

# Lease Agreement Terms and Condition 租購條款及條件

## A. STANDARD TERMS

### 1. Complete Understanding

1.1 In this Agreement, unless otherwise stated or the context otherwise requires, "we" and the "Lessor" means BMW Financial Services Hong Kong Ltd and its successors and assigns and "you" and "our" will be read accordingly. In this Agreement "you" and the "Lessee" means each and every person signing this Agreement as lessee and all persons liable under it (including, without limitation, all partners in a partnership of whatever type or form) and "your" and "yours" will be read accordingly.

1.2 You acknowledge that in signing this Agreement you have read and understood all the provisions of this Agreement and agree to be bound by them. You warrant and represent that all the particulars in the "Application For Finance" are true and agree that they form part of this Agreement.

1.3 If your obligations under the Agreement are subject to a guarantor or third party security, you hereby give your consent to us providing the surety/guarantor with:-

- a) A copy or summary of this contract evidencing the obligations to be guaranteed or secured.
- b) Copy/Copies for any final demand for overdue payments; and
- c) Upon request by the surety a copy/copies of statements of account from time to time.

1.4 You hereby acknowledge that in the event that for administrative reasons or otherwise certain particulars on the front of this Agreement have not been completed at the time of your execution hereof you have been advised of all such terms prior to signing this Agreement and further acknowledge that the terms as inserted by us, BMW Financial Services Hong Kong Ltd, shall in any event be fully binding upon you.

### 2. Declaration

2.1 You hereby warrant that the information given by you in connection with this Agreement is true and is a full disclosure of all relevant information and authorize us to make such enquiries as we consider necessary to confirm such information which may include, but is not limited to making contact with your employers, bankers and/or accountants obtaining any information concerning you from any credit reference agencies or other information exchange systems and holding on computer or other technology all the information obtained.

### 3. Your Payments

3.1 You hereby irrevocably agree to pay us all amounts of rental payments on the dates described in Section D (Lease Period and Rental Payment) of the Lease Agreement.

3.2 If you have agreed to pay the interest at a variable rate of interest (as described in Section D (Lease Period and Rental Payment) of the Lease Agreement) you acknowledge that the amount of each rental payment hereunder has been calculated by us with reference to an interest rate quoted or applied by us on the date of this Agreement. If at any time or times during the term of this Agreement any variation occurs in such rate, we may at any time by notice in writing to you vary any or all future rental payments hereunder to reflect that variation and each rental payment will be applied towards the notional interest and principal components of each rental payment as we may from time to time determine. Our books or any certificate given by us in relation to the amount of any rental payment payable hereunder or the application of any rental payment will be final and binding on you.

3.3 If you have agreed to pay rental payments at a fixed rate of interest (described in Section D (Lease Period and Rental Payment) of the Lease Agreement) we may, at our discretion, vary the interest rate applicable to your rental payments by giving you one month's written notice and we may then vary all future rental payments.

3.4 If any payments are not received by us on or before the due date for payment under this Agreement we may (without prejudice to our other rights under this Agreement) charge you late payment interest at an uncompounded rate of 3% per month (or any other rate notified by us from time to time) to run from day to day on all sums due but unpaid until the date of payment AND the costs, charges, losses or expenses incurred by us (including reasonable legal expenses) by reason of such late payments or otherwise in enforcing our rights under this Agreement.

### 4. Ownership of the Goods

4.1 We own and have full rights, title and interest in and to the Equipment and you are only leasing the Equipment from us. In this Agreement, "Equipment" means the vehicle/property described under "Description of Equipment" in the Application for Finance and in Section C (Description of Equipment) including all accessories, attachments, replacements, renewals and re-designations from time to time. Without prejudice to the aforesaid, title to the Equipment may only pass to you upon due compliance of Clause 12.1.

4.2 The Equipment shall remain personal property and under our ownership notwithstanding that it may have been affixed to any land or building.

4.3 You shall ensure that, if the Equipment is attached to any land or building, it is capable of being returned to us at the end of term of this Agreement without material injury to the land or building. You shall be responsible for any damage cause to such land or building by the affixing of the Equipment thereto or by the removal of the Equipment therefrom regardless of who carries out such affixing or removal and you shall indemnify us against any claim made in respect of such damage. You shall take all steps as are necessary to prevent title to the Equipment from passing to the owner of the land or building or any mortgagee.

4.4 You hereby warrant that you did not at any time prior to the date of this Agreement possess, or otherwise exercise dominion or control over the Equipment.

4.5 You hereby assign to us any and all right, title, and interest in the Equipment which may have accrued to you under any sale and purchase agreement in respect of the Equipment between you and any other party. Any payment to such other party during the said term by you pursuant to such a sale and purchase agreement shall be made by you on our behalf out of funds made available to you by us for this purpose.

### 5. Use and Maintenance

5.1 You shall keep the Equipment in good and serviceable repair and condition (fair wear and tear only excepted) and ensure that the Equipment is operated in a skilful and proper manner by competent operators.

5.2 You shall keep the Equipment at all times in Hong Kong UNLESS the box ticked in Section C (Description of Equipment) indicates that the Equipment is for use in the People's Republic of China ("PRC") (see Part B of these Terms and Conditions Additional Terms for Use of Equipment in the PRC) and within your possession and control. You shall not remove the Equipment without our written consent. You shall notify us of any change in your address and on request promptly inform us of the whereabouts of the Equipments. You shall permit us and any person authorised by us at all reasonable times to enter upon the premises in which the Equipment is placed or kept, for the purpose of inspecting and examining the condition of the equipment. In this Agreement "Hong Kong" means the Hong Kong Special Administrative Region of the PRC.

5.3 You shall, at your own cost, replace all missing, damaged or broken parts with parts of equal quality and value and punctually pay for all servicing of and repairs and other work to the Equipment. If you default under this Clause 5.3, you shall permit us to take possession of the Equipment for the purpose of having repairs carried out and you shall repay us the full cost of such repairs. We shall have a lien on the Equipment until your repayment of the repair cost but this shall not prevent the accrual of rental under this Agreement.

5.4 You shall keep the Equipment free from distress, execution or any other legal process.

### 6. Lessee Obligations

Throughout the term of this Agreement you will:

6.1 At your expenses, comprehensively insure and continue to insure the Equipment at all times against all insurable risks required to be covered by law for their full replacement value with such insurance company and upon such terms as we may from time to time approve or specify, and in relation to that insurance:-

6.1.1 You will pay all premiums punctually and provide us with the receipts.

6.1.2 If you intend to make any claim in respect of that insurance policy or policies, you must first notify us in writing within 24 hours of the occurrence of the circumstances giving rise to your claim and provide such details as we may require;

6.1.3 If there are any possible claims we will be entitled to act on your behalf in all dealings with the insurance company or companies including, without limitation, the giving of effective release, discharge or receipt and the settlement of any claims as we may in our absolute discretion decide;

6.1.4 You will lodge with us the original policy of insurance (including certificate of insurance) and name us as first loss payee on the insurance policy issued in respect of the Equipment and we will be entitled to the benefit of all proceeds of any insurance policy relating to the Equipment.

6.1.5 You will immediately pay over to us any and all monies received or recovered from any of the insurer(s) or from any other source and until such payment to us you will hold all those monies on trust for us;

6.1.6 In addition, where we have provided any finance to you in respect of the insurance policy or policies we will be entitled to the benefit of any rebate or repayment of premium(s) under that insurance; and

6.1.7 Where you have failed to pay any premium punctually we may (but shall not be obliged to) make payment in respect of the premium or take any other action we consider necessary in respect of such non-payment or delay in payment and shall be entitled to reimbursement by you on a full indemnity basis of any payment made or expense incurred in respect of such payment or action.

6.2 Indemnify us fully in respect of all insurance monies and all our costs and expenses incurred in relation to effecting any insurance and we shall, in our absolute discretion, be entitled to obtain any insurance in relation to the Equipment on your behalf at any time.

6.3 Absolute delivery of the Equipment at your expense, maintain the Equipment in good condition and repair, save for fair wear and tear except that you shall be prohibited from creating any lien or pledging our credit in respect thereof and shall notify and potential repairer of such prohibition. You will be personally liable for all loss of and damage to the Equipment however arising.

