

## **TERMS AND CONDITIONS OF SALE**

**These Terms and Conditions of Sale are to be read in conjunction with the Invitation for Private Tender issued by ORIX Asia Limited (“OAL”)**

- (1) The vehicle(s) is (are) sold in its (their) present condition on an “as is” basis. It (they) can be inspected at the location(s) as specified in the Tender List during office hours of the relevant carport or compound in which the relevant vehicle is located from the date of this letter to the closing date for submission of your tender to OAL upon production of the original copy of this letter to the person in charge of such carport or compound.
- (2) Whilst every care has been taken by OAL in compiling the information contained in the Tender List, OAL does not warrant that any of such information is complete, up-to-date and accurate. Tenderers should make their own investigation to verify such information. No liability will be admitted nor claim allowed in respect of the inaccuracy or the incompleteness of any of the information contained in the Tender List, or any verbal or written representation or statement made by or on behalf of OAL in relation to the vehicle(s) specified in the Tender List.
- (3) The tenderer shall, whether or not the tenderer has inspected the relevant vehicle, be deemed to have agreed to purchase the same with full knowledge of all defects and faults therein (whether patent or latent) and no defect or fault therein shall annul the sale or entitle the tenderer to be discharged from the purchase. After completion of the sales, no returns shall be accepted and no refunds or credits will be provided.
- (4) Tender Deposit:
  - (a) An initial deposit of HKD50,000.00 (the “**Initial Deposit**”) is payable at the time of tender submission as a pledge of bona fides of the tenders. Payments of the Initial Deposit should be made in favour of “ORIX Asia Limited” by Cheque. Tenders which are not accompanied with the Initial Deposit will not be considered and will be rejected.
  - (b) In the event that the Tenderer withdraws or revokes his tender before completion of the tendering exercise without any valid reason acceptable to ORIX, the Initial Deposit shall be absolutely forfeited to ORIX.
  - (c) The Initial Deposit will be returned to individual unsuccessful Tenderers without interest at the conclusion of the tendering exercise./ The Initial Deposit paid by the unsuccessful tenderers will be returned within 30 days after the tender award is made.
  - (d) The successful tenderer will be invited for signing a Sale & Purchase Agreement. Full payment of the tendered sum (less the Initial Deposit) (the “**Payments**”) is payable at the time of signing the Sale & Purchase Agreement. Payments should be made in favour of “ORIX Asia Limited” by Cheque or Cashier Order. Failure for any reason to pay the Payments (including but not limited to dishonored cheque or stoppage of cheque payment) or to execute the Sale & Purchase Agreement within the specified time frame mentioned above shall result in disqualification of the tender submitted and forfeiture of the Initial Deposit.
  - (e) The Initial Deposit and the payment are not refundable, unless specified otherwise.

- (5) Once the tender made by the tenderer is accepted by OAL, the tenderer must comply with all statutory requirements at his own costs before taking delivery of the subject vehicle. The tenderer must take delivery of the subject vehicle within 3 working days after OAL has notified him that his offer has been accepted, failing which, a storage charge of the subject vehicle at such rate from time to time determined by OAL shall become payable to OAL by the tenderer and such storage charge must be paid in full before taking delivery of the vehicle.
- (6) The tenderer must arrange for all necessary inspections and the transfer of the ownership of the subject vehicle. OAL does not warrant that the ownership of the vehicle or licence/registration mark thereof can be transferred to the tenderer or any person or entity designated by the tenderer. All fees and expenses incurred in connection with the necessary inspections and transfer of the ownership of the subject vehicle and licence/registration mark thereof shall be borne by the tenderer. OAL shall not be responsible for paying any licence renewal fee or any other related fees if the licence of the vehicle has been expired at the time of the sale of the subject vehicle.
- (7) OAL reserves the right to retain the vehicle registration mark of the vehicle marked with \* on the Tender List.
- (8) OAL reserves the right to withdraw this invitation for tender at any time and does not undertake to accept the highest or any bid at all. OAL shall not be liable to pay any cost or compensation to the tenderer for such withdrawal or termination of the Invitation for Private Tender at any time.

