Terms and Conditions for Hire Purchase Agreement

1. **DEFINITIONS**

Except where the context otherwise specifies, the following terms shall have the following meaning herein:

- "**Agreement**" means this Hire Purchase Agreement;
- "**Balance of Cash Price**" means the amount of Total Cash Price less Down Payment as specified in Part II of Schedule 3;
- "**Balance of Hire**" means the sum of the Balance of Cash Price plus the Finance Charge as specified in Part II of Schedule 3;
- "**Bank Group**" means the parent or any its HK subsidiary and associate company of OCBC Bank (Hong Kong) Limited or the successors of each such companies;
- "**Business Day**" means a day on which the Owner is open to the general public for normal business in Hong Kong but excluding Saturdays;
- "**Commencement Date**" means the date as set out in the Inception Schedule provided by the Owner to the Hirer;
- "**Dealer**" means the dealer or supplier as specified in Schedule 2 which supplies the Goods;
- "**Default Interest**" means such interest calculated, in the event of default on the part of the Hirer, at the default rate as specified in Schedule 4 for the outstanding Balance of Hire and other sums payable under this Agreement for the period from the relevant Payment Date or due day until the date of settlement of such amount, such interest shall run from day to day and to accrue after as well as before any judgment obtained;
- "**Down Payment**" means the down payment paid or trade-in contribution made by the Hirer as specified in Part II of Schedule 3;
- "**Finance Charge**" means the total interest payable by the Hirer during the Hiring Period and is specified in Part II of Schedule 3;
- "**Fixed Rate**" means the fixed interest rate as specified in Part II of Schedule 3;
- "**Goods**" means the goods specified in Part I of Schedule 3 and where the context so requires each or any part of the Goods described and all replacements, additions, attachments, improvements or substitutions made in or to the Goods and any books, records, manuals or other documentation relating to the Goods (save only documents of title);
- "**Guarantor**" means the person or corporation (where applicable) who has executed a guarantee in such form as specified by the Owner in favour of the Owner to secure the performance of the Hirer under this Agreement, and if more than one person, the liability of such two or more persons shall be joint and several;
- "**Hire Purchase Application Form**" means the hire purchase application form in such form and manner as prescribed by the Owner and submitted by the Hirer to the Owner preceding this Agreement;
- "**Hire Rent**" means the monthly instalment payable during the Hiring Period as specified in Part III of Schedule 3;
- "**Hirer**" means the person or corporation (where applicable) as specified in Schedule 1; and if more than one person, the liability of such two or more persons shall be joint and several;
- "**Hiring Period**" means the period of hiring of this Agreement as specified in Part III of Schedule 3;
- "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- "**Interest Period**" means the period from and including one Payment Date to but excluding the next Payment Date save for the first interest period which is from and including the Commencement Date to but excluding the first Payment Date;
- "**Option to Purchase**" means the option to purchase granted by the Owner to the Hirer for the acquisition of the Goods as set out in Clause 15;
- "**Option Fee**" means the fee as specified in Part II of Schedule 3 for the exercise of Option to Purchase;
- "**Overdue Interest**" means such interest calculated at the overdue rate as specified in Schedule 4 for any overdue Hire Rent and other sums payable under this Agreement for the period from the relevant Payment Date or due day until the date of settlement of such amount, such interest shall run from day to day and to accrue after as well as before any judgment obtained;
- "**Owner**" or the "**Bank**" means OCBC Bank (Hong Kong) Limited;
- "**Payment Date**" means the date of payment as set out in the Inception Schedule provided by the Owner to the Hirer;
- "**Repayment Account**" means an OCBC deposit savings account designated by the Hirer for the repayment of the loan;
- "**Terms and Conditions**" means the terms and conditions as contained in this Agreement; and
- "**Total Cash Price**" means the sum of the purchase price of the Goods plus other ancillary costs including but not limited to any accessories, insurance premium and license fees LESS any discount allowed and as specified in Part II of Schedule 3.

2. **TITLE TO THE GOODS**

(1) Regardless of whether the Owner or the Hirer is named as purchaser of the Goods in the relevant invoice(s) issued by the Dealer, and notwithstanding any Down Payment paid by the Hirer to the Dealer in respect of the acquisition of the Goods by the Owner (which Down Payment shall be deemed to be payable by the Hirer to the Owner and as having been paid by the Hirer on behalf of the Owner to the Dealer), the Hirer hereby acknowledges that until such time as the ownership of the Goods vests in the Hirer either pursuant to the proper exercise of the Option to Purchase herein contained or otherwise with the specific written consent of the Owner, the Goods are and shall remain the sole and exclusive property of the Owner. The Hirer shall have possession of the Goods as a mere bailee.

(2) The Hirer covenants not to prejudice or jeopardize the Owner's rights of ownership and to take all such steps which may be necessary to safeguard its title and without prejudice to the generality of the foregoing shall not assign, encumber or otherwise deal with this Agreement or part with possession of, sell or create or permit the creation or existence of a pledge, charge, mortgage or lien (save liens arising by operation of law) or sub-let or assign the Goods or attempt or purport to do any of such things and shall on all occasions when the ownership of Goods is relevant make clear to any third parties that the same are the property of the Owner.

(3) If the Hirer shall have paid all sums due or payable under this Agreement including, without limitation, the Down Payment and all of the Hire Rents and shall have strictly performed and observed all the Terms and Conditions, the hiring shall come to an end and the Hirer shall be entitled to exercise the Option to Purchase by payment of the Option Fee pursuant to Clause 15 the Goods which shall then become the property of the Hirer and the Owner shall assign and transfer all its rights and interest in the same to the Hirer upon request and at the expense of the Hirer.

3. **PAYMENT OF HIRE RENT AND OTHER AMOUNTS**

(1) Notwithstanding any other provision in this Agreement, if any Payment Date on which any payment under this Agreement is payable shall fall on a day which is not a Business Day, the payment payable on that Payment Date shall be due and payable on the immediately succeeding Business Day; and if that immediately succeeding Business Day shall fall in the next calendar month, then the said payment shall be due and payable on the Business Day immediately preceding that Payment Date; and if in a given calendar month there is no date corresponding to that Payment Date, the Payment shall be paid on the last Business Day of the calendar month in which that Payment Date initially falls.

(2) If the total amount of Hire Rent payable under this Agreement shall change by virtue of any adjustment to any Payment Date made pursuant to Clause 3(1), variation will be correspondingly made to the amount of any Hire Rent payable on any Payment Date as the Owner thinks fit at its absolute discretion in order to reflect the abovementioned change in the total amount of Hire Rent payable.

(3) All sums payable to the Owner under this Agreement shall be paid to the Owner in such manner and at such address as the Owner may from time to time specify. Such payments shall only be deemed to have been made when received by the Owner. Payments made by post shall be at the risk of the Hirer.

(4) The Hirer confirms that it is customary in the hire purchase business for an owner to pay or be paid commission in respect of the supply of goods the subject of a hire purchase agreement or otherwise in respect of a hire purchase agreement and hereby expressly agrees and consents to the Owner making or receiving any such payment, including but not limited to payment to the Hirer's agents, in respect of the Goods or this Agreement and acknowledges that the amount of any such payment may be reflected in the Hire Rents payable under this Agreement and that the Owner has no obligation to account to the Hirer for the amount of any sum so received.

(5) A certificate signed by an authorized person of Owner as to the amount due from the Hirer under this Agreement at the date of such certificate shall be prima facie evidence that the amount so certified was in fact due from the Hirer at the date of such certificate.

(6) The Hire Rents and all other sums payable by the Hirer under this Agreement shall be applied by the Owner in the order to be determined from time to time by the Owner at its absolute discretion.

4. **REPAYMENT ARRANGEMENT (APPLICABLE TO INDIVIDUAL CUSTOMERS)**

(1) The Hirer shall open a Repayment Account with the Bank and use it for the repayment of the loan.

(2) The Hirer's monthly instalments shall be debited from the Repayment Account as specified in this Agreement, and unless all outstanding amounts payable under the Agreement have been fully settled or prior consent is obtained from the Bank, the Hirer agrees not to change or cancel this repayment arrangement.

(3) The Hirer irrevocably authorizes the Bank to debit from the Repayment Account in respect of the monthly instalments, charges, fees, expenses or other liabilities mentioned in this Agreement, the Terms & Conditions for Hire Purchase Agreement herein contained, the loan application form and other terms and conditions applicable to the loan. Interest shall be charged on late payment of the loan, the said charges, fees, expenses or other liabilities and shall be calculated at the overdue rate as specified in Schedule 4.

(4) The Hirer hereby agrees that if his/ her Repayment Account is cancelled, he/ she shall provide another appropriate bank account as a substitute.

5. **ACQUISITION AND ACCEPTANCE OF THE GOODS**

(1) The Hirer has selected the Goods from the Dealer and has requested the Owner to purchase the same and let the Goods on hire to the Hirer. The Hirer is satisfied that the Goods are suitable in all respects for the purpose(s) for which they are intended and accepts full responsibility for approving the design, specification and description and for acceptance of the Goods. The Owner shall not be liable in any manner for the non-performance or improper performance of any contract for the supply of the Goods or the quality, fitness or safety of the Goods and all matters related thereto. The Hirer shall hold the Owner harmless from any of the above and effectually indemnify the Owner against any loss or damages suffered by the Owner accordingly.

(2) If after the date of this Agreement, the purchase price of the Goods to be acquired by the Owner shall be increased pursuant to the contract for the supply thereof to the Owner, the Owner may, at its absolute discretion, by notice to the Hirer either require the Hirer to pay immediately, if necessary by payment in cash, the amount of such increase or adjust the amount of the Hire Rent to take account of such increase.

(3) This Agreement shall be effective and binding notwithstanding the Hirer has not physically examined and/or taken delivery of the Goods PROVIDED THAT the Goods are available to be examined and/or taken delivery on the date specified by the Owner or the Dealer and the Hirer has been informed of such availability of the Goods.

(4) The Hirer shall be solely responsible to examine and/or take delivery of the Goods at his own costs and expenses. The Hirer's failure to examine and/or take delivery of the Goods constitutes a default in respect of which the Owner is (without limitation or prejudice to any of its other rights herein) entitled to take action against the Hirer under this Agreement.

(5) Delivery of the Goods to the Hirer shall be conclusive evidence that the Hirer has examined the same and found the same to be completely satisfactory and in accordance with their description, in good order and condition and for any purpose for which they may be required by the Hirer.

6. **WARRANTY AND EXCLUSION OF LIABILITY**

(1) This Agreement is entered into on the basis that the Hirer warrants that (a) the transaction contemplated under this Agreement is not, in relation to the Owner, (i) a facility prohibited by Section 83 of the Banking Ordinance, (ii) a relevant transaction for the purposes of Section 161B of the Companies Ordinance, or (iii) a connected transaction for the purposes of Chapter 14A of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited; and (b) the Hirer is not in any way for the purposes of any of the said sections or rules related to or connected or associated with any director, chief executive or substantial shareholder of the Owner or any of its subsidiaries, and the Hirer undertakes to notify the Owner in writing immediately if after the signing of this Agreement, any of the foregoing warranties ceases to be accurate.

(2) The Hirer warrants, represents and undertakes with the Owner that his entering into this Agreement and the transactions contemplated hereunder is not and will not be in breach, or would involve the Owner to be in breach, of any laws or regulations, including without limitation any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time, in Hong Kong or any other country. Such representations, warranties and undertakings are deemed to be made by the Hirer by reference to the facts then existing during the period where any amounts owing hereunder remains outstanding.