6.4 Grant to us or our nominated representative the right at any time (but not the obligation) to: Enter onto any premises or location where the Equipment are located in order to inspect, repair or remove the Equipment at your expense, and

6.4.2 Perform any act or attend to any obligation contemplated in the Agreement relating to the Equipment or its maintenance, repair or insurance or the taking of possession or recovery or the towing or sale of the Equipment (at a price and in a manner we think fit).

6.5 Punctually pay all registration charges, licence fees, rates, taxes and other outgoing payable in respect of the Equipment or the use thereof or in respect of any premises in which the Equipment may from time to time be placed or kept. You shall produce to us on demand the last receipts for all such payments. If you default under this Clause 6.5 we shall be at liberty to make all or any of such payments and to recover the amount thereof from you forthwith.

6.6 Pay and discharge all fines or other penalties or charges in respect of the Equipment.

6.7 Not use the equipment for any illegal or immoral purpose; and

6.8 Promptly comply with any instructions given by us in respect of the Equipment. Your obligations under this Clause 6 will end if we resume possession of the Equipment (but only if you comply with your obligations under Clauses 6.5 and 6.6 in respect of all liabilities incurred up to the time we resume possession of the Equipment).

### 7. Our Right to Terminate this Agreement and Take Possession of the Equipment

7.1 We may at any time terminate this Agreement and take possession of the Equipment if:

7.1.1 You fail to pay on the due date any payment due from you hereunder; or

7.1.2 You are in breach of the express or implied terms of this Agreement; or

7.1.3 Any representation or undertaking made by you in this Agreement is, or proves to have been (at any time or from time to time), incorrect or misleading or any material fact has been concealed from us; or

7.1.4 You do or cause to be done or permit or suffer any act or thing whereby our rights in the Equipment are prejudiced or put in jeopardy; or

7.1.5 You are in breach of the terms of any other agreement or contract entered into by you with BMW Financial Services Hong Kong Ltd for the financing (in whole or in part) by us of any vehicle, Equipment or other property; or

7.1.6 Proceedings are commenced either by or against you for your bankruptcy, winding-up or dissolution; or

7.1.7 You are unable to pay your debts as they fall due or are convicted by any competent court of a criminal offence; or

7.1.8 Any person threatens to take (or takes) any of the Equipment to satisfy a debt or in any execution or other legal process; or

7.1.9 Any other event occurs which in our reasonable opinion, may result in you being unable, for whatever reason, to comply fully with any obligations expressed to be assumed by you under, or pursuant to the Agreement.

7.2 Any termination of this Agreement will not affect, and shall be without prejudice to, all of your accrued rights and all of your accrued obligations to us at the date of termination.

### 8. Your Liabilities If We Terminate this Agreement

8.1 If this Agreement is terminated by us before you have made all the payments due to us under this Agreement you will:

8.1.1 Cease to have our consent to have possession of the Equipment and you will immediately return the Equipment, at your own risk and expense, in good working order and condition (and any documents relating to the Equipment, such as registration, title etc) to such place as we may inform you;

## 標準條款

### 1. 完全理解

1.1 在本協議內，除非另有說明或文意另有所需，「本公司」及「出租人」指 BMW Financial Services Hong Kong Ltd 出租人及其承讓入及承讓入，而「本公司的」亦應按此解釋。在本協議內，「閣下」及「承租人」指以承讓入身份簽署本協議的每名人士以及所有須承擔其承擔責任的人士（包括但不限於任何類型或形式合夥中的所有合夥人），而「閣下的」亦應按此解釋。

1.2 閣下確認在簽署本協議時，閣下已閱讀明白本協議的所有條款，並同意受其約束，閣下保證及聲明「貸款申請書」內的所有資料均為真確，並同意其構成協議的部份。

1.3 倘若閣下在本協議下的責任須受保人或第三者抵押所限，閣下在此同意本公司向擔保人/保人提供人：

- (a) 本合同副本或摘要以證明須要保證或擔保的責任；
- (b) 逾期付款的任何最後付款通知書副本；及
- (c) 在接獲擔保人要求時，提供任何時間的賬目報告表副本。

1.4 閣下在此確認倘若基於行政或其他理由，在閣下簽署協議時，本協議前頁的若干資料如尚未填妥，閣下在簽署本協議前已簽署所有該等條款資料，閣下並進一步確認，BMW Financial Services Hong Kong Ltd 填寫的資料在任何情況下均對閣下具全面的約束力。

### 2. 聲明

2.1 閣下在此保證閣下就本協議所提供的資料均為真確並已包括全部有關資料；閣下在此授權本公司為確認該等資料而進行本公司認為需要的查詢，包括但不限於與閣下的業主、銀行及/或會計師接洽，從信用諮詢機構或其他資料交換系統取得關於閣下的資料，以及將所得的全部資料存放於電腦或其他技術產品內。

### 3. 付款

3.1 閣下在此不可撤銷地同意租賃協議第 D( 部份) 租期及租金付款細則) 所列的數額及日期向本公司支付所有租金付款。

3.2 倘若閣下同意按浮動利率支付租金 (如租賃協議第 D 部份 (租期及租金付款細則) 所述)，閣下即承認根據本條款應支付的每次租金付款款額是本公司參考在本協議簽署日期公布或適用的利率 (如最優惠貸款利率) 計算而來。倘若在租期內的任何時間該利率有任何變動，本公司應時以書面通知閣下改變本條款規定應支付的任何或所有日後租金付款，以反映有關變動。每次租金付款將按本公司不時所決定用以償還本協議項下的每次租金付款。對於根據本條款應支付的任何租金付款數額或任何租金付款的應用，概以本公司的記錄或所發出的任何有關證明書為最終證明，對閣下具有約束力。

3.3 倘若閣下同意按固定利息支付租金 (如租賃協議第 D 部份 (租期及租金付款細則) 所述) 本公司可酌情決定，向閣下發出一個月的書面通知，藉以更改適用於閣下的租金付款的利率，然後按此將所有日後應付的租金付款額予以相應調整。

3.4 倘若本公司在本協議規定的到期付款日或之前未收到任何有關付款，本公司可 (在不影響本公司在協議下的其他權利的情况下) 向閣下收取逾期付款利息，就所有到期但未仍收到的數額按每月 3% 的利率 (或本公司不時通知之其他利率)，每日計息至付款日止，並收取本公司因閣下逾期付款或因執行本公司根據本協議所享的其他權利而招致的費用、收費、損失和開支 (包括合理的法律費用)。

### 4. 設備的所有權

4.1 本公司擁有設備並對其享有完全的權利、所有權和權益，而閣下只是向本公司租用設備。在本協議中，「設備」指貸款申請書 (設備詳情) 和本租賃協議第 C 部份 (資產詳情) 所述的車輛/財產，包括所有配件、附加裝置、代替物、更新物品及不時重新指定的物品，在不影響前述的前提下，在符合以下第 12.1 條款的情況下，設備所有權可轉移至閣下。

4.2 儘管設備可能附連在任何土地或建築物，設備始終是為本公司的私有財產，為本公司擁有。

4.3 閣下須確保，倘若設備附連在任何土地或建築物，於本協議期限終止設備歸還本公司時，不會對土地或建築物造成重大損害。閣下須對設備附連於土地或建築物，或從土地或建築物拆除設備 (不管它是否附連或拆除是由誰人進行) 而土地或建築物所造成的任何損壞負責，並須就上述損壞所引起的任何索賠向本公司作出賠償。閣下須採取一切所需措施，以防止設備的某種轉移給土地或建築物的業主或任何承人。

4.4 閣下在此保證閣下在本協議日期前的任何時間概無將設備或在其他地方對設備行使任何支配或控制。

4.5 閣下在此向本公司轉讓閣下由於閣下與任何第三者就設備而訂立的買賣協議所產生的任何在設備上的權利、業權或權益。閣下在上述期限內依據上述買賣協議向該第三方作出的任何付款均由閣下以本公司就此目的向閣下提供的資金來支付本公司人士。

