

## Terms and Conditions:

1. In the event of fire, strikes, war, war-like operations, civil commotion strikes, epidemics, coronavirus disease (COVID-19), Pandemic, floods, typhoon, currency exchange fluctuations, lockouts, terrorism, any restrictions or prohibitions imposed by or any actions of governments or quasi-government authorities, scarcity, of tonnage, breakdown of machinery, delay or loss caused by carrier or any other circumstances beyond the control of the Seller (the "Force Majeure Events") Resulting in changes in the Seller's cost for the delivery of the vehicle (including other goods sold or services provided) sold under this Vehicle Sales Contract (the "Good") to the Buyer in the Hong Kong Special Administrative Region ("Hong Kong"), the Seller shall be entitled to adjust the retail price of the Goods to take into account any change in such delivery cost provided that the increase in the total retail price of the Goods shall not exceed 15% of the original retail price of the Goods specified in this Vehicle Sales Contract.

2. Any additional expenses for delivery of the Goods to the Buyer which may be incurred directly or indirectly as a result of any Force Majeure Events will be borne by the Buyer.

3. Buyer shall be responsible for payment of all charges, fees, and taxes as may from time to

time be imposed including without limitation, first registration tax, registration fee, vehicle license fee, levy for Traffic Accident Victim Assistant Fund (TAVA), permit and certificate fee, ownership transfer fee, vehicle examination fee, and insurance premium in respect of the Goods purchased. Any increase in any such charges, fees, and taxed as a result of any enactment of or amendment to any legislation at any time after the date of this Contract shall be borne by the Buyer. As per the Transport Department of the HKSAR, the "One-for-One Replacement" Scheme is effective from 28 February 2018 to 31 March 2024, allowing PC owners who arrange to scrap and de-register their own eligible old PC with an internal combustion engine or e-PC, and then first register a new e-PC ("Replacement e-PC) to enjoy a higher FRT (First Registration Tax) concession. For other types of EVs (i.e. electric commercial vehicles, electric motor cycles and electric motor tricycles): their FRT is waived in full from 1 April 2018 to 31 March 2024. But the Seller of the "Good" stated in this Vehicle Sales Contract shall not responsible and or liable for such "One-for-One Replacement" Scheme with any changes, revision, or modification imposed by the Transport Department of the HKSAR in any ways. The Buyer of the "Good" cannot terminate this Vehicle Sales Contract due to such changes, revision, or modification imposed by the Transport Department of the HKSAR.

4. In the event that the cost for delivery of the Goods in Hong Kong by the Seller is increased

as a result of (a) any changes in the current wholesales price of the Goods fixed by the manufacturer thereof (the "Manufacturer"), (b) any changes in freight rates prior to shipment of the Goods to Hong Kong, (c) any changes in exchanges rates prior to delivery, (d) the occurrence of one or more of the Force Majeure Events or (e) the Seller, in its sole discretion, considering that delivery of the Goods to the Buyer would likely affect the Seller' relationship with the Manufacturer or jeopardize in any way the existing business relationship and/or business arrangement between the Manufacturer and the Seller, the Seller shall have the right at any time prior to actual delivery of the Goods to refuse to deliver the same to the Buyer and to tender full refund of all monies received from the Buyer (without interests, costs of compensation). Whereupon this Vehicle Sales Contract shall immediately become null and void and the Buyer shall have no claim whatsoever against the Seller.

5. The title to the Goods sold under this Vehicle Sales Contract is retained by the Seller until the full amount of the purchase price and all related including, but not limited to those referred to in clauses 3 here are fully paid by the Buyer.

6. Notwithstanding anything herein contained to the contrary, the Seller has the right to demand full payment of the purchase price of the Goods or any portion thereof before delivering the same to the Buyer.

