WE HAVE READ AND AGREED TO ABIDE BY THE TERMS AND CONDITIONS SET OUT HEREIN AND ON THE REVERSE OF THIS PURCHASE ORDER, IN PARTICULAR CLAUSE 13 ON THE REVERSE OF THIS PURCHASE ORDER.　　我方已通读并同意遵守本订单内及附件所列条件和条款，特别是本订单之第十三条。

CONDITIONS OF CONTRACT TO BE CONSIDERED A PART OF THE PURCHASE ORDER
本订约条款将被视为订单之组成部分

1. CONTRACT　订约　Definition: The term “product(s)” refers to the subject of this Purchase Order (“PO”) and therefore may include hardware, software, services, parts, components, supplies, or any combination of them.
定义：“产品”
指本订货单（下称“订单”）之标的物，因而包括硬件、软件、服务、零件、部件、供应，或上述内容之任意组合。
NCR (Beijing) Financial Equipment System Co. Ltd. (hereinafter “NCR”), shall not be bound by this PO unless and until Supplier executes and returns to NCR an unamended acknowledgement copy. Supplier shall be bound by this PO and its terms and conditions when Supplier executes and returns the acknowledgement copy, or when Supplier begins work on the product, when such products are to be specially manufactured for NCR, or when Supplier ships to NCR any of the products ordered herein. No contract shall exist otherwise. No modification of this PO shall be binding upon NCR unless agreed to in writing by an authorised employee of NCR by means of a Purchase Order change. Any and all previous agreements or understandings inconsistent with any of the various terms and conditions herein are hereby cancelled and rendered null and void to the extent of such conflict and/or inconsistency. This PO shall be governed by the Law of the People’s Republic of China (“PRC”). The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
安迅（北京）金融设备系统有限公司（下称“安迅”）在供货人履行本订单并向安迅返回未加任何修改的确认副本之前，不受本订单的约束。在供货人履行并返回本订单的确认副本之后，或当供货人已经开始专门为安迅制造产品的工作之后，或当供货人向安迅发运出本订单所列的任何订购产品时，供货人应视本订单及其条款和条件对本订单的任何履行。本订单不存在任何约定。本订单之任何修改都不得对安迅具有约束力，除非安迅的NCR雇员通过订单变更的方式以书面回复。本订单的任何修改都不得对安迅有约束力，除非安迅的NCR雇员通过订单变更的方式以书面回复。本订单的任何条款不相一致，将因此废止和失效，以避免冲突和/或不一致。本订单受中华人民共和国法律的管辖。本文件中某一条款的全部或部分失效不影响任何其它条款的效力。

2. CHANGES　变更　NCR reserves the right at any time to make changes in the specifications, drawing, samples or other description to which the products are to conform, in the methods of shipment and packaging, or in the time or place of delivery. In such event, any claim for any adjustment shall be mutually satisfactory to NCR and Supplier but any claim by Supplier for any adjustment shall be deemed waived unless notice of a claim is made in writing within thirty (30) days following Supplier’s receipt of such changes. No substitutions of materials or accessories may be made without NCR’s written consent. No charges for extras will be allowed unless such extras have been ordered in writing by NCR and the price agreed upon.
安迅有权在任何时候对产品所应符合的规格、图纸、样品或其它内容加以变更，或对运输和包装方式或交货地点加以变更。在这种情况下，对任何调整的任何索赔都必须令安迅和供货人双方所接受，但供货人对任何调整提出的任何索赔必须在供货人接到此类变更通知之后三十（30）天内提出书面索赔通知，否则视为放弃。无安迅的书面同意，不得对材料或备件做任何替换。不得对额外产品加收任何费用，除非安迅以书面订购了此类额外产品并就价格达成了一致。

3. TITLE & RISK OF LOSS　所有权及灭失风险　Title, risk of loss and damage will pass from Supplier to NCR upon delivery by Supplier to NCR’s selected common carrier or, if the carrier is paid by Supplier, when delivered to NCR’s representative at the applicable delivery point in accordance with the terms hereof. Passing of property shall not prejudice NCR’s right to reject Product as set out herein.
当供货人将订购产品交付安迅指定之公共承运人时，或根据此条款将产品交与在适当交货地点的安迅之代表人后，如果供货人已向承运人付款，所有权以及灭失和损失风险将从供货人转移至安迅。所有权的转移并不影响安迅根据本文件内有关条款拒收产品的权利。

