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 acknowledgment. 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. The UN Convention on the International Sale of Goods shall not apply.

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 by Buyer that are not due to Seller shall be returned to Buyer. 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 2000) 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 exceeds 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 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 epiflaters), 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 dicision 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 alleged infringement of patents, trademarks or other intellectual property rights arising out of compliance by Buyer with Buyer's designs, specifications or instructions.

Cree Sales Terms Including LED Module Warranty
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Cree销售条款及条件（中文版）

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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 three (3) years from such date. 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 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

销售条款及条件

除非卖方另以书面形式明确同意，否则本销售条款及条件适用于买方就卖方产品或服务下之任何及全部订单。就本销售条款及条件而言，卖方之订单确认中指明的Cree公司乃指「卖方」，而卖方订单确认之收件人则为「买方」。

1. 接受订单。卖方待买方同意有关订单协议之条款及条件后，并明确以此为条件，方接受其全部订单及全部要约和销售。该协议由本销售条款及条件、卖方报价(若有)及卖方订单确认组成。卖方须严格按照卖方提出的相关条款及条件接受卖方的任何要约。卖方概不反对与该协议所载条款及条件有异或作为其增补的任何卖方条款及条件，且除非卖方另以书面形式明确同意，否则该等条款及条件一律无效。开始履约或装运不得被解释为接受与该协议所载条款及条件有异或作为其增补的任何卖方条款及条件。如双方未有提前以书面协议形式订立合约，则买方接受卖方根据本销售条款及条件提供之产品或服务应视作买方同意该协议之全部条款及条件。

该协议受纽约州法律管限，犹如该协议完全於该州订立及履行。《聯合國國際貨物銷售公約》不适用於此。

2. 价格。该协议所述价格不包括运输、保险或任何司法管辖区征收的任何销售税、使用税、消费税或其他税款、关税、费用或评估税。除非买方向卖方提供相关免税证明，否则所有适用税款均将由买方支付。卖方於任何时间代买方支付的任何款项，均须向买方开具发票并由买方偿付予卖方。所有价格及其他条款均可作出排版错误或笔误修正。

3. 支付条款。所有款额均须以美元支付。买方须於交付後以现金支付产品款额，订单确认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)。各项装运应被視為分開的独立交易，且各项装运應據此付款。

卖方或可自行选择向买方提供信贷。如卖方向买方提供信贷，則將在装运後開具发票，且须在发票日期後三十(30)天內或该協議指定的此類其他日期悉數付款。賣方保留更改向買方所提供之信貸金額或撤回該信贷的权利。

除非该協議另有指明或賣方另行書面同意，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。

到期未付之款项须每月按百分之一点五(1½%)或法律允许的最高利率(取較小者)支付利息。

一旦买方破产或无力偿债，或根据任何破产、无力偿债或接管法律由买方或針對买方提呈任何法律程序，或如买方為債權人利益作出轉讓，则在买方違反该協議的情況下，賣方可在不损害任何其他權利或補救的前提下自行選擇行使第7節授予買方的全部權利及補救。
4.交付、所有权及损失风险。除非卖方另以书面形式同意，否则产品须以卖方生产工厂或存货中心EXW(《2000年国际贸易术语解释通则》)方式运至买方指定的任何地点(受第15节限制)，并须在装船地点交付予运输公司时视为已交付予买方。除非卖方另以书面形式同意，否则所有运输费用及支出均须由买方支付，当中包括卖方应买方书面要求，就运输途中的任何损失或损坏而或可能会投保的保险费用。买方保留以卖方付予方式运送产品的权利。

就根据该协议购买的所有产品产生由此产生的一切收益(包括保险赔偿)，卖方特此保留(且买方特此授予卖方保留)当中的债权赔偿利益。该等赔偿利益由卖方在该协议及其他与卖方之间产生的所有义务，直至卖方在该协议之下之应收款项获悉数支付为止。卖方要求，买方同意签署证明卖方保留利益的相等融资声明。

