

CREE

SALES TERMS AND CONDITIONS

Unless otherwise specifically agreed to in writing by Seller, these Sales Terms and Conditions shall apply to any and all orders placed by Buyer for products or services of Seller. In these sales terms and conditions, the Cree company designated in Seller's order acknowledgement is referred to as "Seller" and the party to whom Seller's order acknowledgement is addressed is referred to as "Buyer."

1. ACCEPTANCE OF ORDERS. Seller's acceptance of all orders and all offers and sales by Seller are subject to and expressly conditioned upon Buyer's assent to the terms and conditions of this Agreement. The Agreement consists of these sales terms and conditions, Seller's quotation, if any, and Seller's order acknowledgement. Buyer's acceptance of any offer by Seller must be made on such terms and conditions exactly as offered by Seller. Any of Buyer's terms and conditions which are different from or in addition to those contained in this Agreement are objected to by Seller and shall be of no effect unless specifically agreed to in writing by Seller. Commencement of performance or shipment shall not be construed as acceptance of any of Buyer's terms and conditions which are different from or in addition to those contained in the Agreement. If a contract is not earlier formed by mutual agreement in writing, acceptance by Buyer of products or services furnished by Seller pursuant hereto shall be deemed Buyer's assent to all of the terms and conditions of this Agreement.

This Agreement shall be governed by the laws of the State of New York as if made and to be performed entirely within such state.

2. PRICES. The prices stated in this Agreement do not include transportation, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction. All applicable taxes will be paid by Buyer, unless Buyer provides Seller with appropriate tax exemption certificates. Any amounts paid at any time by Seller that are the responsibility of Buyer shall be invoiced to Buyer and reimbursed to Seller. All prices and other terms are subject to correction for typographical or clerical errors.

3. TERMS OF PAYMENT. All payments shall be in U.S. dollars. Buyer shall pay for products in cash upon delivery, unless an earlier or later time for payment is specified in the order acknowledgement (in which case payment shall be due at the time so specified). Each shipment shall be considered a separate and independent transaction and payment for each shipment shall be due accordingly.

Seller may, at its option, elect to extend credit to Buyer. If Seller extends credit to Buyer, invoices will be issued upon shipment and payment shall be due in full within thirty (30) days from the invoice date or such other date specified in the Agreement. Seller reserves the right to change the amount of or withdraw any credit extended to Buyer.

Unless otherwise specified in this Agreement or agreed to in writing by Seller, amounts owed for services will be invoiced

monthly or, if sooner, upon completion of the work. Payment of such invoices is due within thirty (30) days from the invoice date. Amounts not paid when due shall be subject to interest at the rate of one and one-half percent (1½%) per month or, if less, the maximum rate permitted by law.

In the event of the bankruptcy or insolvency of Buyer, or the filing of any proceeding by or against Buyer under any bankruptcy, insolvency or receivership law, or in the event Buyer makes an assignment for the benefit of creditors, Seller may, at its election and without prejudice to any other right or remedy, exercise all rights and remedies granted Seller in Section 7 as in the case of a default by Buyer under this Agreement.

4. DELIVERY, TITLE AND RISK OF LOSS. Unless otherwise agreed to in writing by Seller, products shall be shipped EXW Seller's manufacturing facilities or inventory hub (Incoterms 2010) to any location designated by Buyer (subject to Section 15) and shall be deemed delivered to Buyer when delivered to the transportation company at the shipping point. Unless otherwise agreed to in writing by Seller, all transportation charges and expenses shall be paid by Buyer, including the cost of any insurance against loss or damage in transit which Seller may obtain at Buyer's written request. Seller reserves the right to ship products freight collect.

Seller hereby reserves, and Buyer hereby grants to Seller, a purchase money security interest in all products purchased under this Agreement, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of Buyer's obligations arising under this Agreement, and any other agreements between Buyer and Seller, until all amounts due Seller hereunder have been paid in full. Buyer agrees upon Seller's request to sign appropriate financing statements evidencing Seller's security interest.