7. Any Buyer who has requested the Seller to apply for hire purchase and/or leasing of the Goods on his behalf hereby acknowledges that he has read and he understands the terms of the hire purchase agreement and/or lease agreement and agrees to be bound by them.
8. No representations, statements or undertakings made by any agent or salesman on behalf of the Seller shall be binding on the Seller unless expressly incorporated into this Vehicle Sales Contract. In addition, any money paid by the Buyer to any of the Seller to the Buyer at the time of payment. The Buyer shall request for an official receipt after making any payment to the Seller and shall be responsible for verifying the particulars contained therein.  
Prior to delivery of the Goods,
9. In the event that (a) the Buyer is in breach of any of his obligations under this Vehicle Sales Contract, (b) any distress or execution shall be levied upon the Buyer's property or assets, (c) the Buyer shall make or offer to make any arrangements or composition with his creditors, (d) any petition for bankruptcy shall be presented or any bankruptcy order shall be made against him, (e.) where by Buyer is a partnership or a private company, the Buyer passes any resolution for its dissolution/winding up (otherwise than for the purposes of amalgamation, merger or reorganization) or is being petitioned for winding up or a receiver is appointed over the Buyer's business undertaking, property or assets (or any part thereof), the Seller shall have the right to forthwith terminate this Vehicle Sales Contract by giving the Buyer written notice of termination at the Buyer's last known address. Upon termination, the Seller shall as soon as practicable refund (without interests) all the monies paid under this Vehicle Sales Contract (if any) to the Buyer shall not have any other claims against the Seller. Termination of this Vehicle Sales Contract shall be without prejudice to any claim or right the Seller might otherwise make or exercise against the Buyer.
10. In the event that this Vehicle Sales Contract involves the trading-in of used vehicle ("Used Vehicle"):
  - a. the Buyer must deliver up possession and complete documents transfer the ownership of the Used Vehicle to the Seller prior to taking delivery of the new car, the Buyer shall obtain and follow instruction from the Seller's Documentary Department (Telephone no.: 6928-6226). For the avoidance of doubt, the Buyer shall not be entitled to the trade-in price unless the Used Vehicle has become the property of the Seller according to clause 11 (d), whereupon the Buyer shall be entitled to the trade-in price in accordance with clause 11 (c);
  - b. the Buyer warrants to the Seller that he is the beneficial and legal owner of the Used Vehicle and he has clear and good title to the Used Vehicle which is free from all encumbrances. Further, the Buyer warrants to the Seller that all the outstanding fines imposed on him in relation to his use of the Used Vehicle and all outstanding government taxes, registration and license fees in relation to the Used Vehicle have been fully paid and/or settled and the Buyer will indemnify the Seller against any and all liabilities relating thereto;
  - c. the trade-in price of the Used Vehicle will only be used to offset the balance of the purchase price of the Goods under this Vehicle Sales Contract at the time of the delivery of the Goods to the Buyer;
  - d. the Used Vehicle will only become the property of the Seller when the change of ownership has been effectively registered with the Transport Department and /or other authorities of the Hong Kong Government;
  - e. in the event that the Buyer fails to honor the terms and conditions of this Vehicle Sales Contract and/or fails to take delivery of the Goods (or any part thereof) for whatever reason, the Buyer shall reimburse the Seller in full for any storage and/or repairing costs expended by Seller on the Used Vehicle and the Seller may at its discretion return the Used Vehicle to the Buyer at its "as is" condition and the Buyer is bound to accept the same and the Seller shall not be liable for any depreciation

and /or deterioration in the condition of the Used vehicle. In the event that the Used Vehicle has been disposed of prior to the termination of this Vehicle Sales Contract, the Buyer agrees that he is not entitled to the return of the Used Vehicle and his entitlement is only limited to the lower or either the net sales proceeds of the Used Vehicle or the quoted trade-in price thereof under this Vehicle Sales Contract, after deduction of any outstanding loan and other repairing costs and relating charges on the Used Vehicle paid by the Seller on behalf of the Buyer. The Buyer also agrees to indemnify the Seller for any shortfall suffered by the Seller as a result of the disposal of the Used Vehicle;

