

IMPORTANT TECHNICAL INFORMATION

If you own a mobile device you should know this:

Using Honeywell® Batteries DOES NOT void your warranty.



Some OEM sales representatives falsely claim brand name batteries "void the mobile computer warranty" if used instead of OEM batteries during the warranty period. That claim is not true.

It's The Law



To Our Customers and Associates,

We LOVE competition.

In virtually every situation where our products are compared to the OEM's for quality, performance, service and price, we win. And so do our customers.

Some OEM's now realize that they cannot compete with us fairly on the merits of their products and service and have resorted to threats, intimidation and misinformation to get you to buy their inferior products at higher prices.

Some of their threats sound silly and desperate:

- "We will void your warranty if you use Honeywell® Batteries."
Not true. This is a violation of the anti-trust laws. Motorola (Symbol) has admitted that this is illegal-see attachment.
- "You must have UL Listing in order to sell a battery pack."
Not true. This is used as a marketing gimmick. There is no regulation, law or industry standard that requires this. Most OEM commercial battery packs, including Motorola's, do not have a UL listing. Honeywell® Batteries meet a higher standard than UL.
- "Your trade union will be upset if you use Honeywell® Batteries."
Absolutely not true. If someone threatens to interfere with your relationship with your union, you should report them to the authorities and escort them from your building! One prominent OEM actually used this threat in a non-union company.
- "Your insurance company will not approve the use of Honeywell® Batteries."
Not true. It is the supplier's insurance that will cover a potential claim. We have \$10 million of insurance for our customers from Chubb, which has the highest financial rating for insurance companies.
- "Honeywell® Batteries do not comply with the National Electric Code."
The Code does not even include batteries or battery powered mobile computers/scanners.

You should not be prevented from making intelligent choices. Please see the attached documents which should help you to overcome these threats.

Portable enterprise devices are now more important than ever. Most companies cannot take the chance that their devices will not run a full shift, or that the OEM will be out of stock, or has declared that their device is an "End of Life" product that will no longer be supported.

To prevent this, companies use Honeywell® Batteries and Chargers, or they develop a second source strategy, using both the OEM and Honeywell Batteries.

Please call us if you would like additional information or visit our web site at: www.honeywellbatteries.com.

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Frequently Asked Questions

Q: My OEM equipment salesperson is telling me that buying your batteries will void my equipment warranty. Can they do that?

A: In recent years we have seen sales people from numerous OEM equipment manufacturers make the claim that use of any battery but the OEM's will result in the OEM voiding the warranty on the equipment. Not only is this illegal under both US and European law, but in many instances is directly in opposition to the OEM's own policy. For instance, Motorola / Symbol Technologies specifically addressed this issue in their Product Marketing Bulletin #1114 (See Appendix 1) where they explicitly state:

"It is critical that you understand that a customer's warranty is not automatically voided simply because that customer purchased a third party battery. We may not say or imply that. Also, you may not state that a third party product will damage the unit, impair performance or cause safety concerns unless you have been advised by Symbol Legal that there is testing to validate the claim. False claims regarding the quality, safety or performance of a competitive product can expose the Company to liability."

The basic objective of the U.S. antitrust laws is to preserve and promote competition and the free enterprise system. These laws were passed on the fundamental belief that private enterprise and free competition are the most efficient ways to allocate resources, to produce goods at the lowest possible price and to assure the production of high quality products.

Illegal tying is one of the most common antitrust claims. Simply put, a tying arrangement is an agreement by a party to sell or provide one product or service--the warranty service--but only on the condition that the buyer also purchases a different product--the battery-- (often known as a positive tie), or at least agrees that he will not purchase that product from any other supplier (often known as a negative tie).

In the most basic sense, the seller has tied two products together, as if in a knot. The only way the buyer can get the one product is to also purchase another product that he or she may or may not want. In antitrust law, there are some arrangements or restrictions that have such a damaging effect on competition that courts have ruled them per se or automatically illegal.

This is one of the few practices that the United States Supreme Court has determined to be illegal per se under the Sherman Act, S 1. (The Sherman Act is a Criminal Statute with felony consequences. It also has civil remedies.)

