U.S. SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the Quarter ended April 4, 2003

Commission File Number 1-16137

WILSON GREATBATCH TECHNOLOGIES, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation)

16-1531026
(I.R.S. employer identification no.)

9645 Wehrle Drive
Clarence, New York
14031
(Address of principal executive offices)

(716) 759-6901
(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes [X] No [ ]

As of May 12, 2003 Common stock, $.001 par value per share 21,162,088 shares

WILSON GREATBATCH TECHNOLOGIES, INC.

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QUARTER ENDED MARCH 31, 2003

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

WILSON GREATBATCH TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED BALANCE SHEET - Unaudited
(IN THOUSANDS)

ASSETS	March 31, 2003	December 31, 2002
Current assets:		
Cash and cash equivalents	$ 2,203	$ 4,608
Accounts receivable, net	26,769	19,310
Inventories	32,717	34,908
Prepaid expenses and other current assets	1,287	3,339
Refundable income taxes	3,038	3,038
Deferred income taxes	3,349	3,349
Total current assets	69,363	68,552
Property, plant, and equipment, net	64,124	64,699
Intangible assets, net	54,986	55,804
Goodwill	119,550	119,407
Other assets	3,738	3,789
Total assets	$311,761	$312,251
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 4,752	$ 5,726
Accrued expenses and other current liabilities	9,893	13,872
Current portion of long-term debt	3,250	8,750
Total current liabilities	17,895	28,348
Long-term debt, net of current portion	76,250	76,250
Other long-term liabilities	870	790
Total liabilities	95,015	105,388
Stockholders' equity:		
Preferred stock	--	--
Common stock	21	21
Capital in excess of par value	205,262	202,279
Retained earnings	11,463	5,426
Treasury stock, at cost	--	(863)
Total stockholders' equity	216,746	206,863
Total liabilities and stockholders' equity	$311,761	$312,251

The accompanying notes are an integral part of these condensed consolidated financial statements

WILSON GREATBATCH TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS - Unaudited
(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

	Three Months Ended March 31,	
	2003	2002
Revenues	$ 54,857	$ 36,303
Cost of revenues	32,044	20,351
Gross profit	22,813	15,952
Selling, general and administrative expenses	7,691	5,657
Research, development and engineering costs, net	4,560	3,653
Amortization of intangible assets	815	886
Operating income	9,747	5,756
Interest expense	931	892
Interest income	(9)	(145)
Other expense, net	12	26
Income before income taxes	8,813	4,983
Provision for income taxes	2,776	1,644
Net income	$ 6,037	$ 3,339
Earnings per share		
Basic	$ 0.29	$ 0.16
Diluted	$ 0.28	$ 0.16
Weighted average shares outstanding		
Basic	21,070	20,872
Diluted	21,354	21,268

The accompanying notes are an integral part of these condensed consolidated financial statements

WILSON GREATBATCH TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS - Unaudited
(IN THOUSANDS)

	Three Months Ended March 31,	
	2003	2002
Cash flows from operating activities:		
Net income	$ 6,037	$ 3,339
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,419	3,013
Loss on disposal of property, plant, and equipment	70	--
Changes in operating assets and liabilities:		
Accounts receivable	(7,459)	(243)
Inventories	2,191	(2,576)
Prepaid expenses and other current assets	2,052	(831)
Accounts payable	(974)	(2,126)
Accrued expenses and other current liabilities	(622)	350
Income taxes	311	1,024
Net cash provided by operating activities	5,025	1,950
Cash flows from investing activities:		
Acquisition of property, plant and equipment	(2,100)	(4,672)
Proceeds from sale of property, plant and equipment	2	--
Increase in other assets	(10)	--
Net cash used in investing activities	(2,108)	(4,672)
Cash flows from financing activities:		
Principal payments of long-term debt	(5,500)	(3,004)
Issuance of common stock	178	5
Net cash used in financing activities	(5,322)	(2,999)
Net decrease in cash and cash equivalents	(2,405)	(5,721)
Cash and cash equivalents, beginning of year	4,608	43,272
Cash and cash equivalents, end of year	$ 2,203	$37,551

The accompanying notes are an integral part of these condensed consolidated financial statements

1. BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information necessary for a fair presentation of financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. Operating results for interim periods are not necessarily indicative of results that may be expected for the fiscal year as a whole. In the opinion of management, the consolidated financial statements reflect all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of the results of Wilson Greatbatch Technologies, Inc. (the Company) for the periods presented. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and related disclosures at the date of the financial statements and during the reporting period. Actual results could differ from these estimates. For further information, refer to the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended January 3, 2003.

Certain prior year amounts have been reclassified to conform to current year presentation.

The Company utilizes a fifty-two, fifty-three week fiscal year ending on the Friday nearest December 31st. For 52-week years, each quarter contains 13 weeks. For 53-week years, the first, second and third quarters each have 13 weeks, and the fourth quarter has 14 weeks. For clarity of presentation, the Company describes all periods as if each quarter end is on March 31st, June 30th and September 30th and as if the year-end is December 31st.

