

汽车贷款-私家车/商用汽车之条款及细则**TERMS & CONDITIONS FOR VEHICLE FINANCING - PRIVATE CAR/ COMMERCIAL VEHICLE**

1. 汽车贷款-私家车/商用汽车(「汽车贷款」)只适用于以中国工商银行(亚洲)有限公司(「工银亚洲」)认可的簇新私家车或商用汽车作为抵押的客户申请。工银亚洲拥有绝对酌情权, 订明及不时更改可接纳之抵押品或融资比例, 而毋须预先通知客户。The Vehicle Financing – Private Car/ Commercial Vehicle (“Vehicle Financing”) is only applicable to those applications which are secured by brand new private cars or commercial vehicles (“collateral”) and accepted by Industrial and Commercial Bank of China (Asia) Limited (“ICBC (Asia)”). ICBC (Asia) shall have absolute discretion to prescribe and revise the eligibility of collateral and the relevant lending ratio from time to time, including addition or disqualification of eligible collaterals without prior notice.
2. 工银亚洲可根据申请人所提供的资料及信贷状况而决定是否接受有关汽车贷款申请, 并保留所有就批核汽车贷款申请的最终决定权, 而毋须向申请人提供任何理由。如有需要, 工银亚洲有权要求申请人提供更多其他文件作进一步审阅用途。ICBC (Asia)’s decision to approve the application is based on the information provided by the applicant(s) and his/her credit condition. ICBC (Asia) also reserves all rights of final decision in relation to the approvals of applications for Vehicle Financing and is under no obligation to provide any reason. Where necessary, ICBC (Asia) may require the applicant(s) to provide other additional documents for processing the applications further.
3. 工银亚洲可根据融资比例及抵押品价值而厘定信贷额, 计算方法则由工银亚洲全权决定及不时作出修订。ICBC (Asia)’s decision to approve the facility limit is based on the lending ratio and the value of collateral. The calculation method is determined and shall be subject to variation from time to time by ICBC (Asia) at its absolute discretion.
4. 汽车贷款利率按申请人的信贷状况、融资金额及贷款年期而厘订, 并在租购协议上确认。申请之最终审批、融资金额、年期、利率及其他适用条款将由工银亚洲作最终决定, 工银亚洲毋须向申请人提供任何理由。The interest rate of Vehicle Financing will depend on the applicant(s)’ credit rating, facility amount and loan tenor confirmed on the Hire Purchase Agreement. ICBC (Asia) may at its absolute discretion approve or decline the application and determine the facility amount, tenor, relevant interest rate and other terms without giving any reason.
5. 客户需按时支付工银亚洲不规定的利息及/或其他收费。工银亚洲保留可不时修订有关费用及其他适用条款之权利, 并以工银亚洲认为合适的方式将此等修订通知客户, 有关利息及/或费用将于指定户口中直接扣取。Customers should pay all interest and/or charges punctually to ICBC (Asia) from time to time as determined by ICBC (Asia). ICBC (Asia) reserves the right to alter the relevant charges and other applicable terms applicable to the Vehicle Financing from time to time and may notify the customers of such alteration in any manner it thinks fit. The interest and/or charges concerned shall be debited directly from the designated account.
6. 如汽车贷款属于固定利率协议, 应付的所有利息均根据“78法则”方法计算, 并按一年365天(包括闰年)计算。「78法则」说明可于工银亚洲网页(www.icbcasia.com > 个人金融 > 贷款服务 > 汽车贷款)内浏览。In the event that the Vehicle Financing is a fixed rate agreement, all interest payable hereunder shall be calculated in accordance with the “Rule of 78” and on a 365-day year (including leap years). The Explanation of “Rule of 78” is available in ICBC (Asia)’s website (www.icbcasia.com > Personal > Loans > Vehicle Financing).
7. 工银亚洲将于贷款提取日收取预付租金。预付租金相等首2-6期之租金分期金额(最终条款以租购协议为准)。ICBC (Asia) will charge Advance Hire Rent at the time of loan disbursement. Advance Hire Rent is equal to the amount of the first 2 to 6 instalment amount of Hire Rent (final terms refer to Hire Purchase Agreement).
