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TESTED



WARRANTIES  
AVAILABLE



100% SATISFACTION  
GUARANTEE



## Legal, Warranty & OEM Service



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TXO understands that the decision to move forward with open port/compatible optical transceivers sometimes requires authority from a number of different disciplines across the organisation including engineering, procurement and sometimes legal. TXO has produced the following information to assist customers to understand the legal position.

A common question in the mind of the customer considering compatible optical transceivers, is will this step invalidate my warranty, service contract, SMARTNET or equivalent.

Unfortunately, the sales representative from the OEM supplier may intimate, or directly state, that this is the case. In this way, the sales representative tries to coerce customers into purchasing transceiver modules from the OEM, usually at much higher prices than TXO and other companies with a similar profile to TXO can offer.

This type of “warranty threat” can spread fear, uncertainty and doubt in the minds of consumers and is used as a way to avoid competing on fair & equitable terms in the marketplace in relation to price, lead-time, quality and so on and so forth.

The best way to answer this question and to dispel this myth is to refer to the manufacturers’ own statements. Links to the main ones are published here. A review of these reveals that in fact the warranty is not contingent upon the use of the manufacturers’ own transceivers and that a good MSA compliant transceiver, such as that provided by TXO Optics will not void the warranty.

Some companies with a similar business model to TXO have suggested to clients in the US that they can rely on Magnuson Moss Warranty Act 1975 (15 United States Code section 2302(c)) or Sherman Antitrust Act (15 United States Code sections 1 and 2). TXO has found that both do not offer protection to the customer from the practices described in this document. This is because in the case of the first it only applies to consumer products and in the case of the latter because such behaviour does not appear to constitute an illegal tie in provision. Therefore while such practices could be described by some as unethical they do not appear to be illegal in the USA.

So the answer is, if the equipment is defective, the vendor is obliged to fulfil the terms of the warranty because good compatible optical transceivers are fully compliant to MSA (Multi Source Agreement), unless it can be verified and proven that the compatible transceiver has damaged the equipment. On this latter point this is almost unheard of since the transceiver does not have an independent power source of its own, instead drawing a source of power from the host equipment. Therefore it is far more likely that the host equipment could damage the transceiver and not the other way around.

## **Useful Links to the Official Warranty Statements from Vendors:**

**Cisco:** [www.bit.ly/txo-cisco-warranty](http://www.bit.ly/txo-cisco-warranty)

**HP:** [www.bit.ly/hp\\_warranty](http://www.bit.ly/hp_warranty)

**Juniper:** [www.bit.ly/txo-juniper-warranty](http://www.bit.ly/txo-juniper-warranty)

**Brocade:** [www.bit.ly/txo-brocade-warranty](http://www.bit.ly/txo-brocade-warranty)

**Arista:** [www.bit.ly/txo-arista-warranty](http://www.bit.ly/txo-arista-warranty)

**Extreme:** [www.bit.ly/extreme\\_warranty](http://www.bit.ly/extreme_warranty)

**Gigamon:** [www.bit.ly/gigamon\\_warranty](http://www.bit.ly/gigamon_warranty)