2. STOCK BASED COMPENSATION

In 2002, the Company adopted Statement of Financial Accounting Standards No. 148, Accounting for Stock-Based Compensation - Transition and Disclosure. This standard provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. Additionally, the standard also requires prominent disclosures in the Company's financial statements about the method of accounting used for stock-based employee compensation, and the effect of the method used when reporting financial results.

The Company accounts for stock-based compensation in accordance with Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation (SFAS No. 123). As permitted in that standard, the Company has chosen to account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board No. 25, Accounting for Stock Issued to Employees, and related interpretations.

The Company has determined the pro forma information as if the Company had accounted for stock options granted under the fair value method of SFAS No. 123. The Black-Scholes option-pricing model was used with the following weighted average assumptions. These pro forma calculations assume the common stock is freely tradable for all periods presented and, as such, the impact is not necessarily indicative of the effects on reported net income of future years.

	Three months ended March 31,	
	2003	2002
Risk-free interest rate	2.89%	3.79%
Expected volatility	55%	55%
Expected life (in years)	5	5
Expected dividend yield	0%	0%

The Company's net income and earnings per share as if the fair value based method had been applied to all outstanding and unvested awards in each year is as follows (in thousands except per share data):

	Three months ended March 31,	
	2003	2002
Net income as reported	$6,037	$ 3,339
Stock based employee compensation cost included in net income as reported	$ --	$ --
Stock-based employee compensation cost determined using the fair value based method, net of related tax effects	$ 385	$ 204
Pro forma net income	$5,652	$ 3,135
Net earnings per share:		
Basic - as reported	$ 0.29	$ 0.16
Basic - pro forma	$ 0.27	$ 0.15
Diluted - as reported	$ 0.28	$ 0.16
Diluted - pro forma	$ 0.26	$ 0.15

3. INVENTORIES

Inventories comprised the following (in thousands):

	March 31, 2003	December 31, 2002
Raw material	$ 14,310	$ 15,693
Work-in-process	13,890	13,592
Finished goods	4,517	5,623
Total	$ 32,717	$ 34,908

4. INTANGIBLE ASSETS

Intangible assets comprised the following (in thousands):

	As of March 31, 2003		
	Gross carrying amount	Accumulated Amortization	Net Carrying Amount
Amortizing intangible assets:			
Patented technology	$21,875	$(7,428)	$14,447
Unpatented technology	15,335	(3,897)	11,438
Other	7,740	(6,824)	916
	44,950	(18,149)	26,801
Unamortizing intangible assets:			
Trademark and names	31,420	(3,235)	28,185
Total intangible assets	$76,370	$(21,384)	$54,986

Aggregate amortization expense for first quarter 2003 was $815,000.

5. COMPREHENSIVE INCOME

For all periods presented, the Company's only component of comprehensive income is its net income for those periods.

6. BUSINESS SEGMENT INFORMATION

The Company operates its business in two reportable segments: medical technology and commercial power sources. The medical technology segment designs and manufactures batteries, capacitors, filtered feedthroughs, engineered components and enclosures used in implantable medical devices. The commercial power sources segment designs and manufactures high performance batteries for use in oil and gas exploration, oceanographic equipment, and aerospace.

The Company's medical technology segment includes multiple business units that have been aggregated because they share similar economic characteristics and similarities in the areas of products, production processes, types of customers, methods of distribution and regulatory

environment. The reportable segments are separately managed, and their performance is evaluated based on numerous factors, including income from operations.

Management defines segment income from operations as gross profit less costs and expenses attributable to segment specific selling, general and administrative and research, development and engineering expenses, and intangible amortization. First quarter 2003 segment income also includes a portion of non-segment specific selling, general and administrative, research, development and engineering expenses based on allocation bases appropriate to the expense categories. The remaining unallocated selling, general and administrative, research, development and engineering expenses and intangible amortization along with interest expense, and certain non-recurring items are not allocated to reportable segments. This change is not reflected in the first quarter 2002 calculation of segment income from operations because it is impracticable to do so. The allocation of expenses to segments in 2003 does not change the composition of the reportable segments; the change is only a revision to the calculation of segment income from operations. Transactions between the two segments are not significant. The accounting policies of the segments are the same as those described and referenced in Note 1. All dollars are in thousands.

