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 CreeLED 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 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 Buyer 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 shall be the property of Seller, 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 Seller with Buyer's designs, specifications or instructions.

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 CreeLED, 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 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.
CreeLED 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CreeLED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。買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件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。開始約或運輸，其被解释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為買方同意該協議之全部條款及條件。

該協議受約州法管限，猶如該協議完全於該州訂及及。

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。

買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其他日期悉付。賣方保或撤回該信貸的權。除非該協議另有指明或賣方另書面同意，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償，或根據任何破產、無償償或接管法由買方或針對買方提出任何法程序，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，當中包括賣方應實付個案要求，就運輸途中的任何損失或損壞而或會投保的保险費用。賣方保以運費到付方式運送產品的權益。

就根據該協議購買的所有產品及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益，故产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責、減輕或以任何方式影響買方的責任。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址(費用買方承擔)。

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

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它能源供應，或遵守任何政府機構或其執 部門任何法況、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 責任。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 該協議均作為賣方終止或拒絕遵守當中任何條文的由，且故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責任。涉。

6.承兌。據本銷售條款及條件交付的所有產品均須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。

倘賣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 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，則須負買方嚴重違約責任。倘賣方嚴重違約，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，而無需就任何其他程序，且買方同意，所有召回、取回或收回的產品均屬賣方財產；惟買方因此獲貨信貸。買方
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10. 法責任限制及申訴。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及之任何陳述、保證、交慣習或交慣，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訴(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訴)，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為美國，則仲裁地點為卡萊納州市；如賣方的主要辦事處為美國境外，則仲裁地點為香港。該仲裁決定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。

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。
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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，包括但不限於美國國家標準協會(ANSI)/ 美照明工程協會(IESNA)RP-27 (或適當的人眼安全標準及國際電工委員會頒佈的國際標準 IEC 62471-2006 (包括該標準的適用)規定的所有標記、標籤及用戶及服務補充資料)。買方應完全遵守任何政府機構的所有適用安全法，規及規則及規。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，規則及規。買方須就任何聲稱買方未遵守上述業標準、法，規則及規作出抗辯，並保護賣方免受下述損害：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。

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