4. SPECIFICATIONS AND INSPECTIONS　规格与检验　All data submitted to Supplier in connection with the product is hereby incorporated by reference. All products ordered to NCR’s specifications will comply with such specifications current as of the date of this PO unless otherwise authorized in writing by NCR. The products shall be subject to inspection and test by NCR at all times and places, including the period of manufacture for hardware, the period of development for software, and the period of performance for services. If any specification or test is made on Supplier’s premises, Supplier shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of NCR’s inspectors. NCR reserves the right to reject products which do not conform to the specifications, drawings, and/or other data, or which do not comply with the warranty hereinafter stated. NCR may charge Supplier for the cost of an above normal level of inspection of products if rejection of the shipment based on NCR’s normal inspection level endangers production schedules and if the inspected products are necessary to meet production schedules. If rejected after delivery, rejected products will be returned to Supplier at Supplier’s risk and expense. Payment for any product shall not be deemed acceptance thereof and if such products are rejected after payment NCR shall be entitled to return the same for full refund or, in the case of services, to reject the work and receive restitution. Shipments must be packaged according to specifications or, if not covered in specifications, in such a way so as to permit efficient handling, provide adequate protection and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Supplier.
提交给供货人的与产品有关的所有数据在此作为标准列入。所有按安迅规格订购的产品应以本订单签署日当时的规格为准，除非经有书面授权的除外。产品应当随时、随地接受安迅的检验和测试，包括硬件的生产期间、软件的开发期间、服务的实施期间。如果某项检验或测试在供货人的经营场地上进行，则供货人须为安迅检验人员提供合理的安全设施和协助。如果拒收会导致生产计划受影响，并采得附加任何费用，安迅有权拒收不符合规格、图纸和/或其它数据或不符合下文所述保证内容的产品。如果根据安迅的常规检验标准出现发运货物被拒收，从导致生产计划受到影响。并且，如果被检验产品必须按生产计划出货，那，安迅可向供货人收取超出正常部分的产品检验费用。如果货物装产品后被拒收，被拒收之产品将被退回供货人之外，风险和费用由供货人承担。在此对任何产品的付款不得被视为对产品的接受，且如果此类产品在付款后被拒收，安迅有权要求获得全额退款，或者，如果被拒绝的是服务，安迅则有权要求获得赔偿。装运货物的包装必须符合所列规格的要求，或者，如果所列规格中对此没有明确要求，则必须按照确保高效装卸、妥善保护、符合承运人要求的原则进行包装。因包装不善导致的损失将由供货人承担。

5. PRICE　价格　Prices are payable by NCR [45] days after receipt by NCR of a correct invoice. NCR will not be billed at a price higher than the price last charged or quoted by Supplier for the same products, unless a higher price is authorised in writing by NCR. Supplier represents that the price charged for the products covered by this PO is the lowest price charged by Supplier to buyers of a class similar to NCR purchasing in quantities and under circumstances comparable to those specified in this PO. Any price reduction made by Supplier with respect to the products ordered hereunder subsequent to the placement of the PO and prior to NCR’s receipt of the products, shall apply to this PO. Any payment made by NCR hereunder, including the final payment, shall not prevent NCR from recovering any amount over-paid or wrongfully paid however such payments may have arisen including but not limited to those paid to Supplier by mistake of fact or law. NCR may deduct any amounts payable to Supplier hereunder from any monies in NCR’s possession which are due or which may become due to Supplier or may be recovered as a debt.
安迅在收到符合要求之发票四十五(45)日后付款。安迅将不为同样的产品支付比供货人上次收取的或报出的价格更高的价格，除非安迅书面批准了较高的价格且供货人说明向本订单中的产品收取的价格是供货人向与安迅同类的买主在购买了同样数量且是在可与本订单的条件相比的条件下购买时收取的最低价格。供货人对本文件所列之订购产品进行任何降价，在本订单签订之后和安迅收到产品之前，都适用本订单。安迅对于支付的任何如下款项，总最终付款，无论因何种原因造成，包括但不限于因事实过错或法律过错引起的向供货人的多付或错付，都有权收回多付或错付的部分。安迅可以从其占有的支付给有关供货人的应付款或可成为应付款的任何款项中扣除相应的数额，或按债务的名义收回款项。
No charges will　against NCR for taxes, import duties, transportation, packaging, packing, returnable containers, documentation, and media unless otherwise agreed in writing. All sales, use excise, or similar taxes to be paid by NCR must be itemized separately hereon and on invoices.
不得向安迅额外收取与税金、进口税、运输、包装、装箱、集装箱退回、文件资料和介质有关的费用，但另有书面约定的除外。安迅应支付的所有的销售税、使用税或类似税费必须在此按项目分别列出并在发票上按项目分别列出。

