

# Hire Purchase 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" means the BMW Financial Services Hong Kong Ltd and its successors and assigns and "us" and "our" will be read accordingly. In this Agreement "you" and the "Hirer" means each and every person signing this Agreement as hirer 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, the Hirer, 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 to us all amounts of rental payments on the dates described in Section D (Finance Details) of the Hire Purchase Agreement.

3.2 If you have agreed to pay hire purchase charges at a variable rate of interest under Section D (Finance Details) of the Hire Purchase 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 towards notional principal and interest 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 (Finance Details) of the Hire Purchase 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 Goods and you are only hiring them from us. In this Agreement, "Goods" means the vehicle/property described under Section C (Description of Goods) including all accessories, attachments, replacements, renewals and re-designations from time to time.

4.2 Upon receipt by us of all the payments due from time to time listed or referred to in this Agreement (plus an Option Fee that is stipulated in the Service Fee Table, which may change from time to time, and any late payment interest, together with all other costs, charges and expenses due to us AND any amount payable to us referred to in Clause 10 below) and upon full discharge by you of all your obligations under this Agreement you will be deemed to have exercised your option to purchase the Goods from us (the "Purchase Option") UNLESS you have notified us in writing prior to payment of the last instalment that you do NOT wish to purchase the Goods.

4.3 Upon exercise of the Purchase Option, you will have the right to request us to return the vehicle registration documents to you upon payment by you of an additional purchase payment, such purchase payment to be determined according to our published scale of charges in force from time to time.

4.4 Until you have exercised the Purchase Option you must not, at any time, part with possession of the Goods or sell, assign, transfer, mortgage, pledge, create a lien over or otherwise encumber or dispose of, or lease or hire out, the Goods or agree to do so or UNLESS the box ticked overleaf indicates that the Goods are for use in the People's Republic of China ("PRC") (see Part B Additional Terms For Use of Goods in the PRC) take the Goods out of Hong Kong (in this Agreement "Hong Kong" means The Hong Kong Special Administrative Region of the PRC) without your prior notice to us and our prior written consent.

### 5. Hirer Obligations

Throughout the term of this Agreement you will:-

5.1 At your expense, comprehensively insure and continue to insure the Goods 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:-

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

5.1.2 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;

5.1.3 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;

5.1.4 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 Goods and we will be entitled to the benefit of all proceeds of any insurance policy relating to the Goods;

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

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

5.1.7 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 expenses incurred in respect of such payment or action.

5.2 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 Goods on your behalf at any time.

5.3 Obtain delivery of the Goods at your expense; maintain the Goods 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 Goods however arising.

5.4 Grant to us or our nominated representative the right at any time (but not the obligation) to:-

5.4.1 Enter onto any premises or location where the Goods are located in order to inspect, repair or remove the Goods at your expense; and

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

5.5 Punctually and at your sole expense, register the Goods in your name and deliver the registration certificate for the Goods to us for our retention until the Balance of Hire Price together with any additional charges are paid in full, and pay all registration fees, license fees, taxes and other fees or duties that may be payable on the satisfaction of any of those obligations and you agree to fully indemnify us for all our related costs and expenses incurred. You shall produce to us on demand the latest receipts for all such payments. If you default under this Clause 5.5 we shall be at liberty to make all or any of such payments and to recover such amounts from you forthwith.

5.6 Pay and discharge all fines or other penalties or charges in respect of the Goods.

5.7 Not use the Goods for any illegal or immoral purpose; and

5.8 Promptly comply with any instructions given by us in respect of the Goods. Your obligations under this Clause 5 will end once you have exercised the Purchase Option and made all payments payable hereunder or if we resume possession of the Goods but only if you comply with your obligations under Clauses 5.5 and 5.6 in respect of all liabilities incurred up to the time we resume possession of the Goods).

