

## Device Agreement

### 2 Agreement

This device agreement (the "Agreement") applies to the sale and payment for certain "BlackBerry" devices as specified by Batelco from time to time. The BlackBerry and mobile postpaid application forms and associated terms and conditions form a separate agreement with you.

I have read, understood and accepted the terms and conditions of this Agreement. In particular, please note that if you terminate your Batelco BlackBerry or mobile post paid agreement or switch to another Batelco BlackBerry or mobile package before the end of the minimum term of this Agreement, you will be charged for the outstanding amount of the device. This amount will be calculated based on the remaining months of the contract. For further information on the calculation of the outstanding charged amount, please refer to [http://www.batelco.com/portal/mobile/freetime\\_rates.asp](http://www.batelco.com/portal/mobile/freetime_rates.asp) or ask our sales staff.

I also acknowledge receipt of the requested device in a satisfactory condition.

.....

#### BlackBerry Device Agreement Terms and Conditions

These terms and conditions replace clauses 15-26 relating to installments under Batelco's mobile postpaid customer terms and conditions [and clauses 16-19 relating to installments under Batelco's BlackBerry customer terms and conditions](#).

#### Definitions

"Batelco" means Bahrain Telecommunications Company BSC

"Customer" means the person who forms the other party to this Agreement who is also the person signing the mobile postpaid terms and conditions

"Device" means the equipment (including any software) provided to the Customer by Batelco

"Device Supplier" means the original Equipment manufacturer or the Equipment manufacturer's local agent.

1. The term for the Agreement is 24 months from date when the Customer signs this Agreement.
2. This offer comprises a Device selected by the Customer.
3. Non-Bahraini nationals are to present a sponsorship letter from their employer mentioning clearly that their employer accepts payment of any outstanding Device

amount in case of default of payment by the Customer. This letter is to apply only to the retail value of the Device.

4. The first installment will appear in the next due bill with further installments due on a monthly basis on or after that date thereafter.
5. The customer shall pay all the installments for the Device. Monthly installments shall be billed in accordance with Batelco's standard and published terms and conditions as amended from time to time.
6. All warranty provisions are the sole responsibility of the Device Supplier.
7. Subject to any right you may have to claim directly from the manufacturer under clause 7.1 of the BlackBerry terms and conditions (events outside Batelco's reasonable control) the return of the Device or exchange for another brand shall not be accepted by Batelco under any circumstances whatsoever. Batelco shall not accept any liability for the Device in any circumstance including loss or damage.
8. The Device Supplier will be responsible for the warranty/support of the hardware and software supplied. Any third party hardware/software in the Device, the Customer acknowledges and agrees that all claims in relation to the Device shall be made under the device warranty (if one exists) or against the Device Supplier and waives all claims in relation to the Device against Batelco.
9. Any upgrade of the Device desired by the Customer shall be dealt with the respective Device Supplier and the Customer shall bear any additional costs separately.
10. Title of ownership of the device shall pass to the Customer once the 24 month term ends, or upon receipt of the Device retail value in full from the Customer, whichever is earlier.
11. If the Customer terminates this Agreement or changes to another BlackBerry or mobile postpaid package before the end of the agreed contract period, the Customer shall pay the outstanding amount of the Device. This amount will be calculated based on the remaining months of the contract. For further information on the outstanding charged amount, please refer to [http://www.batelco.com/portal/mobile/freetime\\_rates.asp](http://www.batelco.com/portal/mobile/freetime_rates.asp) or ask our sales staff.
12. Batelco may terminate this Agreement for any material breach by the Customer, in which case the Customer must immediately pay the outstanding device amount in full. For the avoidance of doubt, the failure to pay an installment on time shall be an event of material breach.
13. Upon the expiry of the 24 month term, Customers will be notified to visit any Batelco retail shop to select any other appropriate mobile postpaid package. If no action is taken by the Customer within 14 days of notification Batelco will transfer customers to Batelco's default package. For more information on Batelco's default package(s), refer to <http://www.batelco.com/portal/mobile/blackberry.asp> and [http://www.batelco.com/portal/mobile/freetime\\_rates.asp](http://www.batelco.com/portal/mobile/freetime_rates.asp).