

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. RIM HEREBY EXCLUDES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTIES AND DUTIES SET FORTH IN THE *SALE OF GOODS LAW 1968* AND THE *LOAN AND LEASE LAW 1971*. 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.

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 Province of Ontario, Canada, excluding 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. Any disagreement or dispute arising out of or relating to this Limited Warranty, or the breach, termination or invalidity thereof shall be finally settled by arbitration by a sole arbitrator mutually agreed on by the parties. 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 is appropriate. The arbitration shall be conducted: (i) in Ontario under Ontario law; (ii) in the English language; and (iii) in accordance with the Commercial Rules of the American Arbitration Association. If the provisions of the foregoing sentence are prohibited by law in YOUR jurisdiction, the arbitration shall be conducted: (i) in Israel; (ii) in the English language; and (iii) by the Israeli Chamber of Commerce in accordance with its rules. No dispute between the parties, or involving any person but YOU, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings in a court of law for claims or disputes regarding amounts owed by YOU to RIM in connection with YOUR purchase of the BlackBerry Solution or any portion thereof. YOU irrevocably: (i) waive any objection on the grounds of venue, forum non conveniens or any similar grounds; (ii) consent to service of process by mail or in any other manner permitted by applicable law; and (iii) consent and attorn to the jurisdiction of the courts located in the Province of Ontario for any claims arising from or related to this Limited Warranty. The parties specifically agree that, in the event that there is a dispute under this Limited Warranty and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial.

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. Instead, to the maximum extent permitted by law, the particular invalid or unenforceable provision shall be reformed so as to make it enforceable, and if reform of the provision is not possible (unless a failure of consideration would result therefrom) the entire Limited Warranty shall be construed as if not containing such 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 the English version of this Limited Warranty and any and all related documents shall prevail over any versions translated into another language.

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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