(3) If the Hirer has prior to the signing of this Agreement (i) entered into a contract for sale and purchase of the Goods with the Dealer and/or (ii) tendered a Down Payment to the Dealer as part payment of the Goods, the Hirer warrants that the contract for sale and purchase of the Goods is assignable by the Hirer as purchaser thereof to the Owner without the need of the Dealer's consent.

(4) The Owner shall not incur any liability to the Hirer nor shall the Hirer be entitled to rescind this Agreement if the Goods do not correspond to their descriptions as contained in the contract for sale and purchase of the Goods with the Dealer.

(5) The Owner shall not be obliged to provide the Hirer with any replacement goods (nor to repair the same) if the Goods are lost, damaged, confiscated, seized or otherwise appropriated or rendered unfit for whether temporarily or permanently. The Owner shall use reasonable efforts to obtain for the Hirer the benefit of the Dealer's or manufacturer's guarantees and warranties (if any) given in favour of the Owner (but shall not be obliged to take any action or proceedings) in its own name in respect thereof.

(6) No liability shall attach to the Owner either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Goods, whether such defect be latent or apparent on examination, and the Owner shall not be liable to indemnify the Hirer in respect of any claims made against the Hirer by a third party for any such loss, injury or damage.

(7) The Hirer hereby declares that the Dealer is acting as his agent in all respects regarding this Agreement and accordingly, no Dealer through whom this Agreement was negotiated or by whom the Goods were supplied or any person in the employ of Dealer is or is to be deemed the Owner's agent or acting on the Owner's behalf for any purpose and no liability is to be attached to the Owner for any conditions, warranties or representations oral or written made by such Dealer or person in the employ of such Dealer.

(8) Any liability the Owner might otherwise incur and any right or immunity the Hirer might otherwise possess in respect of any conditions warranties or representations relating to the condition for the Goods or to their merchantable quality or suitability or fitness for the particular or any purpose for which they are or may be required whether such conditions warranties or representations are express or implied and whether arising under this Agreement or under any prior or collateral agreement or in oral or written statements made by or on behalf of any person in the course of negotiations in which the Hirer or his representative may have been concerned prior to this Agreement are hereby excluded.

7. **HIRER'S OBLIGATIONS**

During the continuance of this Agreement, the Hirer shall in addition and without prejudice to its obligations under the Terms and Conditions:

(1) punctually pay all Hire Rents and all other sums due under this Agreement (time being of the essence) notwithstanding that no demand thereof shall have been made by the Owner;

(2) pay all Overdue Interest due under this Agreement with or without demand by the Owner;

(3) pay all Default Interest due under this Agreement with or without demand by the Owner;

(4) keep the Goods in good and serviceable repair and condition and replace all missing damaged or broken parts with parts of equal quality and value and in default of so doing permit the Owner to take possession of the Goods for the purpose of having repairs carried out and repay to the Owner the full cost of such repairs. The Owner shall have a lien on the Goods until such repayment but exercise of such lien shall not prevent the accrual of Hire Rent hereunder;

(5) punctually pay all registration charges (including any further charge required after signature hereof in respect of fees included in the calculation in Part II Schedule 3) licence fees, rents, rates, taxes, fines and penalties (imposed by the Government or otherwise) and other outgoings payable in respect of the Goods or the use thereof or in respect of any premises in which the Goods may from time to time be placed or kept and produce to the Owner on demand the last receipts for all such payment, and in the event of the Hirer making default in payment under this sub-clause the Owner shall be at liberty to make all or any such payments and to recover the amount thereof from the Hirer forthwith together with Overdue Interest and/or Default Interest from the date of demand therefor;

(6) permit the Owner, its servants or agents and any person authorised by the Owner at all reasonable times to enter upon the premises in which the Goods are for the time being placed or kept for the purpose of inspecting and examining the condition of the Goods;

(7) keep the Goods at all times in the Hirer's actual possession and control and properly housed, sheltered and protected wherever they may be, and not remove the same away from Hong Kong unless obtaining official permit(s) issued by the relevant Government authorities and/or prior approval given by the Owner in writing, and undertakes to maintain the Goods at such location as appear in the record of the Owner or otherwise the Owner may direct from time to time and shall not move the Goods to a different location outside Hong Kong unless obtaining official permit(s) issued by the relevant Government authorities and/or prior written consent of the Owner;

(8) on demand by the Owner provide it with such particulars material to the Hirer's financial status and to the situation, state and condition of the Goods as the Owner may reasonably require;

(9) notify the Owner as soon as possible of any difficulty in repaying the loan (or any part thereof) or in meeting any payment to the Owner arising from the loan or otherwise pursuant to this Agreement;

(10) notify the Owner forthwith of any change in the Hirer's address and upon request by the Owner promptly inform the Owner of the whereabouts of the Goods;

(11) in the case of the Hirer being a sole proprietor, a partnership or a corporation, obtain the Owner's written consent prior to any changes of ownership of the Hirer;

(12) indemnify the Owner and keep the Owner effectually indemnified, if necessary by payment in cash on demand, from and against all losses, damages, costs, charges, expenses and liabilities which may be suffered sustained or incurred by the Owner and all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken, made or threatened against the Owner or which may arise directly or indirectly by reason of the Owner entering in this Agreement or becoming the Owner of the Goods or by reason of the operation of this Agreement or the enforcement by the Owner of any of its rights and remedies herein or by reason of the termination or early termination of this Agreement or by reason of the transport of the Goods from or to, or their installation or presence in or upon, any place, or their use or misuse, whether or not due to any act or omission of the Hirer save insofar as the same may occur as a result of the negligence or willful default of the Owner;

1. 譯義

除文意另有所指外，下列各用語有以下涵義-

- “合約” 指本租購合約；
- “現沽價餘款” 指表(三)第二部份內總現沽價減首期付款之金額；
- “租購價格餘款” 指表(三)第二部份內現沽價餘款加財務費用之總和金額；
- “銀行集團” 指華僑銀行 (香港) 有限公司之母公司、其香港附屬公司、聯營公司及此等公司之繼承人及受讓人；
- “工作日” 指貨主在香港向公眾正常開放營業的日子，但不包括星期六；
- “開始日期” 指由貨主提供予租購人之還款預計表中列明之日期；
- “銷售商” 指於表(二)列明之貨品銷售商/供應商；
- “違約利息” 指租購人在其違約時須就任何逾期租購費用及其他在本合約內需繳付之金額繳付由有關付款日期或到期日至實際付款當天之利息，該利息以表(四)列明之違約利率計算且按日累積(不論法庭命令發出前或發出後)；
- “首期付款” 指於表(三)第二部份列明租購人已繳付之首期付款或換車/機價；
- “財務費用” 指租購人在租購時期內需繳付之利息總額，以固定利率計算，已於表(三)第二部份列明；6.
- “固定利率” 指於表(三)第二部份列明之固定利率；
- “貨品” 指於表(三)第一部份列明之貨品，並按內容需要，指每一件貨品或貨品之任何一部份或所有取代品、附加品、附著品、改良品或代替品，以及任何與該貨品有關之書藉，記錄，手冊或其他文件(除有關貨品擁有權之文件外)；
- “擔保人” 指已就租購人在本合約上責任之履行簽署擔保書之個人或公司機構 (按情況而定)，如多於一人，該兩名或以上的擔保人則分別負上共同及各別之法律責任以擔保租購人履行本合約內之所有條款；
- “租購申請表” 指租購人於簽署本合約前填寫由貨主提供之租購申請表；
- “租購費用” 指租購人每期需繳付之金額，已於表(三)第三部份列明；
- “租購人” 指於表(一)列明之租購人或公司機構(如適用)，如多於一人，該兩名或以上的租購人則分別負上共同及各別之法律責任；
- “租購時期” 指於表(三)第三部份清楚列明之租購時期；
- “香港” 指中華人民共和國香港特別行政區；
- “利息時期” 指由一付款日期(包括該日期)至下一付款日期(不包括該日期)，第一期利息時期則由開始日期(包括該日期)至下一付款日期(不包括該日期)計算；
- “選購權” 指根據本合約第(十五)條，貨主所給予租購人選購貨品之權利；
- “選購權費用” 指於表(三)第二部份列明之選購權費用；
- “逾期利息” 指租購人須就任何逾期租購費用及其他在本合約內需繳付之金額繳付由有關付款日期或到期日至實際付款當天之利息，該利息以表(四)列明之逾期利率計算，該利息將按日累計且包括任何判決之前及之後累算的利息；
- “貨主” 或“銀行”指華僑銀行 (香港) 有限公司；
- “付款日期” 指由貨主提供予租購人之還款預計表中列明之付款日期；
- “最優惠利率” 指貨主在有關利息時期內不時公佈之其現行港元最優惠貸款利率；
- “還款戶口” 指由租購人指定用於繳付還款的華僑銀行儲蓄存款帳戶；
- “合約條款” 指本合約之合約條款及章則；及
- “總現沽價” 指貨品現沽價及其他費用(包括但不限於附件、保險費用及註冊費用)之總和，減任何折扣優惠，已於表(三)第二部份列明。

2. 貨品之擁有權

(1) 不論銷售商所簽發之有關發票上購貨人為貨主或是租購人，及即使在貨主購入貨品時，租購人向銷售商支付任何首期付款(此首期付款須視為租購人到期應付予貨主之款項及為租購人代表支付給銷售 7. 商)，租購人承認並確認在行使本合約之選購權前或在得到貨主書面同意前，貨品全為貨主所擁有。租購人只為受託保管人，享有貨品之管有權。

(2) 租購人不得影響或損害貨主之擁有權，並承諾會以其所需之途徑維護貨主之擁有權。在不影響一般性之原則下，租購人不得轉讓、抵押或以其他交易方式處置本合約或處置關於貨品之管有與售賣；或引致/允許引致貨品被質押、抵押、押記或扣留(除法定扣留)或分租或企圖或允許或宣稱或試圖作出上述任何之事宜；並需在有關情況下向任何第三者表明貨品為貨主所擁有。

(3) 如租購人已繳付所有需繳付之金額(包括但不限於首期付款及所有租購費用)，並完全地履行及遵守所有本合約之合約條款；租購人便有權行使根據合約條款第(十五)條之選購權購買貨品。行使選購權後，租購人為貨品之擁有人，而貨主則需在租購人之要求下把貨品轉讓給租購人，開支由租購人支付。

3. 租購費用及其他金額之付款

(1) 儘管本合約另有規定，若根據本合約，租購人須於某日期繳付任何款項，而該付款日期並非工作日，該有關款項則須於緊接該付款日期之下一個工作日繳付；若緊接該付款日期之下一個工作日將落於下一個公曆月，有關款項則須於緊接該還款日之前一個工作日繳付；若某公曆月中並無符合該還款日之日子，則有關款項須於該付款日期原屬之公曆月之最後一個工作日繳付。

(2) 倘若租購人須支付之租購費用由於上述第(三)條第一節所作出之調整而有變動，貨主可按其絕對酌情權對須支付之款項作出相應之調整，以反映上述租購費用之變動。

(3) 所有應付予貨主之款項，須以貨主指定之方法及地點繳交。此等款項必須在貨主收到之後，始能視作已被清付，經郵政寄出之付款，如有遲誤，均由租購人自行負責。

(4) 租購人確認，貨主就一份租購合約中所述貨品之供應或就一份租購合約支付佣金或收取佣金是在租購行業中之一項慣例。租購人在此同意及明確地允許貨主支付或收取有關貨品或本合約之佣金(包括但不限於支付租購人之代理人)，而且同意任何這類支付款額可以在租購費用中反映出來。貨主沒有責任向租購人說明收到之任何佣金款額。

