

Accessory Limited Warranty

Research In Motion Limited ("RIM"), the manufacturer and through its subsidiary, Research In Motion UK Limited, Company No. 4022422, whose registered office is at Centrum House, 36 Station Road, Egham, Surrey, UK, TW20 9LF, the provider of the accessory (the "Accessory") for the BlackBerry Wireless Handheld warrants to You, the end user ("You"), that 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 and (b) the period ending upon : (1) Your breach of or termination of the BlackBerry End User/Software Licence Agreement ("the Licence Agreement") entered into between You and 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 labour. 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 honoured by either RIM or the RIM Solution Provider.

IF YOU ARE A "CONSUMER" AS THAT TERM IS USED IN THE FRENCH CONSUMER CODE THEN CERTAIN PROVISIONS IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU AND IN NO EVENT DOES THIS LIMITED WARRANTY AFFECT YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS.

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 authorised 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 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.**

REPAIR OR REPLACEMENT OF THE ACCESSORY AS PROVIDED HEREIN IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, ENDORSEMENTS OR GUARANTEES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, ENDORSEMENT, GUARANTEE OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE ARISING BY STATUTE OR CUSTOM OR COURSE OF DEALINGS OR USAGE OF TRADE. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, 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) 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. FOR THE AVOIDANCE OF DOUBT NOTHING HEREIN SHALL EXCLUDE OR LIMIT THE LIABILITY OF RIM OR ANY RIM SOLUTION PROVIDER FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF RIM, ITS EMPLOYEES OR AGENTS OR SUCH RIM SOLUTION PROVIDER.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY. SOME COUNTRIES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, OR ALLOW PROVISIONS THAT PERMIT THE WARRANTY TO BE VOIDED. THUS, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOUR MANDATORY STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS. IN THIS RESPECT, THIS LIMITED WARRANTY DOES NOT PREJUDICE AND IS GRANTED IN ADDITION TO ANY CONSUMER STATUTORY WARRANTIES FOR CONFORMITY (ARTICLES L 211-1 TO L 211-14 OF THE FRENCH CONSUMER CODE) AND LATENT DEFECTS (ARTICLE 1641 TO 1648 OF THE FRENCH CIVIL CODE) THAT YOU MAY HAVE IF YOU ARE A "CONSUMER" UNDER THE FRENCH CONSUMER CODE, SUCH AS:

- (i) Article L 211-4 of the French Consumer Code, stating: "The vendor is responsible for delivering goods that comply with the contract, and shall be liable for non conformity existing upon the delivery date. The vendor is also liable for non conformities resulting from the packaging, instructions for assembly or installation, where such operations contractually bear on the vendor or have been implemented under its responsibility."
- (ii) Article L 211-5 of the French Consumer Code, stating: "To be compliant with the contract, the good shall: 1°/ be intended to the use which is usually expected for a similar good, and, where need be (i) corresponds to the description given by the vendor and have such qualities that have been presented to the purchaser through samples or pattern, (ii) have such qualities that are legitimately expected by a purchaser with regard to the representations made by the vendor, the producer, or its representative, notably through advertising materials or labelling; 2°/ or have the characteristics defined by both parties, or be intended to a special use required by the purchaser, know by the vendor and accepted thereby."
- (iii) Article L 211-12 of the French Consumer Code, stating: "The claim resulting from the non conformity lapses within 2 years as of the delivery date."
- (iv) Article 1641 of the French Civil Code, stating: "The vendor is bound to a warranty as to hidden defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them."

- (v) Article 1648 al. 1 of the French Civil Code, stating: "The action resulting from latent defects must be brought by the buyer within two years as of the defect discovery."

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 England and Wales 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. THE LAW OF SOME COUNTRIES MAY NOT ALLOW THE APPLICATION OF A FOREIGN LAW IN CONTRACTS WITH CONSUMERS, SO THE GOVERNING LAW IN THIS CLAUSE MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY DOES NOT AFFECT YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS. 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 London, England; (ii) conducted under English 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 agreement the arbitrator shall be nominated by the President in office at the time of the request for arbitration of the British Computer Society (or by a person duly appointed by the President to act on his or her behalf) on the application of either Party. If the provisions of the foregoing sentence are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Paris, France; (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. THE LAW OF SOME COUNTRIES MAY NOT ALLOW ANY DEROGATION TO LOCAL JURISDICTION PROCEDURES IN CONTRACTS WITH CONSUMERS, SO THE GOVERNING LAW IN THE ABOVE CLAUSE MAY NOT APPLY TO YOU. THIS AGREEMENT DOES NOT AFFECT YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS.

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 to the full extent permitted by applicable 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 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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