## A. 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」是指 BMW Financial Services Hong Kong Ltd 及及其承繼人及承讓人，而「本公司」亦應按此解釋。在本協議內，「閣下」及「租購人」指以租購人身份簽署本協議的每名人士以及所有須承擔責任的人士（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 閣下作為租購人確認在簽署本協議時，閣下已閱讀和明白本協議的所有條款，並同意受其約束，並同意保證及聲明「貸款申請書」內的所有資料均為真確，並同意其構成本協議的部份。

1.3 倘若閣下在本協議下的責任須受保證人或第三者抵押所規限，閣下在此同意本公司向擔保人/保證人提供：  
a) 本合同副本或摘要以證明須受保證或擔保的責任；  
b) 逾期付款的任何最後付款通知副本；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獲告知所有該等條款資料，閣下並進一步確認，由 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且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必要的查詢，包括但不限於與閣下的僱主、銀行及/或會計師接觸，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，以及所得的全部資料存放於電腦或其他技術設備內。

### 3. 付款

3.1 閣下在此不可撤銷地同意按租購協議第 D 部份（貸款詳情）所列的數額及日期向本公司支付所有租金付款。

3.2 倘若閣下同意根據租購協議第 D 部份（貸款詳情）按浮動利率支付租購費用，閣下即承認根據本條款應支付的每次付款款額是本公司參考在本協議簽署日期公佈或適用的利率（如最優惠貸款利率）計算所得。倘若在本協議期間的任何時間該利率有任何變動，本公司可隨時以書面通知閣下改變本條款規定的任何或所有日後付款，以反映有關變動。每次付款將按本公司不時所決定的每次付款的估計利息及本金組成部份。對於根據本條款應支付的任何付款款額或任何付款估計計本金及利息的應用，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率支付租金（如租購協議第 D 部份（貸款詳情）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變更。

3.4 倘若本公司在本協議規定的到期付款日或之前未有收到任何有關付款，本公司可（在不影響本公司在本協議下的其他權利的情况下）向閣下收取逾期付款利息，就所有到期應付但仍未付的數額按每月 3% 的利率（或本公司不時通知之其他息率），每日計息至付款日期止，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. 貨品的所有權

4.1 本公司擁有貨品並對其享有完全的所有權和權益，而閣下只是向本公司租購貨品，在本協議中，「貨品」指第 C 部份（貨品詳情）所述的車輛/財產，包括所有配件、附加裝置、代替物品、更新物品及不時重新指定的物品。

4.2 在本公司收到本協議所列或所述不時期應付的所有付款（以及服務收費表內所列的選擇權費用（該服務收費表內容將不時調整）及任何延遲付款利息連同內款本公司的所有其他費用、收費及開支以及下文第 10 條所述應付予本公司的任何款額）及在閣下全面履行閣下在本協議下的所有責任後，閣下將被視為已行使從本公司購買貨品的選擇權（「購買選擇權」），除非閣下在作出最後一期付款前，以書面通知本公司閣下不擬購買貨品。

4.3 在行使購買選擇權後，閣下將有權要求本公司在閣下支付額外購買款項後，向閣下退回車輛登記文件，有關購買款項將按本公司所公佈不時有效的收買率決定。

4.4 直至閣下已行使購買選擇權前，閣下不得於任何時間放棄賣有貨品或把貨品出售、轉讓、按揭、抵押或就貨品設定留置權或其他產權負擔或置業或租賃或出租貨品或同意上述各項或在閣下未事先通知本公司及本公司未事先書面同意的情况下，把貨品帶出香港境外（在本協議內，「香港」指中華人民共和國「中國」香港特別行政區），除非在背頁的空格加上「\*」號顯示貨品在中國使用（見 B 部份貨品在中國使用的附加條款）。

### 5. 租購人的義務

在本協議的整個有效期間，閣下將：

5.1 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貨品的全面重置價值全面地投保法律規定的全部可保風險並維持該等保險，就該保險而言：

5.1.1 閣下須依時支付全部保費並向本公司提供收據；

5.1.2 倘若閣下打算就一份或多份保險提出任何索償，閣下必須首先在導致閣下索償的情況發生後 24 小時內向本公司作出通知，並提供本公司可能要求的詳細資料；

5.1.3 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責任免除、解除或收據或訂立本公司全權酌情決定的任何索償解決方法；

