

Special Terms & Conditions for Online Sales

These special terms and conditions are made between the Buyer (as defined below) and DCH Motors (Used Car Centre) Limited ("UCC"), and shall apply to all orders of UCC vehicles through this website:

1. Interpretation

In these special terms and conditions:

"UCC" represents DCH Motors (Used Car Centre) Limited;

"Buyer" means the person who orders the Vehicle through the Website;

"Buyer's Order" means the order for the Vehicle submitted by the Buyer through the Website;

"Initial Deposit" has the meaning given to it in Clause 3.1;

"Second Deposit" has the meaning given to it in Clause 3.2;

"Seller" means Honest Motors Limited, the authorized dealer of Nissan vehicles in Hong Kong;

"TAVA" means the Traffic Accident Victims Assistance Scheme of Hong Kong;

"Vehicle" means the Nissan vehicle(s) ordered by the Buyer through the Website; and

"Website" means the website <https://www.dchucc.com/>

The headings in these special terms and conditions are for convenience only and shall not affect their interpretation.

2. Basis of Sale

2.1. The Seller shall sell and the Buyer shall purchase the Vehicle in accordance with the Buyer's Order (if accepted by the Seller), subject in either case to these special terms and conditions. The Buyer's Order shall be deemed to be an offer by the Buyer to purchase the Vehicle subject to these special terms and conditions.

2.2. The Seller's "Terms and conditions for the sale and purchase of the Goods" ("Standard Terms", a copy of which is attached to these special terms and conditions) and the provisions set out on the order form of the Website shall, to the extent applicable, be incorporated in these special terms and conditions mutatis mutandis. In the event of inconsistency, these special terms and conditions shall prevail over the Standard Terms and the said provisions insofar as it relates to the transaction contemplated hereunder.

2.3. Subject to the Seller's acceptance of the Buyer's Order, the Buyer shall enter into a formal contract ("Formal Contract") in the form prescribed by the Seller from time to time, with the Seller for sale and purchase of the Vehicle, and to execute other documents reasonably requested by the Seller in connection with such sale and purchase, within 7 days after the Seller's acceptance of the Buyer's Order. Unless otherwise stipulated, the Formal Contract shall be deemed to supersede these special terms and conditions upon its execution by the parties hereto. In the event that the Buyer fails to enter into the Formal Contract with the Seller or the Buyer fails to pay the Second Deposit in accordance with Clause 3.2, these special terms and conditions shall remain valid and in full force and effect and the parties hereto shall continue to fulfil their respective obligations hereunder, save and except that the Seller shall be entitled to terminate these special terms and conditions by written notice and forfeit the Initial Deposit in accordance with Clause 3.1.

2.4. Subject to Clause 2.2 and 2.3 above, these special terms and conditions shall govern the sale and purchase of the Vehicle to the exclusion of any other terms subject to which the Buyer's Order is made or purported to be made.

- 2.5. No Buyer's Order shall be deemed to be accepted by the Seller unless and until confirmed in writing (including, for the avoidance of doubt, email) by the Seller's authorized representative.
- 2.6. The quantity, quality and specification of the Vehicle shall be as set out in the Buyer's Order (if accepted by the Seller).
- 2.7. In entering into these special terms and conditions (and the Formal Contract, if applicable) the Buyer acknowledges that such representations and warranties are followed or acted on entirely at the Buyer's own risk, and that the Seller shall not be liable for such representations and warranties.
- 2.8. Submission of the Buyer's Order through the Website and payment of the Initial Deposit shall constitute an irrevocable commitment by the Buyer to purchase the Vehicle.
- 2.9. No Buyer's Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3. Deposits

- 3.1. At the time of submission of the Buyer's Order, the Buyer shall pay to Seller a fixed non-refundable deposit of HK\$2,000 (the "Initial Deposit") by credit card for the purchase of the Vehicle made through the Website. If the Buyer fails to complete the purchase of the Vehicle hereunder (save if such failure is caused by the Seller's fault or non-acceptance of the Buyer's Order) or is otherwise in default for whatever reason under these special terms and conditions, the Seller shall be entitled to forfeit the Initial Deposit absolutely as liquidated damages and not as penalty and without prejudice to the Seller's other remedies hereunder.
- 3.2. At the time the Formal Contract is signed, the Buyer shall pay the Seller HK\$20,000, determined in accordance with Clause 4.1 (less the Initial Deposit) as second deposit (the "Second Deposit"). If the Buyer fails to complete the purchase of the Vehicle hereunder (save if such failure is caused by the Seller's fault) or is otherwise in default for whatever reason under these special terms and conditions, the Seller shall be entitled to forfeit the Second Deposit absolutely as liquidated damages and not as penalty and without prejudice to the Seller's other remedies hereunder.

