

Limited Warranty

The BlackBerry Handheld, the BlackBerry Cradle, and any other RIM hardware accessories, excluding external batteries and SIM cards, which are provided to You concurrently and in conjunction with the BlackBerry Handheld specifically for use with Your particular model of BlackBerry Handheld (which together comprise the BlackBerry Hardware), will be free from defects in workmanship and materials for a period that is the shorter of (i) one (1) year from the date that the new BlackBerry Handheld was first purchased by You as an original end-user ("You") and (ii) the period ending upon Your breach 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") in connection with the BlackBerry Solution (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired or replaced at RIM's option, without charge to You for either parts or labor. If the BlackBerry Hardware (or component thereof) 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 RIM Solution Provider (defined below), 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 any component of the BlackBerry hardware is opened or repaired by someone not authorized by RIM, and does not cover repair or replacement of any BlackBerry Hardware 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 BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry Hardware as defined in this Limited Warranty - for example, it does not apply to any external battery or SIM Card provided with Your purchase, rental, lease or other means of acquiring the BlackBerry Hardware, or any damage caused by the leakage or any other malfunction of an external battery, SIM Card, or any other accessory or peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry Hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by RIM specifically for use with Your particular model of BlackBerry Handheld, and where it is determined by RIM that such malfunction is not the fault of the BlackBerry Hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry Solution comprised of the BlackBerry Hardware, 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. Data backup is presumed to be the responsibility of the user of the BlackBerry Hardware. Neither RIM nor the reseller or distributor through whom You purchased the BlackBerry Solution (the "RIM Solution Provider") is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronization software. As the BlackBerry Solution is provided in conjunction with certain wireless data services provided by third party providers, RIM cannot guarantee or warrant that Your wireless data service will always be available or will always function properly. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and, to the extent permitted by law, RIM disclaims any liability on its behalf, on behalf of the RIM Solution Provider, and on behalf of the third party provider of Your airtime service for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for Your use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which You wish to use the BlackBerry Solution. RIM will not be responsible for any warranties or guaranties provided by the RIM Solution Provider or any other party.

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

REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE, AS PROVIDED HEREIN, IS THE EXCLUSIVE REMEDY PROVIDED TO YOU UNDER THIS LIMITED WARRANTY. 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 OR LIABILITY FOR THEIR BREACH. TO THE FULL EXTENT PERMITTED BY LAW, ANY SUCH REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS, OR LIABILITY FOR THEIR BREACH RELATING TO THE BLACKBERRY HARDWARE, TO THE EXTENT THEY CANNOT BE EXCLUDED, ARE LIMITED TO THEIR REPAIR OR REPLACEMENT, AT RIM'S OPTION. 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 (OR 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 BLACKBERRY HARDWARE, 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. ANY EXTERNAL BATTERIES PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED "AS IS" OR ARE SUBJECT TO THE LIMITED WARRANTY SPECIFICALLY APPLICABLE TO SUCH BATTERIES, IF ANY, AND ANY SIM CARDS PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND NEITHER EXTERNAL BATTERIES NOR SIM CARDS ARE, FOR PURPOSES OF THIS WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. TO THE EXTENT PERMITTED BY LAW, 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 BLACKBERRY HARDWARE YOU PURCHASED OR THE COST OF REPAIRING OR REPLACING THE BLACKBERRY HARDWARE, WHICHEVER IS GREATER. THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH IN THE LICENSE AGREEMENT. TO THE EXTENT THAT THE TRADE PRACTICES ACT 1974 (C/T) OR SIMILAR LEGISLATION IMPLIES INTO THIS LIMITED WARRANTY TERMS, CONDITIONS AND WARRANTIES THAT CANNOT BE LAWFULLY EXCLUDED, SUCH TERMS WILL APPLY TO THIS LIMITED WARRANTY, PROVIDED THAT RIM'S LIABILITY FOR A BREACH OF ANY SUCH TERM, CONDITION OR WARRANTY, INCLUDING FOR ANY ECONOMIC OR CONSEQUENTIAL LOSS, SHALL BE LIMITED, AT THE OPTION OF RIM TO (i) THE SUPPLYING OF THE BLACKBERRY HARDWARE AGAIN; OR (ii) THE PAYMENT OF THE COST OF HAVING THE BLACKBERRY HARDWARE SUPPLIED AGAIN. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THE BLACKBERRY HARDWARE IS NOT A GOOD OR SERVICE ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, AND THAT IT IS FAIR AND REASONABLE IN ALL 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 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. 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. 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 BlackBerry Hardware, the provisions of this Limited Warranty shall apply to the extent of such inconsistency.

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