

## Battery 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 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) one (1) year from the date that the Battery was first purchased by You as an original end user (the "Purchase Date") if You are not a Consumer, and two (2) years from the Purchase Date if You are a Consumer; and (b) the period ending upon: (1) Your breach of or termination of the BlackBerry End User/Software Licence Agreement entered into between You and RIM, or (2) 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 repair or replacement or (i) one (1) year from the Purchase Date if You are not a Consumer and (ii) two (2) years from the Purchase Date if You are a Consumer. 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. IF YOU ARE A "CONSUMER" AS THAT TERM IS USED IN THE ITALIAN LEGISLATIVE DECREE NO. 206 DATED SEPTEMBER 6<sup>TH</sup> 2005 (WHICH MEANS YOU ARE A NATURAL PERSON WHO IS ACTING FOR PURPOSES WHICH ARE OUTSIDE YOUR TRADE, BUSINESS OR PROFESSION, HEREINAFTER "CONSUMER") YOU ARE ENTITLED TO THE RIGHTS STATED IN THE ITALIAN LEGISLATIVE DECREE NO. 206 DATED SEPTEMBER 6<sup>TH</sup> 2005 AND NOTHING IN THIS LIMITED WARRANTY RESTRICTS OR REMOVES THOSE RIGHTS, NOR THE CHOICE OF THE GOVERNING LAW IN ACCORDANCE WITH THIS LIMITED WARRANTY.

If You are a Consumer, then in addition to any other rights You may have including without limitation this Limited Warranty, RIM warrants that, in the event that the Battery fails to conform to the specifications as set out in the end user documentation ("Specifications"), the Italian legislative decree No. 206 dated September 6<sup>th</sup> 2005, shall apply (the "Consumer Limited Warranty"). This Limited Warranty and the Consumer Limited Warranty will not apply (i) to professional end users, (ii) business end users, and (iii) within the limits provided by the Italian legislative decree No. 206 dated September 6<sup>th</sup> 2005, to Consumers, if the failure of the Battery to perform the functions described in the Specifications is due 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.**

IF YOU ARE A "CONSUMER", AS THAT TERM IS USED UNDER THE APPLICABLE ITALIAN LAWS (WHICH MEANS YOU ARE A NATURAL PERSON WHO IS ACTING FOR PURPOSES WHICH ARE OUTSIDE YOUR TRADE, BUSINESS OR PROFESSION, HEREINAFTER "CONSUMER"), YOU ARE ENTITLED TO THE RIGHTS STATED IN THE ITALIAN LEGISLATIVE DECREE NO. 206 DATED SEPTEMBER 6<sup>TH</sup> 2005 AND NOTHING IN THIS LIMITED WARRANTY RESTRICTS OR REMOVES THOSE RIGHTS, NOR THE CHOICE OF THE GOVERNING LAW IN ACCORDANCE WITH THIS LIMITED WARRANTY.

REMEDIES AS PER THE ITALIAN LEGISLATIVE DECREE NO. 206 DATED SEPTEMBER 6<sup>TH</sup> 2005, RELATING TO THE BATTERY AS PROVIDED HEREIN AND CONSUMER LIMITED WARRANTY IS THE EXCLUSIVE REMEDY PROVIDED TO YOU IN RESPECT OF A DEFECTIVE BATTERY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION, REPRESENTATION, ENDORSEMENT OR GUARANTEE OF MERCHANTABILITY, MERCHANTABILITY, 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. IF YOU ARE NOT A CONSUMER, AND EXCEPT AS SET FORTH IN ARTICLE 1229 OF THE ITALIAN CIVIL CODE, THEN IN NO EVENT SHALL RIM OR ANY RIM GROUP COMPANY BE LIABLE FOR 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. IF YOU ARE A CONSUMER, THEN TO THE EXTENT PERMITTED BY APPLICABLE CONSUMER PROTECTION LAWS, RIM WILL NOT BE LIABLE TO YOU FOR 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 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.

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. 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 Milan, Italy; (ii) conducted in the English language; (iii) settled by arbitration in accordance with the rules of the National and International Arbitration Chamber of Milan; and (iv) 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 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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