### 5. 使用及保養

5.1 閣下須將設備保養妥善維修和良好的可運作狀況 (合理的損耗除外) 及確保由合資格操作員以熟練及合適的方式操作。

5.2 除非第 3 部份 (設備詳情) 適當空格已加上「.」號，顯示設備在中華人民共和國 (「中國」) 使用 (請閱本條款和條件 3 部份在中國使用設備的附加條款)，閣下須在所有時間將設備保存在香港，並由閣下管有及控制。閣下未經本公司書面同意，不得遷移設備。閣下如更改地址，須通知本公司，並須應本公司要求，儘快向本公司提供附加資料。閣下須許可本公司及本公司授權的任何人士在任何合理時間進入放置或保存設備的場所，以對設備的情況進行檢查及檢驗。在本協議中，「香港」指中國香港特別行政區。

5.3 閣下須以質量及價值相同的零件更換所有遺失、損壞或毀壞的零件，費用由閣下承擔；並須準時支付設備的一切維護、修理及其他工作費用。倘若閣下違反本第 5 條規定，閣下須准許本公司在設備以進行維修，閣下須向本公司提供全部有關的維修費用。在閣下付還維修費用之前，本公司對設備擁有留置權，但此情況不對本協議項下的租金累積產生任何影響。

5.4 閣下須保持設備不成為任何扣押、執行判決或任何其他法律程序的對象。

### 6. 承租人的義務

在本協議的整個有效期間，閣下將：

6.1 自費向本公司不時批准或指定的保險公司及按本公司不時批准或指定的條款在所有時間內就設備的全面重置價值全面地投保法律規定的全部可投保風險並維持該等保險，就該保險而言：

6.1.1 閣下須依時支付全部保金並向本公司提供擔保；

6.1.2 倘若閣下打算就一份或多份保險提出任何索償，閣下必須首先有所與有關的情況發生後 24 小時內向本公司作出通知，並提供本公司要求的詳細資料；

6.1.3 如有任何可能提出的索償要求，本公司有權代表閣下處理所有與一間或多間保險公司的交涉，包括但不限於發出有效的免賠、解除或收據或訂立本公司全權酌情決定的任何保險解決方法；

6.1.4 閣下須把保單正本存放於本公司並以本公司為設備保險的第一賠償收款人，在本公司有權獲得設備保險的所有賠款的利益；

6.1.5 閣下須立即向本公司支付從任何該等保險公司或其他方面收取或得回的任何及所有款項，並以信託方式為本公司持有所有該等款項直至支付給本公司為止；

6.1.6 此外，若若本公司向閣下提供貸款以購買一份或多份保險，本公司有權獲得該保險的任何退回或償還的保金；及

6.1.7 倘若閣下未有依時支付任何保險，本公司可 (但並非必須) 就有關保金作出付款或向閣下並無付款或延遲付款而採取本公司認為需要的任何其他行動，並且有權就該等付款或行動所產生的一切費用和開支向本公司全數作出補償；本公司有權按本公司全權酌情決定在任何時間代表閣下就設備投保任何保險。

6.2 就所有保險款項和本公司為任何保險生效而產生的一切費用和開支向本公司全數作出補償；

6.3 自費提供設備、維持設備處於良好狀態和妥善維修 (合理的損耗除外)，但閣下不得就此對設備設定留置權或以本公司的信譽作保證，並須將此項限制通知任何可能獲委任的維修公司。閣下須就不論任何原因而導致設備的損失或損壞個人承擔一切責任

6.4 向本公司或本公司指定的代表授予權利 (但非義務) 可於任何時間：

6.4.1 進入放置設備的任何場所或地點以檢查、修理或遷移設備，費用由閣下承擔；及

6.4.2 作出本協議擬定及設備或設備的保養、維修或保險或佔有或收回、拖走或出售有關的行為或履行本協議擬定且與上述各項有關的義務 (擬定及方法按本公司認為恰當為準)

6.5 準時支付與設備或設備使用或設備不時置放或保存的場所有關的所有登記費、牌照費、收費、稅費及其他開支。閣下須在本公司要求時提供所有上述付款的最新單據。倘若閣下違反本第 6.5 條的規定，本公司可支付全部或部分上述費用並隨即向閣下收回有關款項。

6.6 支付及清償所有罰款、其他罰金或收費

6.7 不得以設備作任何非法或不道德的用途；及

6.8 儘快遵守本公司就設備所發出的任何指示，閣下在本第 6 條項下的義務在本公司收回設備後終止 (但閣下必須先遵守本公司收回設備前閣下在 6.5 條及 6.6 條項下所產生的義務)。

### 7. 本公司終止本協議及佔有設備的權利

7.1 倘若出現任何下列情況，本公司可隨時終止本協議並佔有設備：

7.1.1 閣下在到期支付自未能支付本協議項下的任何到期欠款；或

7.1.2 閣下違反本協議所明示或暗示的條款；或

7.1.3 閣下在本協議所作的任何聲明或承諾處於 (或在任何時間或不時) 被證實為錯誤或誤導或閣下對本公司屬隔任何重要事實；或

7.1.4 閣下作出任何行為或事情使本公司在設備上的權利受到影響或損害，或促使、容許或容忍該等行為的發生；或

7.1.5 閣下違反閣下與 BMW Financial Services Hong Kong Ltd 出租人就本公司為任何車輛、設備或其他財產提供 (全部或部份) 融資而訂立下的任何其他協議或合同；或

7.1.6 閣下申請或遭申請破產、清盤或解散；或

7.1.7 閣下未能履行任何到期欠款，或故於任何司法管轄區的法院裁定或定罪刑事罪行；或

7.1.8 任何人士為償還或在執行判決或其他法律程序中被奪權或失去 (或失去) 任何股份；或

7.1.9 發生任何其他事件，而本公司合理認為該事件會導致閣下因任何緣故不能完全履行本協議明確規定須由閣下承擔的任何義務。

7.2 本協議的終止概不影響亦不損害本公司在協議終止日期既有的權利及閣下向本公司履行的既有責任。

### 8. 閣下在本公司終止本協議時的責任

8.1 倘若本公司在閣下支付本協議項下的全部欠款前終止本協議，閣下將：

8.1.1 不再獲得本公司同意閣下管有設備，閣下須將設備 (連同任何與設備有關的文件，如登記、業權文件等) 立即退還至本公司通知閣下的地點，設備須處於良好的操作狀態和狀況，閣下須承擔有關風險和費用；

8.1.2 Pay to us a sum equivalent to the aggregate of all rentals that would have been payable during the unexpired term of this Agreement deducted by the non-utilized interest (the "Balance Outstanding") plus any commission amount payable by you referred to in Clause 14.3.

8.1.3 Pay to us any payments which were overdue on the date this Agreement is terminated by us;

8.1.4 Indemnify us in respect of all sums necessary to make good any loss or damage suffered by us in respect of the Equipment if, in our opinion, you have not taken reasonable care of the Equipment; and

8.1.5 Pay all our costs and expenses (including reasonable legal expenses) if we need to trace you or the Equipment or if, in our opinion, we need to take any steps to get back the Equipment or to obtain payment from you and any other costs and expenses incurred by us in connection with the termination of this Agreement.

8.2 The total of all the amounts in Clauses 8.1.2 and 8.1.5 above are due on the day this Agreement is terminated by us and if it is not paid on that day we may charge late payment interest on it until paid.

#### 9. Relaxing the terms of the Agreement

Any relaxation of the terms and conditions of this Agreement, or indulgence which we may extend to you at any time, will not in any way prejudice our rights or your obligations under this Agreement.

#### 10. Return of the Equipment and Power to Dispose of the Equipment

10.1 Subject to Clause 12.1, upon the expiration or earlier termination of this Agreement for whatsoever reason, you shall forthwith return the Equipment to us at your own expense and risk, unencumbered and in good working order and condition (fair wear and tear excepted) to our business address set out under this Agreement or at any other address that we may specify. You shall also deliver up all insurance policies, licences, registrations and other documents relating to the Equipment.

10.2 Notwithstanding the foregoing provisions, we shall be entitled, without prior notice upon the expiration or earlier termination of this Agreement, to retake possession of the Equipment. For that purpose, we may enter upon any land or building on or in which the Equipment is, or is believed by us or our agent to be, situated and we shall be entitled to remove the Equipment or any part of it which is attached to the land or building. You shall be responsible for any and all damage caused to the land or building in connection with the removal of the Equipment or any part thereof.

10.3 Subject to Clause 12.1, upon the expiration or earlier termination of this Agreement for whatsoever reason, we shall be entitled in our sole absolute discretion to sell/dispose of the Equipment to any person and in any manner.