An analysis and reconciliation of the Company's business segment information to the respective information in the consolidated financial statements is as follows (dollars in thousands):

	Three months ended March 31,	
Revenues:	2003	2002
Medical technology		
Medical batteries:		
Implantable Cardioverter Defibrillators	$ 10,760	$ 6,506
Pacemakers	6,037	5,529
Other devices	806	1,002
Total medical batteries	17,603	13,037
Capacitors	7,148	5,749
Components	23,277	11,527
Total medical technology	48,028	30,313
Commercial power sources	6,829	5,990
Total revenues	$ 54,857	$ 36,303
Segment income from operations:		
Medical technology	$ 11,326	$ 10,016
Commercial power sources	588	2,052
Total segment income from operations	11,914	12,068
Unallocated	(3,101)	(7,085)
Income before income taxes	$ 8,813	$ 4,983

The changes in the carrying amount of goodwill are as follows (amounts in thousands):

	Medical Technology	Commercial Power Sources	Total
Balance at December 31, 2002	$116,841	$ 2,566	$ 119,407
Goodwill recorded during the quarter	143	--	143
Balance at March 31, 2003	$116,984	$ 2,566	$ 119,550

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

We are a leading developer and manufacturer of batteries, capacitors, filtered feedthroughs, engineered components and enclosures used in implantable medical devices. We also develop and manufacture high performance batteries and battery packs used in other demanding non-medical applications.

Our medical battery revenues are derived from sales of batteries for pacemakers, implantable cardioverter defibrillators (ICDs), cardiac resynchronization therapy devices (CRTs) and other implantable medical devices. Our capacitor revenues are derived from sales of our wet tantalum capacitors, which we developed for use in ICDs. Our component revenues are derived from sales of feedthroughs, electrodes, electromagnetic interference (EMI) filters, enclosures, and other precision components principally used in pacemakers and ICDs. Our commercial power sources revenues are derived primarily from sales of batteries and battery packs for use in oil and gas exploration. We also supply batteries to NASA for its space shuttle program and other similarly demanding commercial applications.

The Company utilizes a fifty-two, fifty-three week fiscal year ending on the Friday nearest December 31st. For 52-week years, each quarter contains 13 weeks. For 53-week years, the first, second and third quarters each have 13 weeks, and the fourth quarter has 14 weeks. For clarity of presentation, the Company describes all periods as if each quarter end is on March 31st, June 30th and September 30th and as if the year-end is December 31st.

The commentary that follows should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this report.

In thousands, except per share data	Three months ended March 31, 2003	2002	Change	% Change
Medical Technology				
Medical Batteries:				
ICDs	$ 10,760	$ 6,506	$ 4,254	65%
Pacemakers	6,037	5,529	508	9%
Other Devices	806	1,002	(196)	-20%
Total Medical Batteries	17,603	13,037	4,566	35%
Capacitors	7,148	5,749	1,399	24%
Components	23,277	11,527	11,750	102%
Total Medical Technology	48,028	30,313	17,715	58%
Commercial Power Sources	6,829	5,990	839	14%
Total Revenues	54,857	36,303	18,554	51%
Cost of revenues	32,044	20,351	11,693	57%
Gross profit	22,813	15,952	6,861	43%
Gross profit as a % of revenues	42%	44%		
Selling, general, and administrative expenses (SG&A)	7,691	5,657	2,034	36%
SG&A as a % of revenues	14%	16%		
Research, development and engineering costs, net (RD&E)	4,560	3,653	907	25%
RD&E as a % of revenues	8%	10%		
Intangible amortization	815	886	(71)	-8%
Interest expense	931	892	39	4%
Interest income	(9)	(145)	136	-94%
Other expense, net	12	26	(14)	-54%
Provision for income taxes	2,776	1,644	1,132	69%
Effective tax rate	32%	37%		
Net income	$ 6,037	$ 3,339	$ 2,698	81%
Diluted net earnings per share	$ 0.28	$ 0.16	$ 0.12	75%

Revenues

The increase in total revenues for first quarter 2003 included revenues of Greatbatch-Globe, which we acquired in July 2002.

Medical. Medical battery revenues increased mainly due to our customers' increased demand for ICD batteries. Capacitor revenues increased as a result of increased demand by our existing customer for capacitors. The increase in sales of medical components was due to the inclusion of revenues from Greatbatch-Globe and the increased demand for our filtered feedthrough products. Substantially all of the revenue changes for first quarter 2003 were attributable to volume.

Commercial. Commercial power sources revenues improved as the result of increased demand from customers in the oil and gas exploration market.

Gross profit

Gross profit increased as a result of increased revenues. The overall 2.3 percentage point reduction in the gross margin was comprised of a 2.1 point reduction for the inclusion of Greatbatch-Globe profits at lower than average margins; a 0.9 point reduction for the costs related to the consolidation of our commercial operations; a 1.5 point reduction for the costs associated with the implementation of lean manufacturing initiatives at most facilities and other infrastructure improvements; and a 2.2 point increase provided by the improvement of margins at our Greatbatch-Sierra facility.

SG&A expenses

SG&A expenses increased in dollars and declined as a percentage of total revenues. The expense increase is due to the inclusion of costs associated with Greatbatch-Globe, costs associated with our Six Sigma(TM) quality initiatives, improvements to our information technology systems, and the general development of our infrastructure to support the Company growth.