- f. in the event that the Used Vehicle is delivered and kept in the custody of the Seller on consignment basis, the Buyer agrees that the same will be disposed by the Seller at a fair market value after taking into the conditions of the Used Vehicle. The Buyer warrants that the Used Vehicle is to be delivered to the Seller in the same state and condition as when appraised by the Seller's representative (fair wear and tear excepted). The Seller shall assume no responsibility for the Used Vehicle until the same has been, in the case where the Used Vehicle is a trade-in, actually and physically delivered to the Seller by the Buyer, or in the case where the Used Vehicle is kept by the Seller on consignment base, sold by the Seller to a purchaser and physically delivered to the latter;
  - g. if the Used Vehicle is kept by the Seller pursuant to clause 11 (f), the registration of the Used Vehicle shall remain under the name of the Buyer and the Buyer shall be responsible to maintain a valid insurance coverage on the Used Vehicle until the change of ownership of the Used Vehicle has been registered with the Transport Department and/or other authorities of the Hong Kong Government and all terms and conditions under this Vehicle Sales Contract have been completely and satisfactorily fulfilled; and
  - h. at all material times when the Used Vehicle is kept in the custody of the Seller, the Seller, except for charges for traffic offense committed by its representatives or customers, shall not be held liable for the loss of or damage to the Used Vehicle or injury to any person, whether such loss, damage or injury is caused directly or indirectly by fire, accident, flooding or other natural disasters or any act, default, omission or negligence on the part of the Seller or any of its customers, employees an agent;
  - i. for cases where the Buyer has deposited the Vehicle Registration Document of the trade-in vehicle with the Seller as Deposit, this clause 11 [save and except clause 11(d) and (e.)] will also apply and if the Buyer shall fail to perform any terms of this Vehicle Sales Contract, the Seller shall be entitled to transfer the trade-in vehicle to the name of itself (or its nominee); the Buyer hereby also irrevocably authorizes the Seller upon exercise of such right to tow away the trade-in vehicle if the Buyer fails to deliver up the same to Seller by himself.
11. a. if, for any reason whatsoever, the Manufacturers make any changes in the specifications of the Goods or discontinue the production of the Goods with particular specifications ordered by the Buyer under this Vehicle Sales Contract (the "Ordered Model") so that the Seller is unable to make delivery thereof under this Vehicle Sales Contract, the Seller shall not thereby incur any liability to the Buyer but shall, in any such case, deliver to the Buyer the Goods with the current specifications (the Current Model") which is available for delivery in Hong Kong and the Buyer shall be bound to take delivery to and to pay the relevant purchase price for the Current Model (including any increase by reason of an increase in the wholesale price of the Current Model fixed by the Manufacturer) provided that the increase in the total retail price for the Current Model shall not exceed 15% of the original retail original retail price of the Goods specified in this Vehicle Sales Contract;
- b. this Vehicle Sales Contract is conditional upon availability of stock and in case it is impossible for the Seller to deliver the Goods within the time specified in this Vehicle Sales Contract (or such other longer period as the Buyer and Seller may agree) due to unavailability of stock, the Goods may not be delivered to the Buyer on time or at all.

The Seller shall not incur any liability whatsoever to the Buyer by reason of non-delivery or late delivery of the Goods due to unavailability of stock;

c. discontinuance by the Manufacturers of the Ordered Model shall not operate to terminate this Vehicle Sales Contract or give the Buyer any right of rescission if the Seller is able to make delivery of the Ordered Model and the Buyer shall be obligated to accept delivery of the Ordered Model on the terms and conditions hereof notwithstanding such discontinuance and/or the introduction of a new model of the Goods;

d. if the Manufacturers make any changes in the specifications of Goods or discontinue the production of the Ordered Model and the Seller is unable to make delivery of the Ordered Model or the Current Model, this Vehicle Sales Contract shall be cancelled and the deposit shall be refunded to the Buyer without interests, costs or compensation;

e. specifications of the Goods herein mentioned, including but not limited to all weights and measurements, are in compliance with the relevant regulations under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong) (the "Regulations") currently in force in Hong Kong as may from time to time be amended. Any additional charges imposed on the Goods as a result of (a) any change in the Regulations, (b) any modifications made to the Goods and (c) any delays in delivery of the Goods shall be borne by the Buyer.