#### 11. Restrictions on Our Liability

11.1 We are not responsible for any loss that may arise because the Equipment is not in satisfactory condition and we will not be liable for any guarantees or warranties relating to the Equipment's condition or the Equipment's fitness for any purpose whatsoever. In addition, we will not be responsible for any loss that may be caused if the Equipment is not the same as that which you initially inspected or which was described by or to you before you entered into this Agreement.

11.2 If you wish to commence any proceedings against the person who gave you the Equipment, we will endeavor to grant you any rights we have against that person in respect of those rights that we may (without obligation to do so) exercise them on your behalf provided that you agree to fully indemnify us in respect of all your costs and expenses incurred.

11.3 You acknowledge that all liabilities and obligations of whatsoever nature arising out of the possession and use of the equipment (including, but not limited to, any event beyond our control and any damage sustained to the equipment or any liability to any third parties as a result of the sue of the Equipment or any event associated therewith) are for your sole risk and responsibility and you irrevocably.

11.3.1 Release us from all such liabilities and obligations; and

11.3.2 Undertake to indemnify and hold us harmless from and against all costs, damages, expenses (including legal expenses) losses and proceedings whatsoever and howsoever arising, in respect of the Equipment.

#### 12. Option to Purchase

12.1 Provided that you are not in breach of any of the terms under this Agreement, you shall have the option to purchase the Equipment by giving us notice in writing not less than three months prior to the expiration of the term of this Agreement. The purchase price shall be the remaining balance of rental and all outstanding charges plus an Option Fee that is stipulated in the Service Fee Table, which may change from time to time, or any other sum as we may consider reasonable and necessary, the payment thereof shall be made upon the expiration of this Agreement. Upon payment, you shall become the owner of the Equipment, but until all payment under this Agreement is made, you shall remain a mere bailee of the Equipment upon all terms herein contained. Any warranty implied by law on the sale of the Equipment is hereby excluded.

12.2 In the case of the term of this Agreement is extended for whatever reason (the "Extended Term"), you shall pay the rent specified in the schedule overleaf and otherwise perform and observe all the terms and conditions of this Agreement during the entire Extended Term and the notice of the exercise of the option to purchase stated in Clause 12.1 shall be given to us not less than three months prior to the expiration of the Extended Term.

#### 13. Prepayments

13.1 Provided you are not in breach of this Agreement, you may at any time prior to the end of the original term of this Agreement terminate the leasing of the Equipment by giving not less than 7 days' notice to us in writing and by paying to us at that time the Balance Outstanding. All accrued interest, costs, charges, expenses, any commission amount payable under Clause 14.3 and an administration fee in respect of such prepayments (such fee to be determined according to our Service Fee Table, which may be changed from time to time) less any discount granted by us at that time at our discretion calculated in accordance with the formula being used by us at that time for such purpose which may be the formula commonly known as "The Actuarial Method" or the formula commonly known as "The Rule of 78" or any other formulas we decide.

13.2 You may from time to time ask us to advise you of the total amount that would be payable upon an early termination to you in accordance with Clause 13.1 and at that time we will advise you as to whether any discount referred to in Clause 13.1 would be granted to you and if so the amount of it as calculated as if you, as you acknowledge is to be determined by us in accordance with our business practices relating to our various types of customers of which you form part. You also acknowledge that those business practices may change over time and thus a response to you under this Clause 13.2 will only relate to the time at which it is given and not any future time.

#### 14. General

14.1 You shall indemnify us against:-

14.1.1 Any loss, damage, fine, penalty, cost or expense which we suffer or incur as a result of your non-compliance with any law, statute, ordinance, rule or regulation of government or any authority (including classification societies) whether in Hong Kong or other countries insofar as they relate to the subject matter of this Agreement.

14.1.2 Any loss or damages suffered by us as a result of any third party claims (including any claims from our servants and/or agents or our sub-contractors and the servants and/or agents of our sub-contractors) in connection with the performance of this Agreement except where such loss or damage was caused by acts committed by us; and

14.1.3 Loss or damage to the Equipment or any part of it arising from any cause and whether or not resulting from your negligence.

14.2 During the term of this Agreement you will:-

i. Pay to us on our demand all expenses (including legal costs and disbursements on a full indemnity basis) incurred by us or on our behalf in ascertaining the whereabouts of or taking possession of the Equipment or preserving, repairing, insuring and/or storing the Equipment and/or in connection with any legal proceedings taken by us or on our behalf to enforce the provisions of this Agreement (including without limitation, all such expenses incurred in connection with contracting third party collection agents in respect of any amounts due under the Agreement as referred to in Clause 14.1.5); and

ii. Reimburse us for any amounts we may (in our discretion) pay in relation to the Equipment which you are required to pay under this Agreement and if you fail to pay any such amounts you hereby authorize us to pay them on your behalf (at our discretion) and forthwith upon demand by us you will repay us those amounts plus late payment interest at the rate specified in Clause 3.4 if such amounts are not paid forthwith on demand.

14.3 You acknowledge that it is customary in the leasing business for a lessor to pay or be paid commission relating to the supply of the goods under the lease agreement and therefore you hereby expressly agree and consent to us making or receiving any commission payment in relation to the Equipment or this Agreement and you acknowledge that the amount of any such payment may be reflected in each amount of rent payable under this Agreement and that we have no obligation to account to you for the amount of any such sum received or paid by us. You also hereby expressly agree that if this Agreement is terminated pursuant to Clause 7.1, we are entitled to charge you for the amount of any such commission paid by us in relation to the Equipment which is not reflected in the arrears of rentals or deduct the same from any amount due from us to you.

14.4 Where there is more than one person signing this Agreement in the same capacity the liability of each of those persons under this Agreement will be joint and several (i.e. each of them is fully liable under this Agreement), and every agreement and undertaking will be construed accordingly).

14.5 By signing this Agreement (including signing the Application for Finance) you undertake and represent that:-

14.5.1 You have inspected the Equipment and satisfied yourself as regards all aspects thereof, and you have taken delivery of the Equipment in good working order and condition;

14.5.2 The execution and performance of this Agreement is fully within your power and created legally binding obligations on you that do not contravene any other contractual or legal obligations you may have; and

14.5.3 No material litigation, arbitration or administrative proceedings (including any which relate to your bankruptcy, winding up or dissolution, as appropriate) before by or of any court or governmental authority is pending or (to the best of your knowledge and belief) has been threatened against you or any of your assets.

14.6 All sums due under this Agreement will be paid to us at our address in Hong Kong from time to time (being at the date of this Agreement the address set out above) and will only be deemed to have been received by us when your cheque or payment order is honored. We will notify you of any change to our address. Time is of the essence in this Agreement.

14.7 We may at any time and without your consent assign or transfer all or any of our rights, benefits and obligations under this Agreement.

14.8 In this Agreement, "person" includes any individual, company or corporation and any firm, partnership or other unincorporated body of person.

14.9 Each of the provisions of this Agreement are severable and distinct from the others and if one or more of those provision is or becomes illegal, invalid or unenforceable, the remaining provisions will not be affected in any way.

14.10 Without prejudice to Clause 14.9 above, if this Agreement is declared void or voidable for any reason whatsoever, you agree that any outstanding rental payments will become immediately due and payable, we will have the right to repossess and take the Equipment and sell it at any price and in any manner as we think fit; you will be liable to reimburse us for any costs and expenses incurred by us in repairing the Equipment, and you will compensate us for any depreciation in the value of the Equipment (save for fair wear and tear).

14.11 Terms defined in the "Application For Finance" will have the same meaning in this Agreement. If there is any conflict between the terms of the Application For Finance and the terms set out in this document or if the information contained in the Application For Finance is incomplete or inconsistent with the information contained in this document, this document will prevail.

14.12 Upon demand by us from time to time you will promptly deliver all documents, deeds and instruments and perform or procure the performance of all other acts and things.

14.13 You will notify us in writing of any temporary or permanent change in your address or circumstances which might prevent us from locating you or the Equipment.

14.14 In the final interpretation of this Agreement, only the English version will apply.

14.15 If any sum due under this Agreement is not paid in full in the manner and at the time required for payment under this Agreement, we may in our absolute discretion contract with any third party collection agents for the collection from you of any such sum.