RD&E expenses

RD&E expenses increased in dollars, but declined as a percentage of total revenues. The decrease in the percentage of expenses as related to sales is primarily attributable to the low level of RD&E expenses at Greatbatch-Globe. We expect to increase our spending on RD&E to a level that will support the new technologies demanded by the implantable medical device markets.

Amortization expense

Intangible amortization decreased due to the write-off of the Greatbatch-Hittman Noncompete/Employment Agreement in third quarter 2002. Amortization expense for first

quarter 2002 included $233 thousand for this agreement that is not included in the first quarter 2003 expense.

Other expenses

Interest expense increased slightly as interest-bearing debt as a percentage of total capitalization was 27% for both first quarter 2003 and 2002 with interest rates of 3.3% and 3.2%, respectively. Interest income declined due to the reduced levels of investable cash in first quarter 2003 following the acquisition of Greatbatch-Globe during the last half of 2002.

Provision for income taxes

Our effective tax rate declined primarily as a result of increased research and development credits, as well as the benefits of state tax planning strategies.

Liquidity and Capital Resources

Our principal source of short-term liquidity is our working capital of $51.3 million at March 31, 2003 combined with our unused $20 million credit line with our lending syndicate. Historically we have generated cash from operations sufficient to meet our capital expenditure and debt service needs, other than for acquisitions, and we anticipate that this will continue for 2003. We believe our relationship with our lending syndicate is good and that additional short-term financing would be available to us from the syndicate on reasonable terms if needed.

We anticipate higher than historical capital spending during 2003 as we build out our new medical battery manufacturing factory that we purchased during the fourth quarter of 2002 and invest in information technology and other infrastructure to support the current business level and anticipated organic growth.

The Company regularly engages in discussions relating to potential acquisitions and has identified several possible acquisition opportunities. The Company currently does not have any commitments, understandings, or agreements to acquire any other business; however, the Company may announce an acquisition transaction at any time.

At March 31, 2003 our capital structure consisted of our $120 million credit facility and our 21.1 million shares of common stock outstanding. We have historically financed our acquisitions with proceeds from our debt arrangements and public stock offerings. Earnings before interest, taxes, depreciation and amortization (EBITDA) is a primary measure of our ability to utilize debt financing. We believe that our historical growth in EBITDA and our expectation that it will continue to grow in the future positions us well to access increased debt from commercial lenders if needed. We are authorized to issue 100 million shares of common stock and 100 million shares of preferred stock. The market value of our outstanding common stock since our IPO has exceeded our book value and the average daily trading volume of our common stock has also increased; accordingly, we believe that if needed we can access public markets to sell additional common stock, preferred stock, debt or convertible securities if conditions are appropriate in the public markets.

Inflation

We do not believe that inflation has had a significant effect on our operations.

Impact of Recently Issued Accounting Standards

None.

Forward-Looking Statements

Some of the statements contained in this Quarterly Report on Form 10-Q and other written and oral statements made from time to time by us and our representatives, are not statements of historical or current fact. As such, they are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We have based these forward-looking statements on our current expectations, which are subject to known and unknown risks, uncertainties and assumptions. They include statements relating to:

o future revenues, expenses and profitability;

o the future development and expected growth of our business and the implantable medical device industry;

o our ability to successfully execute our business model and our business strategy;

o our ability to identify trends within the for implantable medical devices, medical components, and commercial power sources industries and to offer products and services that meet the changing needs of those markets;

o projected capital expenditures; and

o trends in government regulation.

You can identify forward-looking statements by terminology such as "may," "will," "should," "could," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially from those suggested by these forward-looking statements. In evaluating these statements and our prospects generally, you should carefully consider the factors set forth below. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by these cautionary factors and to others contained throughout this report. We are under no duty to update any of the forward-looking statements after the date of this report or to conform these statements to actual results.

Although it is not possible to create a comprehensive list of all factors that may cause actual results to differ from the results expressed or implied by our forward-looking statements or that may affect our future results, some of these factors include the following: dependence upon a limited number of customers, product obsolescence, inability to market current or future products, pricing pressure from customers, reliance on third party suppliers for raw materials, products and subcomponents, fluctuating operating results, inability to maintain high quality standards for our products, challenges to our intellectual property rights, product liability claims, inability to successfully consummate and integrate acquisitions, unsuccessful expansion into new markets, competition, inability to obtain licenses to key technology, regulatory changes or consolidation in the healthcare industry, and other risks and uncertainties that arise from time to time as described in the Company's Annual Report on Form 10-K and other periodic filings with the Securities and Exchange Commission.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk.

Under the Company's existing credit facility both the term loan and any borrowings under the line of credit bear interest at fluctuating market rates. An analysis of the impact on our interest rate sensitive financial instruments of a hypothetical 10% change in short-term interest rates shows an impact on expected 2003 earnings of approximately $0.3 million of higher or lower earnings, depending on whether short-term rates rise or fall by 10%. The discussion and the estimated amounts referred to above include forward-looking statements of market risk that involve certain assumptions as to market interest rates. Actual future market conditions may differ materially from such assumptions. Accordingly, the forward-looking statements should not be considered projections of future events by the Company.

