) event that it is the cause of a problem. This will help reassure the customer that he or she will not be liable for any repairs.

To figure out exactly what type of repairs would not be covered, take a look at the OEM's warranty, which will usually give a list of damages excluded from repair coverage. This

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list will most likely state that any damage caused by non-OEM cartridges will not be repaired.

The HP inkjet warranty is clearer than most: “For HP printer products, the use of a non-HP ink cartridge or a refilled ink cartridge does not affect either the warranty to the customer or any HP support contract with the customer. However, if printer failure or damage is attributable to the use of a non-HP or refilled ink cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage.”

Many consumers are unaware of this type of provision, but may have heard rumors that the whole printer warranty will be voided, implying they will be stuck with paying out of pocket for any future printer repairs. Unfortunately, unscrupulous salespeople may use this lack of knowledge to help spread fear, thus trying to scare end users into staying with OEM cartridges. It is your job to help inform consumers about their rights, allowing them to make an informed decision. In fact, many consumers have never read the warranty for their printers. While it is normally provided in the box with the printer, the warranty may have been thrown out with the packaging or, in an office environment, kept by the IT department, often far away from the office workers who use the machine and buy cartridges for it.

Remanufacturers have complained about the difficulty of finding written confirmation of what the warranty actually covers. Fortunately, the law provides for this as well. The law requires warranties be made available at the point of sale, so consumers can evaluate their warranty options before they purchase a product. According to the Federal Trade Commission’s Web site:

“The FTC’s Rule on Pre-Sale Availability of Written Warranty Terms requires that written warranties on consumer products costing more than \$15 be available to consumers before they buy.

“The Pre-Sale Availability Rule requires that sellers make warranties readily available to prospective buyers either by displaying them in close proximity to the warranted products, or by furnishing them upon request prior to sale and posting prominent signs to let customers know that warranties can be examined upon request.”

Unfortunately, it seems this is not always the case. A recent, unscientific survey of several office supply stores

found that the salespeople were not at all knowledgeable about printer warranties. At one large office superstore, for example, the warranties were not available for comparison, and employees would not open the boxes to show the warranties.

A similar law in the United Kingdom also requires warranties to be available at the point of sale, but such requirements vary by country. In the past, getting your hands on a copy of the warranty might have been quite difficult. Fortunately, with a little searching online, examples of warranties can usually be located. Laws vary by country; these warranty examples are for the United States, except where noted. Warranties for other countries may be available on the local version of the OEM Web site. If you sell printers yourself, you also may have access to warranty information.

Note that these are just examples and may not be the exact warranty that applies to all of a given OEM’s products. If you have a problem concerning a certain printer, search the OEM’s site for the warranty that specifically applies to that printer. If you can’t find it, you should be able to call the OEM and have them provide a copy of the warranty in writing.

A few examples of warranties follow and include Web addresses where the warranty information was found. Each is an excerpt of the full warranty; excerpts contain only the text related to cartridge-related repairs, and are listed alphabetically by OEM name. Italics have been added to highlight the relevant text.

Brother

“This warranty does not cover:

- (1) Physical damage to this Product;
- (2) Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting this Product without the proper preparation and/or packaging);
- (3) *Damage caused by another device or software used with this Product (including but not limited to damage resulting from use of non Brother-brand parts and Consumable and Accessory Items);*
- (4) Consumable and Accessory Items that expired in accordance with a rated life;
- (5) Problems arising from other than defects in materials

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or workmanship; and

(6) Normal Periodic Maintenance Items, such as Paper Feeding Kit, Fuser and Laser Units.”

Available at www.brother.com/usa/fax/warranty/1yearfaxmfcwarranty.htm

Canon

“This limited warranty covers all defects encountered in normal use of the Product and does not apply in the following cases:

(a) Loss of or damage to the Product due to abuse, neglect, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, improper use, failure to follow operating or maintenance instructions in, or environmental conditions prescribed in, Canon USA’s user’s manual or other documentation, or services performed by someone other than a Canon USA repair facility or ASF. Without limiting the foregoing, dropping the Product, scratches, and abrasions will be presumed to have resulted from misuse, abuse or failure to operate the Product as set forth in the user’s manual or other documentation for the Product.

(b) *Use of parts or supplies (other than those sold by Canon USA) that cause damage to the Product or cause abnormally frequent service calls or service problems.”*

Available at www.consumer.usa.canon.com/app/pdf/CUSA_Limited_Warranty.pdf

Dell Computer Corp.

“This limited warranty does not cover:

■ Software, including the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software, or the reloading of software.

■ Non-Dell branded and Solution Provider Direct products and accessories.

■ Problems that result from:

• External causes such as accident, abuse, misuse, or problems with electrical power.

• Servicing not authorized by Dell.

• Usage that is not in accordance with product instructions.

• Failure to follow the product instructions or failure to perform preventive maintenance.

■ *Problems caused by using accessories, part, or components not supplied by Dell.*

■ Products with missing or altered Service Tags or serial numbers.

■ Products for which Dell has not received payment.”