基于赔偿利益由卖方保留，故产品的所有权及损失和/或损坏风险在产品于装船地点交付予运输公司时，随即转移至买方。没收或销毁产品或产品损坏概不免除、减轻或以任何方式影响卖方的法律责任。如买方因故拒绝或取消承兑任何产品，该等产品的所有损失及/或损坏风险仍归于买方，除非及直至该等产品运回至卖方或会盖书面指定的地点(费用买方承偿)。

如有证据显示存在装运损坏(不论隐藏於内或外部)，则所有产品须在买方收到并通知运输公司后进行检验。

5.履行。卖方将作出合理努力以遵守本销售条款及条件指定的交付或其他履行日期或买方同意的此类稍后日期，但於因接受之前订单、罢工、停工、暴动、战争、火災、不可抗力、意外事件而造成延迟交付或未能履约，及因任何分包商或供应商或卖方造成的延迟、技术困难、完成订单所需机械或部件丢失或故障、未能获取劳动力或原材料或生产设施或其价格大幅提升、缩减或未能获得足够电力或其他能源供应，或遵守任何政府机构或其执行部门任何法律、法规、命令或指令(不论是否有效)或因超出其合理控制范围的任何情形或任何因由(不论是否与前述者相似且不论是否可预见)而引起的延期，卖方对此概不负责。本销售条款及条件所指之「履行」包括(但不限于)制造、装运、交付、装配、安装、测试及保修和更换(如适用)。

买方同意，延期交付或未能交付或部分履行该协议均不视作卖方终止或拒绝遵守其中任何条款的理由，且概不得因此类延期而丧失而对卖方采取任何形式的处罚；惟倘超过原定日期六(6)个月以上仍未交付，则任何一方可书面通知对方终止该协议，而无需就该协议未履行部分承担进一步法律责任。

6.承兑。据本销售条款及条件交付的所有产品均须视作买方按照该协议承兑，且买方无权撤回任何承兑，卖方在交付产品后二十(20)天内收到不合格申報通知书者除外。

7.违约及终止。倘卖方在履行本销售条款及条件下之义务时有重大违约行为，且在收到买方书面通知后六十(60)天内未作任何违约纠正，买方即可终止该协议。该终止须为卖方在卖方违约情况下的唯一补救措施。

Cree Sales Terms Including LED Module Warranty
CPR3F Rev. –
9/24/10
Cree 销售条款及条件 (中文版)
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履行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它款項，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)暫停履行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立即到期應付，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，而無需進行任何其他程序，且賣方同意，所有召回、取回或收回的產品均屬賣方財產，惟買方因此獲得賠償。賣方執行任何前述補救措施概不得妨礙任何其他補救措施的執行，且該等補救措施的存在或執行概不解釋為以任何方式限制賣方根據《統一商法典》或其他法例可行使的任何權利或補救措施。

8. 專利及其他知識產權。倘產品包括碳化矽或三族氮化物半導體晶片(包括半絕緣晶片和磊芯片)，則買方可將所購晶片用於所有領域的研發及生產，但碳化矽及三族氮化物材料塊體生長除外。作為其中一個銷售條件，買方保證其不會將任何所購晶片用於碳化矽或三族氮化物材料的塊體生長，或在該等材料塊體生長過程中使用任何所購晶片。就該協議而言，在外延厚度不足150微米的單一基片上生長一層或以上的碳化矽或三族氮化物外延層並不視為塊體生長。買方不得在切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：「本材料經許可用途有限，且不得用於碳化矽或三族氮化物材料的塊體生長過程。」

根據本銷售條款及條件銷售產品或提供服務概不表示授出賣方擁有或控制的任何專利、版權、商標或其他專屬權利下之任何明示或暗示許可，不論是否與已售產品或任何生產過程或其他事宜相關。賣方明確保留任何該等專利、版權、商標或其他專屬權利下的全部權利。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不會直接或間接侵犯Cree, Inc.或其附屬公司任何專利。

賣方可就針對買方提起的任何訴訟或法律程序作出抗辯，只要該起訴或法律程序以一項索償為基礎，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利堅專利權，惟買方從購書面通知賣方該起訴或法律程序並就該抗辯給予賣方全面的授權、資料及協助。在任何起訴或法律程序中，賣方將支付最終判決買方敗訴或以付費達成和解的該侵犯申索所涉全部損害賠償和費用，但若買方未經賣方事先書面同意(賣方可全權酌情決定不給予同意)達成任何和解，賣方概不負責。若該產品被視為侵犯任何美國專利權且禁止使用或銷售該產品，若買方認為該等產品可能成為侵犯申索的理由，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索支付賠款、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。