(5) 經貨主授權之人士所簽署之證明書，若提及租購人(按本合約規定)在該證明書發出當日須向貨主清付之款項，該證明書則為貨主須清付款項之表面證據。

(6) 貨主可按不時以其絕對酌情權決定之先後次序運用所有租購人根據本合約繳付之租購費用及所有其他在本合約內需繳付之金額。

4. 還款安排 (只適用於個人客戶)

(1) 租購人須於本行開立還款戶口，並用於償還貸款。

(2) 租購人同意以自動轉帳形式從租購人於租購合約所述之銀行戶口繳付還款，在未清還租購人於租購合約欠本行之所有欠款或未獲得本行同意之前，租購人不得作任何更改還款安排。

(3) 租購人不可撤銷地授權本行直接從租購人於租購合約所述之還款戶口中扣除每月還款額及申請表或租購合約、本條款及章則及其他適用於貸款的條款及章則訂明之一切有關收費、費用、開支及其他債務。逾期還款、支付收費、費用、開支或其他債務將被收取利息，該有關利息均以表(四)列明之違約利率或逾期利率計算。

(4) 租購人同意若租購人取消指定還款戶口，則須安排另一合適戶口取代。

5. 貨品之取得及接受

(1) 貨品是租購人從銷售商選取並要求貨主向銷售商購買，作用為將貨品出租給租購人。租購人認為貨品適合所有其所需之用途，並接受認可貨品設計、規格及引述及接受貨品之全部責任。貨主並不會就沒有履行或不適當地履行任何供應貨品之合約或就貨品之品質、性能或安全性及所有有關事宜負上任何責任。租購人應確保貨主不受上述之損害，並相應地對有關損害作出有效的彌償。

(2) 如在本合約首段所示之日期後，貨品之現沽價因按照供應貨品之合約而有所增加，貨主可按其絕對酌情權，以書面通知租購人，要求租購人立刻繳付有關之增加金額(如需要，以現金支付)；或對租購費用加以調整以反映有關之增加金額。

(3) 不論租購人有否檢查及/或收取貨品，本合約在貨品可以被檢查及/或收取後及在貨主或銷售商已知會租購人可於其提供之日期進行檢查及/或收取貨品後，為有效及具約束力。

(4) 租購人有責任於銷售商提供或租購人與銷售商同意之日期自行檢驗及/或收取貨品。倘若租購人沒有自行檢驗及/或收取貨品，即作違約行為論，貨主可按本合約附予之權利向租購人採取行動。

(5) 租購人對貨品之茲收應為證明租購人已檢驗貨品及滿意貨品之引述，品質及狀態及認為貨品適合所有其所需之用途之不可推翻之證據。

保證及免責條款

(1) 本合約之簽訂是基於租購人保證：(a)本合約項下之交易就貨主而言並非：(i)銀行業條例第八十三條所禁止之融通，(ii)公司條例第一百六十一 B 條所指之有關交易，或(iii)香港聯合交易所有限公司證券上市規則第十四 A 章所指之關連交易；及(b)就前述任何條例或規則而言，租購人與貨主或其任何附屬公司之任何董事、行政總裁或主要股東在任何方面均無任何關係、關連或聯繫，且租購人承諾，倘若於本合約簽訂之後任何下述之保證不再準確，租購人定當即時以書面通知貨主。

(2) 租購人向貨主保證、陳述及承諾就簽訂本合約及根據本合約擬進行之交易，租購人沒有也不會違反或讓貨主違反，任何法律或法規，包括但不限於任何貿易、經濟或金融制裁、禁運或限制措施或不時所頒布、強加、管理或執行的相關法律或法規，不論在香港或任何其他國家。該等陳述、保證及承諾被視為由租購人以符合本合約下有任何欠款的期間的事實而作出。

(3) 如在租購人簽署本合約前，(i)租購人就買賣貨品與銷售商訂下合約及/或(ii)已繳付首期付款予銷售商；租購人保證在不需要銷售商同意下，能夠以買家身份轉讓其與銷售商訂下之合約；如該合約需要銷售商之同意，租購人保證已獲取有關銷售商之同意，有關銷售商亦已知悉已繳付之首期付款乃是租購人代貨主所支付。

(4) 如貨主送交租購人之貨品與租購人就買賣貨品與銷售商訂下之合約所述者不符，貨主無須負擔任何責任，租購人亦不得以此取消本合約。

(5) 若貨品被丟失、損壞、充公、扣押或以其他方式導致貨品暫時性或永久性不適合其所需之用途，貨主並無責任向租購人提供任何代替品(或修理該貨品)。貨主應合理地嘗試，為租購人之利益，向銷售商取得擔保及保證(但並無責任作任何行動或訴訟)。

(6) 租購人倘若由於貨品有缺點(不論顯著或隱藏)而引致損失或損傷，不論在合約上或法律上，貨主均無須負責；如有第三者因此而向租購人提出損失或損傷之索償，貨主亦無補償租購人之責任。

(7) 租購人於此聲明銷售商或其僱用之人士就所有與本合約有關方面均為租購人之代表或代辦。因此任何協助訂立本合約或供應貨品之代理商、銷售商或其僱用之人士，均不能就任何目的被視作貨主之代表或代辦。貨主不需就此等代理商、銷售商或其僱用人士所給予之任何條件、保證或所作之陳述(不論書面或口頭上)負責。

(8) 關於貨品狀態，或貨品在銷售方面，是否符合所需之特定用途，或關於其他用途方面之狀態所作之任何條件，保證或陳述，不論是明文規定或默認，亦不論是否因本合約，或前已訂立之其他契約或附帶契約而產生，或由任何人在交易談判中以口頭或書面提出，若乃為租購人或其代表於簽訂本合約前就該項交易而談及者，則此等條件、保證或陳述所加於貨主之任何責任及賦予租購人之任何權利或豁免，一概於此免除。

租購人之責任

本合約繼續生效期間，在不影響租購人在本合約之責任下及在本合約內所提及之責任之上，租購人須：

(1) 依期清付所有租購費用及本合約內所有須繳付之金額，時間為本條款之主要元素，無須貨主催收；

(2) 付予貨主任何逾期利息，不論貨主有否催收；

(3) 付予貨主任何違約利息，不論貨主有否催收；

(4) 保存貨品之良好適用狀態，任何遺失或損毀之部份，均須以同等品質及價值之配件替換，否則須由貨主收回貨品修理，並由租購人負責歸還貨主全部修理費用。在未付清該項費用之前，貨主有權扣留貨品，以作修理貨品之用，扣留期內租購人仍須負責清繳各項有關費用。貨主可拘押貨品，直至有關費用繳清為止，但此等拘押並不影響租購費用之累積計算；

(5) 依期繳交一切登記費用，牌照費用、租金、稅項、香港特別行政區政府或其他機構要求對貨品之罰款及其他應繳付費用，不論與貨品有關，或與其貨品之使用有關，或與貨品存設地點有關(包括簽署本合約後及按表(三)第二部份計算之所需繳付費用)，並隨時向貨主交出此等付款之最近收據，否則貨主有權代租購人清付此等費用，除向租購人收回代支款項之外，貨主並可加收逾期利/或違約利息；

(6) 准許貨主、其僱員、代理人或其授權人在任何合理時間內進入貨品存放地點，以便查驗貨品之狀態；

(7) 不論何時，均須保有貨品及其實質控制及管有權，將貨品適當地存放、遮蔽及保護，(除獲得相關政府機關發出的正式許可及/或經貨主書面同意者外)不得將貨品運出香港，並保證只存取貨品於貨主記錄文件內列明之或貨主指示之其他場地，並同意不會在沒有獲得相關政府機關發出的正式許可及/或得到貨主書面同意前移動貨品至香港以外的另一場地；

(8) 應貨主合理要求下，提供有關能夠顯示租購人財政狀況或貨品狀況與狀態之詳細資料；

(9) 倘若租購人在償還貸款(或其他任何部份)方面有任何困難或未能依據本合約而付予貨主任何款項，盡快通知貨主；

(10) 更改地址時即時通知貨主，並在貨主查詢時即時告知貨品所在地點；

(11) 倘若租購人為商業機構，在任何租購人公司擁有權或合夥人之轉讓前，獲得貨主之書面同意；

(12) 有效地彌償貨主(如需要，應貨主要求下以現金支付)一切貨主所可能承受之損失、損毀、收費、費用、開支及責任，並有效地彌償貨主(除貨主故意失責或疏忽以外)因訂立本合約或成為貨品之擁有人或按照本合約之條款下履行本合約所賦予之權利及補償或以任何理由終止或提前終止本合約或貨物之運送或安裝或其存在於任何地方或其運用或濫用，而直接或間接地引致(不論是否租購人之行徑或懈怠所引致)或使貨主有危險遭受到之法律行動、訴訟、法律程序、索償或要求(不論任何性質)；

(13) punctually pay for all work done to the Goods and for spare parts and accessories thereto and keep the Goods free from any distress execution or other legal process and pay all fines and penalties imposed at any time with respect to the Goods before or (until the Hirer redelivers the Goods to the Owner) after termination of this Agreement;

(14) obtain all necessary licences permits and permissions for the use of the Goods and not use the Goods or permit the same to be used contrary to any law or any regulation or bylaw for the time being in force and keep the Goods in condition (if any) required by law and comply with all legislation affecting the same whether presently in force or subsequently enacted;

(15) lodge with the Owner all documents of the title (whether original duplicate or counterpart thereof) relating to the Goods, including but not limited to (where the Goods being a vehicle) vehicle registration document signed by the Hirer, other registration document, invoice, bill of lading and documents of similar nature whenever required by the Owner together with a transfer of ownership form signed by the Hirer undated and with the transferee's name left blank and the Hirer hereby authorizes the Owner as its agent to complete such form on its behalf;

(16) pay the Owner on demand all reasonable amount of expenses (including without limitation legal costs and expenses on a full indemnity basis and/or commissions for debt collection agencies) reasonably incurred by or on behalf of the Owner in ascertaining the whereabouts of, taking possession of, preserving, insuring and storing the Goods and in putting the same in good order and repair and disposing of the Goods and of any legal proceedings taken by or on behalf of the Owner to enforce the provisions of this Agreement together with Overdue Interest and/or Default Interest as aforesaid;

(17) not apply or by any means howsoever obtain any copy or duplicate or counterpart of any documents of title relating to the Goods, including but not limited to vehicle registration document, other registration document, invoice, bill of lading, insurance policy and documents of similar nature without having first obtained the prior written consent of the Owner provided that in giving such consent, the Owner may impose such condition or conditions as the Owner in its absolute discretion may consider appropriate and any breach of such conditions so imposed by the Owner shall be a breach of this Agreement;

(18) not sell assign let pledge mortgage charge incumber or part with possession of or otherwise deal with the Goods or any interest therein or in this Agreement or the Option to Purchase herein contained or create or allow to be created any lien on the Goods whether for repairs or otherwise and in the event of any breach of this sub-clause by the Hirer the Owner shall be entitled (but shall not be bound) to pay to any such third party such sum as is necessary to procure the release of the Goods from any charge incumbrance or lien and shall further be entitled to recover such sum from the Hirer forthwith together with Overdue Interest and/or Default Interest as aforesaid;

(19) not use the Goods or permit them to be used for any purpose for which they are not designed or for which they are not reasonably suitable nor, if the Goods comprise a motor vehicle, use the same or permit the same to be used for racing or in any rally, trial or competition or permit the same to be used by a learner driver or for the purpose of instruction unless the prior approval of the insurers has been given in a form acceptable to the Owner; and

(20) follow the manufacturer's recommendations (if any) as to servicing and maintenance of the Goods, use only those spares and accessories recommended or approved by the manufacturer, keep the Goods (if a vehicle) properly garaged and not permit any person other than the manufacturer or persons approved by the manufacturer or by the Owner to make any alteration, addition, adjustment or repair to the Goods.

