

Battery Limited Warranty

Research In Motion UK Limited, on its own behalf and on behalf of Research In Motion Limited and its affiliated group of companies (collectively, "RIM"), the provider of the external battery (the "Battery") provided to the end user ("YOU") and intended for use in conjunction with YOUR specific model of BlackBerry Handheld, warrants to YOU that the Battery will be free from defects in workmanship and materials for a period that is the shorter of (a) two (2) years from the date that the Battery was first purchased by YOU as an original end user and (b) the period ending upon YOUR breach of (i) this Limited Warranty, (ii) any Limited Warranty provided with the BlackBerry Handheld, (iii) any Limited Warranty provided with any BlackBerry accessories, or (iv) the safety information provided with the Battery and/or the BlackBerry Handheld, (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 labour. If the Battery is replaced during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after replacement or two (2) years from the date of original purchase. Based on an agreement between RIM and the reseller or distributor through whom YOU purchased the Battery 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. 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 "BlackBerry Solution"), the Limited Warranty may be void, and if it is not void, it shall not apply. **Please consult your service provider, network operator or supplier for instructions on how to obtain customer support for YOUR Battery.**

REPLACEMENT OF THE BATTERY AS PROVIDED HEREIN IS THE EXCLUSIVE REMEDY PROVIDED TO YOU IN RESPECT OF A DEFECTIVE BATTERY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, 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. 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 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. 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 OF 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 STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED.

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

If You are a consumer in accordance with the definition of "consumer" under Greek law, You shall have a period of ten (10) working days in which to return the Battery ("Withdrawal Period") without penalty and without giving any reason. The only charge that may be made to You because of the exercise of Your right of withdrawal is the direct cost of returning the goods. The period for exercising this right shall begin from the day You receive the Battery. You can validly exercise Your right, within the Withdrawal Period, only by sending a written communication by registered letter to Research In Motion UK Limited's registered office address which may be found at <http://www.rim.com/company/contact/index.shtml>. You can also send such communication to RIM by fax or e-mail, provided that within the two (2) successive days following your fax or email You confirm the communication of Your intention to withdraw by registered letter. Any other confirmation of Your communication shall be void, and will render invalid the exercise of Your right of withdrawal. Notwithstanding the foregoing, You may not exercise the right of withdrawal if You have unsealed the Battery package. If You have validly exercised the right of withdrawal, RIM will reimburse any fees You have paid for the Battery. Such reimbursement shall be made as soon as possible and in any event no later than 30 days.

This Limited Warranty is to be construed under the laws of England, 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.

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 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. In the event that this Limited Warranty is translated into Arabic, the parties agree that the English version will prevail over the Arabic version.

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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