DISCLAIMER:

The use of the deliverables (deliverables shall include, but not limited to, software, application examples, hardware, target boards, evaluation boards, starter kits, schematics, engineering samples of IC's etc.) is subject to the terms and conditions of Spansion LLC and its affiliates ("SPANSION") as set out below and in (i) the terms and conditions of the License Agreement and/or the Sale and Purchase Agreement and/or any other agreement under which deliverables have been delivered, (ii) the technical descriptions and (iii) all accompanying written materials.

1. Please note that the deliverables are intended for and must only be used for test applications in an evaluation laboratory environment.

2. The software deliverables are provided on an as-is basis without charge and are subject to alterations. It is the user's obligation to fully test the software in its environment and to ensure proper functionality, qualification and compliance with component specifications.

3. Regarding hardware deliverables, the following limited warranty shall apply:

Except as otherwise provided in the following paragraphs, for a period of one (1) year from date of shipment to customer ("Warranty Period"), SPANSION warrants the hardware deliverables (i) are free of defects in material and workmanship, and (ii) conform to SPANSION applicable data sheet specifications (available at www.spansion.com or upon request).
This warranty does not extend beyond the first purchaser of the deliverables. The liability of SPANSION under this warranty is limited, at SPANSION's option, solely to repair the deliverable, to send replacement deliverable, or to make an appropriate credit adjustment or refund in an amount not to exceed the original purchase price actually paid for the deliverable returned to SPANSION. SPANSION'S warranty obligations are conditioned upon the following: (a) SPANSION is promptly notified in writing by customer during the applicable warranty period of any defect or nonconformance in the deliverable, (b) customer obtains authorization from SPANSION to return the defective deliverable, (c) the defective deliverable is returned to SPANSION in accordance with SPANSION'S shipping instructions set forth below, and (d) SPANSION'S examination of such deliverable discloses to its satisfaction that any defect or nonconformance actually existed and was not caused by improper use or operation outside of the data sheet specifications for the deliverable, abuse, negligence, improper installation, accident, loss or damage in transit, or unauthorized repair or alteration by a person other than SPANSION. Customer shall ship such defective deliverable to SPANSION via SPANSION'S carrier, collect. Risk of loss will transfer to SPANSION when the defective deliverable is provided to SPANSION'S carrier. If customer fails to adhere to these warranty returns guidelines, customer shall assume all risk of loss and shall pay for all freight to SPANSION'S specified location. This warranty shall not apply to any deliverables that have been repaired or altered, except those which have been repaired or altered by SPANSION. The aforementioned provisions do not extend the original warranty period of any deliverable that has either been repaired or replaced by Seller.

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4. The following limitation of liability shall apply for all deliverables

EXCEPT FOR DAMAGES FOR BODILY INJURY OR DEATH, SPANSION SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES, RELIANCE DAMAGES, AND/OR PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER ANY SUCH DAMAGES ARE BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPANSION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

REGARDLESS OF THE BASIS ON WHICH CUSTOMER IS ENTITLED TO CLAIM DAMAGES FROM SPANSION (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM), SPANSION ENTIRE LIABILITY IN ANY CALENDAR YEAR, REGARDLESS OF THE NUMBER OF CLAIMS, SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE TOTAL AMOUNT PAID BY CUSTOMER TO SPANSION FOR THE DELIVERABLES SOLD IN SUCH CALENDAR YEAR.

5. Should one of the above stipulations be or become invalid and/or unenforceable, the remaining stipulations shall stay in full effect.

6. The contents of this document are subject to change by SPANSION without a prior notice, thus contact SPANSION about the latest one.