4. Price and Payment

- 4.1. The price of the Vehicle shall be the retail price including first registration tax as quoted on the Website at the time of submission of the Buyer's Order through the Website, which is exclusive of license fees, TAVA levies, registration fees and licence plate fees in connection with the Vehicle (all of which shall be paid by the Buyer to the Seller as disbursements) and insurance (which shall be arranged by the Buyer at his own cost).
- 4.2. The Initial Deposit (and the Second Deposit, if applicable) received by the Seller will be applied towards payment of the price of the Vehicle upon completion of the sale and purchase of the Vehicle hereunder.
- 4.3. The balance of the price of the Vehicle (taking into account the Initial Deposit (and the Second Deposit, if applicable)) shall be paid by the Buyer together with disbursements

(including without limitation license fees, TAVA levies, registration fees and licence plate fees) [on demand or before delivery of the Vehicle].

- 4.4. The Buyer hereby confirms and agrees that if at any time after the Buyer's Order is submitted to the Seller through the Website, there is any increase or reduction of any amount paid or to be paid by the Seller on the Buyer's behalf as disbursements (including, if applicable, license fees, TAVA levies, registration fees, licence plate fees, first registration tax and insurance), the total amount payable hereunder shall be adjusted accordingly and shall be paid in full by the Buyer on demand before delivery. The Seller will not be liable in any event for any such increase whether caused by late delivery and/or late registration/licensing of the Vehicle and/or for whatsoever reason(s).

5. Delivery

Any date quoted on the Website for delivery of the Vehicle is indicative only and the Seller shall not be liable for any delay in delivery of the Vehicle however caused. Time for delivery shall not be of the essence of these special terms and conditions unless otherwise agreed by the Seller in writing. The Vehicle may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6. General

- 6.1. Subject as expressly provided, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.2. Time shall be of the essence of these special terms and conditions (save and except as regards the delivery date of the Vehicle).
- 6.3. Nothing in these special terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- 6.4. These special terms and conditions shall be governed by the laws of Hong Kong.

Terms and conditions for the sale and purchase of the Goods:

1. In the event of fire, strikes, war, war-like operations, civil commotion strikes, epidemics, floods, typhoon, currency exchange fluctuations, lockouts, terrorism, any restrictions or prohibitions imposed by or any actions of governments or quasi-government authorities, scarcity of tonnage, breakdown of machinery, delay or loss caused by carrier or any other circumstances beyond the control of the Seller (the "Force Majeure Events") resulting in changes in the cost for the delivery of the (including other goods sold or services provided) sold under this Contract (the "Goods") to the Buyer in the Hong Kong Special Administrative Region ("Hong Kong"), the Seller shall be entitled to adjust the retail price of the Goods to take into account any change in such delivery cost provided that the increase in the total retail price of the Goods shall not exceed 15% of the original retail price of the Goods specified in this Contract.
2. Any additional expenses for delivery of the Goods to the Buyer which may be incurred directly or indirectly as a result of any Force Majeure Events will be borne by the Buyer.
3. Buyer shall be responsible for payment of all charges, fees and taxes as may from time to time be imposed including without limitation, first registration tax, registration fee, vehicle licence fee, levy for Traffic Accident Victim Assistance Fund, permit and certificate fees, ownership transfer fee, vehicle examination fee, and insurance premium in respect of the Goods purchased. Any increase in any such charges, fees and taxes as a result of any enactment of or amendment to any legislation at any time after the date of this Contract shall be borne by the Buyer.
4. In the event that the cost for delivery of the Goods in Hong Kong by the Seller is increased as a result of any changes in the manufacturers' current price or freight rates prior to shipment or as a result of any changes in exchange rates prior to delivery or as a result of the occurrence of one or more of the Force Majeure Events or in the event that the Seller, in its sole discretion, is of the opinion that delivery of the Goods to the Buyer would be likely to affect adversely the Seller's relationships with manufacturers or jeopardise in any way the continued retention by the Seller of the agency franchise they obtain from the manufacturers, the Seller shall have the right at any time prior to actual delivery of the Goods to refuse to deliver the same and to tender refund in full to the Buyer of all monies received but without interest costs or compensation under any circumstances whereupon this Contract shall immediately become null and void and Buyer shall have no claim whatsoever against the Seller.
5. The title to the Goods sold under this Contract is retained by the Seller until the full amount of the purchase price and all related charges including, but not limited to those referred to in clause 3 hereof are fully paid by the Buyer.
6. Notwithstanding anything herein contained the Seller has the option of demanding full payment for the said Goods or any portion thereof before delivery is made to the Buyer.
7. Any Buyer who has requested the Seller to apply for hire purchase and/or leasing of the Goods on his behalf hereby acknowledges that he has read and he understands the terms of the hire purchase agreement and/or lease agreement and agrees to be bound by them.

