

IMPORTANT TECHNICAL INFORMATION

If you own a mobile device
you should know this:

Using GTS 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

GTS GLOBAL
TECHNOLOGY
SYSTEMS

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 services and so they 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 GTS batteries.”

Not true. This is a violation of the anti-trust laws.

- “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. GTS batteries meet a higher standard than UL.

- “Your trade union will be upset if you use GTS 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 GTS 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.

- “GTS 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.

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 GTS batteries and chargers, or they develop a second source strategy, using both the OEM and GTS batteries.

Please call us if you would like additional information or visit our website at: www.GTSpower.com

Frequently Asked Question

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 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 attorney's 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).