An Unfair Trade Practice means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or services, adopts any unfair method or unfair or deceptive practice. Under the state and federal laws the injured party can recover economic losses and attorneys fees.

Private individuals and corporations that are injured by violations of the U.S. antitrust laws, including the Sherman Act, Clayton Act or the Robinson-Patman Act, may sue for injunctive relief, three times their actual damages, and their attorneys' fees (15 U.S.C. §15).



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If you have questions regarding antitrust laws in the US, or you feel your company has been threatened you can contact the Department of Justice Antitrust Division at 888-647-3258 or visit their website at www.usdoj.gov/atr.

Q: What if something goes wrong with the battery?

A: Some OEM's have taken the position that the customer MUST use only OEM batteries, and defend this position by claiming that only their batteries were specifically designed or tested for use in their equipment.

This is the equivalent of Ford claiming you can not use a Die Hard battery in one of their vehicles.

Some OEM's attempt to create fear by implying the device may be damaged by use of Honeywell® Batteries. In the past 10 years we have supplied batteries to Fortune 100 companies, the US Government and First Responders throughout the US as well as countless other customers, and we have never had an incident of a piece of equipment being damaged by one of our batteries.

Our warranty (See Appendix 2) is the strongest in the industry. As you will see it covers the battery itself for up to two years. Additionally, although it is extremely unlikely that any kind of damage could ever be caused by a battery pack, our warranty provides you with the piece of mind that we will repair or replace, at no charge to you, any device that is damaged in any way as a result of using Honeywell® Batteries.

Q: Do my batteries need to be certified or listed by Underwriters Laboratories (UL)?

A: Recently, some OEM's have begun using the claim that batteries must be certified by UL as an artificial barrier to protect their battery sales.

There is no requirement to have UL Listings on battery packs and most OEMs do not do it. It is not because they are unconcerned with safety. Rather, it is unnecessary, costly, and time consuming.

For instance, although Motorola has UL listings for some of their recent mobile computer batteries, virtually all of Motorola's respected two-way radio devices do not have UL Listings. For an OEM to suggest that their UL listings would be voided or that non-UL accessories are unsafe is simply untrue. In addition our insurance carrier has stated (See Appendix 3) that this is a myth and they have never seen this in the industry.

Q: Some of your batteries are UL listed - why haven't you listed all of them?

A: We chose to have select batteries listed by UL to demonstrate that our batteries meet or exceed the standards imposed by UL. There is no requirement for UL listing of batteries, and there are other standards including United Nations DOT Testing and NEMA specifications that are more relevant to batteries.



Frequently Asked Questions

Q: Can I have the OEM certify that it is O.K. to use Honeywell® Batteries?

A: We have made many efforts at the request of customers to have different OEM's approve our batteries for use by their customers in their devices. We have been unsuccessful in this endeavor. Batteries have become a lucrative profit center for many OEM's who are reluctant to jeopardize their profits by authorizing a competitor.

Q: Are there any issues with the National Electric Code?

A: Some OEM's have suggested that customer needs to comply with the NEC and the NFPA ("association") codes. This is another artificial and anticompetitive barrier. We have confirmed with the association and building inspectors that the electric code in the U.S. and also on a state basis covers "everything back from the wall plug." The standard for Information Technology Equipment is Article 645 of the NEC. These regulations do not even include batteries or battery powered mobile computers/scanners.

Q: My OEM sales person has warned me that I will have all sorts of problems if I use Honeywell® Batteries including Safety, Union and Insurance issues.

A: We are amazed at the ridiculousness of some threats our customers have received. They range from baseless claims that only the OEM product is safe to the assertion that customers may have labor relations problems with their unions or that insurance companies might withhold coverage (See Appendix 3). These again are intimidation tactics, without any substance or basis.

When a vendor creates artificial barriers that will not allow flexibility, cost reduction, and improved efficiency it should be addressed. In the U.S. during the prior decade we saw a large outsourcing trend in IT. Recently however, we have seen this trend come full circle as companies are now regaining control of their IT operations from equipment vendors. There is now a significant effort by large companies to eliminate overtly illegal and technology-specific "tie-in" arrangements. They are doing this by identifying and cultivating business relationships with second source suppliers. Our market position enables companies to choose Honeywell® Batteries to achieve this goal.