8. No representations, statements or undertakings made by any agent or salesman on behalf of the Seller shall be binding on the Seller unless expressly incorporated in this Contract. Further, any money paid by the Buyer to the Seller's salesman or employee shall not be deemed payment to the Seller under any circumstances. Payment by the Buyer is deemed to have been received by the Seller at the time when an official receipt is issued by the Seller to the Buyer. The Buyer shall request for an official receipt after making any payment to the Seller and shall be responsible for verifying the particulars contained therein.
9. In the event of there being more than one Contract for the purchase and sale of Goods subsisting between the Buyer and Seller and in the event of the Buyer failing to carry out any of the terms of any of the said Contract(s), or in the event of the Buyer being indebted to the Seller upon any account whatsoever between the Seller and the Buyer, the Seller shall be entitled to refuse delivery to the Buyer of the Goods or any portion thereof being the subject of this Contract until the Buyer has complied with the terms of such other Contract, or have settled such accounts in full.
10. In the event that (a) the Buyer is in breach of any of his obligations under this Contract, (b) any distress or execution shall be levied upon the Buyer's property or assets, (c) the Buyer shall make or offer to make any arrangements or composition with his creditors, (d) any petition for bankruptcy shall be made against him, (e) where the buyer is a partnership or a private company, the Buyer passes any resolution for its dissolution/ winding up (otherwise than for the purposes of amalgamation, merger or reorganisation) or is being petitioned for winding up or a receiver is appointed over the Buyer's business undertaking, property or assets (or any part thereof), the Seller shall have the right to forthwith terminate this Contract by giving to the Buyer written notice of termination at the Buyer's last known address. Upon termination, the Seller shall as soon as practicable refund (without interests) all the monies paid under this Contract (if any) to the Buyer whereupon the Buyer shall not have any other claims against the Seller. Termination of this Contract shall be without prejudice to any claim or right the Seller might otherwise make or exercise against the Buyer.
11. In the event that this Contract involves the trading-in of used vehicle (Used Vehicle), the Buyer agrees that:-
 - a. The Buyer must deliver up possession and complete documents transfer the ownership of the Used Vehicle to the Seller prior to taking delivery of the Goods, the Buyer shall obtain and follow instruction from the Seller's Documentary Department (tel. no.: 22621091). For the avoidance of doubt, the Buyer shall not be entitled to the trade-in price unless the Used Vehicle has become the property of the Seller according to clause 11(d), whereupon the Buyer shall be entitled to the trade-in price in accordance with clause 11(c);
 - b. The Buyer warrants that all the outstanding fines imposed on him and all outstanding government taxes, registration and licence fees in relation to the Used Vehicle has been fully paid and/or settled and the Buyer will indemnify the Seller against all liabilities arising therefrom;
 - c. The trade-in price of the Used Vehicle will only be used to offset the balance of the purchase price of the Goods under this Contract at the time of the delivery of the Goods to the Buyer;
 - d. The Used Vehicle will only become the property of the Seller when the change of ownership has been effectively registered with the Transport Department and/or other authorities of the Hong Kong Government;
 - e. In the event that the Buyer fails to honour the terms and conditions of this Contract and/or fails to take delivery of the Goods (or any part thereof) for whatever reason, the Buyer shall