14.16 You shall not assign, sublet, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Equipment or any interest therein nor create or allow to be created any lien on the Equipment whether for repair or otherwise. In the event of any breach of this Clause 14.16 by you, we shall be entitled (though not bound) to pay third party any sum as is necessary to procure the release of the Equipment from any charge, encumbrance or lien and we shall be entitled to recover such sum from you. You expressly acknowledge that the Equipment is and remains our sole property and that you can neither acquire nor pass any title to it.

14.17 In the event that you are dissatisfied with the level of service provided to you in respect of this Agreement please contact our customer telephone hotline (BMW & MINI 25981009); (Alpha 2598 1005) or fax 800-90-1559 for details of our complaints procedure.

14.18 No failure or delay on your part to exercise any power, right or remedy in relation to this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by us of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy, nor shall the giving by us of any consent to any act or thing requested by you or the Dealer prejudice our right to withhold or give consent to doing of any other similar act or thing.

#### 15. Preservation of Rights

Our rights under this Agreement will be in addition to and independent of every other security which we may at any time hold for your obligations under this Agreement or otherwise.

8.1.2 向本公司支付原應在本協議尚餘期限內支付的租金(「未償還餘款」)及第14.3條所指閣下應付的款項;

8.1.3 向本公司支付在本協議終止日期何到期未付的款項;

8.1.4 倘若本公司認為閣下未有在合理程度內妥善保管設備,閣下須為彌補本公司因此為蒙受的與設備有關的任何損失或損毀向本公司作出所需的全部補償;及

8.1.5 倘若本公司需要追索閣下或設備或倘若本公司認為需採取任何措施以取回設備或從閣下收取款項,閣下須支付本公司合理的有關費用和支出(包括合理的法律費用)以及任何就本協議的終止而對本公司產生的全部有關費用和支出。

8.2 上文第8.1.2及8.1.5條的所有款項總額在本公司終止本協議當日期到支付,如有任何款項在該日未付,本公司可收取逾期付款利息直至款項支付為止。

#### 9. 協議條款的放棄

本公司於任何時間對本協議條款和條件的放棄或給予閣下寬限期,在任何方面都不損害本協議項下本公司的權利和閣下的義務。

#### 10. 退回設備及處置設備的權力

10.1 在不抵觸第12.1條款之前提下,本協議期滿或因任何原故提前終止後,閣下須將設備轉交回本協議列明的本公司營業地址或本公司指定的其他地址,並承擔任何有關開支及風險;交回的設備不得帶有任何侵權並須處於良好的操作狀況(合理的損耗除外)。閣下並須交回所有與設備有關的保單、牌照、登記及其他文件。

10.2 縱有前述規定,本公司有權,在毋須於本協議期滿或提前終止時作出事先通知的情況下,取回設備的管有權。就此目的而言,本公司可進入設備所在或本公司代理相信設備所在之任何土地或建築物;本公司並且有權將附於土地或建築物的設備或其任何部份遷移。閣下須對因遷移設備或任何部份有關對土地或建築物產生的任何及所有損害承擔責任。

10.3 在不抵觸第12.1條款之前提下,在本協議期滿或因任何緣故提前終止時,本公司有權按本公司全權酌量決定以任何方式向任何人士出售/處置設備。

#### 11. 本公司的責任範圍限制

11.1 由於設備不合理想狀況而產生的任何損失,本公司概不負責;本公司亦不就設備狀況或對任何用途的適用性有關的任何擔保或保證承擔任何責任。此外,對於設備不符在訂立本協議前閣下初步檢察的設備或閣下曾作出或曾向閣下作出的描述而引致的任何損失,本公司亦概不負責。

11.2 倘若閣下擬向提供設備的人士提出任何法律程序,本公司將盡力向閣下授予本公司對該人士所享有的任何權利。倘若本公司不能將權利授予閣下,本公司可(但並無義務)代閣下行使該等權利,但閣下須同意全數補償本公司就此而招致之全部費用和開支。

11.3 閣下應理解由於管有和使用設備而產生的任何性質的責任和義務(包括但不限於本公司控制範圍以外的事情,和因使用設備或任何相關事件而引致的任何設備損壞或引致對第三方負的任何責任)均為閣下獨自承擔的風險和責任;閣下不得宣稱:閣下

11.3.1 免除本公司所有該等責任和義務;及

11.3.2 承諾就所有由於設備而不論在任何情況下產生的費用、索償、損害賠償、開支(包括法律開支)、損失和法律程序,對本公司作出補償並使本公司不致蒙受任何損失。

#### 12. 購買選擇

12.1 倘若閣下沒有違反本協議任何條款,閣下在本協議期限屆滿前不少於三個月可以選擇以書面通知本公司藉以購買設備。購買價為租金餘額及所有未支付的款項,加服務收費表所列的選擇權費用(該服務收費表內容將不時調整);及本公司認為合理及必須的其他款項,購買價須於本協議期限屆滿時支付。在繳付購買款項後,閣下將成為設備的擁有人,但在未付清本協議下之一切稅項前,閣下僅是保管設備的託管人。所有法律應符合出售貨品所作之保證將不適用於本協議。

12.2 不論任何原因若本協議期限被延長(「延長的期限」),在整段延長的期限期間閣下必須履行本協議全部條款及條件並支付附表中規定的租金而第12.1條款提及行使購買選擇通知書應於延長的期限屆滿前不少於三個月給予本公司。

#### 13. 提前退款

13.1 倘若閣下沒有違反本協議任何條款,閣下在本協議原定期限屆滿前可隨時給本公司不少於7日書面通知後終止設備租賃,並向本公司支付提前退還餘款、費用、收費、罰支,第14.3條規定的任何佣金、提前退款的行政費用(根據本公司當時編製的服務收費表而釐定),但可從中扣除本公司當時附錄給予閣下的任何折扣;計算方法按本公司當時所採用的而使用的公式計算,有關公式可能是一般稱為「精算法」的公式或一般稱為「第78條規則」的公式或其他由本公司決定的公式。

13.2 閣下可不時要求本公司向閣下提供根據第13.1條提前終止本協議的應支付的總金額,屆時本公司將通知閣下本公司是否給予閣下第13.1條所提及的折扣及(如給予折扣)計算所得的金額。閣下確認該金額將由本公司根據當時適用於各類客戶(包括閣下)的業務政策釐定。閣下亦確認該等業務政策可隨時日而轉變,因此,根據本第13.2條向閣下作出的回應只適用於當時而將來任何時間。

#### 14. 一般規定

14.1 閣下應遵守下列各項賠償香港:

14.1.1 閣下不應與本協議有關的香港或其他國家的政府或任何當局的法律、法規、條例、規則或規例,引致本公司蒙受或產生的任何損失、損害、罰款、費用或開支;

14.1.2 與本協議的履行有關的第三方索賠(包括本公司的僱員及/或代理人、分包人及分包人的僱員及/或代理人)引致本公司蒙受的損失及損害,該損失或損害因本公司的行或所引致者除外;及

14.1.3 任何原因及不管是否因閣下的疏忽引致的設備或其任何部份的損失或損壞。

14.2 閣下在本協議有效期間須:-

(i) 在本公司發出要求時,向本公司支付本公司或他人代本公司招致的、確定設備所在、佔有、保存、修理、存放設備及設備辦理投保,和為執行本協議而由本公司或他人代本公司進行的任何法律程序的所有開支(包括按全數攤銷基準計算的設備費用和開支,亦包括但不限於本協議第14.15條所述、就任何到期款項與第三者欠款代收代訂項或折扣的所有開支);及

(ii) 在本公司就設備(依本公司酌量決定)支付閣下按本協議須支付的任何款項後補償本公司,若閣下未能支付該等款項,閣下不獲此授權本公司代閣下(依本公司酌量決定)支付該等款項,並在本公司發出要求時立即予以償還,並在閣下未能要求時隨即償還的情況下,繳付第3.4條例明的逾期付款利息。

14.3 閣下確認在租賃業務中出租人習慣上就其按照租賃協議提供設備而支付或收取佣金;因此,閣下在此明確同意本公司就設備或本協議支付或收取任何佣金;閣下確認任何佣金金額可在本協議項下應支付的各項租金金額中反映,本公司無義務向閣下申索或本公司支付或收取佣金數額。閣下在此明確同意,倘若本協議根據第7.1條終止,本公司有權向閣下收取本公司就設備已支付但沒有在尚欠租金中反映的任何佣金金額或從本公司欠負閣下的任何款項中扣除該佣金金額。