前文述明在依意或涉及任何指稱侵犯任何專利權或其他知識產權的任何申索中，賣方的責任。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、設備或材料，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索，賣方概不負責。
若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利權、商標或其他知識產權，則買方
須就該聲稱作出抗辯，並保護賣方不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買方於出貨日公佈的該產品規格運
行(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，則該期間為自出貨日起三(3)年。在本保證下賣方的法律責任及買方的唯一補償限於修理
或更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
保證下無任何法律責任，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
，且賣方收到該物品的日期不遲於保證期屆滿後十(10)天。

本保證不適用因誤用、不當裝設、不當運作、快用或污染(不論內部或外部)造成的任何運行缺陷或
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。若產品乃由賣方
按買方的設計或規格生產而成，則不適用本保證。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理、專業之方式履行。賣方在本保證下
無任何法律責任，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，賣方的全部法律責任及買方的唯一補償限於提供賣方合理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
括但不限於任何不受侵犯的保證，或違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，包括但不限於附
帶或相應的損害賠償。買方不得依憑任何保證或協議以更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。不得將賣方的陳述或確認(無論文字或行動
)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說明產品的一般類型及質素
，並不表示產品必須符合該模型或樣本。

10.法律責任限制及申索。在任何情況下，賣方在損害賠償或其他方面的全部法律責任不超過賣方
在本銷售條款及條件下收取之款額(如有)。在任何情況下，賣方概不就任何形式的附帶、相應或特
殊損失或損害賠償(無論因何產生)，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(不論何種形式)而言，買方須在訴訟
原因產生後一(1)年內提出訴訟。

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、協議及諒解(不論口頭或
書面)，而該等協商、建議、協議及諒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、交易習慣或交易慣例，均不對賣方構成約束。
12. 律師費。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，包括合理的律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、協議履行或違約引起的與之相關的任何爭議或申索(包括但不限於任何因疏忽、失實陳述、嚴格法律責任或其他依據提出之申索)，且所涉金額超過50,000美元(不包括利息及成本)，則根據國際商會的《調解及仲裁規則》予以仲裁解決(如一方向要求仲裁)。如賣方的主要辦事處位處於美國，則仲裁地點為北卡羅萊納州羅利市；或如賣方的主要辦事處位處於美國境外，則仲裁地點為香港。該仲裁決定應為最終及具約束力的決定，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錄。

14. 轉讓。未經賣方事先書面同意，買方不得轉讓或出讓本協議下任何權利或申索，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力並符合其利益。

15. 出口管制。賣方的產品出口及與之相關的任何技術資料，均受限於美國及／或其他國家或國際(如聯合國)法律及規例，而該法律及規例管制技術數據及產品的出口及再出口，或限制向特定國家出口若干產品(如禁運規定)。如適用法律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料。在本銷售條款及條件下，賣方概不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理及管制法律及規例及/或其他國家或國際(如聯合國)法律及規例(若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)的所有行業安全標準，包括但不限於美國國家標準協會(ANSI)／北美照明工程協會(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料(如有))。賣方應完全遵守任何政府機構的所有適用安全法律、規則及規例，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。賣方須負責所有從賣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行業標準、法律、規則或規例。買方須就任何聲稱買方未遵守上述行業標準、法律、規則或規例作出抗辯，並保護賣方不受下述損害：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履行政府合約或分包合約，政府規定或規例均不對賣方具約束力，除非賣方以書面形式明確規定。本協議的修改、修訂、撤銷、放棄或其他更改均不對賣方具約束力，除非賣方以書面形式規定。本銷售條款及條件的任何條文(全部或部分)無效或不可強制執行，概不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行性。任何一方未能或延遲行使本銷售條款及條件的任何權利、權力、特權或補償，並不構成上述權利、權力、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便提述之用，不得用於解釋或詮釋本協議。