8. **INSTALLATION OF GOODS**

(1) Subject as hereinafter provided, the Hirer shall not without the Owner's prior written consent affix the Goods to any land or buildings such that the Goods are not capable of being removed without material injury to the said land or building or otherwise in a manner that they are or may become fixtures.

(2) If the Goods require to be installed or erected in or upon or in any way attached to any premises, the Hirer shall obtain such waivers from the landlord and any mortgagee or chargee of the premises before the Goods are so installed or erected as the Owner may require; and on demand deliver them to the Owner forthwith.

(3) Where the Goods are installed or erected in or upon or are in any way attached to premises with prior written consent of the Owner, the Hirer shall not without the prior written consent of the Owner create any mortgage, charge or other encumbrance (legal or equitable) upon such premises or sell, let otherwise dispose of the premises. Any written consent given by the Owner in this sub-clause shall in each and every case be deemed to be given subject to an express condition precedent that the Hirer shall procure that such subsequent mortgage, charge or other encumbrances shall contain on the part of the mortgagee or other person entitled to the benefit thereof a declaration that so long as the Goods remain the property of the Owner the mortgagee or such person as aforesaid shall neither have nor acquire any right whatsoever in respect thereof notwithstanding that the Goods may be or become of the nature of a fixture.

(4) Further, any consent under this Clause 8 shall be subject to such conditions as the Owner may reasonably require and in any event deemed subject to a requirement that the Owner's right to enter and re-possess the Goods and if appropriate to sever them from the premises shall not be prejudiced.

(5) As between the Hirer and the Owner, the Hirer shall be responsible for any expenses arising from the affixing of the Goods to any land or building or from the removal by the Hirer or the Owner of the Goods from such land or building (including in either case any damage to such land or building or the Goods) and the Hirer shall effectually indemnify the Owner against any claim made against it in respect thereof.

9. **LABELLING OF THE GOODS**

(1) The Owner may in relation to any Goods at its absolute discretion identify the same as the property of the Owner by appropriate inscription thereon or by placing a nameplate thereon (with the Owner's name and such other information as it considers relevant) in a conspicuous place on the Goods.

(2) In the event that the Owner instructs the Hirer to affix labels, plates or other markings on the Goods stating that the Goods are owned by the Owner, the Hirer shall at its own cost and expense follow and implement such instructions forthwith (whether if required pursuant to Clause 9(1) above, or otherwise).

(3) During the continuance of the hiring pursuant to this Agreement, the Hirer shall not remove, change or interfere with any nameplate, identification number, trade mark or any other identification mark (whether if required pursuant to Clause 9(1) above, or otherwise) affixed on, or attached to, the Goods or any part thereof.

10. **INSURANCE**

(1) The Hirer shall immediately after the signing of this Agreement insure the Goods and keep the same insured (without prejudice to or without affecting any of the Hirer's liabilities to the Owner hereunder) during the continuance of this Agreement against loss or damage by accident fire, theft and other risks usually covered by insurance for such type of Goods and required and applicable for use of such type of Goods in or outside Hong Kong and where applicable, for the type of business for which the Goods are for the time being used in an amount at least equal to the Total Cash Price of the Goods or such higher or lower value as the Owner may from time to time stipulate by notice to the Hirer with an insurance company to be approved by the Owner under a comprehensive policy of insurance or such other policy or policies of insurance as the Owner may approve free from restriction or excess (save insofar as the same may be acceptable to and approved by the Owner) and suitably indorsed with the Owner's interest and stating that no payment is to be made to the Hirer under the said policy or policies until the Owner's interest has been discharged and in default of the Hirer so doing the Owner may insure as aforesaid and recover the cost thereof from the Hirer forthwith together with Overdue Interest and/or Default Interest as aforesaid. If the insurance company ceases to carry on all or a major part of its business the Owner may require the Hirer to insure with another insurance company approved by it.

(2) The Hirer shall lodge with the Owner the said policy or policies of insurance (including any certificate of insurance) when required and punctually pay all premiums payable thereunder and produce the receipts for such payments (initial and renewal) to the Owner on demand and do everything necessary to maintain the said policy or policies in full effect and not do anything whereby the said policy or policies will or may be vitiated.

(3) Nothing herein including the stipulation of the minimum insurance value of the Goods in the above Clause 10(1) and the approval of the insurance company by the Owner shall be or be deemed a warranty or representation by the Owner that such insurance will be sufficient or constitutes a commendation by the Owner of such insurer.

(4) The Hirer agrees that the Owner is entitled to the benefit of any insurance policy relating to the Goods and hereby irrevocably appoints the Owner as his authorized agent for the purpose of receiving all moneys payable under the said policy or policies (including any rebate of premium) and recovering compromising or otherwise negotiating any claim for loss or damage or return of premiums and to give effectual release discharge or receipt for the same on behalf of the Hirer. The Hirer further agrees that payment of compensation under the said policy(ies) shall not be made to the Hirer but shall be made directly to the Owner as his agent without the need to obtain the Hirer's prior consent; and the Hirer hereby irrevocably authorizes the insurer(s) to issue cheques in the name of the Owner for any payments made pursuant to or in relation to the said policy(ies). The Owner shall not be liable to the Hirer in contract or in tort or in any other manner whatsoever and the Hirer shall fully and effectually indemnify the Owner against any loss and damage which the Owner has suffered by being or acting in the capacity of the Hirer's agent under this Clause 10(4).

(5) If any of the Goods shall be damaged during the continuance of this Agreement and in the opinion of insurers it is economic that such damage be made good all insurance moneys payable under the said policy or policies of insurance shall be applied in making good the said damage.

(6) If any of the Goods shall be lost stolen destroyed or damaged to such an extent as to be in the opinion of the insurers incapable of economic repair the insurance moneys payable under the said policy or policies of insurance shall be applied in the order following, that is to say:-

(a) in paying to the Owner the outstanding amount of the Balance of Hire together with any interest and/or sums payable by the Hirer under this Agreement; and

(b) in paying any surplus to the Hirer.

(7) If after the payment of the said insurance moneys to the Owner under the said policy or policies of insurance, any part of the Balance of Hire together with any interest and/or sums payable by the Hirer under this Agreement remains unpaid the same shall forthwith become payable to the Owner by the Hirer. Upon such payment this Agreement shall immediately come to an end and subject to any rights of the insurers therein the title of the Goods shall vest in the Hirer. Subject as aforesaid the loss, theft or destruction of or damage to the Goods shall not discharge this Agreement or affect the Hirer's liability for payment of any sums payable hereunder.

(8) The Hirer shall not take out any other insurance in respect of the Goods save with the prior written consent of the Owner. If the Owner agrees to vary, modify or waive any of the provisions for the insurance of the Goods the Hirer shall effectually indemnify the Owner against any loss or cost arising therefrom.

11. **LOSS OR DAMAGE OF THE GOODS**

(1) Where the Goods are lost stolen confiscated destroyed or damaged by the negligence or wrongful act of a third party the Hirer shall immediately notify the Owner thereof and shall not compromise any claim without the prior written consent of the Owner and shall allow the Owner to take over the conduct of any negotiations (except in relation to claims of the Hirer for personal injuries loss of use of the Goods or loss of or damage to the property of Hirer unconnected with the Goods) with insurers or other parties and shall at the Hirer's own expense take such proceedings in the Hirer's sole name or jointly with the Owner as the Owner shall direct, holding all sums recovered (together with any moneys received by the Hirer under any policy or policies of insurance taken out by the Hirer pursuant to the provisions of this Agreement) on trust for the Owner and paying or applying as the Owner directs the whole or such part thereof as is necessary to discharge the Hirer's liability to the Owner hereunder at the date of such payment and to compensate the Owner for the loss theft or destruction of or damage to the Goods any surplus being retainable by the Hirer for his own benefit. The perpetuity period of the trust hereof is 80 years.

(2) The Owner shall deal with any proceeds of insurance and other moneys recovered from the third parties as provided in Clauses 10(6) and (7). Upon such payments, this Agreement shall immediately come to an end and subject to any rights of the Owners therein the title of the Goods shall vest in the Hirer.

(3) Subject as aforesaid, the loss, theft or destruction of, or damage to the Goods shall not discharge this Agreement or affect the Hirer's liability for payment of any sums payable hereunder.

(4) During the continuance of this Agreement, the Hirer shall indemnify and keep the Owner effectually indemnified against loss, theft, confiscation or destruction of or damage to the Goods from whatever cause (whether or not such loss or damage results from the Hirer's negligence or the negligence of any other person whether having use or control or possession of the Goods or not) and if the Goods are a complete loss or so damaged as in the reasonable opinion of the Owner to be unworthy of repair, the Hirer shall (regardless of whether or not any moneys are payable under any insurance policy) pay within seven (7) days of such loss or damage an amount equal to the amount which would have been payable if this Agreement had been terminated by the Hirer when the Goods were so lost etc. and this Agreement shall terminate upon such payment being made but without prejudice to any claims then existing.

12. **EARLY TERMINATION BY THE HIRER**

Provided that the Hirer is not in breach of any Terms and Conditions, the Hirer may at any time before the final instalment of Hire Rent falls due terminate this Agreement by giving the Owner not less than seven (7) days notice; by delivering up the Goods to the Owner at such place as the Owner may prescribe; and by making payment to the Owner of such sums as shall be payable under Clause 14.

13. **TERMINATION ON DEFAULT**

(1) (a) The Owner may terminate this Agreement by notice as specified in Clause 13(1)(b) upon occurrence of any of the following events of default:

(i) if the Hirer makes default in payment of any Hire Rents or any other sums payable hereunder (whether demanded or not), or fail to observe or comply with any of the Terms and Conditions or any agreement or undertaking collateral or supplemental hereto or entered into in anticipation hereof, PROVIDED THAT if such non-observance or non-compliance is in the opinion of the Owner material and is being remediable but is not remedied with seven (7) days of notice requiring remedy thereof being given;

(ii) if any representation or warranty made or implied under the Hire Purchase Application Form and/or this Agreement is incorrect in a material particular;

(iii) if any Guarantor for the time being shall (being an individual) die or commit an act of bankruptcy or have a bankruptcy petition made against him or (being a company) pass a resolution to wind-up (other than for the purpose of amalgamation or reconstruction) or have a winding-up petition made in respect of it or make any arrangement with its creditors generally or if any distress or execution is levied on the Guarantor's property or any judgment against the Guarantor shall remain unsatisfied for more than seven (7) days or is financially unsound in the opinion of the Owner;

(iv) if a civil action, has been threatened or commenced and/or a criminal prosecution has been threatened or made against the Hirer or the Guarantor who has failed to show cause to the Owner to its satisfaction within seven (7) days upon the Owner's written request to do so;

(v) if the Hirer, having instructed his bankers to pay any Hire Rent through the use of a bankers standing order or other such continuing instruction, cancel or cause to be terminated such order or instruction without the prior written consent of the Owner; or

(vi) if in the opinion of the Owner, the Hirer or the Guarantor is likely to encounter financial problems or otherwise not in a position to effectually perform his obligations under this Agreement.