5.1.4 閣下須把保單正本存放於本公司並以本公司為該保險的第一賠償收款人，本公司有權獲得貨品保險的所有賠款的利益；

5.1.5 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；

5.1.6 此外，倘若本公司向閣下提供貸款以購買保險，本公司有權獲得該保險的任何退回或償還的保金；及

5.1.7 倘若閣下未有依時支付任何保金，本公司可（但並非必須）就有關保金作出付款或就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任何繳付或支出按全數賠償基準由閣下退回有關款項。

5.2 就所有保險款項和本公司為使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；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貨品投保任何保險。

5.3 自費提取貨品、維持貨品於良好狀態和妥善維修（合理的損耗除外），但閣下不得就此對貨品設定任何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貨品的損失或損壞個人承擔一切責任。

5.4 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：

5.4.1 進入放置貨品的任何場所或地點以檢查、修理或運移貨品，費用由閣下承擔；及

5.4.2 作出本協議擬定與貨品或貨品的保養、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（價錢及方法按本公司認為恰當為準）。

5.5 準時及由閣下自費以閣下的名義登記貨品，並把貨品的登記證交付本公司保存直至租購的餘額連同任何附加收費已悉數支付，以及支付履行該等義務時可能應付的所有登記費、牌照費、稅項及其他費用或關稅，閣下並同意對本公司招致的所有有關費用和支出和開支作出十足彌償。閣下須於本公司要求時，向本公司提供所有該等付款的最近期收據。如閣下未有履行本第 5.5 條的義務，本公司可作出全部或任何有關付款，並立即向閣下討回有關款項。

5.6 就貨品支付及清償所有罰款、其他罰金或收費。

5.7 不得以貨品作任何非法或不道德的用途；及

5.8 儘快遵守本公司就貨品所發出的任何指示，閣下在本第 5 條項下的義務在閣下已行使購買選擇權並作出本協議下應付的所有款項後，或如本公司收回貨品後終止（但閣下必須先遵守就本公司收回貨品前閣下在本第 5.5 條及 5.6 條項下所產生的義務）。

## 6. Our Right to Terminate This Agreement and Take Possession of the Goods

- 6.1 We may at any time terminate this Agreement and take possession of the Goods if:-
- 6.1.1 You fail to pay on the due date any payment due from your hereunder; or
- 6.1.2 You are in breach of the express or implied terms of this Agreement; or
- 6.1.3 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
- 6.1.4 You do or cause to be done or permit or suffer any act or thing whereby our rights in the Goods are prejudiced or put in jeopardy; or
- 6.1.5 You are in breach of the terms of any other agreement or contract entered into by you with the BMW Financial Services Hong Kong Ltd for the financing (in whole or in part) by us of any vehicle, Goods or other property; or
- 6.1.6 Proceedings are commenced either by or against you for your bankruptcy, winding-up or dissolution; or
- 6.1.7 You are unable to pay your debts as they fall due or are convicted by any competent court of a criminal offence; or
- 6.1.8 Any person threatens to take (or takes) any of the Goods to satisfy a debt or in any execution or other legal process; or
- 6.1.9 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.
- 6.2 Any termination of this Agreement will not affect, and shall be without prejudice to all of our accrued rights and all of your accrued obligations to us at the date of termination.

