



MAGNUSON-MOSS WARRANTY ACT & THE SHERMAN ANTITRUST ACT

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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 and server markets, such ploys 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 networking/computer system] to force the buyer into the purchase of a tied product [here, the optic sold by the system manufacturer] 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 [optic module] 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 unsophisticated purchasers into spending substantially more than they should for memory upgrades.

We strongly support customer choice and believe that consumers should be free to purchase compatible products without being subject to threats and misinformation. Throughout our existence, AOM has made reliability our first priority. Our transceivers are designed to meet the specific requirements of the system or class of systems into which the transceiver will be installed. Our networking products are 100% tested for reliability and compatibility. In line with these principals, all of our products are backed by a lifetime warranty and free technical support.