(b) On the occurrence of any event of default as specified in Clause 13(1)(a) above, the Owner shall be entitled to treat this Agreement as repudiated by the Hirer by giving notice to the Hirer (without prejudice to any pre-existing liability the Hirer may have to the Owner), and the hiring hereby constituted shall thereupon for all purposes determine forthwith and thereafter the Hirer shall no longer be in possession of the Goods with the Owner's consent and subject to any pre-existing liabilities of the Hirer hereunder neither party shall have any rights against the other.

(2) (a) This Agreement shall be terminated automatically forthwith without notice upon the occurrence of the following events of default:-

(i) if the Hirer, being an individual, is convicted by the courts of any competent jurisdiction and is detained or remanded in custody, or has absconded, gone missing or become incapacitated through illnesses or accidents, or dies, or has bankruptcy petition presented against him, or has a bankruptcy order made against him;

(ii) if the Hirer, being a company, passes a resolution to wind-up (other than for the purpose of amalgamation or reconstruction), or has a petition for its winding up presented against it;

(iii) if the Hirer makes any arrangement with the Hirer's creditors generally or any assignment for the benefit of the Hirer's creditors such as calling a creditors' meeting within the meaning of the Companies Ordinance (Cap. 32);

(iv) if distress or execution shall be levied or threatened upon any of the Hirer's property or any judgment against the Hirer shall remain unsatisfied for more than seven (7) days;

(v) if the Hirer abandons the Goods or does or allow to be done any act or thing which in the opinion of the Owner may jeopardize the Owner's rights, title and interest in or of the Goods or the value of the Goods;

(vi) if the Goods is detained or becomes a subject of a restraint order in any criminal proceedings in or outside Hong Kong which the Hirer may or may not be a party thereto or any execution, distress or other process shall be levied on or threatened against the Goods;

(vii) if an event of default occurs entitling the Owner or Bank Group to terminate with the Hirer or the Guarantor any other finance facilities (including without limitation other hire purchase agreements, lease agreements, loan agreements, overdraft, letter of credits) made between them and the Hirer or the Guarantor (whether such other agreements were entered into before or after the Commencement Date); or

(viii) if the Owner considers or suspects (whose decision shall be final, conclusive and binding on the Hirer that any warranty representation or undertaking made by the Hirer is or has become untrue, incorrect, incomplete or misleading.

(b) On the occurrence of any event of default as specified in Clause 13(2)(a) above, this Agreement shall terminate automatically immediately and without notice and the Hirer shall cease to be in possession of the Goods with the Owner's consent and subject to any pre-existing liabilities of the Hirer hereunder neither party shall have any rights against the other.

(c) Payment subsequently accepted by the Owner without knowledge of automatic termination of this Agreement shall not in any way prejudice or affect the operation of this sub-clause.

(3) It is hereby agreed and declared that where the Hirer has concurrently signed this Agreement and any other commitment with the Owner and/or Bank Group under one or more other agreements whether entered into before or after the signing of this Agreement by the Hirer, any breach of one agreement shall be construed as breach of the other or others and if deemed necessary to protect its interests the Owner shall be entitled to terminate the hiring of the same forthwith and to offset one against the other.

14. **EFFECT OF TERMINATION**

(1) Upon the termination of this Agreement pursuant to Clauses 12 or 13, the Hirer shall upon request by the Owner either deliver up the Goods to the Owner at such date and address in Hong Kong as the Owner shall specify or hold the same for collection by the Owner or its servants or agents. The Owner may without notice retake possession of the Goods and for that purpose, the Owner, his servants or agents shall be entitled to enter upon any land or premises on or in which the Goods are or are believed by the Owner to be situated and the Hirer shall be liable for any damage caused and indemnify the Owner in respect of any claims resulting therefrom. The Hirer shall upon such termination return immediately to the Owner all registration documents, certificates, policies, certificates of insurance and licences relating to the Goods.

(13) 立即清付貨品之修理及零件或配件各項費用，並保障貨品免受扣押或牽涉其他法律訴訟，並繳付所有在簽署本合約前或後所要求對貨品之罰款，直至租購人把貨品交還予貨主；
(14) 領取使用貨品之一切必須執照及許可證，且不得違反任何現行法律或規模或規定而使用或允許他人使用貨品，並保持貨品於簽署本合約時或之後所現行之法律規定狀態；
(15) 於貨主提出要求時，將所有有關於貨品權益之任何文件(不論是正本、副本或複製本)包括但不限於租購人簽署之汽車牌照，其他牌照登記之文件、貨單、提貨單及其他同樣性質之文件等，與及一份租購人簽署但沒有註明日期之轉讓擁有權表格，交由貨主保管，並於此授權貨主以租購人代理人之身份代租購人把該表格填寫完成；
(16) 於貨主要求時，按逾期和/或違約利息之利率完全彌償貨主其本人或委託人就調查貨品所在地、收回貨品、保養貨品、為貨品投購保險、存放貨品、修飾、維修及處置貨品、以及執行本合約各項條款而進行之法律訴訟所引致之一切合理金額及費用 (包括但不限於律師費用及支出)；
(17) 在未獲得貨主事前書面同意前，不得以任何形式或方法申請或獲得有關貨品權益之任何文件、貨單、提貨單及其他同樣性質之文件等(不論是正本、副本或複製本)，包括但不限於汽車牌照、其他牌照登記之文件、貨單、提貨單、保單或其他同樣性質之文件等。假若貨主給予該同意書，貨主有絕對權附加及制訂其認為適當之額外條款及條件。如租購人不履行任何由貨主附加及制訂之該等額外條款，則被視作違反此合約論；
(18) 不得出售、轉讓、抵押、按揭、捨棄、或以其他交易方式處置貨品或有關貨品權益或貨品選購權之合約條款，亦不得因修理或其他原因而引致貨品被扣留。租購人如有違反本條款者，貨主有權(但無必要責任)向有關之第三者繳付所需款項，以解除對貨品之扣留權，並得向租購人收回該等款項及有關逾期和/或違約利息；
(19) 不得為貨品原定使用範圍以外之任何用途或為任何不適宜之用途使用或允許他人使用貨品，如果貨品是汽車，不得用於或允許他人用於賽車，越野賽車或其他比賽，不得允許別人為了學習駕車或教授駕車而使用貨品(除非保險公司已按照貨主所能接受的形式給予預先批准外)；及
(20) 遵照生產商就貨品服務與維修之建議(如有)，只採用生產商所建議或認證之零件或配件。如果貨品是汽車，把貨品適當地修理，除生產商或生產商認證之人以外，不得允許任何人對貨品進行改裝、加建、變動或修理。

8. 貨品之安裝
(1) 在不抵觸下述之條款下，租購人不得在得到貨主預先書面同意前將貨品固定裝設在任何土地或建築物，及引致貨品不能在沒有重大損害下被移除或變成土地或建築物之固定裝置。
(2) 如貨品需要被安裝或設立在或以其他方式固定於任何場地，租購人須應貨主要求下，在安裝或設立前向有關業主或承按人或承押記人取得表示放棄扣押貨品權利之聲明，並應貨主要求下立刻把有關聲明送抵貨主。
(3) 如貨主並未作出書面同意，但租購人卻把貨品安裝或設立在或以其他方式固定於任何場地，租購人則不得在沒有貨主預先書面同意下以該場地作按揭，拘押或其他抵押(不論是法律上或平衡法上)或出售、出租或以其他方式放棄該場地之物業權。任何貨主發出之書面同意，將被認為附有明示前提條件，內容為租購人應促使在該按揭，拘押或其他抵押文件內加有對承押人或其他受益人之聲明，聲明在貨主保有貨品擁有權之期間內，即使貨品屬固定裝置性質，承押人等將不能取得與貨品有關之任何權利。
(4) 此外，任何根據本合約條款第(八)條所發出之同意均需受限於任何貨主提出之合理要求，並在任何情況下，視為不會影響貨主進入貨品存放地點及收回貨品及將貨品分隔(如適合)之權利。
(5) 任何在土地或建築物上安裝貨品或由租購人或貨主從該土地或建築物收回貨品所引致之費用開支，須由租購人支付，租購人應有效地彌補貨主任何就上述所作出之索償。

9. 貨品之標記
(1) 貨主可運用其絕對酌情權於貨品之顯著位置上刻上合適之碑文或附加一個牌子(印有貨主名稱及貨主認為有關之其他資料)，以註明貨主對貨品之擁有權。
(2) 若貨主要求租購人在貨品上固定商標，名牌或其他任何標誌符號，以註明貨主對貨品擁有權，租購人應立刻遵照及履行貨主之有關指示，並有責任支付其有關費用及開支(不論是否根據上列第(九)條第(一)節而設者)。
(3) 本合約繼續生效期間，租購人不得拆除、更換或干擾在貨品或其任何部份上附加的任何商標，名牌或其他任何標誌符號(不論是否根據上列第(九)條第(一)節而設者)。

10. 貨品之保險
(1) 租購人須在本合約簽訂後，(在不影響租購人於本合約內之責任下)立即為貨品投購涵蓋貨物在香港內外使用的保險以保障貨品不受意外，火燭，盜竊或其他此類貨品保險或此類貨品用途(如適用)所觸及之損失或損毀。投購金額須相等於貨品之總現沽價或貨主不時以正式通知向租購人定下之較低或較高金額。該保單須向貨主認可之保險公司投購，可為全面保單或經貨主認可之其他保單，不得附有任何特別限制(除貨主接受及同意外)。該保險應註明貨主之權益，並註明在貨主之利益獲得補償前，不得對租購人付出任何款項。如租購人違反本條款，貨主得依照上述方式投購保險，並可向租購人收回全部有關費用以及逾期和/或違約利息。若有關保險公司停止其全部或大部份業務，貨主可要求租購人於另一其認可之保險公司為貨品投購保險。
(2) 租購人須於貨主提出要求時將上述保單(包括所有保險文件)交由貨主保管；依期繳納保險費，應貨主要求時出示收據，並採取一切必要行動以維持保單有效，同時避免任何足以引致保單失效之行為。
(3) 本合約之條款(包括最少投購保險金額之提及與貨主認可之保險公司)並不代表貨主保證或聲明有關保單為足夠或貨主現推薦有關保險公司。
(4) 租購人同意貨主為有關保單之受惠人，並不可撤銷地任命貨主為其授權代表或代辦，使貨主能代表租購人追討或協議或商討賠償，或收回退還保費等事宜，並能代租購人作有效之放行，或解除義務，或發給收據。租購人同意所有按上述保單所支付之金額均可在沒有租購人之同意下直接支付為租購人代表之貨主，不須先支付予租購人。租購人於此不可撤銷地授權保險公司以貨主之台頭簽發任何與上述保單有關之支票。為租購人之代表，貨主無需在任何合約上或民事侵權法上或任何其他形式上負上責任，租購人須完全及有效地彌償貨主任何因成為租購人之代表或代辦而引致之損失。
(5) 若貨品在本合約有效期內受損壞，而保險公司認為修理損壞部份是符合經濟原則，上述保單應付之一切款項，將用於修理損壞部份。
(6) 若貨品被遺失、盜竊或嚴重損毀，而保險公司認為無法作符合經濟原則之修理、上述保單應付之一切款項，應依照下列次序處理：
(a) 未繳付之租購價格餘款(連利息)及/或本合約規定租購人應付之其他款項須付給貨主；
(b) 如有餘款則付予租購人。
(7) 上述保金如不足清付租購價格餘款(連利息)及/或本合約規定租購人應付之其他款項，不足之數應立即由租購人負責清付。所有帳項清結之後，本合約即告終止，在無損於保險公司權益之前題下，貨品亦歸租購人所有。除如上述者外，貨品之遺失，被盜或損毀，均不能使本合約失效，亦不影響本合約規定租購人之債務責任。
(8) 在未獲得貨主書面同意前，租購人不得為貨品投購任何其他保險。若貨主同意變更，修改或放棄保單之任何條款，租購人須有效地彌償貨主任何有關變更，修改或放棄所引致之損失或費用。