ITEM 4. Controls and Procedures.

a) Evaluation of Disclosure Controls and Procedures. Within 90 days before the filing date of this quarterly report (the "Evaluation Date") we carried out an evaluation, under the supervision and with the participation of the Company's management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our "disclosure controls and procedures" (as defined in the Securities Exchange Act of 1934 Rules 13a-14(c)). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective to ensure that material information relating to us and our consolidated subsidiaries is recorded, processed, summarized and reported in a timely manner.

b) Changes in Internal Controls. We have reviewed our internal controls, and there have been no significant changes in our internal controls or, to our knowledge, in other factors that could significantly affect such controls, subsequent to the Evaluation Date.

PART II - OTHER INFORMATION

ITEM 1. Legal Proceedings.

None.

ITEM 2. Changes in Securities and Use of Proceeds.

None.

ITEM 3. Defaults Upon Senior Securities.

None.

ITEM 4. Submission of Matters to a Vote of Security Holders.

None.

ITEM 5. Other Information.

Effective April 1, 2003, we entered into a new Battery Supply Agreement with Guidant Corporation that replaces and extends the terms of our February 1999 supply agreement with Guidant that would have expired on December 31, 2004. The new agreement expires on December 31, 2006 and can be renewed for additional one-year periods upon mutual agreement. Under our new agreement, we will continue to supply and Guidant will continue to purchase several different batteries for use in its implantable medical devices.

ITEM 6. Exhibits and Reports on Form 8-K.

(a) Exhibits

See the Exhibit Index for a list of those exhibits filed herewith.

(b) Reports on Form 8-K

None.

EXHIBIT INDEX

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to our registration statement on Form S-1 (File No. 333-37554)).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to our quarterly report on Form 10-Q ended March 29, 2002).
10.1+	Supply Agreement dated as of April 10, 2003, between Wilson Greatbatch Technologies, Inc. and Guidant/CRM.
99.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Portions of the exhibit marked "+" have been omitted and filed seperately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

SIGNATURES

Pursuant to the requirements of Sections 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: May 16, 2003

WILSON GREATBATCH TECHNOLOGIES, INC.

By /s/ Edward F. Voboril

Edward F. Voboril
Chairman of the Board,
President and Chief Executive
Officer
(Principal Executive Officer)

By /s/ Lawrence P. Reinhold

Lawrence P. Reinhold
Executive Vice President and
Chief Financial Officer
(Principal Financial and
Accounting Officer)

CERTIFICATIONS

I, Edward F. Voboril, certify that:

1. I have reviewed this report on Form 10-Q for the quarterly period ended April 4, 2003 of Wilson Greatbatch Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

a. designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which periodic reports are being prepared;

b. evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this report (the "Evaluation Date"); and

c. presented in this report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditor and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a. all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: May 16, 2003

/s/ Edward F. Voboril

Edward F. Voboril
Chairman of the Board, President and
Chief Executive Officer

CERTIFICATIONS

I, Lawrence P. Reinhold, certify that:

1. I have reviewed this report on Form 10-Q for the quarterly period ended April 4, 2003 of Wilson Greatbatch Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

a. designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which periodic reports are being prepared;

b. evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this report (the "Evaluation Date"); and

c. presented in this report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditor and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a. all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: May 16, 2003

/s/ Lawrence P. Reinhold

Lawrence P. Reinhold
Executive Vice President and
Chief Financial Officer

Exhibit 10.1

The confidential portions of this exhibit, which have been removed and replaced with an asterisk, have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment under Rule 406 and Rule 24b-2.

Battery

Supply Agreement

Wilson Greatbatch Ltd.

&

Cardiac Pacemakers, Inc. d/b/a "Guidant"

April 10th, 2003

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THIS AGREEMENT, effective the 1st day April 2003, is between Wilson Greatbatch Ltd. (WGL), a New York Corporation located at 10,000 Wehrle Drive, Clarence, New York, 14031, ("SELLER") and Cardiac Pacemakers, Inc., d/b/a "Guidant", ("BUYER" or "Guidant") a Minnesota Corporation, located at 4100 Hamline Avenue North, St. Paul, Minnesota 55112.

Whereas BUYER wished to purchase battery material/components for its use in medical devices; and

Whereas SELLER agrees to manufacture/provide such battery materials/components in accordance with BUYER's specifications, delivery schedules and other requirements referenced in the AGREEMENT;

NOW, THERFORE, SELLER and BUYER hereby agree as follows:

I. CONTRACT PERIOD:

This agreement shall remain in effect from the effective date (April 1, 2003) through December 31, 2006. This agreement may be renewed from year to year after the initial term with the mutual agreement of both parties.

For the purpose of calculating annual volumes during year one of this AGREEMENT, the period is January 01, 2003 through December 31, 2003.