## 7. Your Liabilities if We Terminate This Agreement

- 7.1 If this Agreement is terminated by us before you have made all the payments due to us under this Agreement you will:-
- 7.1.1 Cease to have our consent to have possession of the Goods and you will immediately return the Goods, at your own risk and expense, in good working order and condition (and any document relating to the Goods, such as registration, title, etc) to such place as we may inform you;
- 7.1.2 Pay to us a sum equivalent to the aggregate of all rental 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 11.3;
- 7.1.3 Pay to us any payments which were overdue on the date this Agreement is terminated by us;
- 7.1.4 Indemnify us in respect of all sums necessary to make good any loss or damage suffered by us in respect of the Goods if, in our opinion, you have not taken reasonable care of the Goods;
- 7.1.5 Pay all our costs and expenses (including reasonable legal expenses) if we need to trace you or the Goods or if, in our opinion, we need to take any steps to get back the Goods or to obtain payment from you and any other costs and expenses incurred by us in connection with the termination of this Agreement; and
- 7.1.6 Consent to us transferring registration of the Goods out of your name, and in this regard you consent to us completing, signing and submitting to the appropriate authority on your behalf such documents of transfer as may be necessary.
- 7.2 The total of all the amounts in Clauses 7.1.2 and 7.1.5 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.

## 8. 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.

## 9. Restrictions on Our Liability

- 9.1 We are not responsible for any loss that may arise because the Goods are not in satisfactory condition and we will not be liable for any guarantees or warranties relating to the Goods' condition or the Goods' fitness for any purpose whatsoever. In addition, we will not be responsible for any loss that may be caused if the Goods are not the same as that which you initially inspected or which were described by or to you before you entered into this Agreement.
- 9.2 If you wish to commence any proceedings against the person who gave you the Goods, we will endeavor to grant you any rights we have against that person. If we cannot give you those rights then we may (without obligation to do so) exercise them on your behalf provided that you agree to full indemnify us in respect of all our costs and expenses incurred.
- 9.3 You acknowledge that all liabilities and obligations of whatsoever nature arising out of the possession and use of the Goods (including, but not limited to, any event beyond our control and any damage sustained to the Goods or any liability to any third parties as a result of the use of the Goods or any event associated therewith) are for your sole risk and responsibility and you irrevocably:-
- 9.3.1 Release us from all such liabilities and obligations; and
- 9.3.2 Undertake to indemnify and hold us harmless from and against all costs, claims, damages, expenses (including legal expenses) losses and proceedings whatsoever and howsoever arising, in respect of the Goods.

## 10. Prepayments

- 10.1 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 hiring of the goods 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 11.3 and an administration fee in respect of such prepayment (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 your 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 formula as we decide).
- 10.2 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 10.1 and at that time we will advise you as to whether any discount referred to in Clause 10.1 would be granted to you and if so the amount of it calculated as a result which you acknowledge is to be determined by us in accordance with our business practices at that time in relation to our various types of customer 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 10.2 will only relate to the time at which it is given and not any future time.
- 10.3 Ownership of the Goods cannot pass to you under Clause 4 until the aggregate of the outstanding Balance of Hire Price plus all other amounts payable by you upon a prepayment as referred to in Clause 10.1 and 10.2 are paid, and payment by you of any lesser amount will not be treated as a prepayment, will not reduce the Outstanding Balance and will not reduce the original term of this Agreement but will be held to your account as a payment to be applied against rental payments subsequently becoming due.

## 11. General

- 1.1 You acknowledge that you may from time to time after the date of this Agreement borrow money from or be indebted to us upon such terms as may from time to time be agreed between us, in which case, without prejudice to our rights against you (under this Agreement or otherwise), you agree that:-
- 11.1.1 We may extend the due dates for payment until the ultimate balance of all moneys and obligations (whether present or future, actual or contingent) on any account or in any manner whatsoever (whether alone or jointly, or whether as principal or surety and in whatever name, form or style) owing or incurred by you to us are fully paid and satisfied; and
- 11.1.2 Until such time the Goods will remain our property and you will not be entitled to exercise the Purchases Option to purchase the Goods and to acquire title to them.
- 11.2 During the term of this Agreement you will:-
- 11.2.1 Pay to us on your 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 Goods or preserving, repairing, insuring and/or storing the Goods and 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 11.15, and
- 11.2.2 Reimburse us for any amounts we may in our discretion pay in relation to the Goods 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.
- 11.3 You acknowledge that it is customary in the hire purchase business for an owner to pay or be paid commission relating to the supply of the goods under the hire purchase agreement and therefore you hereby expressly agree and consent to us making or receiving any commission payment in relation to the Goods 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 6.1 or Clause 10, we are entitled to charge you for the amount of any such commission paid by us in relation to the Goods which is not reflected in the Balance Outstanding or deduct the same from any amount due from us to you.
- 11.4 You shall indemnify us against:-
- 11.4.1 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;

