



Zhong Hwa Motors Co. Ltd.

中華汽車有限公司

車輛買賣合約
Vehicle Sale and Purchase Agreement

Agreement

承讓人/Purchaser

姓名/Name:	_____	公司名稱 Company Name:	_____
身份證號碼 I.D. Card No.:	_____	商業登記號碼 Business Registration No.:	_____
年齡/Age:	_____	職業/Occupation:	_____
駕駛經驗 Driving Experience:	_____ 年/Yr.		
聯絡電話/Tel No:	_____	手提電話/Mobile:	_____
地址/Address:	_____		

車輛資料/Particulars of Vehicle

車輛註冊號碼 Vehicle Registration No.:	_____	底盤號碼/Chassis No.:	_____
廠名/Manufacturer:	_____	引擎編號/Engine No.:	_____
型號/Model:	_____	備註事項/Remarks:	_____
顏色及汽缸容量 Colour & Capacity:	_____		
車輛年份 Year of Manufacture:	_____		

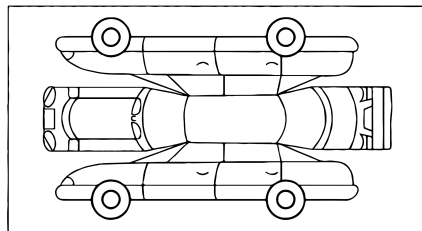
出售車價 Selling Price:	:HK\$
牌費 Licence Fee:	:HK\$
保險費 Insurance Premium:	:HK\$
過戶費 Transfer Fee:	:HK\$
留牌費 Licence Retention Fee:	:HK\$
出牌文件費 Administration Fee For License Issue:	:HK\$
三保手續費 Administration Fee For Third Party Insurance:	:HK\$
贖會手續費 H/P Settlement:	:HK\$

合計 Sub Total	:HK\$
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訂金/Deposit:	:HK\$
財務按揭/Mortgage:	:HK\$ Arranged In month
每期付款 Each Installment Payment:	:HK\$
餘數/Balance:	:HK\$
餘數取車時以現金支付。 Balance Should Be Paid By Cash Only.	

收車資料/Particulars of Trade in

收回車輛型號 Trade In Vehicle Model:	_____
車牌/Reg. No.:	_____
製造年份/Year Of Mfg.:	_____
前任車主數目 No. Of Ex-owner:	_____
收回車輛車價 Trade in Price:	_____



收回車輛之現狀 Car Status:	_____
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車行營業員/出讓人
Sales Representative/Seller

買方/Purchaser

日期/Date

出售車輛條款

- 出讓承諾有絕對權力出售該車輛而保證車輛並無任何抵押或出售限制。
- 售出車輛於交車前之一切交通違例及告票事項由出讓人負責，交車後則由承讓人負責。
- 如承讓人遇本身問題不獲批核車會，不能購買保險或不能過戶，承讓人須支付訂金全數給予出讓人作為手續費用【若承讓人故意或虛報個人資料則沒收所有訂金】
- 合約簽妥後，買方須於七個工作天內完成一切交易手續，否則此項交易作取消，並按上述規定由買方作出賠償。