II. CONTRACT TERMS:

A. Guidant may terminate this agreement at any time after December 2004 with one (1) year written notice to WGL. This notice of cancellation, for early termination purposes, must occur no later than one (1) year prior to originally scheduled expiration of agreement.

B. In the event of early termination by Guidant, WGL will invoice Guidant for all accumulated engineering and tooling expenses incurred on any custom battery model up to the date the termination letter is received by WGL. All unique component parts for any custom battery model will be forwarded to Guidant and invoiced at aggregate cost. Guidant will be responsible for paying for all work-in-process (WIP) costs and all finished goods inventory specific to Guidant custom designs or unique materials.

C. In the event of early termination, WGL will dispose of all in-house tooling for any Guidant custom cell under the auspices of Guidant representatives. This will be done to ensure that financially shared tooling between Guidant and WGL will not be used for the manufacture of another customer's battery, and custom tool designs will not be used by any other battery manufacturer.

D. This agreement may not be modified, changed or terminated orally. No change, modification, addition, or amendment shall be valid unless in writing indicating intent to modify this agreement and signed by an authorized officer of each party.

III. CONTINUITY OF SUPPLY:

A. In the event WGL experiences a major catastrophe that would prohibit the shipment of implantable lithium, silver vanadium oxide or carbon monofluoride power sources, WGL will immediately notify Guidant of the nature of the problem and begin discussions on the length of time that shipments will be delayed. If the delay will significantly impact Guidant's supply of product to the field, Guidant and WGL will immediately enter into negotiations for the following:

1. The transfer of tooling used on Guidant models to another lithium battery manufacturer, and

2. If a technology transfer is required, the cost for such a technology transfer will be negotiated at the time of the catastrophe.

B. WGL must give Guidant (2) year's prior written notice of any intent to discontinue supply of implantable power sources to Guidant, but WGL shall not be bound after December 31, 2006 to the pricing set forth in Article lV.

IV. PURCHASE SPECIFICATION CHANGES:

Guidant/- CRM or WGL may propose changes to purchase specifications. Proposed changes must be in writing. After review of the proposed changes the recipient will respond in writing regarding any clarification, exceptions or concurrence. The effective date will occur after both parties in writing mutually agree to the proposed change. Guidant "Supplier Request/Notification for Change Form" must be filled out prior to making the proposed change, Form # 5374-0140.

V. PRICE:

Prices per model will be as called out on the purchase order based on anticipated annual volumes. Prices are in effect for the original contract period, April 01, 2003 through December 31, 2006. Where pricing is specified in A, B and C below on an annual forecast volume by Guidant, and the minimum volume requirements for that pricing level are not achieved, WGL will back-bill Guidant for the difference in price between the volume levels. Payment terms are net 30, FOB Clarence, New York.

A. Lithium Iodine Pacemaker Batteries:

1. Pricing for all lithium iodine cells, existing models greater than 1,000 units calendar year annual quantity, is * . This is contingent upon

Guidant placing a blanket order for a minimum quantity of * lithium iodine Insignia batteries consisting of any model combination of models 9840, 9841 or 9842, to be delivered over a three year period (2003, 2004, 2005).

2. A minimum quantity of * Insignia cells (any model combination) must ordered for delivery in 2003. The * cells include cells shipped in 2003 prior to execution of this contract.

3. Insignia cells shipped in 2003 prior to the effective date of this contract will remain at their shipped price at the time of shipment.

4. Should Guidant take delivery of * lithium iodine Insignia cells (any model combination) before the 30th of September 2005, pricing for all lithium iodine cells (existing models greater than 1,000 units annual quantity) would be reduced to
* for future orders through the termination of this agreement.

B. SVO Multiplate Defibrillator Batteries -- Includes all models except

Frontier design.

SVO Basic Cell Pricing Schedule

Units/Year	Price
*	*
*	*
*	*

1. SVO "Units per Year" determined by battery model on a calendar year basis.

2. Pricing applies to current technologies referred to as High Temperature Pressed Powder / High Temperature Sheet (HTPP/HTS).

3. Pricing applies to current shape factor designs.

4. Price premiums based upon shape and/or terminal modification complexity apply; current designs are grandfathered.

C. Frontier Cell Pricing:

Frontier Cell Pricing Schedule (SVO)

Units/Year	Price
*	*
*	*

*	*
*	*

1. Frontier "Units per year' determined by battery model on a calendar year basis.

2. Pricing applies to current technology (HTPP/HTS).

3. Price premiums based upon shape and/or terminal modification complexity apply.

D. Carbon Monofluoride Pricing (CFx):

Carbon Monofluoride Basic Cell Pricing

Units/Year	Price
*	*
*	*
*	*
*	*

1. CFx "Units per Year' include all models on a calendar year basis.

2. CFx pricing shown above is for stainless steel encased, single cathode plate construction cells only.

3. Price premiums based upon shape and/or terminal modification complexity apply.

VI. LEAD Time for Production Cells:

Cell Lead Time

Lithium Iodine	8 Weeks ARO
Silver Vanadium Oxide (SVO)	8 Weeks ARO
Frontier Cells (SVO	8 Weeks ARO
Carbon Monofluoride (CFx)	8 Weeks ARO

Note. WGL will notify Guidant in writing of any changes to these standard lead times.