reimburse the Seller in full for any storage and/or repairing costs expended by the Seller on the Used Vehicle and the Seller may at its discretion return the Used Vehicle to the Buyer at its "as is" condition and the Buyer is bound to accept the same and the Seller shall not be liable for any depreciation and/or deterioration in the condition of the Used Vehicle. In the event that the Used Vehicle has been disposed of prior to the termination of this Contract, the Buyer agrees that he is not entitled to the return of the Used Vehicle and his entitlement is only limited to the lower of either the net sales proceeds of the Used Vehicle or the quoted trade-in price thereof under this Contract, after deduction of any outstanding loan and other repairing costs and relating charges on the Used Vehicle paid by the Seller on behalf of the Buyer. The Buyer also agrees to indemnify the Seller for any shortfall suffered by the Seller as a result of the disposal of the Used Vehicle;

- f. In the event that the Used Vehicle is delivered and kept in the custody of the Seller on consignment basis, the Buyer agrees that the same will be disposed of by the Seller at a fair market value after taking into account the condition of the Used Vehicle. The Buyer warrants that the Used Vehicle is to be delivered to the Seller in the same state and condition as when appraised by the Seller's representative (fair wear and tear excepted). The Seller shall assume no responsibility for the Used Vehicle until the same has been, in the case where the Used Vehicle is a trade-in vehicle, actually and physically delivered to the Seller by the Buyer, or in the case where the Used Vehicle is kept by the Seller on consignment basis, sold by the Seller to a purchaser and physically delivered to the latter;
 - g. If the Used Vehicle is kept by the Seller pursuant to clause 11(f), the registration of the Used Vehicle shall remain under the name of the Buyer and the Buyer shall be responsible to maintain a valid insurance coverage on the Used Vehicle until the change of ownership of the Used Vehicle has been registered with the Transport Department and/or other authorities of the Hong Kong Government and all terms and conditions under this Contract have been completely and satisfactorily fulfilled; and
 - h. At all material times when the Used Vehicle is kept in the custody of the Seller, except for charges for traffic offences committed by its representatives, the Seller, shall not be held liable for the loss of, or damage to the Used Vehicle, whether resulting from fire, accident, felony, flooding or any act, default, omission or negligence of the Seller or any of its servant and agent;
 - i. For cases where the Buyer has deposited the Vehicle Registration Document of the trade-in vehicle with the Seller as Deposit, this clause 11[save and except clause 11(e) and (d)] will also apply and if the Buyer shall fail to perform any term of this Contract, the Seller shall be entitled to transfer the trade-in vehicle to the name of itself (or its nominee); the Buyer hereby also irrevocably authorizes the Seller upon exercise of such right to tow away the trade-in vehicle if the Buyer fails to deliver up same to Seller by himself.
12. a. If, for any reason whatsoever, the manufacturers make any changes in their specifications or models or discontinue the production of the model(s) sold under this Contract so that the Seller is unable to make delivery thereof, the Seller shall not thereby incur any liability to the Buyer but shall, in any such case, deliver to the Buyer the current model(s) closest in line to the model ordered which is available for delivery in Hong Kong and the Buyer shall be bound to take delivery and to pay the purchase price for such current model (including any increase by reason of an increase in the manufacturers' price or other circumstances referred to in Clause I hereof) provided that the total price for the model ordered shall not be more than 15% higher than the price specified in this Contract;
- b. This Contract is conditional upon availability of stock to the intent that the Seller shall not incur any liability whatsoever to the Buyer by reason of non-delivery or late delivery due to lack of stock;