12. For the avoidance of doubt, upon signing of this Contract by both parties, under no circumstance can the color, model type or any other specifications with respect to the Goods be changed by the Buyer, unless written request for such change(s) is (are) approved by the Seller and the Buyer agrees to pay the administration fees to the Seller. The Seller reserves the right to reject any of the above-mentioned changes without any form of legal liability and responsibility to the Buyer.
13. The Seller shall not be responsible for any delay in performing or the non-performance of this Contract as a result of any one or more of the Force Majeure Events. If the arrival of the Goods or any portion thereof is delayed owing to the above causes, the Buyer shall nevertheless take delivery of and pay the Seller the outstanding balance under this contract upon arrival of the Goods according to the terms and conditions hereof. Should the Goods be lost in transit, this Vehicle Sales Contract shall be null and void and the Buyer shall have no claim whatsoever against the Seller after refund of all the monies (without interests) paid by him under this Vehicle Sales Contract.
14. The Buyer authorizes the Seller to attend to all matters in relation to or in connection with the registration and/or licensing of the Goods except as provided for under clauses 16 to 20.
15. It is the Buyer's sole responsibility to apply for special licenses, permits and /or letters of approval if applicable should such special licenses, permits and letters of approval be required for the registration or transfer of ownership of the Goods.
16. The Buyer shall be responsible, on his own account to declare to the Commissioner for Transport details of any accessory(ies) fitted or to be fitted onto the Goods within six (6) months after the date of first registration of the Goods and to pay the additional first registration tax attributable to the increase in the value of the Goods within five (5) working days after the fitting of the accessory (ies).
17. In the event of the Buyer providing his own reflex-reflecting number plates to be installed to the Goods purchased, the Seller shall not bear any responsibility or liability whatsoever (if any) in relation to or in connection with the said number plates and no warranty whatsoever is given, including the warranty (if any) that the number plates have complied with all requirements under any laws, by-laws or regulations currently in force in Hong Kong in relation to reflex-reflecting number plates. For the purpose of this clause, it is hereby expressly stipulated that no salesman or person acting as the Seller's agent is authorized to obtain for the Buyer reflex-reflecting number plates

except from the Seller itself or at the Seller's direction or otherwise with the Seller's written authority.

18. The Buyer shall be responsible, on his own account, to declare to the Commissioner for the Transport details of any change of body type of the Goods after the first registration thereof and to pay additional first registration tax attributable to such change as soon as practicable after the date of alteration.
19. If after having been notified by the Seller of its readiness to deliver the Goods the Buyer fails to pay the balance of purchase price for the Goods or other monies payable by him hereunder within seven (7) days from such notification. The Seller shall be entitled to charge interest on any such outstanding amounts at such rate as the Seller shall think fit until actual payment in full or to forfeit with seven (7) days' prior notice to the Buyer any deposit paid under this Vehicle Sales Contract without prejudice to any other remedy available to the Seller under this Vehicle Sales Contract, and in this connection, time is of the essence of this Vehicle Sales Contract. In such event the Seller may incur as a result of having to deal with and dispose of the Goods. The time specified by the Seller for delivery of the Goods is intended to be an estimate and the Seller shall not be liable to the Buyer for the delay in the delivery of the Goods.
20. While the Seller's employees or agents are in the course of driving or handling the Buyer's Goods, for the purpose of making delivery of the same to the Buyer, they shall, for the purpose of this Vehicle Sales Contract, be deemed to be the agent of the Buyer, and the Seller shall not be responsible to for the acts or omission of any such agent of the Buyer. Risk in the Goods (or any part thereof) shall pass to the Buyer (i) upon delivery of the same to the Buyer or any person acting on his behalf Buyers or (ii) expiration of seven (7) days after the Seller has notified the Buyer of its readiness to deliver the Goods, whichever is the earlier.
21. The Seller is entitled to treat any person holding the necessary documents for taking delivery of the Goods from the Seller and purporting to act on behalf of the Buyer as a duly authorized person of the Buyer unless the Seller has actual notice form the Buyer that any such person is not so authorized.
22. The Buyer will take delivery of the Goods within (7) days from date of notification by the Seller that the Goods is ready for delivery, failing which the Buyer shall be liable to indemnify the Seller in full for the storage cost and other expenses incurred therefrom. Delivery of the Goods may take place at the option of the Buyer, at the seller's premises or any other location within Hong Kong nominated by the Buyer and agreed to by the Seller.
23. Notification from the Seller to the Buyer shall be deemed to have been duly given if sent by pre-paid ordinary post to Buyer's correspondence address set out on the front page of this Contract.
24. The Seller may in its discretion, insure the Goods sold under this Vehicle Sales Contract against war risk and in the event of such insurance being affected the same shall be for the account of the Buyer but the Seller shall not incur any liability by reason of such insurance not having been affected. The Buyer shall be responsible for insuring the Goods against third party risks under the Motor Vehicles Insurance (Third Party Risks) Ordinance. (Cap. 272 of the Laws of Hong Kong) or any damage to or loss of the Goods upon registration of the Goods with the Transport Department of Hong Kong and shall be responsible for the payment of all insurance premium thereunder.
25. a. the Seller shall not be liable for the loss of, or injury to, any goods or articles (including without limitation the Used Vehicle for trade-in purpose) placed in the custody of the Seller by the Buyer, whether resulting from fire, floods, natural disaster, accident,

