

CONDITIONS OF CONTRACT TO BE CONSIDERED A PART OF THE PURCHASE ORDER

本订购条款将被视为订单之组成部分

1. CONTRACT 订购 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.

产品 订购条款下称“订单”之标的物，因而包括硬件、软件、服务、零件、部件、供应，或上述指定之任意组合。

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 authorized 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.

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.

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 Supplier's right to reject product hereafter.

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 purchaser 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.

5. PRICE 价格 Prices are payable by NCR [45] days after receipt by NCR of a correct invoice. NCR shall 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 authorized in writing by NCR. Supplier's prepared 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.

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 by Supplier. 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 under the above Section 4 to the same extent as products originally delivered under this PO.

7. DELIVERY 交货 The time or times of delivery specified in this PO are of the essence. Any delay will be excused on (1) such delay is due to strike, fire, flood, or act of God, or public enemy or (2) such delay is due to force majeure. Supplier shall be responsible for the control and without fault or negligence of Supplier and if (i) 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 if the cause of delay is due to force majeure. Supplier shall be responsible for the cost of the delay, giving all pertinent information concerning such cause. Supplier shall be responsible for the cost of the delay, giving all pertinent information concerning such cause. Supplier shall be responsible for the cost of the delay, giving all pertinent information concerning such cause.

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 the general property of NCR but which are specifically used for the production of the products. Supplier shall be responsible for the cost of the delay, giving all pertinent information concerning such cause.

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 and its assigns. If there is 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.

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 itemized 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 Supplier 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 with NCR to assign to NCR all such inventions, improvements or development and to 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