11. 貨品之損失及損毀
(1) 貨品倘若由於第三者之過失而被遺失，盜竊，充公或損壞，租購人須立即通知貨主，未經貨主預先書面同意，不得擅自協議賠償，須由貨主與保險公司進行交涉(但有關租購人本身受傷或因不能使用貨品而招致之損失則不在此限)，並依照貨主之指示，以其本人名義或與貨主聯名採取索償步驟，費用由租購人自行負擔，所得賠償款項(連同租購人依照本合約投購保險之賠償)由租購人代貨主保管，但須依照貨主之指示，將全部或部份款項用以結清對貨主之到期債務，並賠償貨主因貨品遺失，被盜或損毀而遭受之損失，如有餘款，則由租購人自行保留。此信託之恆久期為八十年。
(2) 貨主須按本合約之條款第(十)條第(六)及第(七)節運用保險賠償金及其他從第三者索回之賠償。所有帳項清結之後，本合約即告終止，在無損於貨主權益之前題下，貨品亦歸租購人所有。
(3) 本合約或租購人需繳付金額之責任並不會就任何貨品所遭受到之損失，盜竊，充公，損壞或損毀而無效或受影響。
(4) 本合約繼續生效期間，租購人須有效地彌補貨主因任何原因(不論是否因為租購人或其他人之疏忽)導致貨品遭受到之損失，盜竊，充公，損壞或損毀。若貨品受到完全損壞，而貨主認為損壞部份是不值得修理，租購人必須在貨品受到損壞後七天內支付貨主相等於貨品被遺失所需繳付之金額。所有帳項清結之後，本合約即告終止，在無損於貨主權益之前題下，貨品歸租購人所有。

12. 租購人之提前終止
倘若租購人並沒有違反任何本合約之合約條款，租購人可在最後一期租購費用到期前給予貨主最少七日正式通知，要求提前終止本合約。租購人提出提前終止本合約之要求後必須按貨主要求之日期將貨品送抵其指定之地點，並按照第(十四)條付清所有付繳款項及提前終止手續費。

13. 合約之終止及違約行為
(1) (a) 貨主可在下列任何違約行為之發生後，按照本合約之第(十三)條第(一)(b)節發出正式通知，以終止本合約：
(i) 若租購人拖欠租購費用或任何應繳付之金額(不論有否追收)；或沒有遵從或履行本合約內之合約條款或其他附帶或補充承諾(如貨主認為該違反及不履行是嚴重及可以彌補的，但在發出要求彌補正式通知七天內仍未被彌補的時候)；
(ii) 若任何租購申請表或本合約內所提供之陳述或聲明不正確；
(iii) 若在本合約繼續生效期間任何擔保人(為個人身份)死亡或遭受破產或茲受對其提出破產申請或以公司身份通過解散決議(因聯營或改組而自動解散者除外)或茲受對其提出清盤申請或與其債權人有任何安排或其財產遭受到拘押或任何對擔保人發出之法庭命令在發出之七天後仍未被履行或貨主認為擔保人之財務狀況不健全；
(iv) 若租購人或擔保人於貨主書面要求之七天內未能就任何向其提出民事法律訴訟威脅或經已展開的民事法律訴訟；或對其提出刑事起訴威脅或經已提出的刑事起訴提出因由；
(v) 若租購人在沒有貨主預先書面同意下取消或導致取消已委托其銀行繳付租購費用之指示；或
(vi) 若貨主認為租購人或擔保人將面臨財困或將不能履行本合約下之責任。
(b) 在任何第(十三)條第(一)(a)節所提及之違約行為發生以後，貨主有權視租購人已違反本合約，並在不影響任何租購人對貨主已存在之責任下向租購人發出正式通知。發出正式通知後，本合約內所賦予之租購立即終止，此後租購人無權繼續管有貨品，除已存在之責任外，任何一方均對另一方無其他責任。
(2) (a) 本合約在下列任何違約行為之發生後立即自動終止，無須任何通知：-
(i) 若租購人為個人身份被任何有效司法管轄區裁定有罪並被監禁，或已潛逃、失蹤、死亡或因疾病或意外成為無行為能力的人，或遭受對其提出破產申請或對其作出破產命令；
(ii) 若租購人為公司身份通過清盤決議(因合併或改組除外)或被申請清盤；
(iii) 若租購人與其債權人有任何安排或有任何令其債權人得益之轉讓，如按公司條例(第三十二章)舉行之債權人會議；
(iv) 若租購人之財產遭受到拘押或被拘押之威脅；或任何對租購人發出之法庭命令在發出之七天後仍未被履行；
(v) 若租購人捨棄貨品或作出或允許作出任何貨主認為對其就貨品之擁有權、利益或貨品價格有所影響之行為或行徑；
(vi) 若貨品被扣押或於香港或海外之刑事訴訟中成為扣押令之一部份(不論租購人是否為該刑事訴訟之其中一方)或被拘押或威脅；
(vii) 若租購人或擔保人作了任何違約行為而引致貨主或銀行集團有權終止其與租購人或擔保人訂立之財務合約(不論該合約是在開始日期之前或之後訂立)，包括但不限於其他租購合約、租賃合約、貸款協議、透支、信用證；或
(viii) 若貨主認為或懷疑租購人所作出的任何保證、陳述或承諾是或已成為不真實、不正確、不完整或有誤導成份，而貨主的決定將為最終決定，及對租購人有約束力。
(b) 在任何第(十三)條第(二)(a)節所提及之違約行為發生以後，本合約立即自動終止，無須任何通知。此後租購人無權繼續管有貨品，除已存在之責任外，任何一方均對另一方無其他責任。
(c) 本合約條款不會因貨主在不知道本合約已被自動解除下接納款項而對其運作有所影響。
(3) 租購人於此同意及聲明，倘若租購人與貨主同時簽訂本合約及其他合約(不論該合約是在開始日期之前或之後訂立)，而及後租購人違反或不履行任何一份合約之條款，該違反或不履行便會視為租購人違反或沒有履行所有其本人或公司與貨主之間之合約(包括本合約)。貨主在認為有必要時，可立即終止租購及互相抵銷所有合約之債務責任，以保障其利益。

14. 合約終止之安排
(1) 本合約在上述第(十二)或第(十三)條所述情況下終止時，租購人須應貨主之要求在貨主指明之日期運送貨品到其指明之地點或存放貨品直至貨主或其僱員或其代理人收回貨品，無須預先通知。為此，貨主(不論是其本人或其僱員或其代理人)可進入存放貨品或貨主相信是存放貨品之地方或樓宇，租購人須繳付任何因此而引致之損毀及彌補貨主任何與上述有關之索償。租購人於合約終止後，須將貨品之登記冊及證明文件、保險單及保險證書、執照等有關文件，全部歸還貨主。

(2) The Hirer shall, on termination of this Agreement pursuant to Clauses 12 or 13, pay to the Owner an amount equal to the Balance of Hire specified in Part II of Schedule 3; all other moneys due hereunder including any Overdue Interest and/or Default Interest and an early termination fee as specified by the Owner from time to time; less the aggregate of:
(a) all Hire Rents previously paid by the Hirer to the Owner under this Agreement;
(b) the net proceeds of sale of the Goods if possessed and sold within thirty (30) days from the date of re-possession PROVIDED THAT the Owner may but shall not be obliged to attempt to sell the Goods for a longer period or if not sold their value as determined by a surveyor appointed by the Owner and the Hirer expressly agrees that the Owner in selling the Goods or appointing by the Owner from such a surveyor for the Goods shall be agreed by the Hirer in all the circumstances to be the best price obtainable; no deduction shall be made hereunder if the Goods are not returned to or on default by the Hirer have not been repossessed by the Owner; and
(c) in case of a fixed rate agreement, a discount (if any) for the acceleration of payment to be calculated on the basis of the formula commonly known as "the Rule of 78" on all Hire Rents due after the date of termination less the other deduction permitted hereunder.

(3) Any Overdue Interest and/or Default Interest shall be payable on the moneys due hereunder from the due date of payment thereof by the Hirer until the date of receipt of the moneys by the Owner. Such Overdue Interest and/or Default Interest shall accrue from day to day and shall be computed on the basis of a year of 365 days and for the actual number of days lapsed.

(4) For the purposes of Clause 14(2) "net proceeds of sale" shall mean the proceeds of sale received by the Owner after deducting the costs and expenses of repossession storage insurance and sale or attempted sale and/or valuation (including any legal costs and expenses on a full indemnity basis and/or commissions for debt collection agencies) and also after deducting any sums expended by the Owner in putting the Goods in good order and repair.

(5) If the net proceeds of sale repossessed and the amount paid by the Hirer pursuant to this Agreement exceed the aggregate of amount due (with interest on overdue Hire Rent and other sums payable by the Hirer under or arising from this Agreement) the excess shall be repaid to the Hirer after deducting any costs incurred by the Owner PROVIDED ALWAYS that, if there shall then be any claims against the Owner in respect of which the Hirer shall be obliged to fully indemnify the Owner hereunder, the Owner may retain such excess pending resolution of the claim.

(6) The Owner shall not be responsible for any articles or property (whether of the Hirer or otherwise) left in or attached to the Goods repossessed by the Owner. Any articles or property so found may be sold or otherwise disposed of by the Owner after seven (7) days from service on the Hirer of notice in writing of the Owner's intention to sell unless the said articles or property shall have been previously collected by the Hirer and the net proceeds of sale or disposition shall be credited to the Hirer against any liability of the Hirer to the Owner under this Agreement or if there is no such liability shall be paid to the Hirer. In the event of the Goods being a vehicle, the Hirer shall be responsible to notify the Owner in writing within three (3) days of the re-possession of his desire for the Owner to keep the number-plate attached to the Goods, failing which the Hirer shall be deemed to have abandoned the same and the Owner shall not be liable to the Hirer in whatever manner for any loss and damages that the Hirer has suffered in relation to such abandonment. The Hirer shall indemnify the Owner against any costs and expenses incurred in the handling of the said articles or property pursuant to this Clause 14(7) and any claims by a third party to any articles or property so sold or disposed of as aforesaid in which such third party has or claims an interest. For the purposes of this sub-clause "the net proceeds of sale or disposition" shall have the same meaning in relation to such articles or property as "the net proceeds of sale" hereinabove in relation to the Goods in Clause 14(5).

(7) If at any time this Agreement shall be determined by the Owner as a result of any breach by the Hirer of any of the Terms and Conditions and if at the request of the Hirer, the Owner agrees to re-instate this Agreement as if no determination has ever occurred, then at the time of re-instatement of this Agreement as aforesaid, the Owner may impose such condition as it deems appropriate including conditions that the Hirer shall pay to the Owner all reasonable amount of expense and costs reasonably incurred by the Owner prior to the re-instatement of this Agreement, including expenses and costs for the acquisition of a duplicate key to the Goods, fines and penalties (imposed by the Government or otherwise) costs, other expenses and outgoings paid by the Owner on behalf of the Hirer in respect of the Goods prior to such re-instatement.

