

TUG Warranty and Support

Warranty Issues & Support-

On occasion, The Upgrade Group hears reports that a Cisco® representative has told a customer (which could be an end user, reseller or integrator) that if the customer sources/uses Memory, GBIC, or Cable products obtained outside their direct channel, the system manufacturer's warranty is voided. Through this ploy, the Cisco sales representative attempts to coerce customers into purchasing Memory, GBIC, or Cable products from the system manufacturer, usually at a much higher price than what The Upgrade Group, Inc. offers. A system manufacturer may resort to this type of warranty threat to spread fear, uncertainty, and doubt in the minds of consumers rather than to compete on the basis of quality and price.

Magnuson-Moss and "Tie-In Sales"-

In legal terms, this type of ploy is referred to as a "tie-in sales" provision. In general, such provisions are illegal. They are specifically prohibited in the consumer market by section 102(c) of the Magnuson-Moss Warranty Act of 1975 (15 United States Code section 2302(c)). In the networking & LAN/WAN markets, such ploys can violate sections 1 and 2 of the Sherman Antitrust Act (15 United States Code sections 1 and 2). As the United States Supreme Court has stated:

The essential characteristic of an invalid tying arrangement lies in the seller's exploitation of its control over the tying product [here, the computer system] to force the buyer into the purchase of a tied product [here, the memory module or GBIC] that the buyer either did not want at all, or might have preferred to purchase elsewhere on different terms. When such "forcing" is present, competition on the merits in the market for the [memory module or GBIC] is restrained and the Sherman Act is violated.

Jefferson Parish Hospital District No. 2 v. Hyde, 466 U.S. 2 (1984).

Companies and individuals that violate the antitrust laws are subject to a wide range of sanctions, including having triple damages imposed against them. The important point is that, regardless of their legality, these types of sales ploys are intended to intimidate and pressure purchasers into spending substantially more than they should for memory, GBIC, & cable products.

Will Memory & GBIC Products From The Upgrade Group Void My Warranty?

The answer to this question is NO! When your tires go bad on your Ford® truck, do you have to buy your replacement tires from Ford® to keep your warranty on the truck? When your vacuum bag is full, do you have to replace the bag in your Hoover® vacuum with a Hoover® vacuum bag? Of course not. Although these parts work together in the complete solution, each manufacturer's warranty stands independent of the products used in the entire solution.

Why Buy Cisco Memory & GBIC Products From The Upgrade Group?

Since 1994, *The Upgrade Group, Inc.* has been supplying Memory, GBIC, and Cable products worldwide to some of the largest Cisco Gold Partners and Fortune 100 companies. By choosing to use our products, you will be able to maintain a more cost effective solution while utilizing the highest quality product. *The Upgrade Group, Inc.* maintains direct relationships with the OEM build houses that engineer and supply Cisco with their router Memory & GBICs. This insures that the product is built to the highest standards and qualifications of Cisco themselves. While using a solution at a much reduced price, your network and your bottom line will each be grateful.

- Prices Between 50% and 90% Off Cisco List
- West Coast Shipping for Late and Mission Critical Orders
- Rapid Availability and Overnight Shipping on Most Products
- Lifetime Warranty and 100% Guaranteed Compatibility on all Memory & GBIC Products

Keep in mind...YOU are the customer! As a customer you have the right to choose who to buy your product from.

THE UPGRADE GROUP, INC.

20992 Bake Pkwy #106, Lake Forest, CA 92630

Toll Free 800-718-7888 949-380-0580 Fax 949-380-4845