14.4 倘若本協議由多於一人以相同身份簽署,該等人士中每一位在本協議下的責任均為共同及個別的責任(即每一位在本協議項下均須負全責),而每項協議及承擔均按此理解。

14.5 閣下簽署本協議(包括簽署貸款申請書),即作以下承諾和聲明:-

14.5.1 閣下已盡善盡責,對其所有方面滿意。閣下亦已收到設備,設備處於良好的操作狀況與狀態;

14.5.2 閣下完全擁有簽署和履行本協議的權力,本協議對閣下訂定合法和有約束力的義務,且與閣下任何其他合約及法律義務沒有抵觸;及

14.5.3 現時在任何法院或政府機關中並無待決的針對閣下的資產的重大訴訟、仲裁或行政程序(包括有關閣下破產、清盤或解散(視適用情況)者),而按閣下所知和所信,也無任何該等重大訴訟、仲裁或行政程序的威脅。

14.6 根據本協議應付的款項應在本公司不時使用的香港地址(在本協議開辦日期前已預先的地址)支付,款項在閣下的支票或付款票據兌現後方視為收妥;本公司如有地址變更將通知閣下。時間是為本協議的要害。

14.7 本公司可在任何時間毋須閣下的同意轉讓或轉售本公司在本協議項下的全部或任何權利、權益和義務。

14.8 本協議內的「人」或「人士」包括任何個人、公司或法人團體和任何商戶、合夥組織或其他非公司的組織或人士。

14.9 本協議的條款是可分割和獨立的條款,如有一項或多項條款屬於或成為不合法、無效或不能執行時,其餘的條款不受任何影響。

14.10 在不損害上述第14.9條的情況下,在本協議因任何原因被宣佈無效或可予作廢,閣下同意任何尚欠的租金金額將立即到期和應予支付,本公司有權重新佔有和取回設備,並且本公司認為合適的任何價格和形式將設備出售;閣下有責任支付本公司修理設備所招致的任何費用和開支;閣下並須將設備的折舊(合理的損耗除外)向本公司作出賠償。

14.11 貸款申請書定義的術語在本協議中含義相同,如貸款申請書和本協議中的條款有任何矛盾之處,或貸款申請書所載的資料不完整或與本協議所載的資料不符,應以本協議所載為準。

14.12 閣下在本公司不時提出要求時,須立即簽署和交付所有其他文件、契據和文據,並履行或促使履行所有其他的行為及事項。

14.13 閣下的地址如有任何臨時或永久性更改,或有任何情況可能妨礙本公司尋找到閣下或設備,閣下應以書面通知本公司。

14.14 本協議的最終解釋以英文文本為準。

14.15 如本協議項下的任何到期款項並未按本協議規定的方式和在規定付款時間付清,本公司全權酌量決定與任何第三者欠款代收人訂約向閣下收取任何該等款項。

14.16 閣下不得出售、分租、抵押、按揭、押記、設立產權負擔、放棄管有或以其他方式處置設備或其中任何權益,亦不得對設備設立或容許設立任何留置權,不管是否基於維修或其他原因。倘若閣下違反第14.16條的任何規定,本公司有權(但並非必須)向任何第三人有支付所需的任何款項項以促使設備解除任何有關的押記、產權負擔或留置權,本公司有權向閣下收回該等款項。閣下明確承認,設備始於是本公司單獨完全擁有的財產,閣下無權轉讓或讓出其中任何權益。

14.17 倘若閣下對於就本協議向閣下提供的服務水平感到不滿意,請撥客戶熱線電話(BMW&MINI-2598 1009), (Alpha- 2598 1005)或傳真 800-90-1559,與本公司聯絡,索取提出投訴的詳情。

14.18 本公司如有或延遲就本協議行使任何權力、權利或補償權,概不視作放棄該等權力、權利或補償權;本公司單次或部份行使任何權力、權利或補償權,概不排除本公司在其他情況下不得行使該等權力、權利或補償權,或行使任何其他權力、權利或補償權;本公司就閣下或經銷商的要求而對任何行動或事項給予任何同意,概不影響本公司就任何其他類似行動或事項拒絕或給予同意的權力。

#### 15. 權利的保持

本公司在本協議項下的權利是本公司任何時候就閣下根據本協議(或在其他方面)對本公司應負的義務而持有的其他擔保權益以外的權利,且獨立於上述擔保權益。

16. **Notice**  
Any notice required to be served by us on you will be sent by post to our address set out overleaf or to any new address which you may from time to time notify to us in writing.
17. **Rights of Set Off**  
We may in addition to our rights as a financial institution, at any time and without notice to you combine or consolidate all or any of the amounts now or in the future standing to the credit of any of your accounts (whether maintained by you singly or jointly with others and whether with us or any other member of the BMW Group), against all sums due under this Agreement or any of your other obligations to us whether those obligations are actual or contingent, primary or collateral, several or joint.
18. **Law**  
This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
19. **Term of Agreement**  
This Agreement starts on the date this document is signed by us overleaf and continues in full force and effect until all your obligations under this Agreement are discharged.
20. **Amendment**  
We shall be entitled at any time by notice to you to amend or change any or all of the terms and conditions of this Agreement.

**B. ADDITIONAL TERMS FOR USE OF EQUIPMENT IN THE PRC AS WELL AS HONG KONG**

21. **Additional Obligations for Lessee**
- 21.1 You agree:-
- 21.1.1 Not to use or otherwise store or hold the Equipment in contravention of any law, statute, ordinance, enactment or regulation of the PRC; and
- 21.1.2 Not to remove the Equipment from the PRC (other than to Hong Kong) without our prior written consent; and
- 21.1.3 To obtain any import licences that may be required for importing the Equipment into the PRC.
- 21.2 Upon any default by you under this Agreement you agree to indemnify us for:-
- 21.2.1 All expenses incurred by us in disposing of the Equipment within the PRC (whether by sale, lease or otherwise) or in exporting the Equipment to Hong Kong.
- 21.2.2 Any customer duties (including any fines or other amounts payable in relation thereto) that may be payable upon export of the Equipment from the PRC.
- 21.2.3 Any stamp duty or similar taxes or duties that may be payable by us in relation to this Agreement or its enforcement in the PRC; and
- 21.2.4 All other costs, liabilities and expenses however incurred by us under or in connection with this Agreement in connection with the use and/or location of the Equipment in the PRC.
- 21.3 You will at all times comply with all laws, statutes, ordinances, rules and regulations of the PRC (including any authority therein) and will obtain all necessary licences, permits and consents which relate to and enable it lawfully to perform its obligations under this Agreement in the PRC and/or the use of the Equipment in the PRC and upon any failure by you to do so you will indemnify us against all losses, damages, fines, penalties, costs and expenses suffered or incurred by us as a result of non-compliance with same or failure to obtain same.
- 21.4 You agree that whenever requested by us you will assist us in apply to all relevant authorities both in Hong Kong and the PRC for any import and/or export licences required in order to export the Equipment from the PRC or import the Equipment into Hong Kong upon termination of this Agreement (whether upon expiration of the term of the leasing or upon default by you, or any other reason).
22. **Obligations are in Addition**  
You obligations in this Part B of the terms and conditions of this Agreement are in addition to and do not derogate from all of your obligations under Part A of the terms and conditions of this Agreement and the Application for Finance, and where in accordance with the terms of this Agreement the Equipments is for use in the PRC, you will comply with your obligations under both such Parts A and B and the Application for Finance.