Subject to the security interest reserved to Seller, title and risk of loss and/or damage to products shall pass to Buyer upon delivery of the products to the transportation company at the shipping point. Confiscation or destruction of or damage to products shall not release, reduce or in any way affect the liability of Buyer. In the event Buyer rejects or revokes acceptance of any products for any reason, all risk of loss and/or damage to such products shall nonetheless remain with Buyer unless and until the same are returned at Buyer's expense to such place as Seller may designate in writing.

All products must be inspected upon receipt and claims filed by Buyer with the transportation company when there is evidence of shipping damage, either concealed or external.

5. PERFORMANCE. Seller will make a reasonable effort to observe the dates specified herein or such later dates as may be agreed to by Buyer for delivery or other performance, but Seller shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, lockout, riot, war, fire, act of God, accident, delays caused by any subcontractor or supplier or by Buyer, technical difficulties, failure or breakdown of machinery or components necessary for

order completion, inability to obtain or substantial rises in the price of labor or materials or manufacturing facilities, curtailment of or failure to obtain sufficient electrical or other energy supplies, or compliance with any law, regulation, order or direction, whether valid or invalid, of any governmental authority or instrumentality thereof, or due to any circumstances or any causes beyond its reasonable control, whether similar or dissimilar to the foregoing and whether or not foreseen. As used herein, "performance" shall include, without limitation, fabrication, shipment, delivery, assembly, installation, testing and warranty repair and replacement, as applicable.

Buyer agrees that any delay in delivery or failure to deliver or perform any part of this Agreement shall not be grounds for Buyer to terminate or refuse to comply with any provisions hereof and no penalty of any kind shall be effective against Seller for such delay or failure; provided, however, that if the delay or failure extends beyond six (6) months from the originally scheduled date either party may, with written notice to the other, terminate this Agreement without further liability for the unperformed part of this Agreement.

6. ACCEPTANCE. All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within twenty (20) days of delivery thereof.

7. DEFAULT AND TERMINATION. Buyer may terminate this Agreement if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty (60) days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of a default by Seller.

Buyer shall be deemed in material default under this Agreement if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel this Agreement prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay Seller any sums due under any other agreement or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer, (1) suspend its performance and withhold shipments, in whole or in part, (2) terminate this Agreement, (3) declare all sums owing to Seller immediately due and payable, and/or (4) recall products in transit, retake same and repossess any products held by Seller for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller, provided that Buyer is given credit therefor. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under the Uniform Commercial Code or other laws.

8. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS. To the extent that the products include silicon carbide or Group III-nitride based semiconductor wafers (including semi-insulating wafers and epiwafers), Buyer may use the purchased wafers for research, development and production in all fields other than the bulk growth of silicon carbide and Group III-nitride based materials. As a condition of sale, Buyer warrants that it will not use any of the purchased wafers in the bulk growth of silicon carbide or Group III-nitride based materials or in the

development of processes for bulk growth of such materials. Growth of one or more silicon carbide or Group III-nitride epitaxial layers on a single substrate having an aggregate epitaxial thickness of less than 150 microns will not be considered bulk growth for purposes of this Agreement. Buyer may not transfer the wafers to a third party before dicing unless Buyer gives the third party written notice of the limited license in substantially the following form: "This material is licensed for limited use and may not be used for the bulk growth of silicon carbide or Group III-nitride based materials or the development of processes for the bulk growth of such materials."

The sale of products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller, whether relating to the products sold or any manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by Seller. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Cree, Inc. or its subsidiaries with any combination or system incorporating a product sold hereunder.