detention thereof by any government of quasi-government bodies, other Force Majeure Events or any events beyond the Seller's Control;

b. in addition, the Seller shall not be liable for the loss of, or injury to, any such goods or articles as a result of any act, default, omission or negligence of the Seller, its servants, agents or employees.

26. The Goods (or any part thereof) are sold subject to the Manufacturer's warranties only, and in accordance with the Manufacturer's specifications at the date of shipment of the Goods from the Manufacturer's factory. Except as otherwise required by any applicable law, the Seller makes no representations or warranties on the Goods, whether express or implied, including any warranties as to suitability or fitness for a particular purpose, notwithstanding any such purpose may have been made known to the Seller by the Buyer.

27. a. the Seller shall not be liable to the Buyer for the damage to or loss of the Goods or for the damage, loss or injury suffered by the Buyer or any other person, due to the negligence, misuse or improper handling of the Goods on the part of the Buyer;

b. any claim by the Buyer in respect of any alleged defects in the Goods must be in writing and must contain full details of the claim including details of any such defects;

c. the Seller shall be given reasonable opportunity and access to the Goods to investigate any claims made by the Buyer and the Buyer shall if so, requested in writing by the Seller promptly make available the Goods to the Seller for such purpose.

28. No claim in respect of the Goods shall be made against the Seller (i) seven days after the date of notification to the Buyer that the Goods are ready for delivery or (ii) after the Goods have been removed from the Seller's premises upon delivery to the Buyer, whichever is the earlier.

29. No claim made by the Buyer for any breach of any terms or conditions of this Vehicle Sales Contract by the Seller shall entitle the Buyer to reject the Goods, and treat this Vehicle Sales Contract as repudiated. The Buyer's remedy shall be in damages only. In no circumstances shall the liability of the Seller to the Buyer under this clause exceed the purchase price of the Goods under this vehicle Sales Contract.

30. In the event that the Goods sold under this Vehicle Sales Contract is a used vehicle, the provisions of this Vehicle Sales Contract shall (if applicable) apply mutatis mutandis. In particular, the Seller makes no representation or warranty as to the condition and fitness for any particular purpose of such used vehicle. The used vehicle is sold by the Seller on an 'as is' basis and the warranty in respect of such used vehicle is limited to the extent of any remaining warranty period granted by its original manufacturer (and/or the manufacturer's authorized dealer as provided under the warranty).

