

### **Battery Limited Warranty**

The external battery provided to YOU and intended for use in conjunction with YOUR specific model of BlackBerry Handheld (the "Battery"), will be free from material defects in workmanship and materials for a period that is the shorter of: (a) one (1) year from the date that the Battery 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"), (2) breach of: (i) this Limited Warranty, (ii) breach of any limited warranty provided with the BlackBerry Handheld or any BlackBerry accessories, or (iii) breach of the safety information provided with the Battery (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, if the Battery is defective in workmanship and materials (subject to the limitations herein), the Battery will be replaced without charge to YOU for either parts or labor. If the Battery is replaced during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after replacement or one (1) 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, normal degradation of the Battery, or if the Battery or any component thereof is opened or repaired by someone not authorized by RIM, and does not cover replacement of any Battery 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 Battery. This Limited Warranty does not apply to any equipment other than the Battery. This Limited Warranty also does not apply if the malfunction results from the use of the Battery 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 Battery itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information provided with the Battery or provided with any component of the BlackBerry Solution, which comprises the BlackBerry Handheld, any BlackBerry accessories, including SIM cards, the BlackBerry Desktop Software, and the associated wireless data service and documentation, the Limited Warranty may be void, and if it is not void, it shall not apply.

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

REPLACEMENT OF THE BATTERY AS PROVIDED HEREIN IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND EXCEPT AS SET OUT HEREIN ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR QUALITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 BATTERY, 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 BATTERY YOU PURCHASED OR THE COST OF REPLACING THE BATTERY, WHICHEVER IS GREATER.

In the event that the *Australian Trade Practices Act* or similar legislation implies into this Limited Warranty terms, conditions or warranties that cannot be lawfully excluded, such terms, conditions or warranties will apply to this Limited Warranty, provided that RIM's liability for a breach of any such term, condition or warranty shall be limited, at RIM's option, to the repair or replacement of the Battery.

YOU acknowledge that this Battery does not constitute a good ordinarily provided for personal, domestic or household use or consumption and that it is fair and reasonable in the circumstances for the liability of RIM to be so limited.

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 to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. Any disagreement or dispute arising out of or relating to this Limited Warranty shall be settled by final and binding arbitration to be conducted in Ontario, Canada by a single arbitrator in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. 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.

It is the express will of the parties that this Limited Warranty and any and all related documents be drawn up in English.

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

**WARNING:** This Battery 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 Battery is compatible with YOUR BlackBerry Handheld. Any other use will void this Battery 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 Battery in conjunction with any device or accessory other than the appropriate BlackBerry Handheld.

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