Seller will defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that the design or manufacture of products furnished hereunder which were manufactured solely to Seller's designs and specifications infringe any U.S. patent issued as of the date of shipment, provided Seller is promptly notified in writing of such suit or proceeding and is given full authority, information and assistance by Buyer for such defense. Seller will pay all damages and costs based on such claim of infringement which are finally awarded against Buyer in any such suit or proceeding or paid by way of settlement, but Seller shall have no liability whatsoever with respect to any settlement made by Buyer without Seller's prior written consent, which Seller may withhold in its sole discretion. If such products are held to infringe any U.S. patent and their use or sale is enjoined, or if in the opinion of Seller such products are likely to become the subject of such a claim of infringement, Seller may, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace such products with non-infringing products, or require return of such products and refund an equitable portion of the price paid by Buyer to Seller for such products.

The foregoing states Seller's sole liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights. Seller shall have no liability for any claim of infringement or damages based on a combination of products furnished under this Agreement with products, equipment or materials not furnished hereunder, or based upon any items made with the products furnished under this Agreement.

Buyer shall defend and hold Seller harmless against any expense, loss, costs or damages resulting from any claimed infringement of patents, trademarks or other intellectual property rights arising out of compliance by Seller with Buyer's designs, specifications or instructions.

9. LIMITED WARRANTY. Seller warrants that its products furnished under this Agreement will conform to and perform in accordance with Seller's published specifications for such products as in effect on the date of shipment (within the

deviations specified therein) for a period of ninety (90) days from such date; provided, however for Seller's light emitting diode module products, the period shall be the earlier of (a) five (5) years and six (6) months after the date the products are shipped by Seller to Buyer or (b) five (5) years after the date the products are shipped by Buyer to its customer. Seller's liability and Buyer's sole remedy under this warranty is limited to repair or replacement of items determined by Seller to be defective or, at Seller's sole option, refund of the purchase price paid to Seller for such items. Seller shall have no liability under this warranty unless Seller is notified in writing promptly upon Buyer's discovery of the defect and the defective items are returned to Seller, freight prepaid, and received by Seller not later than ten (10) days after expiration of the warranty period.

This warranty shall not apply to any defect or failure to perform resulting from misapplication, improper installation, improper operation, abuse or contamination, whether internal or external, and Seller shall have no liability of any kind for failure of any equipment or other items in which the products are incorporated. This warranty shall not apply to products manufactured by Seller to Buyer's designs or specifications, and no warranty is given as to such non-standard products unless otherwise specifically agreed to in writing by Seller.

Seller warrants to Buyer that services provided hereunder will be performed in a reasonable, workmanlike manner. Seller will have no liability under this warranty unless Seller is given written notice of the claimed breach and a description thereof within ninety (90) days after the service is rendered. Seller's entire liability and Buyer's sole remedy under this warranty shall be limited to the provision of such remedial or replacement services as Seller reasonably determines necessary to correct the breach.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Remedies of Buyer for any breach of warranty are limited to those provided herein to the exclusion of all other remedies, including, without limitation, incidental or consequential damages. No warranty or agreement varying or extending the foregoing warranty and limitation of remedy provisions may be relied upon by Buyer unless it is in writing and signed by the President or a Vice President of Seller. No representation or affirmation of Seller, whether by words or action, shall be construed as a warranty. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of the products and not to represent that the products would necessarily conform to the model or sample.

10. LIMITATION OF LIABILITY AND CLAIMS. SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT, IF ANY, RECEIVED BY SELLER HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, OR ANY PUNITIVE, EXEMPLARY OR OTHER DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS

AGREEMENT OR PRODUCTS OR SERVICES FURNISHED BY SELLER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.

12. ATTORNEY'S FEES. In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay Seller's expenses, including reasonable attorney's fees and expenses, incurred by Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.