**C. ADDITIONAL TERMS APPLICABLE TO SALE AND LEASEBACK TRANSACTIONS**

23. **Sale and Lease back Transactions**
- 23.1 This Part C only applies if the parties have ticked the box marked "sale and leaseback" in Section B (Type of Transaction) overleaf.
- 23.2 You (the Lessee) and we (BMW Financial Services Hong Kong Ltd) hereby agree to refinance your leasing and/or purchasing the Equipment subject to and upon the terms and conditions provided in this Part C.
- 23.3 **Sale/Purchase**-You agree to sell to us and we agree to buy, for the Finance Amount referred to in Clause 23.5 below, all interests, right, property or entitlement that you have or may have relating to the Equipment, including but not limited to;
- a) All equipment, accessories, parts and components and other things installed on or affixed to the Equipment; and
- b) All licences and permits relating to the Equipment;
- Whether at the date hereof and henceforth.
- 23.4 Documents to be provided-You shall deliver to us the following documents, if applicable, together with a copy of this Agreement duly completed and signed:
- a) All Registration Documents relating to the Equipment;
- b) An undated Notice of Transfer of Ownership executed by the Registered Owner of the Equipment;
- c) Copies of all documents relating to or affecting your rights over the Equipment, including but not limited to any hire purchase/ lease agreement;
- d) A copy of any document showing the name and the correct number of your bank account if the Finance Amount is to be credited to such an account; and
- e) Any other documents that we may reasonably require.
- 23.5 **Payment of Consideration**-The Finance Amount specified in Section D (Lease Period and Rental Payment) of the Lease Agreement (after deducting therefrom all sums whatsoever due from you to us and such reasonable handling charges or fee as we may in our absolute discretion decide) shall be paid by us within a reasonable time after the applicable conditions precedent referred to in Part C of these Terms and Conditions having been fulfilled and by the Method of Payment stipulated below (unless otherwise directed by the Lessee in writing), whereupon you shall be deemed to have received the Finance Amount in full.
- Method of Payment:**
- a) If refinancing is not arranged by the Dealer  
By cross-cheque drawn in favor of you to be collected by you or your agent or by direct credit to the account to be advised by you
- b) If refinancing is arranged by the Dealer  
Direct credit to the Dealer's account
- 23.6 **Lease Agreement**-You shall, after the sale and purchase referred to in Clause 23.3 above, lease the Equipment from us on the terms and conditions provided in this Agreement.
- 23.7 **Registered Owner-Notwithstanding Clause 23.3 above**, you shall continue to be the registered owner of the Equipment and be liable in that capacity until the Equipment is registered in the name of any other person as may be directed by us.
- 23.8 **Condition Precedent-Taking to Sell**-If the Equipment is the subject matter of an existing hire purchase/lease agreement between you and a third party (the "Third Party") or otherwise encumbered, the agreement for sale and purchase set out in Clause 23.3 above shall be conditional upon you or your agent delivering all documents (including registration document) to us and proving to our satisfaction that you have settled all sums that may be due under such an agreement and that you are entitled to sell the Equipment to us free of any encumbrances.
- 23.9 **Lease Agreement and Insurance Policy**-The agreement for sale and purchase set out in Clause 23.3 above shall also be conditional upon you producing within 7 days of execution of this Agreement for our custody an insurance policy which is in compliance with all respects with the relevant requirements contained in this Agreement (if such a policy has not been already delivered to us).
- 23.10 **Existing Hire Purchase/Lease Agreement**-If the Equipment is the subject matter of an existing hire purchase/lease agreement entered into between you and us, such existing agreement shall, subject to the condition referred to in Clause 23.9 above being fulfilled, be deemed to have been terminated by mutual agreement (without prejudice to any of our rights in relation to any antecedent breach by you) immediately before our entering into this Agreement and all sums payable by you to us upon such termination shall become due at the same time. Further, payment of the Consideration or any part thereof by you shall not in any manner prejudice our rights against you in respect of such an existing agreement.
- 23.11 **Your warranties and Undertakings**-You declare and warrant that:
- a) You are the sole and absolute beneficial owner of the Equipment unless otherwise disclosed;
- b) The Equipment is not subject to any lien, encumbrances, transaction nor any governmental action which is unknown to us or which may affect your right to pass a good title and deliver the Equipment to us forthwith;
- c) The documents was completed before being signed by you and that all details contained herein are true and correct in all material respects;
- d) The Equipment is in a roadworthy condition and in compliance with all the relevant provisions of the Road Traffic Ordinance and regulations made thereunder;
- e) You are not aware of any matter not fully disclosed in writing to us which might affect our judgment in respect of this Agreement.
- f) You will at your own expense render all assistance and deliver or execute all documents and do any things and actions at our own expense that we may reasonably require from time to time to perfect our title or to protect our interest in or connected with the Equipment.
- g) The Equipment conforms in all respects to any representations, warranties, description, conditions or stipulations as to capacity, quality, age, conditions, fitness for any purpose or otherwise which may have been given, made or accepted by you or your agent to us or which may be implied by statute or otherwise;
- h) You warrant that this Agreement and any Guarantee in relation thereto will be executed by you and/or the Guarantor, as the case may be, in the presence of or witnessed by the relevant person(s) stated to be the witness on such documents; and
- i) You will indemnify and keep us (including our successors and assigns) indemnified from all loss or damage suffered and all claims, cost and expenses made against or incurred by us in any way arising out of or consequent upon us having entered into this Agreement, whether arising out of your breach of any of the terms and conditions herein or any act or omission of the Dealer or otherwise.
- 23.12 You acknowledge that the accuracy of the matters so declared shall be relied upon by us in entering into this Agreement and hereby expressly agree and undertake to indemnify us for all loss and damages (including legal costs on a solicitor and client basis) in the event of a breach of this Clause 23.
- 23.13 **Risks and Property**-The beneficial ownership in the Equipment and all rights thereto connected shall vest in or continue to be vested in us after execution of this Agreement and all risks relating to the Equipment shall remain with you at all times.
- 23.14 **Agency**-You shall, upon the execution of this Agreement, be deemed to have authorised us to take all actions (including legal actions) at your expense and as your agent in relation to all matters (including but not limited to any contracts or insurance policies) connected with the Equipment and you shall indemnify us as stipulated in Clause 23.11 (a), provided that we shall be under no obligation whatsoever to take such action.
- 23.15 You authorize the dealer who signed this letter as your agent ("the Dealer") to take all actions relating to or incidental to this Agreement including but not limited to receiving payment for the Consideration and to give a valid receipt therefor.

**D. NOTICE TO COMMISSIONER OF INLAND REVENUE FROM LESSEE**

**Disclaimer of Depreciation Allowances**  
The Lessee hereby disclaims any and all initial or annual allowances which may be made to Lessee under Sections 37, 37 A or 39B of the Inland Revenue Ordinance ("IRO") in respect of the Equipment, and authorizes the Lessor to submit a copy of this Agreement to the Inland Revenue Department as the Lessee's notice of disclaimer under Section 39E (3) of the IRO.

The details of this Finance Lease Agreement are set out in Sections A to D overleaf.

16. **通知**  
本公司須發給閣下的通知將郵寄往頁所載的閣下的地址，或閣下不時以書面通知本公司的任何新地址。
17. **抵銷權**  
除本公司作為金融機構所具有的權利外，本公司可隨時毋須通知閣下將現在或將來閣下任何賬戶的餘款合併（不論該等賬戶是單獨持有或與其他人士持有，亦不該賬戶是在本公司或本集團其他公司內設立），以用作償還本協議項下的全部欠款或閣下對本公司所負其他義務，不管該等義務是實有的還是或有的，基本的還是附屬的，個別的還是共同的。
18. **法律**  
本協議將受香港法律管轄並按香港法律解釋。各方不可撤銷地接受香港法律的專屬性司法管轄。
19. **協議期限**  
本協議在本公司在前頁簽署本文件的當日開始全面生效，直至閣下在本協議項下的義務全部解除為止。
20. **修訂**  
本公司可不時向閣下發出通知修改或更改本協議中之任何或所有條款及細則。