## 6. 本公司終止本協議及佔有貨品的權利

- 6.1 倘若出現任何下列情況，本公司可隨時終止本協議並佔有貨品：
- 6.1.1 閣下在到期支付日未能支付本協議項下的任何到期欠款；或
- 6.1.2 閣下違反本協議任何明示或默示的條款；或
- 6.1.3 閣下在本協議所作的任何聲明或承諾屬於或（在任何時間或不時）被證實為錯誤或誤導或閣下對本公司隱瞞任何重要事實；或
- 6.1.4 閣下作出任何行為或事情使本公司在貨品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
- 6.1.5 閣下違反閣下與 BMW Financial Services Hong Kong Ltd 就本公司為任何車輛、貨品或其他財產提供（全部或部分）融資而訂立的任何其他協議或合同；或
- 6.1.6 閣下申請或遭申請破產、清盤或解散；或
- 6.1.7 閣下未能償還任何到期欠款，或被任何有司法管轄權的法院裁定違反刑事罪行；或
- 6.1.8 任何人士為償還或在執行判決或其他法律程序中威脅要取去（或取去）任何貨品；或
- 6.1.9 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。
- 6.2 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應向本公司履行的既有責任。

## 7. 閣下在本公司終止本協議時的責任

- 7.1 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：
- 7.1.1 不再獲得本公司同意閣下管有貨品，閣下須將貨品（連同任何與貨品有關的文件，如登記、業權文件等）立即退還至本公司通知閣下的地點，貨品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；
- 7.1.2 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 11.3 條所指閣下應付的款項；
- 7.1.3 向本公司支付在本協議終止日期任何到期未付的款項；
- 7.1.4 倘若本公司認為閣下未有在合理程度內妥善保管貨品，閣下須為彌補本公司因此而蒙受的與貨品有關的任何損失或損害向本公司作出所需的全部補償；
- 7.1.5 倘若本公司需要追尋閣下或貨品或倘若本公司認為為採取任何措施以取回貨品或從閣下收取款項，則閣下須支付本公司的全部有關費用和支出（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；及
- 7.1.6 同意本公司把貨品的登記轉離閣下名下，就此而言，閣下同意本公司在需要時代表閣下完成、簽署有關轉讓文件並呈交有關當局。
- 7.2 上文第 7.1.2 及 7.1.5 條的所有款項總額在本公司終止本協議當日到期支付，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。

## 8. 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。

## 9. 本公司的責任範圍限制

- 9.1 由於貨品不合理使用狀況而產生的任何損失，本公司概不負責；本公司亦不就貨品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，對於貨品不符在訂立本協議前閣下初步檢查的貨品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。
- 9.2 倘若閣下擬向提供貨品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。
- 9.3 閣下確認由於管有和使用貨品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項，和因使用貨品或任何相關事件而引致的任何貨品損壞或引致對第三方的任何責任）均為閣下獨自承擔的風險和責任，閣下不可撤銷地：
- 9.3.1 免除本公司所有該等責任和義務；及
- 9.3.2 承諾就所有由於貨品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。

## 10. 提前還款

- 10.1 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 日書面通知後終止貨品租購，並向本公司支付當時未償還餘款、所有累積利息、費用、收費、開支、第 11.3 條規定的任何佣金、提前還款的行政費用（根據本公司不時調整的服務收費表而釐定），但可從中扣除本公司當時酌情給予閣下的任何折扣，計算方法按本公司當時就此目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。
- 10.2 閣下不可時要求本公司向閣下提供根據第 10.1 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 10.1 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）的業務措施釐定。閣下亦確認該等業務措施可隨時而轉變，因此，根據本第 10.2 條閣下作出的回應只適用於當時而非將來任何時間。
- 10.3 貨品的擁有權不能根據第 4 條轉移給閣下，直至閣下已支付租購價的餘額及閣下按第 10.1 及 10.2 條所述在提前還款時應支付的所有其他款項。如閣下的付款少於上述款項，將不會被視為提前還款，不會減少未償還餘款，亦不會縮短本協議的原訂期限，但將會記入閣下的賬戶作為付款，用作支付其後到期應付的租金。