31. In the circumstances that the Buyer fails to collect the Goods within seven (7) days after the Goods being licensed in the name of the Buyer, a storage fee of HK\$300 per day will be charged to the Buyer starting from the 8<sup>th</sup> day after the Goods being licensed until the day of the Goods being collected by the Buyer (both days inclusive)

32. Notwithstanding anything herein contained to the contrary, the Seller shall have the right, at its sole discretion, to rescind this Vehicle Sales Contract within thirty (30) days after the date hereof by giving written notice to the Buyer and in such even the Seller shall repay the deposit pay hereunder to the Buyer without interests, costs or compensation and the Buyer shall have no claim whatsoever against the Seller.

33. The Buyer shall not assign or transfer any of his rights or obligations under this Vehicle Sales Contract without the prior written consent of the Seller.

34. Any deposit paid to the Seller by the Buyer will be forfeited if the Buyer commits any breach of the Terms and Conditions of this Vehicle Sales Contract. Any such forfeiture shall be without prejudice to any other claims which the Seller may have against the Buyer in respect of any such breach.

35. The Seller will not be bound by any conditions, rebates or any other matters which are not expressly contained in this Vehicle Sales Contract.

36. The Buyer acknowledges that he is obliged to supply all the information requested by the Seller in connection with the sale of the Goods and/or the trade-in of the Used Vehicle and/or the arrangement for hire purchase and/or leasing of the Goods pursuant to clause to the Seller, failing which the Seller may not be able to process the Buyer's order for the Goods under this Vehicle Sales Contract.

38. The Buyer acknowledges that the information given to the Seller under this Vehicle Sales Contract may be used by the Seller for any purposes directly or indirectly, relating to or in connection with the sale of the Goods to the Buyer including without limitation (a) the arrangement for hire purchase and/or leasing of the Goods pursuant to clause 7; (b) the provision of other goods, facilities and services to the Buyer from time to time; (c) collection of any outstanding amount payable by the Buyer; (d) comparing the same with other information about the Buyer for verification purposes; (e.) marketing of any goods or services provided by the Seller; (f) statistics and survey conducted by the Seller; (g) financial audit of the Seller and (h) such other incidental purposes relating to any of the above. The Buyer further authorizes the Seller to transfer to any person whom the Seller shall think fit for the aforesaid purposes including but not limited to any finance companies, insurance companies, banks, the Seller's holding, subsidiary or associate companies (the "Seller's Group of Companies"), any selected business partners of the Seller or the Seller's Group of Companies, any agent, contractor or third party service provider who provide administrative, telecommunications, computer, or other services to the Seller or the Seller's Group of Companies; any agent authorized by the Seller or the Seller's Group of Companies from time to time to process personal data of their customers; any auditors, consultants, or legal adviser of the Seller or the Seller's Group of Companies, whether or not within Hong Kong.

39. The Buyer has a right to request access to and correction of the information given to the Seller under this Vehicle Sales Contract pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). Such requests must be made in writing to the Seller's Customer Service Department and the Seller has the right to charge a reasonable fee for dealing with such request.

40. Any terms and conditions of this Vehicle Sales Contract which is prohibited by or 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 the other terms and conditions of this Vehicle Sales Contract and rendered ineffective so far as is possible without modifying the remaining terms and conditions of this Vehicle Sales Contract. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the fullest extent permitted by such law to the effect that the terms and conditions of this Vehicle Sales Contract shall be valid and binding and enforceable in accordance with its terms and conditions.

41. This Vehicle Sales Contract shall be governed by and construed according to the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

42. Any person or entity who is not a party to this Vehicle Sales Contract shall have no rights under the Vehicle Sales Contracts (Rights of Third Parties) Ordinance (Cap. 623 of

the Laws of Hong Kong Special Administrative Region) to enforce any terms of this Vehicle Sales Contract.

43. For the purpose of interpretation of this Vehicle Sales Contract, words herein denoting the singular number include the plural number and vice versa; any references to a 'person' include an individual, a partnership, a body corporate, an unincorporated association of persons and an authority; words herein denoting the masculine gender include feminine gender and vice versa; and any references to a clause are to the clauses of the terms and conditions of this Vehicle Sales Contract.