- c. Discontinuance by the manufacturers of production of the model ordered shall not operate to terminate this Contract or give the Buyer any right of rescission if the Seller is able to make delivery of the model ordered and the Buyer shall be obligated to accept delivery of the model ordered on the terms and conditions hereof notwithstanding such discontinuance and/or the introduction of a new model;
 - d. If the manufacturers make any changes in their specifications or models or discontinue production of the model ordered and the Seller is unable to make delivery of the model ordered or another available model which is close in line thereto, this Contract shall be cancelled and the deposit shall be refunded to the Buyer without interest, costs or compensation;
 - e. Specifications of the Goods herein mentioned, including but not limited to all weights and measurements, are in compliance with the relevant regulations under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong) (the "Regulations") currently in force in Hong Kong as may from time to time be amended. Any additional charges imposed on the Goods as a result of (a) any change in the Regulations, (b) any modifications made to the Goods and (c) any delays in delivery of the Goods shall be borne by the Buyer.
13. For the avoidance of doubt, upon signing of this Contract by both parties, under no circumstance can the colour, model type or any other specification with respect to the Goods be changed by the Buyer.
 14. The Seller shall not be responsible for any delay in performing or the non-performance of this Contract as a result of any one or more of the Force Majeure Events. If the arrival of the Goods or any portion thereof is delayed owing to the above causes, the Buyer shall nevertheless take delivery of and pay the Seller the outstanding balance under this Contract upon arrival of the Goods according to the terms and conditions hereof. Should the Goods be lost in transit, this Contract shall be null and void and the Buyer shall have no claim whatsoever against the Seller after refund of all the monies (without interests) paid by him under this Contract.
 15. The Buyer authorises the Seller to attend to all matters in relation to or in connection with the registration and/or licensing of the Goods except as provided for under clauses 16 to 20.
 16. It is the Buyer's sole responsibility to apply for special licences, permits and/or letters of approval if applicable should such special licences, permits and letters of approval be required for the registration or transfer of ownership of the Goods.
 17. The Buyer shall be responsible, on his own account to declare to the Commissioner for Transport details of any accessory(ies) fitted or to be fitted onto the Goods within 6 months after the date of first registration and to pay the additional first registration tax attributable to the increase in the value of the Goods within 5 working days after the fitting of the accessory(ies).
 18. In the event of the Buyer providing his own reflex-reflecting number plates to be installed to the Goods purchased, the Seller shall not bear any responsibility or liability whatsoever (if any) in relation to or in connection with the said number plates and no warranty whatsoever is given, including the warranty (if any) that the number plates have complied with all requirements as provided by any Hong Kong Statutes, By-laws or Regulations in relation to reflex-reflecting number plates. For the purpose of this clause, it is hereby expressly stipulated that no salesman or person acting as the Seller's agent is authorised to obtain for the Buyer reflex-reflecting number plates except from the Seller itself or at the Seller's direction or otherwise with the

Seller's written authority.

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

26. a. The Seller shall not be liable for the loss of, or injury to, any goods or articles (including without limitation the Used Vehicle for trade-in purpose) placed in the custody of the Seller by the Buyer, whether resulting from fire, floods, natural disaster, accident, detention thereof by any government or quasi-government bodies, other Force Majeure Events or any events beyond the Seller's Control;
- b. In addition, the Seller shall not be liable for the loss of, or injury to, any such goods or articles as a result of any act, default, omission or negligence of the Seller, its servants, agents or employees.
27. The Goods (or any part thereof) are sold subject to the warranties set out by DCH Motors (Used Car Centre) Limited only, and in accordance with the DCH Motors (Used Car Centre) Limited's specifications at the date of delivery from DCH Motors (Used Car Centre)'s premises. Except as otherwise required by any applicable law, the Seller makes no representations or warranties on the Goods, whether express or implied, including any warranties as to suitability or fitness for a particular purpose, notwithstanding any such purpose may have been made known to the Seller by the Buyer.
28. a. The Seller shall neither be liable to the Buyer for the damage to or loss of the Goods sold under this Contract nor be liable for the damages, loss or injury suffered by the Buyer, its servants, agents or employees due to negligence, misuse or improper handling of the Goods sold under this Contract.
- b. Any claim made by the Buyer must be in writing and must contain full details of the claim including the specifications of any allegedly defective parts of the Goods.
- c. The Seller shall be given reasonable opportunity and facilities to investigate any claims made under this clause and the Buyer shall if so requested in writing by the Seller and the Buyer shall promptly make available the Goods to the Seller for such purpose.
29. No claim in respect of the Goods shall be made against the Seller (i) seven (7) days after the date of notification to the Buyer that the Goods are ready for delivery or (ii) after the Goods have been removed from the Seller's premises upon delivery to the Buyer, whichever is the earlier.
30. No claim be made by the Buyer relating to a breach of any term or condition of this Contract shall entitle the Buyer to reject the Goods and treat this Contract as repudiated. The Buyer's remedy shall be in damages only. In no circumstances shall the liability of the Seller to the Buyer under this clause exceed the purchase price of the Goods under this Contract.
31. In the event that the Goods sold under this Contract is a used vehicle, the provisions of this Contract shall (if applicable) apply mutatis mutandis. In particular, the Seller makes no representation or warranty as to the condition and fitness for any particular purpose of such used vehicle. The used vehicle is sold by the Seller on an 'as is' basis and the warranty in respect of such used vehicle is limited to the extent that specified by DCH Motors (Used Car Centre) Limited.
32. In the circumstances that the Buyer fails to collect the Goods within 7 days after the Goods being licensed in the name of the Buyer, a storage fee of HK\$300 per day will be charged to the Buyer starting from the 8th day after the Goods being licensed until the day of the Goods being