**B 設備在中國和香港使用的附加條款**

21. **承租人附加義務**
- 21.1 閣下同意：-
- 21.1.1 不會在違反中國的任何法律、法規、法則或條例的情形下使用或以其他方式儲存或持有設備；及
- 21.1.2 未經本公司事先書面同意不會將設備運離中國（遷往香港除外）；及
- 21.1.3 取得設備進口中國所需的入口許可。
- 21.2 在閣下違反了本協議時，閣下同意向本公司作出如下賠償：-
- 21.2.1 本公司在中國境內處置設備（不論是以出售、出租或以其他方式）或設備出口至香港而招致的一切開支；
- 21.2.2 設備由中國出口所須支付的任何關稅（包括任何罰款或有關的其他應付款項）；
- 21.2.3 本公司就本協議或為了在中國境內執行本協議而須支付的任何印花稅或類似的稅款或關稅；及
- 21.2.4 本公司根據本協議或就本協議所招致的、與設備在中國境內使用及/或設備處於中國境內有關產生的一切其他費用、債務及開支。
- 21.3 閣下須在所有時候遵守中國（包括任何中國機關）的全部法律、法令、法規、規則和條例，和取得使其可合法地在中國執行其在在本協議項下義務及/或中國境內使用設備的全部有必要的許可、執照和批准，如閣下未能按此辦理而令本公司蒙受或招致損失、損害、罰款、懲罰、費用和開支，閣下須悉數賠償本公司。
- 21.4 閣下同意在本協議終止時（不論是因租賃期屆滿或閣下違約或任何其他原因）應隨時應本公司要求協助本公司向香港和中國的有關機關申請設備出口中國或進口香港所需的進口及出口許可證。
22. **本部份義務為附加義務**  
閣下在本協議條款 B 部份的義務是閣下在本協議中 A 部份項下的全部義務以外的義務，並不減損其須履行的上述 A 部份規定的義務。如根據本協議條款設備是在中國使用的話，閣下將履行 A、B 兩個部份規定的義務。

**C. 租購交易通用的附加條款**

23. **租購交易**
- 23.1 本第 C 部份僅適用於在前頁 B 部份（交易類別）租購安排的空格內加上 "√" 號的人士。
- 23.2 閣下（承租人）與本公司 (BMW Financial Services Hong Kong Ltd) 在此同意在本第 C 部份的條款和條件的前提下和規範下，就閣下的租賃及/或購買設備提供再融資安排。
- 23.3 **銷售/購買** - 閣下同意以下文第 23.5 條所列的貸款數額向本公司出售而本公司則同意購買閣下就設備擁有或可能擁有的一切權益、權利、財產或產權，包括但不限於：
- (a) 設備所裝配或附有的的一切設備、配件、零件及部份及其他物件；及
- (b) 與設備有關的一切牌照及許可；
- 且不論是在本協議日期或其後簽署者。
- 23.4 須提供的文件 - 閣下須連同已妥善填寫及簽署的本協議，向本公司交付下列文件（視適當情況而定）：
- (a) 與設備有關的所有登記文件；
- (b) 由設備的登記擁有人簽署但尚未填寫日期的轉讓權有權通知書；
- (c) 與閣下對設備的權利有關或有影響的所有文件的副本，包括但不限於任何租購/租賃協議；
- (d) 倘有貸款數額應匯入閣下的銀行戶口，應提供任何顯示閣下的銀行戶口的名稱及正確號碼的文件副本；及
- (e) 本公司合理要求的任何其他文件。
- 23.5 支付代價 - 租賃協議第 D 部份（租賃期和租金付款細則）列明的貸款數額（扣除閣下欠本公司的所有金額及本公司全權酌情決定收取的合理手續費或費用後）將在本條款和條件第 C 部份所指的適用先決條件獲得滿足後的合理時間內，由本公司按下文列明的付款方式（除非承租人以其書面方式另有指示）支付，屆時閣下即視作已經全數收取貸款金額。
- 付款方式：
- (a) 倘若再融資並非由經銷商安排以劃線支票、收入人為閣下，由閣下或閣下的代表收取，或按閣下的指示直接存入戶口
- (b) 倘若再融資由經銷商安排直接存入經銷商在香港銀行戶口。
- 23.6 **租賃協議** - 在上文第 23.3 條所指的銷售及購買完成後，閣下須按照本協議規定的條款和條件從本公司租賃設備。
- 23.7 **登記擁有人** - 縱有上文第 23.3 規定，閣下繼續為設備的登記擁有人，並以該身份承擔有關責任直至設備按照本公司指示以其他人土的名義登記註冊為止。
- 23.8 **先決條件** - 出售 - 倘若設備是閣下與任何第三方（「第三方」）簽訂的任何任何租購/租賃協議的主題事項在其他方面設有產權負擔，則上文第 23.3 條所載的買賣協議的先決條件是閣下或閣下的代表將所有文件（包括登記文件）交給本公司並按本公司認為滿意的方式證明閣下已清償在該協議項下欠負的一切款項，且閣下有權將設備出售給本公司而不附有任何產權負擔。
- 23.9 **租賃協議及保險單** - 上文第 23.3 條所載的買賣協議另一先決條件是閣下在本協議簽署後 7 日內將一份在所有方面符合本協議載列的有關要求的保單交付予本公司保存（倘若仍未將有關保單交付予本公司）。
- 23.10 **現有租購/租賃協議** - 倘若設備是閣下與本公司簽訂的現有租購/租賃協議的主題事項，在上文第 23.9 條所指先決條件獲得滿足的前提下，該項現有租購將視作在緊接於本公司簽訂本協議前即根據相互協議予以終止（不影響本公司就閣下在此之前因違反該協議任何規定而應擁有的任何權利），而閣下在上述終止時應交付予本公司的所有款項將於同時成為到期應付。此外，應給予閣下的代價或其任何部份的付款款不會在任何方面影響本公司就該項有協議而對閣下所擁有的權利。
- 23.11 **閣下的保證及承諾** - 閣下聲明及保證如下：
- (a) 除另有披露外，閣下是設備的唯一及絕對實益擁有人；
- (b) 設備並不受到任何本公司未知或有可能影響閣下即時將其妥善業權轉移或將設備交付予本公司的留置權、產權負擔、交易或政府行動的規限；
- (c) 本文件由閣下在簽署前填妥，其內所載一切詳情在所有重要方面均為真實正確；
- (d) 設備處於可運輸狀況，並符合道路交通條例及據此製訂的規例所提出的一切有關要求；
- (e) 閣下不知悉任何未以書面全面向本公司披露而可能影響本公司對本協議判斷的事項；
- (f) 閣下會就本公司為完善本公司對設備的業權或保護本公司在設備或有關的權益而不時提出的合理要求，提出一切所需協助及交付或簽署一切所需文件及進行任何所需事項及行動、費用由閣下承擔；
- (g) 設備在所有方面符合閣下或閣下的代表就性能、質量、年齡、狀況、用途、適合任何用途或其他方面而向本公司給予、作出或接納或可能因任何法例或其他情況而顯示的任何陳述、保證、描述、條件或規格；
- (h) 閣下保證本協議及有關的任何擔保已經/將會由閣下及/或擔保人（視情況而定）在有關文件列明為見證人的有關人士面前簽署；及
- (i) 閣下須由於本公司簽訂本協議導致或引致（不管是由於閣下違反任何本文件所載的條款和條件或經銷商的任何行動或遺漏的行動或其他原因）本公司須承受的一切損失或損害及向本公司提出或由本公司招致的一切索償要求、費用及支出，向本公司作出賠償並令本公司（包括本公司承繼人及承讓人）不受任何損害。

- 23.12 閣下確認本公司簽訂本協議是倚賴上述聲明的事項的準確性，並在此明確同意及承諾在違反本第 23 條的情況下閣下向本公司賠償損失及損害（包括按律師與委託人基準計算的法律費用）。
- 23.13 **風險及產權** - 設備的實益擁有權及有關的一切權利在本協議簽署後歸屬本公司或繼續歸屬本公司，而與設備有關的一切風險則在所有時間仍由閣下承擔。
- 23.14 **代理** - 閣下在簽署本協議時視作已授權本公司就一切與設備有關的事宜（包括但不限於任何合約或保單）採取一切所需行動（包括法律行動），費用由閣下承擔；並作為閣下的代理；閣下須按第 23.11(a) 條的規定向本公司作出補償，惟本公司並無任何義務必須採取該等行動。
- 23.15 閣下授權以閣下代理的身份簽署本文件的經銷商（「經銷商」）採取一切與本協議有關或相關的行動，包括但不限於收取代價的付款及就此發出有效收據。

**D. 承租人致稅務局局長的通知**

**拒絕免稅扣除聲明**  
承租人在此致放棄任何及一切依據稅務條例第 37、37A 或 39B 條可就設備而獲給予的初期或每年免稅額，並授權出租人提交本協議的副本予稅務局，作為承租人依據稅務條例第 39E(3) 條作出的放棄聲明通知。

本貸款租購協議的詳情載列於前頁 A 至 D 部份。