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	Sheet: 1 of 2 / Doc Revision: V1.1	http://www.spansion.com
	HW Revision: V1.0	mcu-ticket-de@spansion.com
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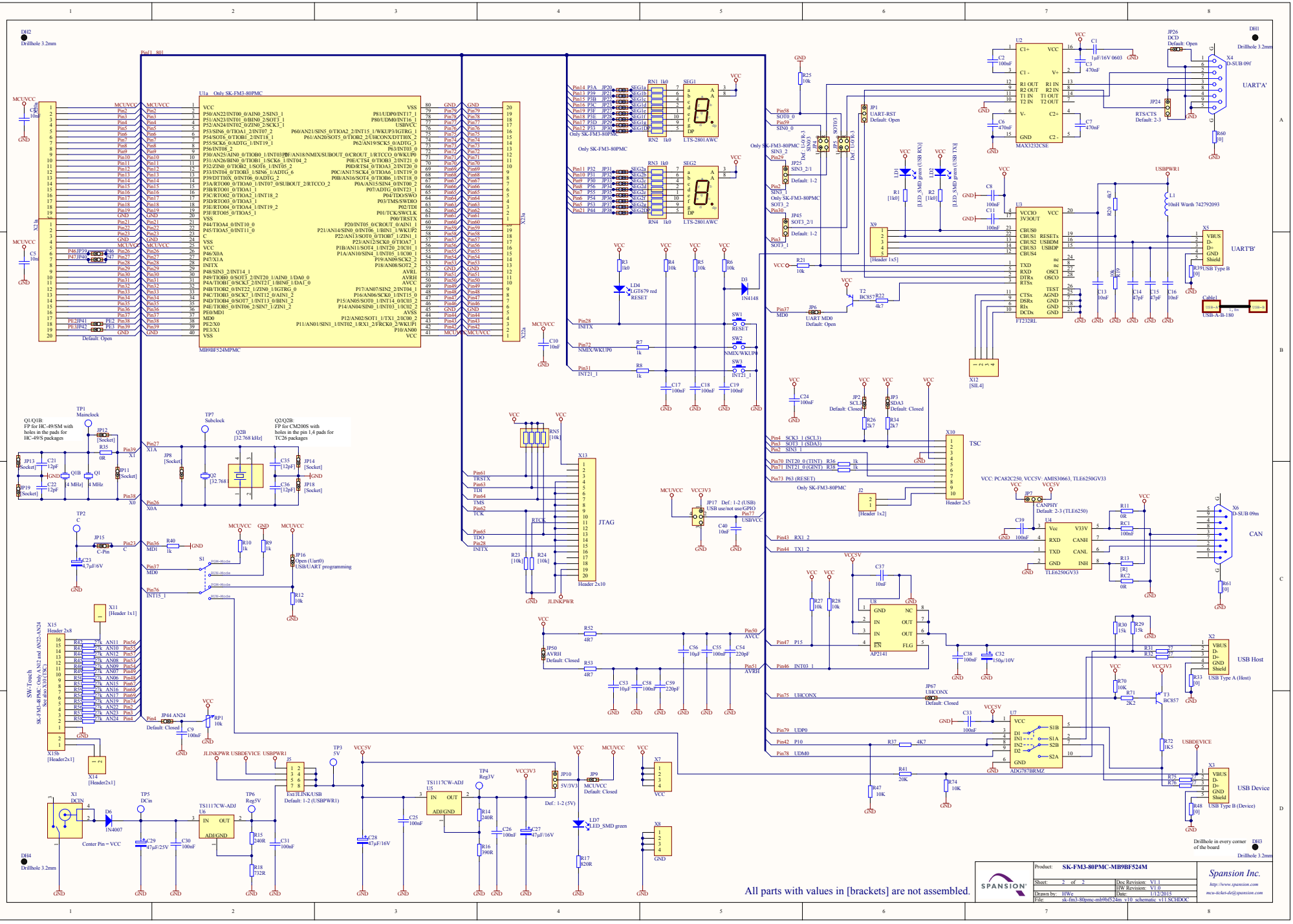

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Product:	SK-FM3-80PMC-MB9BF524M
Sheet:	2 of 2
Doc Revision:	V1.1
HW Revision:	V1.0
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