Available at <http://www1.us.dell.com/content/topics/global.aspx/policy/en/policy?c=us&cs=&l=en&s=gen&~section=010#hardware>

Epson

“This Agreement excludes those services listed below. Customer agrees to be billed at Epson’s standard rates if excluded services are necessary to restore Product to working condition and to pay such charges upon receipt of invoice. *Services excluded from this Agreement are:*

1. Service to address any damage caused by using improper packaging materials, improper packaging and shipping.

2. *Service to address any damage caused by using unsuitable inks or ink delivery systems in the Printer.*

3. *Service to address any damage caused by use of non-Epson inks, ink cartridges or media.”*

Available at www.epson.com/cgi-bin/Store/ProductServiceTCs.jsp?BV_UseBVCookie=yes&oid=38262405&category=Products&nextPage=/ProductQuickSpec.jsp

Hewlett-Packard Inkjet Printers

“For HP printer products, the use of a non-HP ink cartridge or a refilled ink cartridge does not affect either the warranty to the customer or any HP support contract with the customer. However, if printer failure or damage is attributable to the use of a non-HP or refilled ink cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage.”

Available at <http://h10025.www1.hp.com/ewfrf/wc/genericDocument?cc=us&lc=en&dlc=en&docname=bpd09784>

“Please note that non-HP cartridges may affect your printer warranty; HP is not obligated to compensate for damage caused by non-HP cartridges.”

Available at www.hp.com/sbso/product/supplies/whybuy_warranty.html

HP Laser Printers

“Warranty does not apply to defects resulting from (a) improper or inadequate maintenance or calibration, (b) software, interfacing, parts or supplies not supplied by HP, (c) unauthorized modification or misuse, (d) operation outside of the published environmental specifications for the product, or (e) improper site preparation or maintenance.”

Available at <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=bpl08428>

“HP policy on non-HP toner cartridges: Hewlett-Packard Company cannot recommend use of non-HP toner cartridges,

For specific legal advice, or if you have any questions regarding the law in your particular state, you should consult an attorney.

either new or remanufactured. Because they are not HP products, HP cannot influence their design or control their quality.”

Available at <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=bpl07010>

Kyocera Mita

(This is the U.K. version of the warranty, as the U.S. version could not be located.)

“5.1. Support does not include any of the following: ...

5.1.6.6. damage caused to the Product by the use of any consumables which are not genuine Kyocera Mita consumables or by the use of any connectivity or other options, accessories or products of a third party which are not Kyocera Mita approved;”

Available at www.kyoceramita.co.uk/pages/support/warranty/kyolife.asp

Note that the Kyocera U.K. Web site also contains this slightly more threatening text, which, of course, isn’t supported by any evidence.

“The use of non-Kyocera Mita original toner is likely to cause print quality issues and ultimately, damage to the printer. Such issues or damage would not be covered under your printer warranty.”

Available at www.kyoceramita.co.uk/pages/support/toner/tonerlife.asp

Lexmark

“Warranty service does not include repair of failures caused by:

- Modification or attachments.
- Accidents or misuse.
- Unsuitable physical or operating environment.
- Maintenance by anyone other than Lexmark or a Lexmark-authorized servicer.
- Operation of a product beyond the limit of its duty cycle.
- Use of printing media outside of Lexmark specifications.
- Supplies (such as ink) not furnished by Lexmark.
- Products, components, parts, materials, software or interfaces not furnished by Lexmark.”

Available at www.lexmark.com/lexmark/sequentialem/home/0,6959,204816596_273253617_0_en,00.html

Samsung

“Non-Samsung laser print cartridges: If a non-Samsung print cartridge is found to be the direct cause of printer failure or damage, Samsung will not cover the repair related to that non-Samsung cartridge.”

Available at www.samsung.com/Products/Printer/GeneralPolicy

Xerox

“Xerox shall not be obligated under this Agreement to:

1. Repair damage resulting from attempts by personnel other than Xerox representative to install, repair or service the product unless directed by a Xerox representative;
2. Repair any damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
3. Provide any application software support or service involving application hardware;
4. Repair any damage, malfunction or degradation of performance caused by the use of non-Tektronix/Xerox supplies or consumables, or Tektronix/Xerox supplies not specified for use with the particular product.”

Available at www.office.xerox.com/services/warranty_terms.html

Bibliography

Magnuson-Moss Warranty Act available at http://assembler.law.cornell.edu/uscode/html/uscode15/usc_sup_01_15_10_50.html

FTC information on warranties available at <http://www.ftc.gov/bcp/conline/pubs/buspubs/warranty.htm>

More on the aftermarket product provisions of the Magnuson-Moss Warranty Act available at www.usdieselparts.com/mmwa.cfm and www.mlmlaw.com/library/guides/ftc/warranties/undermag.htm

More on warranties in the October 2002 *Recharger Magazine* article, “Warranties You Give Your Customers,” by Jeff Kerrane or visit <http://www.rechargermag.com/article.asp?id=200210118>

Note: Because of variations in laws from state to state, this article cannot be considered legal advice. For specific legal advice, or if you have questions regarding the law in your particular state, you should consult an attorney. ☐