6. WARRANTY　保证　Supplier warrants for a period of one (1) year after date of receipt by NCR of the products that the products furnished hereunder will be in full conformity with all specifications and/or other descriptions and will be merchantable and of good quality material and workmanship, free from defects. If the Product is software, it shall contain no viruses or harmful code, and if it relies on or generates data that is date dependent, any calculations performed or information provided will be accurate. This warranty shall be in addition to any warranties of broader scope and service warranties and guarantees given NCR by Supplier, shall survive inspection, test acceptance, and payment, and shall run to NCR, its successors, assigns and customers. NCR may, at its option, either return for full refund or credit, or require prompt correction or replacement of defective or nonconforming products, which right shall be in addition to such other rights as NCR may have in law or equity. Return to Supplier of any defective or nonconforming products shall be made at Supplier’s expense and no replacement of defective or nonconforming products shall be made unless specified by NCR. Products required to be corrected or replaced shall be subject to this warranty and to the above Section 4 to the same extent as products originally delivered under this PO.

供货人须保证根据本订单所提供之产品自安迅收到之日起一（1）年之内应完全符合所述规格和/或其它说明之要求，且适于销售，质量合格，并无材料和工艺缺陷。如果产品为软件，其不得含有病毒和有害程序；如果软件的运行依赖日期系统或其生成的数据依赖日期系统，其所进行的运算或所提供的信息必须精确无误。本保证应当是供货人向安迅作出的更大范围保证和服务保证的附加保证，并且在检验、验收、付款之后继续有效。本保证的效力可延伸到安迅，其继承者、受让人及客户。安迅可按自己的意愿对有缺陷或不符合规格之产品选择要求退还全部款项或帐款，或要求立即修正或更换有缺陷或不符合规格之产品，且该权利是安迅根据法律所享有的其它权利之附加权利。向供货人退回任何有缺陷或不符合规格之产品，费用由供货人承担，且是否对有缺陷或不符合规格之产品进行更换由安迅决定。要求修正或更换的产品与依据本订单原始交付的产品一样受本保证以及上述第四条的约束。
In the event of non-compliance, Supplier will (a) correct the cause on all Products to be shipped thereafter, and (b) repair or replace all affected Products shipped within the previous 48 months or pay NCR its costs of remedying the non-compliance. If the Product is for resale, Supplier acknowledges that NCR may make similar warranties to its resellers or end users in reliance upon the foregoing. Supplier agrees to defend, indemnify, and hold NCR harmless from and against any demand or claim made by any third party (including but not limited to NCR’s resellers and end users) directly or indirectly alleging a Product’s failure to comply with these warranties.
如果产品不符合有关规格，供货人须：1、修正所有尚未发运之产品的缺陷；2、修复或更换前48个月内所发运的有缺陷产品。如果产品用于转售，供货人应认可安迅可以对其转售商或最终用户按照前述作出保证。供货人同意防护、保护并使保安迅不会因为任何第三方（包括但不限于安迅的转售商和最终用户）由于产品不符合有关质量保证直接或间接提出要求或索赔而遭受损害。