13. ARBITRATION. Any controversy or claim (including, without limitation, any claim based on negligence, misrepresentation, strict liability or other basis) arising out of or relating to this Agreement or its performance or breach, which involves an amount in excess of \$50,000 (exclusive of interest and costs), shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, if arbitration is demanded by either party. The location of the arbitration shall be the City of Raleigh, North Carolina if Seller's principal office is located in the United States, or Hong Kong if Seller's principal office is located outside of the United States. The decision in such arbitration shall be final and binding and any award rendered thereon may be entered in any court having jurisdiction.

14. ASSIGNMENT. Buyer shall not assign or transfer any rights or claims under this Agreement without the prior written consent of Seller, and any purported assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

15. EXPORT CONTROL. Seller's export of the products, and any technical information related thereto, may be subject to United States and/or other national or international (e.g., UN) laws and regulations controlling the export and re-export of technical data and products, or limiting the export of certain products to specified countries (e.g., embargo regulations). Seller shall not be obligated under these Sales Terms and Conditions to export, transfer or deliver any products or related technical information to Buyer if prohibited by applicable law or until all necessary governmental authorizations have been obtained. Seller shall not be liable under these Sales Terms and Conditions for any expenses or damages resulting from failure to obtain or delays in obtaining any required government authorizations. Buyer shall comply fully with all export administration and control laws and regulations of the U.S. government and/or other national or international (e.g. UN) laws and regulations as may be applicable to the export, re-export, resale or other disposition of any products purchased from Seller.

16. PRODUCT SAFETY. Buyer shall comply fully with all industry safety standards applicable to the manufacture, distribution or sale of items incorporating the products supplied

by Seller, including but not limited to American National Standards Institute (ANSI)/Illuminating Engineering Society of North America (IESNA) RP-27 (or equivalent eye safety labeling standards) and International Standard IEC 62471-2006, published by the International Electrotechnical Commission, including all marking, labeling, and supplemental user and service information (if any) required by the standards, where applicable. Buyer shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the manufacture, distribution or sale of items incorporating the products supplied by Seller. Buyer shall obligate all persons and entities buying such products from Buyer (other than end users) to comply with such industry standards, laws, rules or regulations applicable to such person or entity. Buyer shall defend and hold Seller harmless against any expense, loss, costs or damages relating to any claimed failure by Buyer to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Buyer which incorporate the products supplied by Seller.

17. **GENERAL.** If the products purchased from Seller are to be used in the performance of a government contract or subcontract, no government requirements or regulations shall be binding upon Seller unless specifically agreed to by Seller in writing. No modification, amendment, rescission, waiver or other change in this Agreement shall be binding on Seller unless agreed to in writing by Seller. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. Failure or delay on the part of either party to exercise any right, power, privilege or remedy herein shall not constitute a waiver thereof. The section headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation of this Agreement.

Cree

銷售條款及條件

除非賣方另以書面形式明確同意，否則本銷售條款及條件適用於買方就賣方產品或服務所下之任何及全部訂單。就本銷售條款及條件而言，賣方之訂單確認中指明的Cree公司乃指「賣方」，而賣方訂單確認之收件人則為「買方」。

1. 接受訂單。 賣方待買方同意有關訂單協議之條款及條件後，並明確以此為條件，方接受其全部訂單及全部要約和銷售。該協議由本銷售條款及條件、賣方報價(如有)及賣方訂單確認組成。買方須嚴格按照賣方提出的相關條款及條件接受賣方的任何要約。賣方一概反對與該協議所載條款及條件有 或作為其增補的任何買方條款及條件，且除非賣方另以書面形式明確同意，否則該等條款及條件一 無效。開始 約或裝運 得被解釋為接受與該協議所載條款及條件有 或作為其增補的任何買方條款及條件。如雙方未有提前以書面協議形式訂 合約，則買方接受賣方根據本銷售條款及條件提供之產品或服務應視作買方同意該協議之全部條款及條件。