Once the tender is submitted, it cannot be withdrawn by the tenderer. The tenderer shall indemnify OAL against any costs, expenses, damages and losses (including but not limited to the difference between the revoked tendered price and resale value to a new tenderer or buyer, the relevant legal expenses and collection agent charges) that OAL may sustain or incur as a consequence of such withdrawal by the tenderer.

Date 18 July 2025

Dear Sirs,

**INVITATION FOR PRIVATE TENDER**

We, ORIX Asia Limited (“OAL”), have repossessed the vehicle(s) specified on the attached tender list (“**Tender List**”) and such vehicle(s) is (are) offered for sale by means of private tender. The sale of such vehicle(s) is (are) subject to the terms and conditions contained in the annexed Terms and Conditions of Sale.

Once the tender is submitted, it cannot be withdrawn by the tenderer. The tenderer shall indemnify OAL against any costs, expenses, damages and losses (including but not limited to the difference between the revoked tendered price and resell value to a new tenderer or buyer, the relevant legal expenses and collection agent charges) that OAL may sustain or incur as a consequence of such withdrawal by the tenderer.

If you are interested in purchasing the vehicle(s) specified in the Tender List, please kindly complete the “Form of Tender” enclosed herewith and return it along with this acknowledgment to ORIX Asia Limited by Email or Fax not later than **01 August 2025**.

For any enquiry, please contact our Mr. Lau at 2514 2663.  
(This Letter is computer generated, no signature is required.)  
Encl.

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**Acceptance Form**

I/We, the Tenderer, have fully read and completely understand the entire Tender Document (i.e. Tender List, Terms and Conditions of Sale and Invitation for Private Tender); and -I/We irrevocably agree to be bound by and confirm my/our agreement to the terms and conditions of the Tender Document.

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Name:

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Date

HKID/CI/BR. No.:

## TENDER LIST

No.	Make	Seating Capacity (Excluding driver)	Model	Cyliner Capacity (C.C.)	Reg. No.	Manuf. Year	First Reg. Date	No. of Previous Owner	Colour	Key	Licence Expiry	Location	Tender Price <u>HKD</u>
1	AUDI	6 SEATS	Q7 45 TFSI Quattro	2995	YD1099	2018	30/08/2018	1	BLACK	-	07/11/2023	B (1)	
2	BYD	4 SEATS	T3 35kwh (EV) Goods van EV	-	YM2711	2022	07/03/2023	0	WHITE	-	06/03/2026	B (2)	

Location :

(A) Gainsafe Management Ltd 金安車場  
Address: Unit 2-5 Sino Industrial Plaza 9 Kai Cheung Road, Kowloon Bay  
Kowloon Hong Kong 九龍灣啟祥道9號信和工商中心地下2-

(B) United Motors Limited 聯合車場  
Address(1): Man Kam To Car Park (文錦渡場) DD 52 Lot Nos 356 part, Man Kam To,  
Sheung Shui, N.T.  
Address(2): Lower G/F, 44 Kung Lok Road, Ngau Tau Kok, Kowloon

Available: Monday - Friday (9:00 - 6:00 pm) Sat, Sun & Public Holiday Close  
Contact Tel: 27826788 (Ms. Liu)

Available: Monday - Friday (9:00 - 6:00pm) Sat, Sun & Public Hoilday Close  
Contact Tel: 92330172 (Mr. Lau)

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This tender to purchase must be completed and returned to ORIX Asia Limited:

Via:

- email address : [tender1.OAL@orix.com.hk](mailto:tender1.OAL@orix.com.hk)
- fax number : 2862-6768
- on or Before : 01-August-2025

\* Prior appointment for car inspection is required and vehicle road testing is not allowed. For any enquiry and collateral inspection, please contact our **Mr. Lau at 2514 2663**.

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Bidder \_\_\_\_\_  
投標人

Signature \_\_\_\_\_  
簽署

Contact Telephone No. \_\_\_\_\_  
聯絡電話

Address \_\_\_\_\_  
地址

I.D. No. \_\_\_\_\_  
身分證號碼

Date \_\_\_\_\_  
日期