## 11. 一般規定

- 11.1 閣下確認，閣下可於本協議日期後不時按協定的條款向本公司借款或欠負本公司任何債項，如有此情況，在不損害本公司對閣下的權利（根據本協議或其他方面）的情況下，閣下同意：
- 11.1.1 本公司可延長付款的到期日，直至閣下在任何賬戶或以任何方式（不論單獨或共同，不論作為當事人或擔保人，不論以任何名義、形式或欠負本公司須對本公司承擔的所有款項及債務的總餘額（不論現有或未來、實際或是或有的）已全數支付及清償；及
- 11.1.2 在貨品仍為本公司財產的時間內，閣下將無權行使購買選擇權，以購買貨品及獲取其擁有權。
- 11.2 閣下在本協議有效期間須：
- 11.2.1 在本公司發出要求時，向本公司支付本公司或他人代表本公司招致的、確定貨品所在、佔有、保存、修理、存放貨品及貨品管理或保費，和為履行本協議而由本公司或他人代表本公司進行的任何法律程序的所有開支（包括按全數賠償釐定的法律費用和開支，亦包括但不限於本協議第 11.15 條所述、就任何到期款項與第三者欠代收人訂約而招致的所有開支）；及
- 11.2.2 在本公司就貨品（依本公司酌情決定）支付閣下按本協議須支付的任何款項後補償本公司，如閣下未能支付該等款項，閣下據此授權本公司代閣下（依本公司酌情決定）支付該等款項，並在本公司發出要求時立即予以償還，並在閣下未能在要求時隨即償還的情況下，繳付第 3.4 條列明的逾期付款利息。
- 11.3 閣下確認在租購業務中擁有者習慣上就其按照租購協議提供貨品而支付或收取佣金；因此，閣下在此明確同意本公司就貨品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项租金金額中反映，本公司無義務向閣下申報本公司支付或收取的佣金數額。閣下亦在此明確同意，倘若不論根據第 6.1 條或 10 條終止，本公司有權向閣下收取本公司就貨品已支付但沒有在尚欠租金中反映的任何佣金金額或本公司欠負閣下的任何款項中扣除該佣金金額。
- 11.4 閣下應就下列各項賠償本公司：
- 11.4.1 閣下不遵守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；