該協議受 州法 管限，猶如該協議完全於該州訂 及 。

2. 價格。 該協議所述價格 包括運輸、保險或任何司法管轄區徵收的任何銷售稅、使用稅、消費稅或其他稅款、關稅、費用或 評稅。除非買方向賣方提供相關免稅證明，否則所有適用稅款 均將由買方支付。賣方於任何時間代買方支付的任何款項，均須向買方開具發票並由買方償付予賣方。所有價格及其他條款均可作出排版錯誤或筆誤修正。

3. 支付條款。 所有款項均須以美元支付。買方須於交付後以現 支付產品款項，訂單確認中指定提前或押後支付者除外(在該情況下，須在如此指定之時間支付)。各項裝運應被視為分開的獨 交 ，且各項裝運應據此付款。

賣方或可自 選擇向買方提供信貸。如賣方向買方提供信貸，則將在裝運後開具發票，且須在發票日期後三十(30)天內或該協議指定的此 其他日期悉 付款。賣方保 改向買方所提供之信貸額或撤回該信貸的權 。

除非該協議另有指明或賣方另 書面同意，否則欠付之服務款項將按月出具發票或待工作完成後 出具發票(取較早者)。該等 發票須在發票日期後三十(30)天內支付。

到期未付之款項須每月按百分之一點五(1½%)或法 允許的最高 (取較小者)支付 息。

一旦買方破產或無 償債，或根據任何破產、無 償債或接管法 由買方或針對買方提呈任何法 程序，或如買方為債權人 益作出轉讓，則在買方違反該協議的情況下，賣方可在 損害任何其他 權 或補救的前提下自 選擇 使第7節授予買方的全部權 及補救。

4. 交付、所有權及損失風險。 除非賣方另以書面形式同意，否則產品須以賣方生產工廠或存貨中心 EXW(《2010 國際貿 術語解釋通則》)方式運至買方指定的任何地點(受第15節規限)，並須在於裝船地點交付予運輸公司時視為已交付予買方。除非賣方另以書面形式同意，否則所有運輸費用及支出均須由買方支付，當中包括賣方應買方書面要求，就運輸途中的任何損失或損壞而或會投保的保險費用。賣方保 以運費到付方式運送產品的權 。

就根據該協議購買的所有產品 同由此產生的所有收益(包括保險賠款)，賣方特此保 (且買方特此授予賣方保)當中的價款擔保 益。該等擔保 益擔保買方在該協議及買方與賣方之 間任何其他協議下產生的所有義務，直至賣方在該協議下之應收款項獲悉 支付為止。應賣方要求，買方同意簽署證明賣方擔保 益的相關融資聲明。

基於擔保 益由賣方保 ，故產品的所有權及損失和 / 或損壞風險在產品於裝船地點交付予運輸公司時，即轉嫁至買方。沒收或銷毀產品或產品損壞概 免除、減輕 或以任何方式影響買方的法 責任。如買方因故拒絕或取消承兌任何產品，該等產品的所有損失及 / 或損壞風險仍歸於買方，除非及直至該等產品運回至賣方或會書面指定的地點(費用買方承擔)。

如有證據顯示存在裝運損壞(隱藏於內或外部)，則所有產品須在買方收到並向運輸公司申報後進 檢驗。

5. 約。賣方將作出合 努 以遵守本銷售條款及條件指定的交付或其他 約日期或買方或同意的此 稍後日期，但對於因接受之前訂單、罷工、停工、 動、戰爭、火災、 可抗 、意外事件而造成延遲交付或未能 約，以及因任何分包商或供應商或買方造成的延誤、技術困難、完成訂單所需機械或部件失 或故障、未能獲取 動 或原材 或生產設施或其價格大幅提升、縮 減或未能獲得足夠電 或其他能源供應，或遵守任何政府機構或其執 部門任何法 、法規、命 或指 (是否有效)，或因超出其合 控制範圍的任何情形或任何因由(是否與前述者相似且 是否可預)而引起的延誤，賣方對此概 負責。本銷售條款及條件所用之「 約」包括(但 限於)製造、裝運、交付、裝配、安裝、測試及保修和 換(如適用)。