VII. FORECAST PLANNING:

Guidant will provide two (2) months firm orders and an additional four (4) months forecast stating anticipated needs. This will provide WGL with a total of six (6) months projected requirements for planning purposes at all

times. A new firm order requirement and the next month forecasted quantity will be provided each succeeding month.

For planning purpose only, Guidant will provide WGL with an annual quantity forecast by model for the upcoming calendar year no later than the 15th of November of each calendar year. Guidant will not be bound by these quantities.

VIII. CANCELLATION CHARGES:

In the event that Guidant cancels a purchase order inside agreed upon lead-time, Guidant will be responsible for all finished product, WIP and raw components. In the event that Guidant cancels a purchase order outside of agreed upon lead-time, Guidant and WGL will negotiate resulting costs.

IX. SAFETY STOCK:

Pending execution of a Kanban Agreement, WGL agrees to carry completed cells in inventory to mitigate schedule increases inside lead-time. WGL agrees to hold one months' forecast production of selected high run battery models in the terminated and ready to ship condition. Any safety stock level beyond one months' production will be negotiated at time of purchase order placement. The model number/part number and quantity will be specified on a cell-by-cell basis as required by Guidant and agreed upon by WGL. The model numbers and quantities will be subject to modification based on Guidant's forecast and called out on the purchase order and reviewed, at a minimum, quarterly. Guidant agrees to financial responsibility for all completed inventory levels as specified on each purchase order. In the event of battery obsolescence due to a sudden Guidant product ramp down, Guidant agrees to take and/or pay for safety stock inventory before product ages six months from activation (pour date).

X. WARRANTY INDEMNITY AND LIABILITY LIMITATION:

See attached Warranty Form (Attachment A).

XI. CONFIDENTIALITY:

Notwithstanding anything to the contrary contained in this agreement, neither party may initiate or make any public announcement or other disclosure concerning the terms and conditions or the subject matter of this agreement to any third party without prior written approval of the other party except as may be required by law. In those circumstances where either party believes that any such disclosure is required by law, it shall (a) notify the other party on a timely basis in advance and (b) use its

best efforts to seek confidential treatment of the material provisions of this agreement, to the greatest extent permitted by law.

Note: Both parties have signed a Bi-Lateral Non disclosure Agreement Dated January 1990 and a Confidential Disclosure Agreement for detailed battery chemistry dated February 1st, 1990.

XII. CUSTOM BATTERY DEVELOPMENT CHARGES:

Quoted development process will be individually based on the relative complexity and risk associated with each particular battery design. These charges represent a "not to exceed" price.

A. WGL will make every effort to deliver "qualified" standard Lithium SVO batteries to Guidant within a (7)-month timeframe, and "qualified" standard Lithium Iodine batteries within five (5) months. Typical development lead-time for Carbon Monofluoride (CFx) batteries is seven (7) months. If Guidant requires a * Ohm load test, CFx development lead-time is * months. Development program start date requires formal approval of all drawings, specifications and receipt by WGL of Guidant purchase order.

B. WGL will agree to deliver ten (10) mock-up batteries, ten (10) production prototype batteries and five (5) implantable grade batteries to Guidant at "no charge" for every new battery development completed during the time period of this agreement.

C. The total number of batteries purchased will be included in the volume for any specific period to achieve the period pricing schedule.

D. Should development work be terminated at any time during the contract period, development charges paid up to an including the point of termination will not be refunded.

E. Net 30 day terms will apply for all tooling and engineering charges.

F. Development Pricing for custom Lithium Iodine Batteries (Pacemaker Applications):

1. Shapes with thicknesses greater than 4mm and use standard seal technology:

* upon submission of purchase order.

* upon completion of a three (3) month progress report.

* upon shipment of prototype batteries.

* upon shipment of implantable grade batteries.

Development charges are not refundable.

Battery shapes will remain proprietary to Guidant.

Price per battery will be in accordance with standard pricing in effect at time of delivery. In the event that WGL does not meet committed delivery dates resulting in delivery in a new calendar year, prices will remain as agreed upon for original delivery date.

Any term or condition not covered above will be negotiated at the time of order.

2. Shapes with thickness of less than 5mm and use nonstandard seal technology:

* upon submission of purchase order.

* upon completion of a three (3) month progress report.

* upon shipment of prototype batteries.

* upon shipment of implantable grade batteries.

Development charges are not refundable.

Battery shapes will remain proprietary to Guidant.

Price per battery will be in accordance with standard pricing in effect at time of delivery. In the event that WGL does not meet committed delivery dates resulting in delivery in a new calendar year, prices will remain as agreed upon for original delivery date.