7. DELIVERY　交货　The time or times of delivery specified in this PO are of the essence. Any delay will be excused only if (i) such delay is due to strike, fire, windstorm, riot, act of God, act of public enemy or other unforeseeable causes beyond the control and without fault or negligence of Supplier and if (ii) Supplier shall have notified NCR in writing of the existence of such cause within five (5) days after the commencement of the delay, giving all pertinent information concerning such cause. Unless otherwise provided in this PO no delivery required hereunder shall be made more than seven (7) days prior to the applicable delivery date, and NCR may return earlier deliveries at Supplier’s risk and expense or charge to Supplier any additional costs sustained because of the same. Payments for early shipments will be postponed until normal maturity following the scheduled delivery date. If delivery of products is not accomplished at the time or times indicated in this PO, NCR reserves the right without liability and in addition to its other rights and remedies to terminate this PO by notice effective immediately upon receipt by Supplier and to arrange for completion of performance and/or to purchase substitute products elsewhere and charge Supplier with any loss or expense incurred. No provision of this PO for the delivery of products in installments shall be construed as making Supplier’s obligation severable. Shipments sent C.O.D. without NCR’s written consent will not be acceptable and will be at Supplier’s risk.
本订单中规定的交货时间极其重要。不得以任何延迟交货，除非：1、延迟是由于罢工、火灾、风暴、暴乱、天灾、交战敌国或其它不可预见原因所导致，超出供货人控制能力之外且供货人无不当或失察过错；以及：2、供货人在延迟发生后五（5）天内以书面通知了安迅延迟的原因并说明了与原因相关的全部信息。除非本订单中另有规定，否则，本文件所要求的交货不得比适用的交货日期提早超过七（7）天，且安迅有权退回过早交付的货物，相关风险和费用由供货人承担或向供货人收取由于同样原因引起的额外费用。过早交付货物的付款将延至计划交付日期后的规定期限。如果产品的交付未按照本订单中规定的时间完成，安迅有权在不承担责任及不影响其它权利和补救措施的前提下终止本订单，以通知送达供货人时立即生效，且可自行安排交货的完成和/或在别处购买替代产品并同供货人要求弥补由此引起的损失或由此引起的费用。本订单中有关分期付款产品的交货规定不得被理解为供货人的义务可中断。无安迅的书面同意，以C.O.D.（货到收款）条件发送的货物将不被接受且风险由供货人承担。

8. NCR FURNISHED PROPERTY　安迅提供之财产　The following definitions shall apply to this paragraph. “NCR Tools” are tools, equipment, or other property furnished to Supplier by NCR. “Non-Unique Tools” are either general tools or special tools made to produce and which have application only to produce the products. “Unique Tools” are tools which have application only to Supplier’s method of operation which may be either general or special. NCR Tools shall remain the property of NCR. Unless otherwise agreed in writing, Non-Unique Tools which are specifically paid for by NCR, whether itemized separately or included in the price of any product and are for use in the performance of the PO, shall be and remain NCR’s property. Unless otherwise previously agreed in writing, other Non-Unique Tools and Unique Tools shall be the property of Supplier but any such tools shall be subject to use by NCR in the event Supplier is unable to make deliveries due to a cause set forth in, and in consideration of Section 7. Any property owned by NCR shall be used in filling the requirements set forth in this PO and any similar POs from NCR shall be held at the Supplier’s risk, and shall be kept insured by the Supplier at the Supplier’s expense while in Supplier’s custody and control in an amount equal to the replacement cost thereof, with loss payable to NCR. When so instructed by NCR, the Supplier shall deliver any property owned or subject to use by NCR to NCR (or to any other person NCR may designate) in good conditions, ordinary wear and tear excepted and such property shall be subject to repossession or removal by NCR upon NCR’s instructions.
下列定义适用于本条。“安迅工具”指工装、设备或其它由安迅提供给供货人的财产。“非专用工具”指用于和只能用于生产产品的通用工具或特殊工具。“专用工具”指专门为供货人在通用或特殊生产工艺中使用的工具。安迅工具将仍然是安迅的财产。由安迅特别付款的非专用工具，无论其价格是否单独分项列出或包括在任何产品的价格中且在本订单的履行过程中使用，将仍然是安迅的财产，但另有书面约定的除外。除非事先另有书面约定，否则，其它非专用工具和专用工具将是供货人的财产，但如果由于第七条所列原因或按第七条的要求供货人无能及时交货，此类工具将随时供安迅使用。安迅所拥有的财产若用于满足本订单或任何安迅的类似协议中规定的要求，则这些财产在由供货人保管和控制期间，其风险将由供货人承担，由供货人提供保险，费用由供货人承担，保险额应等于因此造成的更换成本且应就损失向安迅支付费用。如果安迅提出要求，供货人须向安迅交付安迅所有的财产或供安迅使用的财产
（或向安迅指定的其他人员），财产须处于良好状态，正常磨损不计，且这些财产应根据安迅的要求由安迅重新收回或放弃。