買方同意，延誤交付或未能交付或部分 該協議均 應作為買方終止或拒絕遵守當中任何條文的 由，且概 得因此 延誤或失責而對賣方採取任何形式的處罰；惟倘超過原定日期 (6)個月以上仍未交付，則任何一方可書面通知對方終止該協議，而無需就該協議未 部分承擔進一步法 責任。

6.承兌。據本銷售條款及條件交付的所有產品均須視為買方按照該協議承兌，且買方無權撤回任何承兌，賣方在交付產品後二十(20)天內收到 合格申報通知書者除外。

7.違約及終止。倘賣方在 本銷售條款及條件下之義務時有重大違約 為，且在收到買方相關書面通知後 十(60)天內未作任何違約糾正，則買方可終止該協議。該終止須為買方在賣方違約情況下的唯一補救措施。

倘買方未能支付本銷售條款及條件下任何到期款項、在交付前取 消或意圖取消該協議或拒絕交付或未能 其在該銷售條款及條件下的任何義務或未能向賣方支付任何其他協議下到期之款項或其他款項，則須視買方嚴重違反該協議。倘買方嚴重違約，則賣方可經書面通知買方後，(1)暫停 全部或部分義務及撤回全部或部分裝運，(2)終止該協議，(3)宣告拖欠賣方的全部款項即時到期應付，及 / 或(4)召回在運產品、取回相關產品並收回賣方為買方持有的任何產品，而無需進 任何其他程序，且買方同意，所有召回、取回或收回的產品均屬賣方財產，惟買方因此獲得信貸。賣方執 任何前述補救措施概 得妨礙任何其他補救措施的執 ，且該等補救措施的存在或執 概 解釋為以任何方式限制賣方根據《統一商法典》或其他法 可 使的任何權 或補救措施。

8.專 及其他知 產權。倘產品包括碳化矽或三族氮化物半導體晶片(包括半絕緣晶片和 芯片)，則買方可將所購晶片用於所有 域的研發及生產，但碳化矽及三族氮化物材 塊體生長除外。作為其中一個銷售條件，買方保證其 會將任何所購晶片用於碳化矽或三族氮化物材 的塊體生長，或在該等材 塊體生長過程中使用任何所購晶片。就該協議而言，在外延厚 足150微米的單一晶片上生長一層或以上的碳化矽或三族氮化物外延層並 視為塊體生長。買方 得在 割前向第三方轉讓晶片，除非買方書面告知第三方相關許可實質上受以下形式限制：「本材 經許可用途有限，且 得用於碳化矽或三族氮化物材 的塊體生長或該等材 塊體生長過程。」

根據本銷售條款及條件銷售產品或提供服務概 表示授出賣方擁有或控制的任何專 、版權、商標或其他專屬權 下之任何明示 或暗示許可， 是否與已售產品或任何生產過程或其他事宜相關。賣方明確保 任何該等專 、版權、商標或其他專屬權 下的全部權 。此外，買方同意，採用本

銷售條款及條件下出售之產品的組合或系統概 會直接或間接侵犯Cree, Inc.或其附屬公司任何專 。

賣方可就針對買方提起的任何起訴或法 程序作出抗辯，只要該起訴或法 程序以一項申 為基礎，即在本銷售條款及條件下提交產品(完全依照賣方設計之規格生產)的設計或生產，侵犯於出貨日簽發之任何美國專 權，惟買方從速書面通知賣方該起訴或法 程序並就該抗辯給予賣方全面的授權、資 及協助。在任何起訴或法 程序中，賣方將支付最終判決買方敗訴或以付費達成和解的該侵權申 所涉全部損害賠償和費用，但 買方未經賣方事先書面同意(賣方可全權酌情決定 給予同意)達成任何和解，賣方概 對此負責。 該產品被視為侵犯任何美國專 權且禁止使用或銷售該產品，或 賣方認為該等產品可能成為侵權申 的 由，賣方可全權酌情決定以自付費方式獲取一項許可以保護買方避免因申 支付賠款、用非侵權產品取代該等產品，或要求退還該產品並返還一筆等價於買方就該產品向賣方支付的價款。