Any term or condition not covered above will be negotiated at the time of order.

3. Solid Cathode Multiplate Batteries (High Rate Defibrillator Applications):

* upon submission of purchase order.

* upon completion of three (3) month progress report.

* upon shipment of prototype batteries.

* upon shipment of implantable grade batteries.

Development charges are not refundable.

Battery shapes will remain proprietary to Guidant.

Price per battery will be in accordance with standard pricing in effect at time of delivery. In the event that WGL does not meet committed delivery dates resulting in delivery in a new calendar year, prices will remain as agreed upon for original delivery date.

Any term or condition not covered above will be negotiated at the time of order.

4. Lithium Carbon Monofluoride CFX Batteries:

* upon submission of purchase order.

* upon completion of three (3) months progress report.

* upon shipment of prototype batteries.

* upon shipment of implantable grade batteries.

Development charges are not refundable.

Battery shapes will remain proprietary to Guidant.

Price per battery will be in accordance with standard pricing in effect at time of delivery. In the event that WGL does not meet committed delivery dates resulting in delivery in a new calendar year, prices will remain as agreed upon for original delivery date.

Any term or condition not covered above will be negotiated at the time of order.

5. Batteries for Other Applications will be quoted on an Individual Basis.

XIII. MISCELLANEOUS:

A. This agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Minnesota.

B. Either party may assign this agreement to an entity. which acquires, directly or indirectly, substantially all of the assets or merges with it. Except as set forth herein, neither this agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the express written consent of the other party. Subject to the above, this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties here to.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives.

BUYER:	*SELLER:*
CARDIAC PACEMAKERS, INC.	*Wilson Greatbatch LTD.*
By: /s/ Lee Sparks	*By: /s/ Robert Rusin*
----------	----------

Title: Director Supplier Development

Date: 4/11/03

Title: Vice President Marketing/ Sales

Date: 10 April 2003

Attachment A

WLSON GREATBATCH LTD.

PRODUCTS WARRANTY AND LIMITATION OF LIABILITY

WARRANTY

WGL warrants that each battery product manufactured by WGL and delivered to the user (a) shall meet the WGL specifications for such battery product and (b) shall be free of defects in material and workmanship for a period of twelve (12) Months from the date of manufacture.

WGL's sole obligation under this Warranty is the repair or replacement, at its election, of any battery cell or pack in place of any such product which is found upon WGL's or Guidant's inspection, to be detective in material or workmanship during the period prescribed above. Such product will be repaired or replaced without charge to Guidant provided that,(1) prior written approval is required before returning any product, (2) freight to WGL shall be prepaid, and
(3) any product return sent to WGL without prior written approval will be returned to the sender, freight collect.

This Warranty does not apply to depletion, wear and/or any failure occurring as a result of any of the following: normal use, abuse, misuse, any alteration or modification made to the product without express written consent of WGL, attempted disassembly, neglect, improper installation, or any other use inconsistent with the specifications or warnings or recommended operating practices specific to the battery product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

THE REMEDIES OF THE USER IN THE WARRANTY SET FORTH ABOVE ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF WGL AND/OR ANY WGL DISTRIBUTOR WITH RESPECT TO PRODUCT SOLD TO THE USER, IN CONNECTION WITH THE PERFORMANCE THEREOF, OR FROM THE SALE, DELIVERY, INSTALLATION OR REPAIR COVERED BY OR FURNISHED UNDER ANY SALE TO THE USER WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE

BATTERY OR WGL BATTERY ASSEMBLY UPON WHICH SUCH LIABILITY IS PLACES.

WGL, ITS SUPPLIERS, AND ITS DISTRIBUTORS SHALL IN NO EVENT BE LIABLE TO THE USER, OR TO ANY SUCCESSOR IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE THEREOF, RELATING TO THE SALE OF ANY WGL PRODUCT FOR ANY CONSEQUENTIAL. INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF SUCH SALE OR ANY DEFECTS IN, OR FAILURE OF, OR MALFUNCTION OF THE PRODUCT UNDER SUCH SALE INCLUDING BUT NOT LIMITED TO, DAMAGES BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, INCREASED EXPENSES AND/OR CLAIMS OF CUSTOMERS OF THE USER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, INDEMNITY, STRICT LIABILITY OR OTHERWISE. THE LIMITATION OF LIABILITIES SET FORTH ABOVE SHALL NOT APPLY TO ANY INTENTIONALLY WRONG ACT BY WGT.

Exhibit 99.1

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of Wilson Greatbatch Technologies, Inc. (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended April 4, 2003 (the "Form 10-Q") of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: May 16, 2003

/s/ Edward F. Voboril

Edward F. Voboril
Chairman of the Board, President and
Chief Executive Officer

Dated: May 16, 2003

/s/ Lawrence P. Reinhold

Lawrence P. Reinhold
Executive Vice President and
Chief Financial Officer