9. CONFIDENTIALITY　保密　Except as otherwise specifically agreed in writing, all information disclosed by NCR to Supplier shall be in confidence and is not, in any way, intended to be for public disclosure. Supplier shall take all reasonable precautions to prevent any such information from being divulged to any person for any purpose other than to perform this PO, including having the recipient acknowledge the confidential status of such information and agreeing to like restrictions on divulging such information. This obligation of confidence shall survive termination of this PO and will continue for three (3) years thereafter. Information presently in the public domain, or which is rightfully received by Supplier from a third party, or information which both NCR and Supplier agree in writing may be disclosed, shall not be considered confidential. Supplier shall not disclose to NCR any information that it deems to be confidential and it is understood that no information received by NCR, including manuals, drawings and documents, will be of a confidential nature or restrict, in any manner, the use or disclosure of such information by NCR. Supplier agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of NCR. As to publicity, Supplier shall not, without first obtaining NCR’s consent in writing, advertise or otherwise disclose the fact that Supplier has furnished product and services to NCR under this PO.
非另有专门的书面约定，否则，安迅披露给供货人的所有信息都应保密并不得以任何方式泄露。供货人必须采取一切合理的预防措施，避免此类信息被泄露给任何人的任何目的，包括令信息接受者确认此类信息的保密性质以及令其接受相同的保密约束。本订单终止后，保密的义务仍将存续，将在本订单终止后延续三（3）年。公开信息、或供货人从第三方合法收到的信息，或安迅及供货人双方书面同意可以披露的信息，将不视为保密。此外，供货人不得向安迅泄露供货人认为是保密的信息，而按照一般惯例，安迅所收到的任何信息，包括手册、图纸和文档，都不具有保密性质，亦不可以任何方式限制安迅使用此类信息或限制安迅对此类信息的披露。供货人同意，它所提供的任何此类信息或材料所附加的或相关的任何传闻或其它消息有与前句不相一致，则不应对安迅构成任何责任。关于宣传，未经有事先批准安迅的书面同意，供货人不得以广告方式或其它方式泄露供货人根据本订单向安迅提供产品和服务的事实。

10. RIGHT IN DEVELOPMENT　产品开发中的权利　This paragraph shall apply if the product is services, or if the product is hardware or software to be designed or developed and such design or development is paid for by NCR, whether itemised separately or included in the price for one or more products to be furnished. Supplier shall disclose and assign on demand, and it does hereby assign, to NCR any and all inventions, improvements or development each whether patentable or not, which it may make or assist in making in the course of such development. Supplier assigns, and agrees hereafter on demand to assign, to NCR, all patents, copyright, and application for patents or copyright in connection with any such invention, improvement, or development and to do all acts and to execute all instruments which NCR may request. Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose and assign to Supplier or NCR all inventions and execute all papers and do all acts deemed necessary by Supplier or NCR relative to assignment and patent protection of such inventions. In addition, all information, ideas, results, trade names and data developed by Supplier as a result of development work contemplated by this section shall be transmitted by Supplier only to NCR and shall become the exclusive property of NCR, and shall likewise be regarded by Supplier