前文述明在依據或涉及任何指稱侵犯任何專 權或其他知 產權的任何申 中，賣方的單一法 責任。凡基於本協議下提供的任何產品與並非本銷售條款及條件下提供之產品、設備或材 ，或任何物品(用本協議下提供之產品製成)的任何侵犯或損害賠償申 ，賣方概 負責。

賣方因遵循買方的設計、規格或指示而引起任何聲稱侵犯專 權、商標或其他知 產權，則買方須就該聲稱作出抗辯，並保護賣方 受該聲稱造成的任何費用、損失、成本或損害賠償之損害。

9.有限保證。賣方保證，其於本協議下提供的產品將符合並依照賣方於出貨日公佈的該產品規格運 (在規格指定的偏差範圍內)，有效期為自出貨日起九十(90)天的期間；但如為賣方的發光二極管模型產品，則該期間為自賣方出貨給買方之日起五(5) 零6個月，或自買方出貨給其

顧客之日起五(5) ，以較早日期為準。在本保證下賣方的法 責任及買方的唯一補償限於修 或換賣方認定有缺陷之物品，或賣方全權決定退還就該物品支付予賣方的購買價款。賣方在本保證下無任何法 責任，除非買方發現缺陷後從速書面通知賣方，並預付運費向賣方退還缺陷物品，且買方收到該物品的日期 遲於保證期屆滿後十(10)天。本保證 適用因誤用、 當裝設、 當運作、 用或污染(內部或外部)造成的任何運 缺陷或故障，且賣方無須對任何設備或其他用該產品製成的物品的任何形式的故障負責。 產品乃由賣方按買方的設計或規格生產而成，則 適用本保證。概未就該等非標準產品作出任何保證(除非賣方另外以書面形式明確議定)。

賣方向買方保證，本銷售條款及條件下所提供之服務將以合 、專業之方式 。賣方在本保證下無任何法 責任，除非賣方在提供服務後九十(90)天內接獲聲稱違約及相關描述之書面通知。在本保證下，賣方的全部法 責任及買方的唯一補償限於提供賣方合 認定對糾正該違約屬必要之補償或替換服務。

上述保證條文具排他性，並在取代任何及所有其他保證(明示或默示)的基礎上作出及獲接受，包括但 限於任何 受侵犯的保證，或適銷性或符合特定目的之隱含保證。

因任何違反保證的買方補償(所有其他補償除外)限於本銷售條款及條件內訂明者，包括但 限於附帶或相應的損害賠償。買方 得依憑任何保證或協議以 改或擴大上述保證及補償條文的限制，除非該保證或協議為書面形式並經賣方總裁或副總裁簽署。 得將賣方的陳述或確認(無 文字或動)解釋為保證。如向買方展示任何模型或樣本，則該模型或樣本僅用於 明產品的一般 型及質素，並 表示產品必須符合該模型或樣本。

10.法 責任限制及申 。在任何情況下，賣方在損害賠償或其他方面的全部法 責任 超過賣方在本銷售條款及條件下收取之款額(如有)。在任何情況下，賣方概 就任何形式的附帶、相應或特殊損失或損害賠償(無 因何產生)，或任何懲罰性、懲戒性或其他損害賠償負責。就任何由本協議

或賣方提供之產品或服務引起或在任何方面與此相關的訴訟(何種形式)而言,買方須在訴訟原因產生後一(1) 內提出訴訟。

11. 完整協議。本協議構成各方的完整協議,並取代先前所有協商、建議、協議及 解(口頭或書面),而該等協商、建議、協議及 解涉及本銷售條款及條件項下擬購買之產品或本協議的標的物。凡本銷售條款及條件未明確包含或提述之任何陳述、保證、交 習慣或交 慣,均 對賣方構成約束。