<p>11.4.2 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</p> <p>11.4.3 Loss of or damage to the Goods or any part of them arising from any cause and whether or not resulting from your negligence.</p> <p>11.5 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 if fully liable under this Agreement), and every agreement and undertaking will be construed accordingly.</p> <p>11.6 By signing this Agreement (including signing the Application for Finance) you undertake and represent that:-</p> <p>11.6.1 You have inspected the Goods and satisfied yourself as regards all aspects thereof, and you have taken delivery of the Goods in good working order and condition.</p> <p>11.6.2 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</p> <p>11.6.3 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.</p> <p>11.7 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 written overleaf) and will only be deemed to have been received by us when you cheque or payment order is honored. We will notify you of any change to our address. Time is of the essence in this Agreement.</p> <p>11.8 We may at any time and without your consent assign or transfer all or any of our rights, benefits and obligations under this Agreement.</p> <p>11.9 In this Agreement, "person" includes any individual, company or corporation and any firm, partnership or other unincorporated body of persons.</p> <p>11.10 Each of the provisions of this Agreement are severable and distinct from the others and if one or more of those provisions is or becomes illegal, invalid or unenforceable, the remaining provisions will not be affected in any way.</p> <p>11.11 Without prejudice to Clause 11.10 above, if this Agreement is declared void or voidable for any reason whatsoever, you agree that any outstanding payment installments will become immediately due and payable we will have the right to repossess and take the Goods and sell them 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 Goods, and you will compensate us for any depreciation in the value of the Goods (save for fair wear and tear).</p> <p>11.12 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.</p> <p>11.13 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 (including, without limitation, re-registering title to the Goods in our name or in the name of any other third party we may nominate) as we may consider necessary to give us the full benefit of this Agreement. In addition, you hereby appoint us your attorney to transfer registration to the Goods and in this connection to execute and submit any forms or agreements on your behalf and pay any moneys on your behalf (which will be repayable by you as provided in Clause 11.2.2) and you hereby request any authority or other person dealing with us to treat all such action as your actions.</p> <p>11.14 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 Goods.</p> <p>11.15 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 sum.</p> <p>11.16 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 &amp; MINI 25981009); (Alpha 2598 1005) or fax for 800-90-1559 details of our complaints procedure.</p> <p>11.17 No failure to delay on our 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.</p> <p><b>12. Rights of Set Off</b> 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.</p> <p><b>13. Preservation of Rights</b> 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).</p> <p><b>14. Notice</b> Any notice required to be served by us on you will be sent by post to your address set out overleaf or to any new address which you may from time to time notify to us in writing.</p> <p><b>15. Law</b> 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.</p> <p><b>16. Term of Agreement</b> This Agreement starts on the date this document is signed by the owner overleaf and continues in full force and effect until all your obligations under this Agreement are discharged.</p> <p><b>17. Amendment</b> 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.</p> <p><b>B. ADDITIONAL TERMS FOR USE OF GOODS IN THE PRC AS WELL AS HONG KONG</b></p> <p><b>18. Additional Obligations for Hirer</b></p> <p>18.1 You agree:-</p> <p>18.1.1 Not to use or otherwise store or hold the Goods in contravention of any law, statute, ordinance, enactment or regulation of the PRC; and</p> <p>18.1.2 Not to remove the Goods from the PRC (other than to Hong Kong) without our prior written consent; and</p> <p>18.1.3 To obtain any import licenses that may be required for importing the Goods into the PRC.