

TERMS AND CONDITIONS OF SALE

- (1) The vehicle(s) is (are) sold in its (their) present condition on an “as is” basis. It (they) can be inspected in the location(s) as specified in the Tender List during office hours of the 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 on the 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. The tenderer should make his own investigation to verify such information. No liability will be admitted nor claim allowed in respect of the inaccuracy nor 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, no matter he has inspected the relevant vehicle or not, 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 their 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. Meanwhile, a payment equivalent to 20 percent of the tendered sum (less the Initial Deposit) (the “**Deposit**”) is payable at the time of signing the Sale & Purchase Agreement. Payments of Deposit should be made in favour of ORIX Asia Limited by Cheque or Cashier Order. Failure for any reason to pay the Deposit (including and not limited to dishonoured cheque and stoppage of cheque payment) or execute the Sale & Purchase Agreement within the time frame mentioned above shall result in disqualification of the tender submitted and forfeiture of the Initial Deposit.
 - (e) The Initial Deposit and the Deposit are not refundable, unless specified otherwise.
- (5) Once the tender made by the tenderer is accepted by OAL, the tenderer should arrange to 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 has to 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 this invitation for tender at any time.

Once the tender is submitted, it cannot be withdrawn by the tenderer. The tenderer shall be 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.

25 Sep 2024

Dear Sirs/Madams,

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 be 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 at 25/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong by not later than **3 Oct 2024**.

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

I/We, the Tenderer, have fully read and completely understand the entire Tender Document, the documents in the annexed Terms and Conditions of Sale, completed the Acceptance Form and the Schedule thereto. I/We irrevocably agree to be bound by and confirm my/our agreement to the terms and conditions of the Tender Document.

Name:

Date

HKID/CI/BR. No.:

TENDER LIST

No.	Make	Seating Capacity (Excluding driver)	Model	Cylinder 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	HINO	5 SEATS LIGHT GOODS VEHICLE	5.5T PANTECHNICON TL	4009 (DIESEL)	YN1920	2022	22/03/2023	0	WHITE / GREEN	1	21/03/2025	B	

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2-5號舖

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

(B) United Motors Limited 聯合車場

Address: Man Kam To Car Park (文錦渡場) DD 52 Lot Nos 356 part, Man
Kam To, Sheung Shui, N.T.

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

This tender to purchase must be completed and returned this Tender List directly to ORIX Asia Limited:

Via:

■ email address : tender2.OAL@orix.com.hk

■ fax number : 2862-6767

on or before 4 Oct 2024.

* 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**.

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