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 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. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES AND CONDITIONS. TO THE FULL EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OR CONDITIONS RELATING TO THE BATTERY, TO THE EXTENT THEY CANNOT BE EXCLUDED, ARE LIMITED TO 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 EXPRECTED 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.

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 governed and construed in accordance with the laws of the Province of Ontario, Canada, except for any body of law governing conflicts of law. The Parties 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. All disagreements or disputes arising out of or in connection with this Limited Warranty, or the breach, termination or invalidity thereof 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. 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 a translation of this Agreement into any other language is required by law, 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 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 Guid*e, 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.

© 2005 Research In Motion Limited. All rights reserved. The BlackBerry and RIM families of related marks, images and symbols are the exclusive properties of Research In Motion Limited. RIM, Research In Motion, 'Always On, Always Connected', the "envelope in motion" symbol and the BlackBerry logo are registered with the U.S. Patent and Trademark Office and may be pending or registered in other countries. All other brands, product names, company names, trademarks and service marks are the properties of their respective owners. The handheld and/or associated software are protected by copyright, international treaties and various patents, including one or more of the following U.S. patents: 6,278,442; 6,271,605; 6,219,694; 6,075,470; 6,073,318; D,445,428; D,433,460; D,416,256. Other patents are registered or pending in various countries around the world. Please visit www.rim.net/patents.shtml for a current listing of applicable patents.

Battery Limited Warranty (Montserrat) 072505 (English) (North American Version 022403)