

P'9981 Limited Warranty

Research In Motion Limited ("RIM"), the manufacturer and through its subsidiary, Research In Motion UK Limited, whose registered office is at 200 Bath Road, Slough, Berkshire, SL1 3XE, UK, provider of the BlackBerry Solution, comprising the P'9981 Handheld (which together with the BlackBerry Cradle comprise the BlackBerry Hardware), the BlackBerry Desktop Software, and the associated wireless data service and documentation, warrants to YOU, the end-user ("YOU"), that the BlackBerry Hardware will be free from defects in workmanship and materials for a period that concludes two (2) years from the date that the BlackBerry Hardware was first purchased by YOU as an original end-user (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired or replaced at RIM's option, without charge for either parts or labour. If the BlackBerry Hardware (or component thereof) 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 two years from the date of original purchase. **Please consult YOUR BlackBerry Handheld User's Guide for instructions on how to obtain customer support for YOUR BlackBerry Hardware.**

IF YOU ARE A "CONSUMER" AS THE 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 any component of the BlackBerry Hardware is opened or repaired by someone not authorized by RIM, and does not cover repair or replacement of any BlackBerry Hardware 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 or its authorized service representative. This Limited Warranty does not cover physical damage to the surface of the BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry Hardware as defined in this Limited Warranty or to any damage caused by peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry Hardware 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 BlackBerry Hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry Solution comprised of the BlackBerry Hardware, 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. Data backup is presumed to be the responsibility of the user of the BlackBerry Hardware. RIM is not responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronization software. In as much as any wireless data services provided as part of the BlackBerry Solution are provided via RIM or RIM's reseller through a third party provider or mobile communications operator, we cannot guarantee or warrant that the wireless data service will always be available or will always function properly. YOU should contact the mobile communications operator to determine what warranties and levels of service they offer in conjunction with the BlackBerry Solution. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and RIM disclaims any liability on its behalf and on behalf of its resellers for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for YOUR use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which YOU wish to use the BlackBerry Solution.

REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE OR THE AFFECTED COMPONENT ARE THE EXCLUSIVE REMEDIES PROVIDED IN CONJUNCTION WITH THE PURCHASE AND USE OF THE BLACKBERRY SOLUTION. RIM, ON BEHALF OF ITSELF, ITS DISTRIBUTORS AND RESELLERS OF THE BLACKBERRY SOLUTION AND ON BEHALF OF ANY COMPANY CONTROLLED BY OR IN COMMON CONTROL WITH RIM OR A RIM SUBSIDIARY (COLLECTIVELY, THE "RIM GROUP OF COMPANIES" AND INDIVIDUALLY A "RIM GROUP COMPANY") HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES 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. YOUR MANDATORY STATUTORY RIGHTS TO THE EXTENT THAT YOU MAY HAVE SUCH MANDATORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS CLAUSE.

EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED IN YOUR JURISDICTION BY APPLICABLE LAW, IN NO EVENT SHALL RIM OR ANY RIM GROUP COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBERRY HARDWARE, EVEN IF RIM AND/OR A RIM GROUP COMPANY HAVE BEEN ADVISED 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 IN TORT OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION EXCEPT IN RELATION TO LIABILITY FOR DEATH OR PERSONAL INJURY, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF RIM, THE RIM GROUP OF COMPANIES AND ANY AUTHORISED DISTRIBUTOR OR RESELLER OF THE BLACKBERRY SOLUTION TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED IN AGGREGATE THE COST OF REPLACING THE AFFECTED BLACKBERRY HARDWARE. Nothing in this Limited Warranty shall be taken as excluding or attempting to exclude or in any way restrict any liability for death or personal injury to the extent arising directly from the negligence of RIM or that of its employees or agents.

THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY ENTERPRISE SERVER SOFTWARE, THE DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH SEPARATELY IN THE SOFTWARE LICENSE AGREEMENT PROVIDED SEPARATELY TO YOU. THE LIMITED WARRANTY FOR ANY BLACKBERRY ACCESSORY ORDERED SEPARATELY IS ALSO SET FORTH IN A SEPARATE LIMITED WARRANTY ACCOMPANYING SUCH ACCESSORY.

THE LAW OF SOME COUNTRIES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS SO THE EXCLUSION SET OUT IN THE ABOVE 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. 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, known 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 BlackBerry Hardware, the provisions of this Limited Warranty shall apply to the extent of such inconsistency.

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