

Battery Limitation of Liability for Conformity of Goods

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, confirms 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 and (b) the period ending upon Your breach of (i) this Battery Limitation of Liability for Conformity of Goods (the "Agreement"), (ii) any Product Limitation of Liability for Conformity of Goods provided with the BlackBerry Handheld, (iii) any Accessory Limitation of Liability for Conformity of Goods provided with any BlackBerry accessories, or (iv) the safety information provided with the Battery and/or the BlackBerry Handheld, (the "Limitation of Liability Period"). This Agreement is not transferable. During the Limitation of Liability 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 Limitation of Liability Period, the Limitation of Liability 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 Battery and/or the BlackBerry Solution (the "RIM Solution Provider"), this Agreement for the Limitation of Liability Period shall be honoured by either RIM or the RIM Solution Provider. This Agreement 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 Agreement does not cover physical damage to the surface of the Battery. This Agreement does not apply to any equipment other than the Battery. This Agreement 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 Agreement 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 AGREEMENT 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. 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 AGREEMENT 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 Agreement 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 Agreement (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 Agreement 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 Riga, Latvia; (ii) conducted in the English language; (iii) settled by arbitration in accordance with either the Rules of Arbitration for Small Dispute Settlement in relation to disputes amounting to less than LVL 1000, or in relation to disputes in excess of this sum, settled by arbitration in accordance with the Rules of Arbitration; and (iv) heard by one arbitrator appointed in accordance with the Rules of Arbitration 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 Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the Agreement 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 Agreement 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 Agreement and any warranty included in the packaging of the Battery, the provisions of this Agreement 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 Agreement, 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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