</p> <p>18.2 Upon any default by you under this Agreement you agree to indemnify us for:-</p> <p>18.2.1 All expenses incurred by us in disposing of the Goods within the PRC (whether by sale, lease or otherwise) or in exporting the Goods to Hong Kong;</p> <p>18.2.2 Any custom duties (including any fines or other amounts payable in relation thereto) that may be payable upon export of the Goods from the PRC;</p> <p>18.2.3 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</p> <p>18.2.4 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 Goods in the PRC.</p> <p>18.3 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 Goods 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.</p> <p>18.4 You agree that whenever requested by us you will assist us in applying to all relevant authorities both in Hong Kong and the PRC for any import and/or export licences required in order to export the Goods from the PRC or import the Goods 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).</p> <p><b>19. Obligations are Addition</b> Your 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 Goods are for use in the PRC, you will comply with your obligations under both such Parts A and B and the Application for Finance.</p> <p><b>20. Interpretation</b> In the final interpretation of this Agreement, only the English version will apply.</p>	<p>11.4.2 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動所引起者除外; 及</p> <p>11.4.3 任何原因及不管是否因閣下的疏忽引致的貨品或其任何部份的損失或損壞。</p> <p>11.5 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责任 (即每一位在本協議項下均須負上全責), 而每項協議及承擔均按此理解。</p> <p>11.6 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:</p> <p>11.6.1 閣下已檢查貨品, 對其所有方面滿意, 閣下亦已收到貨品, 貨品處於良好的操作狀況與狀態;</p> <p>11.6.2 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</p> <p>11.6.3 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。</p> <p>11.7 根據本協議應付的款項應在本公司不時使用的香港地址 (在本協議簽署日期載於前頁的地址) 支付, 款項在閣下的支票或付款票據獲兌現後方視為收訖, 本公司如有地址轉變將通知閣下。時間是本協議的要素。</p> <p>11.8 本公司可在任何時間毋須閣下的同意轉讓或轉移本公司在本協議項下的全部或任何權利、權益和義務。</p> <p>11.9 本協議內的「人」或「人士」包括任何或法人團體和任何商行、合夥組織或其他非公司的組織或人士。</p> <p>11.10 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。</p> <p>11.11 在不損害上述第 11.10 款的情況下, 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分期付款金額將立即到期和應予支付, 本公司有權重新佔有和取回貨品並以本公司認為恰當的任何價格和形式將設備出售; 閣下有責任償付本公司修理貨品所招致的任何費用和開支; 閣下並須就貨品的折舊 (合理的損耗除外) 向本公司作出賠償。</p> <p>11.12 貸款申請書定義的詞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。</p> <p>11.13 在本公司不時提出要求時, 閣下將從速簽立及交付本公司認為必要的所有其他文件、契據和文書, 以及履行或促使履行本公司認為必要的所有其他的行為及事宜, (包括但不限於以本公司的名義或以本公司可能提名的任何其他第三方的名義重新註冊貨品的擁有權), 以使本公司具有本協議的全利益。此外, 閣下謹此委任本公司為閣下轉移貨品登記的受託代理人, 並就此代表閣下簽立及呈交任何表格或協議, 以及代表閣下支付任何款項 (按第 11.2.2 條的規定須由閣下償付), 閣下謹此要求任何當局或與本公司交易的其他人士視所有有關行動為閣下的行動。</p> <p>11.14 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閣下或貨品, 閣下應以書面通知本公司。</p> <p>11.15 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, 本公司全權酌情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。</p> <p>11.16 倘若閣下對於就本協議而閣下提供的服務水平感到不滿意, 請撥客戶熱線 (BMW &amp; MINI 25981009); (Alpha 2598 1005) 或傳真 800-90-1559 與本公司聯絡, 索取提出投訴的詳情。</p> <p>11.17 本公司如未或有延遲就本協議行使任何權力、權利或補償權, 概不得視作放棄該等權力、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或進一步行使該等權力、權利或補償權, 或部份行使任何其他權力、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。</p> <p><b>12. 抵銷權</b> 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持有, 亦不管該賬戶是在本公司或寶馬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。</p> <p><b>13. 權利的保持</b> 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。</p> <p><b>14. 通知</b> 本公司須發給閣下的通知將郵寄往前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。</p> <p><b>15. 法律</b> 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。</p> <p><b>16. 協議期限</b> 本協議在有人在首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。</p> <p><b>17. 修訂</b> 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。</p> <p><b>B. 貨品在中國和香港使用的附加條款</b></p> <p><b>18. 租購人附加義務</b></p> <p>18.1 閣下同意:</p> <p>18.1.1 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貨品; 及</p> <p>18.1.2 未經本公司事先書面同意不會將貨品運離中國 (遷往香港除外); 及</p> <p>18.1.3 取得貨品進口中國所需的入口許可。</p> <p>18.2 在閣下違反了本協議時, 閣下同意向本公司作出如下賠償:</p> <p>18.2.1 本公司在中國境內處置貨品 (不論是以前出售、出租或其他方式) 或貨品出口至香港而招致的一切開支;</p> <p>18.2.2 貨品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);</p> <p>18.2.3 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</p> <p>18.2.4 本公司根據本協議或就本協議所招致的、與貨品在中國境內使用及/或貨品處於中國境內有關產生的一切其他費用、債務及開支。</p> <p>18.3 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本協議項下義務及/或在中國境內使用貨品的全部有關的必須許可、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。</p> <p>18.4 閣下同意在本協議終止時 (不論是因租購期屆滿或閣下違約或任何其他原因) 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。</p> <p><b>19. 本部份義務為附加義務</b> 閣下在本協議條款 B 部份的義務是閣下在本協議中 A 部份閣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。如根據本協議條款貨品是在中國使用的話, 閣下將履行 A、B 兩個部份規定的義務。</p> <p><b>20. 解釋</b> 本協議的最終解釋以英文本為準。</p>
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