12. 師費。如欠付購買價款或其中任何部分款項,買方同意支付賣方費用,包括合 的 師費及賣方因強制付款而招致的費用(包括所招致的有關任何仲裁或司法程序的所有費用)。

13. 仲裁。本協議、協議 或違約引起或與之相關的任何爭議或申 (包括但 限於任何因疏忽、失實陳述、嚴格法 責任或其他依據提出之申),且所涉 額超過50,000美元(包括 息及成本),則根據國際商會的《調解及仲裁規則》予以仲裁解決(如一方要求仲裁)。如賣方的主要辦事處位於美國,則仲裁地點為 卡 萊納州 市;或如賣方的主要辦事處位於美國境外,則仲裁地點為香港。該仲裁決定應為最終及具約束 的決定,就此仲裁提交之任何裁決可於任何具司法管轄權的法院登 。

14. 轉讓。未經賣方事先書面同意,買方 得轉讓或出讓本協議下任何權 或申 ,未獲上述同意而作出的任何意圖轉讓均無效。本協議對各方的繼任人及獲准受讓人具約束 並符合其 益。

15. 出口管制。賣方的產品出口及與之相關的任何技術資 ,均受限於美國及 / 或其他國家或國際(如 合國)法 及規 ,而該法 及規 管制技術 據及產品的出口及再出口,或限制向特定國家出口 干產品(如禁運規定)。如適用法 禁止或在取得所有必要政府授權之前,賣方無須根據本銷售條款及條件向買方出口、轉讓或交付任何產品或相關技術資 。在本銷售條款及條件下,賣方概 就因未能獲取或延遲獲取任何必要政府授權而產生的任何費用或損害賠償負責。買方應完全遵守美國政府所有出口管 及管制法 及規 及 / 或其他國家或國際(如 合國)法 及規 (適用於從賣方購得的任何產品的出口、再出口、轉售或其他處置)。

16. 產品安全。買方應完全遵守適用於製造、分銷或銷售物品(用賣方供應之產品製成)的所有 業安全標準,包括但 限於美國國家標準協會(ANSI) / 美照明工程協會(IESNA)RP-27 (或相當的人眼安全標籤標準)及國際電工委員會頒佈的國際標準 IEC 62471-2006 (包括該標準(如適用)規定的所有標記、標籤及用戶及服務補充資 (如有))。買方應完全遵守任何政府機構的所有適用安全法 、規則及規 ,而該政府機構具有規管製造、分銷或銷售物品(用賣方供應之產品製成)的司法管轄權。買方須負責所有從買方購得該產品的人士及實體(終端用戶除外)遵守上述適用於該等人士或實體的 業標準、法 、規則或規 。買方須就任何聲稱買方未遵守上述 業標準、法 、規則或規 作出抗辯,並保護賣方 受下述損害:與此有關的任何 開支、損失、費用或損害賠償,或買方所製造之產品(採用賣方提供之產品製成)引起的任何人身傷害、疾病或財產損失。

17. 一般條款。如從賣方購得的產品被用於 政府合約或分包合約,政府規定或規 均 對賣方具約束 ,除非賣方以書面形式明確議定。本協議的修改、修訂、撤銷、放棄或其他 改均 對賣方具約束 ,除非賣方以書面形式議定。本銷售條款及條件的任何條文(全部或部分)無效或 可強制執 ,概 影響本銷售條款及條件任何其他條文的有效性或可強制執 性。任何一方未能或延遲 使本銷售條款及條件的任何權 、權 、特權或補償,並 構成上述權 、權 、特權或補償的放棄。本銷售條款及條件所載章節標題僅為方 提述之用, 得用於解釋或詮釋本協議。