

## Accessory Limited Warranty

The accessory provided to You and intended for use in conjunction with Your specific model of BlackBerry Handheld (the "Accessory"), will be free from defects in workmanship and materials for a period that is the shorter of: (a) one (1) year from the date that the Accessory was first purchased by You as an original end-user ("You") and (b) the period ending upon: (1) Your breach or termination of the BlackBerry End-User/Software License Agreement (the "License Agreement") entered into between You and Research In Motion Limited and/or its affiliated group of companies ("RIM"), or (2) Your breach of: (i) this Limited Warranty, (ii) the Limited Warranty provided with the BlackBerry Handheld, (iii) any limited warranty provided with any BlackBerry accessories or external batteries, or (iv) the safety information provided with the Accessory and/or the BlackBerry Handheld (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, the Accessory will be repaired or replaced at RIM's option, without charge to You for either parts or labor. If the Accessory is repaired or replaced during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after repair or replacement or one year from the date of original purchase. Based on an agreement between RIM and the reseller or distributor through whom You purchased the Accessory and/or the BlackBerry Solution (the "RIM Solution Provider"), this Limited Warranty for the Warranty Period shall be honored by either RIM or the RIM Solution Provider. This Limited Warranty does not apply to normal wear and tear or if the Accessory or any component thereof is opened or repaired by someone not authorized by RIM, and does not cover repair or replacement of any Accessory damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than RIM. This Limited Warranty does not cover physical damage to the surface of the Accessory. This Limited Warranty does not apply to any equipment other than the Accessory. This Limited Warranty also does not apply if the malfunction results from the use of the Accessory in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by RIM, and where it is determined by RIM that such malfunction is not the fault of the Accessory itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information provided with the Accessory or provided with any component of the BlackBerry Solution, which comprises the BlackBerry Handheld, any BlackBerry accessories, including external batteries and SIM cards, the BlackBerry Desktop Software, and the associated wireless data service and documentation (the "BlackBerry Solution"), the Limited Warranty may be void, and if it is not void, it shall not apply. **Please consult the documentation provided with the Accessory for instructions on how to obtain customer support for Your Accessory.**

Any repair or replacement pursuant to this limited warranty could be requested by You from the RIM Solution Provider.

REPAIR OR REPLACEMENT OF THE ACCESSORY AS PROVIDED HEREIN IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED AND EXCEPT AS SET OUT HEREIN ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR OTHERWISE ARISING FROM A STATUTE OR CUSTOM OR COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS. TO THE FULL EXTENT PERMITTED BY LAW, ANY SUCH REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS RELATING TO THE ACCESSORY, TO THE EXTENT THEY CANNOT BE EXCLUDED, ARE LIMITED TO REPAIR OR REPLACEMENT AS SET OUT IN THIS LIMITED WARRANTY. NEITHER RIM NOR ANY RIM SOLUTION PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU AND YOU HEREBY WAIVE ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE ACCESSORY, EVEN IF RIM OR A RIM SOLUTION PROVIDER ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT (INCLUDING NEGLIGENCE) OR CONTRACT, OR UNDER WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. IN NO EVENT SHALL RIM'S LIABILITY TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU OR ON YOUR BEHALF EXCEED THE PURCHASE PRICE OF

THE ACCESSORY YOU PURCHASED OR THE COST OF REPAIRING OR REPLACING THE ACCESSORY, WHICHEVER IS GREATER.

Waiver by RIM of any default will not be deemed a continuing waiver of such default or a waiver of any other default.

This Limited Warranty is governed by and construed in accordance with the laws of Ontario, Canada, except for any body of law governing conflicts of law. The parties to this Limited Warranty (together the "Parties" and individually a "Party") agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. If You (i) are a resident of Guyana or You use the BlackBerry Solution from Guyana, or (ii) live in a jurisdiction that does not have copyright legislation in force, or (iii) live in a jurisdiction for which copyright legislation in force does not apply to software, then, in addition to any other obligations You may have under the applicable law in Your jurisdiction, You expressly agree that the *Copyright Act* of Canada shall be deemed to apply to You and Your use of the BlackBerry Solution. All disagreements and disputes arising out of or in connection with this Limited Warranty shall be finally settled by arbitration. The decision of the arbitrator shall be final and binding upon the Parties (save in the case of manifest error). The award of the arbitrator shall be made in writing and shall have reasons. The arbitrator's award shall make provision for the costs of the arbitration to be paid by the Parties in such proportions as the arbitrator decides appropriate. Unless otherwise prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Ontario, Canada; (ii) conducted under Ontario law; (iii) conducted in the English language; (iv) settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"); and (v) heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within 30 days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. If the provisions of the foregoing sentence are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Your jurisdiction; (ii) conducted in the English language; (iii) settled by arbitration in accordance with the Rules; and (iv) heard by one arbitrator appointed in accordance with the Rules and to be mutually agreed to by the Parties within 30 days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM.

If a provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Limited Warranty, but rather (unless a failure of consideration would result therefrom) the Limited Warranty shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

If this Limited Warranty is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.

If there is any inconsistency between this Limited Warranty and any warranty included in the packaging of the Accessory, the provisions of this Limited Warranty shall apply to the extent of such inconsistency.

**WARNING:** This Accessory is meant for use ONLY in conjunction with the appropriate BlackBerry Handheld. Please consult YOUR Installation and Getting Started Guide or Getting Started Guide, as applicable, to determine whether this Accessory is compatible with Your BlackBerry Handheld. Any other use will void this Accessory Limited Warranty, and RIM shall not in any way be liable to You or to any third party for any damages You or any third party may suffer as a result of use of this Accessory in conjunction with any device or accessory other than the appropriate BlackBerry Handheld.

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