(8) In addition to the amount payable by the Hirer under this Clause 14 on termination, the Owner shall also be entitled to recover from the Hirer the costs on a full indemnity basis of any legal proceedings taken by the Owner or on the Owner's behalf to recover from the Hirer any moneys due to the Owner on or before termination or in consequence thereof including any damages for breach of this Agreement and whether or not such costs are incurred before, on or after termination.

(9) Termination shall not affect the continuance in effect of the provisions hereof in relation to any pre-existing liabilities and any provisions where the context so requires.

15. **OPTION TO PURCHASE THE GOODS**

(1) Upon payment by the Hirer to the Owner of such sums hereunder as shall amount in the aggregate to the Hire Rents together with such other sums that may be payable to the Owner hereunder and provided that the Hirer shall in the meantime have observed and performed all the Terms and Conditions, the Hirer shall be granted an Option to Purchase the Goods exercisable by paying to the Owner the Option Fee on the Payment Date of the last Hire Rent instalment or within twenty-one (21) days thereafter.

(2) In case of a fixed rate agreement, the Hirer may at any time accelerate all payments under this Agreement and exercise the Option to Purchase pursuant to Clause 15(1) whereby the Owner may at its sole and absolute discretion charge an early termination fee as specified by the Owner from time to time and/or grant a rebate or discount in respect of such accelerated payment.

(3) This Agreement and the hiring constituted hereby shall determine forthwith upon payment of the Option Fee and all other sums payable under this Clause 15; and thereafter the Hirer shall become the absolute owner of the Goods but until such time the Goods shall remain the sole property of the Owner and the Hirer shall be a mere bailee thereof.

(4) The Option to Purchase hereunder automatically lapses upon termination of this Agreement pursuant to Clauses 12 or 13. If the Option to Purchase in Clause 15(1) is not exercised upon the expiry of the Hiring Period, the Hirer shall forthwith and at its own expense deliver up the Goods in good condition and repair (fair wear and tear only excepted) to the Owner at such place and at such time as the Owner shall reasonably direct.

16. **POWER TO SET-OFF OR EXERCISE A LIEN UPON DEFAULT**

(1) The Hirer waives any and all existing and future claims and rights of set-off against the Hire Rents or other monies due hereunder and shall pay the same regardless of any right of set-off or counterclaim against the Owner and free and clear of and without deduction for any present or future taxes or duties now or hereafter properly imposed. If the Hirer is required by law to withhold or deduct any such amount, the sum due will be increased to the extent necessary to ensure that the Owner receives a new sum equal to the amount which it would have received had no such deduction or withholding been required.

(2) Upon default by the Hirer to comply with any of the Terms and Conditions herein or after due notice has been given to the Hirer by the Owner or Bank Group and the Hirer failed to remedy the situation within a reasonable period or a petition in bankruptcy is filed by or against the Hirer or the occurrence of any events of default as specified in Clause 13, the Owner or Bank Group shall have the right, which is in addition to any right of set-off or other general lien or similar right to which the Owner or Bank Group may be entitled in law, and is hereby authorised at any time and from time to time hereafter and, if situation warrants, without notice to the Hirer to combine or consolidate all or any of the Hirer's accounts (whether current, savings, time deposit or any other nature and whether or not matured or due and payable or subject to any notice or not) with the Owner or Bank Group whatsoever and wherever situated for the purpose of setting off or transferring any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Hirer's liabilities to the Owner or Bank Group on any other account or in any other respect whether such liabilities be present or future, actual or contingent, primary or collateral and joint or several (including but not limited to any or all sum or sums due by the Owner or Bank Group); and in the case of a joint account, the Owner or Bank Group may exercise the rights in this Clause 16 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Owner or Bank Group by one or more of the holders of such joint account.

(3) The Hirer further agrees that in so far as any of the Hirer's said liabilities are contingent or future the Owner's liability to the Hirer to make payment of any sum or sums standing to the credit of any of the Hirer's accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

(4) The Owner or Bank Group may at any time at its absolute discretion convert any of the Hirer's accounts into any currency by any lawful means at its disposal and at its rate of exchange (as conclusively determined by the Owner or Bank Group applicable on the day of passing the entry) for the purpose of set-off or transfer without reference to the Hirer.

(5) Until any amount owed to the Owner or Bank Group has been paid in full, the Owner shall in addition to a general lien be entitled to exercise a lien over and held as security all property which is in the possession or control of the Owner or Bank Group, for safekeeping, custody or any other reason and whether or not in the ordinary course of business with power for the Owner and Bank Group to sell such property to satisfy such indebtedness owed by the Hirer to the Owner and Bank Group.

17. **ASSIGNMENT**

The Owner shall be entitled to assign the benefit of this Agreement or any right or rights of the Owner hereunder including the licence conferred on the Owner to enter upon premises and inspect and/or repossess the Goods and any assignment of the benefit of this Agreement by the Owner shall be deemed to include an assignment of the Owner's rights to enter premises and to repossess the Goods. The Hirer shall not assign, charge or otherwise dispose of the benefit of this Agreement or any interest herein including the Option to Purchase herein contained.

18. **DEBT COLLECTION AGENCY**

The Owner shall be entitled to employ outside debt collection agency and/or institution to collect any or all sum due but unpaid by the Hirer and for so doing, the Hirer shall be obliged to fully indemnify the Owner for all amount of costs and expenses reasonably incurred by the Owner in employing such outside debt collection agency or institution or its nominated agent and all legal fees and disbursements reasonably incurred by the Owner in recovery thereof, if any.

19. **DISCLOSURE OF PERSONAL DATA**

(1) The Hirer hereby authorises the Owner and any recipient of his personal and account information or records from the Owner to disclose to any of the (a) Owner's agent; (b) financial institutions, service providers, credit reference agencies, debt collection agencies, agents, contractors; and (c) other persons who have established or propose to establish any business relationship with the Owner and any such person or entity may utilize such information in the course of any business carried on by him or it.

(2) The Hirer understands that the Owner and/or its agents may not be able to provide service to him if he fails to provide any information requested by it and/or agents.

(3) The Hirer agrees that all personal data relating to the Hirer collected by the Owner from time to time may be used and disclosed for such purposes and to such persons, (whether in or outside Hong Kong) as may be in accordance with the Owner's policies on use and disclosure of personal data set out in statements, circulars, Terms and Conditions or notices made available by the Owner to the Hirer from time to time and such data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of Bank references or otherwise) to any financial institution with which the Hirer has or proposes to have dealings to enable such financial institution to conduct credit checks on the Hirer.

(4) Termination of this Agreement by the Hirer himself or by the Owner shall not affect amend vary invalidate or terminate the Hirer's authorization to disclose information given in this Clause 19 in relation to information in the possession of the Owner at termination.

(5) The Hirer may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Owner holds data about him and have access to such data upon paying such fees as may be imposed by the Owner; (b) require the Owner to correct any data relating to him which is inaccurate; (c) ascertain the Owner's policies and practices in relation to personal data; (d) request the Owner to inform him of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Owner to provide him with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require the Owner to cease using his personal data for its marketing purposes without charge.

20. **VARIATION OF TERMS AND CONDITIONS**

It is hereby expressly agreed that the Owner shall be entitled from time to time and at such time in its sole and absolute discretion without the consent of the Hirer to replace, revise, increase, add, amend and/or delete any or all of the Terms and Conditions for the time being in force; or to prescribe, from time to time, fees and charges payable in respect of the services; and such replacement, revision, increase, addition, amendment deletion and/or prescription of fees and charges shall be conclusively and absolutely binding on the Hirer if prior notice thereof is given by such means as the Owner thinks fit, and shall be deemed binding on the Hirer PROVIDED ALWAYS that

(a) such notice shall specify the effective day in which replacement, revision, increase, addition, amendment and/or deletion of the Terms and Conditions shall take effect as specified by notice given to the Hirer, and
(b) the Hirer shall not have terminated this Agreement prior to such effective date so specified in such notice.

21. **GENERAL**

(1) Time shall be of the essence of this Agreement.

(2) No relaxation forbearance delay or indulgence by the Owner in enforcing any of the Terms and Conditions or the granting of time by the Owner to the Hirer shall prejudice affect or restrict the rights and powers of the Owner hereunder nor shall any waiver by the Owner of any breach hereof operate as a waiver of any subsequent or any continuing breach thereof.

(3) The Terms and Conditions contained in favour of the Owner shall be in addition to and not in substitution for the terms and conditions implied in favour of the Owner under a hire purchase agreement at common law except in so far as such implied terms and conditions are inconsistent with the Terms and Conditions.

(4) The schedules mentioned herein form part of this Agreement and any reference to a clause or schedule is to a clause or schedule of this Agreement.

(5) Headings shall not form part of this Agreement and are for reference only.

(6) Words importing the singular number only shall include the plural and vice versa and words importing persons shall include firms and corporations.

(7) Any provision of this Agreement prohibited by or rendered unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement.

(8) Where the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

(9) Nothing contained herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and the application of the said Ordinance is expressly excluded.

22. **NOTICES**

Any notice required or permitted to be given to the Hirer under this Agreement shall be deemed to have been validly given if it is sent by email or by short message service ("SMS") via mobile phones; or served on the Hirer personally or sent to him by post to or left at the address of the Hirer stated in this Agreement or at the Hirer's existing or last known business or private address. Any such notice sent by email or SMS shall be conclusively deemed to have been received by the Hirer immediately after the time of sending and any such notice sent by post shall be conclusively deemed to have been received by the Hirer within 24 hours after the time of posting.

23. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Hirer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong.

24. **INTERPRETATION**

The English version of this Agreement shall prevail over any translation. The Chinese version is provided for information only and is not intended to be of legal effect.