collected by the Buyer (both days inclusive).

33. Notwithstanding anything herein contained to the contrary, the Seller shall have the right, at its sole discretion, to rescind this Contract within thirty (30) days after the date hereof by giving written notice to the Buyer and in such event the Seller shall repay the deposit paid hereunder to the Buyer without interests, costs or compensation and the Buyer shall have no claim whatsoever against the Seller.
34. The Buyer shall not assign or transfer any of his rights or obligations under this Contract without the prior written consent of the Seller.
35. Any deposit paid to the Seller by the Buyer will be forfeited if the Buyer commits any breach of the terms and conditions of this Contract. Any such forfeiture shall be without prejudice to any other claims which the Seller may have against the Buyer in respect of any such breach.
36. The Seller will not be bound by any conditions, rebates or any other matters which are not expressly contained in this Contract.
37. The Buyer acknowledges that he is obliged to supply all the information requested by the Seller in connection with the sale of the Goods and/or the trade-in of the Used Vehicle and/or the arrangement for hire purchase and/or leasing of the Goods pursuant to clause 7 to the Seller, failing which the Seller may not be able to process the Buyer's order for the Goods under this Contract.
38. The Buyer acknowledges that the information given to the Seller under this Contract may be used by the Seller for any purposes directly or indirectly, relating to or in connection with the sale of the Goods to the Buyer including without limitation (a) the arrangement for hire purchase and/or leasing of the Goods pursuant to clause 7; (b) the provision of other goods, facilities and services to the Buyer from time to time; (c) collection of any outstanding amount payable by the Buyer; (d) comparing the same with other information about the Buyer for verification purposes; (e) marketing of any goods or services provided by the Seller; (f) statistics and survey conducted by the Seller; (g) financial audit of the Seller and (h) such other incidental purposes relating to any of the above. The Buyer further authorizes the Seller to transfer to any person whom the Seller shall think fit for the aforesaid purposes including but not limited to any finance companies, insurance companies, banks, the Seller's holding, subsidiary or associate companies (the "Seller's Group of Companies"), any selected business partners of the Seller of the Seller's Group of Companies; any agent, contractor or third party service provider who provide administrative, telecommunications, computer, or other services to the Seller or the Seller's Group of Companies; any agent authorized by the Seller or the Seller's Group of Companies from time to time to process personal data of their customers; any auditors, consultants or legal adviser of the Seller or the Seller's Group of Companies, whether or not within Hong Kong.
39. The Buyer has a right to request access to and correction of the information given to the Seller under this Contract pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). Such requests must be made in writing to the Seller's Customer Service Department and the Seller has the right to charge a reasonable fee for dealing with such request.

40. Any terms and conditions of this Contract which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the other terms and conditions of this Contract and rendered ineffective so far as is possible without modifying the remaining terms and conditions of this Contract. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the fullest extent permitted by such law to the effect that the terms and conditions of this Contract shall be valid and binding and enforceable in accordance with its terms and conditions.
41. This Contract shall be governed by and construed according to the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
42. Any person or entity who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Contract.
43. For the purpose of interpretation of this Contract, words herein denoting the singular number include the plural number and vice versa; any references to a 'person' include an individual, a partnership, a body corporate, an unincorporated association of persons and an authority; words herein denoting the masculine gender include feminine gender and vice versa; and any references to a clause are to the clauses of the terms and conditions of this Contract.