Terms For Agreement For Sale and Purchase Of Vehicle
合約規條

- 1) The purchaser shall pay HK\$10,000 or 10% of the purchase price of the vehicle (whichever shall be higher) as deposit.
買方須付10% 或HKD\$10,000作為訂金，兩者以較高者為準。
- 2) The purchase shall pay the full balance of the purchase price prior to the transfer of the vehicle and prior to apply for issuing the licence in favour of the Purchaser.
買方於過戶前或出牌前必須付足貨款全數。
- 3) If the Purchaser shall for any reasons be unable to complete the sale and purchase herein or shall fail to pay the full balance of the purchase price or shall fail to execute such documents as may be required by the Vendor within 7 days, the Vendor shall have the right to rescind the sale and purchase herein and all deposit paid shall be forfeited as and for liquidated damages and not as penalty and shall claim the purchaser for all loss damages or costs that the Vendor may suffer as a result of the Purchaser's failure to complete the sale and purchase herein.
買方若未能於此合約的日期7天內完成交易及付足貨款及簽署賣買方指定文件，賣方有權沒收已繳交之所有訂金。賣方亦有權追討因買方毀約而引致的一切損失。
- 4) If the Purchaser shall for any reasons fail to take possession of the vehicle from the Vendor within 5 working days from the date of transfer of title or issue of licence in the Purchaser's favour, the Vendor shall be entitled to repossess the vehicle and to sell the vehicle to other persons and on such terms as the Vendor shall deem fit and the Purchaser shall be divested of all interest in the vehicle.
車輛過戶或出牌後，買方如因任何原因未能於五個工作天內取車，賣方有權將該車收回轉讓及過戶。
- 5) If the Purchaser shall for any reasons fail to take possession of the vehicle on the date agreed between the parties hereto, the Vendor shall, without prejudice to the Vendor's right under clause 3 & 4 above, have the right to claim against the Purchaser for all storage charges and all loss costs and damages as the Vendor may suffer.
逾期取車者，賣方除有上述第3及第4項之追討權利之外，亦有權收取逾期後該車之倉租及買賣合約上之損失。
- 6) If the vehicle is a second hand vehicle, the mileage shall be for reference only No warranty is given by the Vendor on the accuracy of the mileage reading and the Purchaser shall be responsible for all enquiries.
出售的車輛如屬二手車，則該車的咪錶只供參考用途。
- 7) Prior to the date of purchasing the vehicle, the Purchaser has fully and in all respect inspected the vehicle and have and shall be deemed to have made all and full enquiries in respect of the state and condition of the vehicle. In entering into this agreement, the Purchaser is depending entirely on his own judgement and knowledge and is not relying on any representation judgement or knowledge of the Vendor or its agents or employees or staffs. The Vendor further makes on warranty on the user of the vehicle or whether it is fit for any purpose. The Purchaser has and shall be deemed to have made all and full enquiries in respect of the user of purpose of the vehicle and declares that he is not relying on any representations by the Vendor or its agents or employees or staffs.
買方租購/租賃有關車輛前已清楚驗或知悉車輛性能，買方聲明租購/租賃此車輛(1) 完全依賴買方之判斷及技能，及並無依賴賣方之判斷及技能，及(2) 已清楚車輛之性質及用途，並無依賴賣方任何保證或提示，而賣方並沒保證車輛適合作任何用途。
- 8) The risk of the vehicle shall pass to the Purchaser upon signing of this agreement.
車輛之風險在本合約簽署後由買方承擔。
- 9) The Vendor shall have the option to rescind this agreement if the vehicle is an import vehicle and if the Vendor is unable to perform this agreement or any part thereof of due fully or partly to any Acts of God or the inability or delay by the supplier/ manufacturer/ carrier of the vehicle in delivering possession of the vehicle. In such event, the Vendor shall upon exercising the option aforesaid refund the deposit or all money paid by the Purchaser in full without any interest, compensation, claims or any other costs the Purchaser may have against the Vendor under this agreement and the agreement be null and void.
買方訂購之進口車，因供應商有延誤或錯失、天災人禍或不可抗衡的事件的發生以致不可能履行此合約，賣方有權終止合約，賣方只需退回訂金，賣方亦不能追討有關此合約終止而所造成的損失或其他賠償，包括利息在內。
- 10) If the Purchaser shall request the Vendor to arrange the leasing/ hire purchase or financing of the vehicle, the Purchaser shall abide by all terms and conditions of the leasing/ hire purchase or finance company including all terms on interest and charges as may be stipulated by the leasing/ hire purchase or finance company. The Purchaser consents to and shall raise no objection to any rebate or charges commissions given by such leasing/ hire purchase or finance company to the vendor or its agent. Nothing herein shall be construed as creating an employer an employee or any agency relationship between the Vendor and the Purchaser.
如買方委託賣方為其安排租購/ 租賃，則買方同意受該租購/ 租賃條款的約束，而該租購/ 租賃的利息將由租購/ 租賃公司釐定，買方同意賣方可收取貸款人或任何公司或任何人士之費用或回扣，租購/ 租賃公司，買方及賣方在這方面不構成任何賣主或代理人之關係。
- 11) In case of the vehicle concerned is an import vehicle. Any increase on the first registration tax levied by the government after the signing of the agreement, the difference shall be on the account of the Purchaser.
若所出售之車輛為進口車，於簽署此合約的日期後如政府對該車輛之首次登記稅有所增加，所繳稅款之差額由買方負責。
- 12) This agreement shall be binding on the Vendor and the Purchaser after signing.
買方及賣方之受權人在此合約上簽署或蓋上賣方的公司印章後，賣方及買方將受此合約約束。
- 13) In the event of any inconsistency between the English and Chinese version of this agreement, the English version shall prevail.
本合約如有異議，以英文本為準。