(2) 當合約根據上述第(十二)或第(十三)條所述情況下終止時，租購人須繳付貨主相等於表(三)第二部份之租購價格餘款及任何其他在本合約下需繳付之金額(包括直至合約終止當天之逾期和/或違約利息)及提前終止合約費用，減去下列各項之總和：

(a) 所有合約終止前租購人遵照本合約所繳付之租購費用；

(b) 貨主在收回貨品後之三十天內出售貨品所得之淨收入(貨主可但無責任企圖出售貨品多於三十天)；或倘若貨主不能出售貨品，貨品之價值(由貨主所指之銷售商決定)；租購人於此同意貨主出售貨品之價格或銷售商決定之貨品價值均為在任何情況下能夠獲得之最好價格或價值；如貨主並沒有收回貨品或貨品沒有被送回，此項則無任何扣除；及

(c) 如屬固定利率協議，提前付清款項之折扣(如有)，會以合約終止後未繳付之租購費用基於通稱之"七十八條例"計算。

(3) 逾期和/或違約利息須以任何本合約上未繳付之金額，由到期繳付日至貨主收到款項當天計算。逾期和/或違約利息將按日累計，並以 365 天的年度作基準計算，並根據實際過去的日數計算利息。

(4) 第(十四)條第(二)節提及之「出售貨品所得之淨收入」指貨主出售貨品後所得之總收入扣除取回，存放，投購保險及出售或企圖出售及/或估價(包括任何法律費用，以完全彌償作基準)，並扣除貨主修理貨品及保持貨品於良好狀態所支出的任何費用。

(5) 如出售貨品所得之淨收入及租購人已繳付之金額超越到期未繳付金額之總額(包括未繳付金額及其他款項之逾期和/或違約利息)，其超額在扣除行政費用後應發回租購人。倘若此後貨主遭受到任何索償，租購人必須完全地彌償貨主，貨主亦可因此而保留該超額直至索償被解決。

(6) 被收回之貨品如有任何財物放置其中或附著其上，不論是否屬租購人所有，貨主均不負任何責任。倘租購人在貨主發出書面通知後七日內，仍不將上述財物領回，貨主即有權將之出售或作其他處置，並將出售貨品所得之淨收入用以償付本合約規定租購人應付予貨主之債務，如並無債務，則交予租購人收受。若租購人希望保留其附著於貨品上之汽車牌照，則有責任於收回貨品後之三天內自行以書面方式通知貨主；否則租購人將被視作已捨棄該汽車牌照，貨主無須就該捨棄所引致之損失或損毀而負責。租購人須彌償貨主任何按本合約條款處理該等財物所引致之損失，被彌償任何第三者在上述財物出售之後因提出此等財物之所有權或利益而要求貨主賠償所招致之損失。本合約條款所用之「出售貨品所得之淨收入」一語，意思與上述第(十四)條第(五)節相同。

(7) 倘若租購人於任何時間因破壞本合約中任何合約條款而被貨主終止本合約，又如因租購人之要求，而貨主同意使本合約繼續有效執行而當作終止之情況下，則於本合約在上述的情況下得以繼續執行時，貨主可加上其認為適當之附加條件，包括租購人必須清付予貨主在重新恢復本合約前因收回貨品而代租購人所付之一切合理的金額及合理地引致的費用，例如複製貨品之鑰匙，香港特別行政區政府或其他機構要求對貨品之罰款及一切有關貨品之應付費用等。

(8) 除此第(十四)條所須繳付之金額外，租購人亦須以完全彌償基準補償貨主任何因向租購人索償欠款(不論在合約終止之前或之時所招致)或租購人違反本合約而令貨主遭受之損失(不論在合約終止之前或之時或之後所遭受)所引致之法律程序費用。

(9) 本合約之終止不影響就本合約終止時已存在之責任問題及合約內容需要之有關合約條款。

15. 貨品之選購權

(1) 當租購人已向貨主付清本合約內所列明之租購總費用及其他帳項後，若同時已全部遵守及履行本合約各項條件，租購人將賦予以購買該貨品之選購權。如租購人選擇行使選購權，須於最後一期租購費用的付款日之前或隨後之二十一天內，向貨主繳付選購權費用。

(2) 如屬固定利率協議，租購人可自願提早繳付本合約規定之帳項或在期滿前清付合約規定得到選購權所需繳付之全部款項，並根據此第(十五)條第(一)節行使選購權，以成為完全擁有人。貨主可按其絕對酌情權向租購人收取貨主不時列明之提前終止合約費用和/或給予租購人提前付款之回佣或折扣。

(3) 本合約於租購人繳付選購權費用及其他此第(十五)條內列明之金額後立刻終止。本合約終止後租購人為貨品之完全擁有人；但貨主在終止前仍為貨品之唯一擁有人，租購人只為托管人。

(4) 本合約根據第 (十二)及第(十三)條終止時，租購人之選購權將自動消失。倘若租購人沒有行使第(十五)條第(一)節之選購權，租購人須在租購時期到期之時，立即將良好狀態及已修理好之貨品(正常磨損除外)於貨主合理地指定之時間及地點交還，並須支付任何有關費用。

16. 抵銷之權利或違反合約時之扣押

(1) 租購人於此放棄任何及所有(不論已存在及將來產生)向貨主追討索償之權利及因此而抵銷其租購費用或其他按本合約所須繳付金額之權利。租購人須按本合約繳付所有須繳付之金額，並按全數繳付，不論租購人有否任何抵銷權利或反索償申請，並不可扣除任何現定或將來徵收之稅項或費用。倘若法例要求租購人扣押或扣除任何金額，所有須繳付之金額須因而作出適當之增加，以確保貨主收到在沒有該金額扣押或扣除時所能收到之金額。

(2) 當租購人未能遵照本合約之合約條款，或貨主或銀行集團已就租購人所欠之債務向租購人發出正式通知，而租購人在一般合理時間仍未能作出糾正或彌償，或租購人已提出或他人已對租購人提出破產申請，或任何於本合約第(十三)條列明之違反行為發生後，貨主或銀行集團(除根據法律可享有之任何一般扣押權或類似權力外)，如認為有需要，可隨時享有將租購人之所有或任何戶口(不論往來、儲蓄、定期存款或其他性質之戶口，亦不論該等戶口已否到期或到期應支付或屬即期或須通知而提取之存款)組合或合併任何一個或以上戶口存款之權利，無須通知租購人，以抵銷或撥付租購人積欠貨主或銀行集團一切及其他應償債務；不論其為現在或將來，實際或或然，主要或擔保及共同或個別之債務(包括但不限於租購人積欠貨主或銀行集團之任何或所有債務)；如屬聯名戶口，貨主或銀行集團可行使本章節賦予之權利，將該聯名戶口內之任何結餘款項，用以抵銷該等聯名戶口之其中一名或多名戶口持有人虧欠貨主或銀行集團之款項。

(3) 租購人同意，當租購人的任何上述債務是可能的或未來的債務，貨主可按該債務所需，暫緩支付租購人帳戶中的任何一筆或多筆結餘款項，直至可能或未來的債務已發生。

(4) 貨主或銀行集團可在任何時間按其絕對酌情權，無須通知租購人，將租購人任何戶口內之存款以貨主或銀行集團當日之兌換率轉兌為其他貨幣，以作抵銷或撥付租購人所積欠之債務。

(5) 不論貨主或銀行集團是否在一般銀行業務運作下接受租購人之託管，貨主及銀行集團除可根據法律可享有之任何一般扣押權外，可扣留存放於貨主或銀行集團或受貨主或銀行集團控制之所有屬於租購人之財產及持之以作抵押品。同時，貨主及銀行集團有權出售該等財產，以清償租購人欠下貨主或銀行集團之任何債務，直至全數清還為止。

17. 合約之轉讓

貨主有權將本合約之合約條款所賦予之利益或任何權利(包括進入物業查驗及/或收回貨品之許可)轉讓他人。任何上述有關之轉讓，均作為已包括貨主進入物業及收回貨品之權利在內。租購人不得轉讓、抵押或以任何其他方式捨棄本合約之合約條款所賦予之利益或任何權利(包括其選購權)。

18. 追收欠債機構

貨主有權聘請外間之追收欠債機構或其指定代理收回租購人一切應繳付但未繳付之款項，租購人須支付貨主有關聘請所涉及之一切合理收費及支出及貨主因追討欠款涉及之一切合理之律師費及開銷(如有)。

19. 個人及帳戶資料之披露

(1) 租購人授權貨主及獲貨主提供有關租購人之個人及帳戶資料或記錄該資料之機構，可將在任何時間及任何來源搜集所得有關租購人之個人及帳戶資料或記錄向下列任何機構披露(a)貨主之代理； (b)財務機構、服務提供者、資信調查機構、追收欠債機構、代理、承包商；及(c)欲與貨主或獲得有關數據之機構建立業務關係之其他人士。該等人士或機構可在日常業務期間使用該等資料。

(2) 租購人明白若租購人未能向貨主及/或其他代理提供任何所需之資料，貨主及/或其代理可能不可以為其提供服務。

(3) 租購人同意貨主不時搜集有關租購人之一切個人資料，可根據貨主有關使用及披露個人資料之政策(載於貨主之聲明，通函、條款及章則或通告，可不時供客戶索取)，用於有關用途及可向有關人士(不論在香港境內或境外)披露，且該等資料(i)可供核對程序(定義見(個人資料(私隱)條例))之用；及(ii)可向正與或有意與租購人進行交易之任何財務機構(以銀行信用查詢或其他方式)披露，使其能對租購人進行資信調查。

(4) 由於租購人經已授權貨主可披露其當時已擁有之資料，倘若租購人或貨主結束帳戶，此項授權亦不受影響或因此終止。

(5) 租購人可隨時根據個人資料(私隱)條例(a)查究貨主是否持有與其有關的資料及在支付貨主所徵收之費用時參閱該資料；(b)要求貨主更改任何與其有關的錯誤資料；(c)確定貨主與個人資料有關的政策及慣例；(d)要求貨主知會其有關該等例行向信貸資料機構及在違約時向追收欠債機構披露的資料項目；(e)要求貨主向其提供進一步的資料以讓其可對信貸資料機構及債務追討公司作參閱及更改的要求；及(f)要求貨主停止使用其個人資料作不收費營銷用途。

20. 合約條款之變更

租購人明確同意貨主有完全絕對之酌情權，不須事先得租購人允許，即可隨時取代、修訂及/或增刪現行本章內任何或所有合約條款，而自該等合約條款被取代、修訂及/或增刪之生效日期開始，即對租購人具絕對約束力，不得推翻。貨主須以貨主認為合適之方式給予事先通知：

(a) 該通知須列出所取代，修訂及/或增刪合約條款之生效日期，

(b) 租購人並未於該通告所列之生效日期前取消戶口。

21. 一般條款

(1) 時間為本合約之重要元素。

(2) 貨主在執行本合約各項條件時之寬容，延緩或容忍，或給予租購人額外期限，均不能損害、影響或限制本合約所定貨主之一切權利及權力；貨主對任何破壞合約行為之棄權，亦不作為對以後任何破壞合約行為放棄採取行動之權利論。

(3) 本合約維護貨主權益之各項合約條款，只作補充普通法上一般租購協議所維護貨主之默認條件，並不代替(除與本合約條件有抵觸者外)該等默認之條件。

(4) 於此提及之附表為本合約之一部份。任何合約條款或附表之提及即指本合約內之合約條款或附表。

(5) 本合約之標題乃為參考之用，並不為本合約之一部份。

(6) 單數用語包括眾數，反之亦然。而指人士之用語包括公司或法團。

(7) 本合約之任何合約條款如根據任何具有合法管轄權之法院實際施行之任何適用法律受到禁止或乃為非法或不可執行，應就該等法律要求的限度，將該受到禁止或不可執行之合約條款從本合約中剔除及作廢，但盡可能不修改本合約其餘合約條款。但如果任何該等適用法律之合約條款是可迴避，本合約各方特此在該等法律允許之最大限度內迴避這該合約條款，使本合約成為一份有效及具約束力之合約，並可根據其合約條款予以執行。

(8) 任何可執行及被捨棄之法律合約條款均於此被捨棄，使本合約能成為一份有效及具約束力之合約，並可根據其合約條款予以執行。

(9) 此合約的立約用意並不為《合約(第三者權利)條例》的目的賦予任何非合約一方的人任何權利使其可強制執行此合約的任何條款，或賦予任何非合約一方的人此合約下的任何利益。該條例的適用亦在此明文豁除。

22. 正式通知

本合約規定必須發給或可以發給租購人之任何通知，如發電郵或手機短訊，或已交與租購人本人，或已貼上足夠郵票寄往或送達本合約所示之租購人地址，或其現時或最新之辦公或私人地址，皆視為已經將通知以有效方式發出。任何以電郵或手機短訊發出之通知，於發出後即視為已由租購人收妥；由郵政寄遞之通知，於寄出二十四小時後即視為已由租購人收妥。

23. 司法管轄權

本合約受香港特別行政區法律管轄及依據其解釋，租購人茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。

24. 詮釋版本

本合約以英文原文為準，中文翻譯只供參考之用，並無法律上效用。