8. 汽车贷款之相关费用已载于重要资料概要内。分期贷款产品资料概要可于工银亚洲网页(www.icbcasia.com > 个人金融 > 贷款服务 > 汽车贷款)内浏览。All relevant charges for Vehicle Financing are set out in the Key Facts Statement. The Key Facts Statement is available in ICBC (Asia)’s website (www.icbcasia.com > Personal > Loans > Vehicle Financing).
9. 倘客户在偿还其汽车贷款遇上还款困难, 得尽早通知工银亚洲。Customers should notify ICBC (Asia) as soon as possible of any difficulty in repaying or servicing during the term of facility.
10. 倘客户未能按要求偿付任何有抵押债务、或违反本条款的任何规定、或客户于债务到期时没有偿还能力或承认没有偿还能力、或客户正开展与破产、无偿债能力或债务重整协议有关或类似的程序、或出现针对客户的任何资产而进行或执行的法律诉讼, 而对客户采取法律诉讼或任何其他行动, 并于工银亚洲认为适当的任何时间及任何方式将所有客户已抵押的资产变现或出售以清偿该等有抵押债务。客户并无任何权利就此等变现或出售而引致的损失向工银亚洲索赔, 无论导致损失的原因为何。In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, ICBC (Asia) may take legal action or any other action against the customer. ICBC (Asia) may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against ICBC (Asia) in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses.
11. 《银行业(风险承担限度)规则》第8(85)条对银行向【关连人士】(包括(1) 银行董事、相关雇员、控权人、小股东控权人或亲属;(2) 银行或其任何董事、控权人、小股东控权人或亲属以董事、合伙人、经理或代理人之身份与有利害关系的任何商号、合伙人或非上市公司;及(3) 银行其任何董事、控权人、小股东控权人或亲属为担保人的任何个别人士、商号、合伙人或非上市公司)放款作出若干限制。当中的亲属的定义为(a) 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母;(b) 继父母或领养父母;(c) 兄弟或姐妹;(d) 配偶;(e) 如该人是夫妻关系的一方——该关系中的另一方;(f) 同居伴侣;(g) 配偶的父母、继父母或领养父母;(h) 配偶的兄弟或姐妹;(i) 子、继子、女、继女或领养子女;(j) 孙或孙女、外孙或外孙女、曾孙或外曾孙、或曾孙女或外曾孙女。若申请人为《银行业(风险承担限度)规则》第8(85)条所界定的关连人士, 申请人须就其一切所知通知本行。如无该通知, 本行将假设申请人与工银亚洲或其附属机构没有关连。倘若申请人在递交本申请后成为或知悉成为《银行业(风险承担限度)规则》第8(85)条所界定的关连人士, 申请人将尽速以书面通知本行。“Part 8(85) of the Banking (Exposure Limits) Rules” has imposed on the Bank certain limitations on advances to “Connected Parties” (including, (1) any of the Bank’s directors, relevant employees, controllers, minority shareholder controllers or their relatives; (2) any firm, partnership or non-listed company in which the Bank or its directors, controllers, minority shareholder controllers or their relatives is interested as director, partner, manager or agent; and (3) any individual, firm, partnership or non-listed company of which any director, controller, minority shareholder controllers of the Bank or their relatives is a guarantor). The above term relative is defined as (a) a parent, grandparent or great grandparent; (b) a step-parent or adoptive parent; (c) a brother or sister; (d) the

spouse; (e) if the person is a party to union of concubinage—the other party of the union; (f) a cohabitee; (g) a parent, step-parent or adoptive parent of a spouse; (h) a brother or sister of a spouse; (i) a son, step-son, adopted son, daughter, step-daughter or adapted daughter; or (j) a grandson, granddaughter, great grandson or great granddaughter. The applicant should, to the best of its knowledge, advise the Bank if the applicant is the connected party(ies) according to the meaning of connected party(ies) under “Part 8(85) of the Banking (Exposure Limits) Rules”. In the absence of such advice, the Bank will assume that the applicant is not so related or connected. Applicant should further undertake to advise the Bank promptly in writing if the applicant become aware that it becomes so related or connected in future, that the applicant immediately advises the Bank in writing.

12. 工银亚洲保留可随时更改或终止汽车贷款及不时修订本条款及细则的权利。如有任何争议，工银亚洲将保留最终决定权。ICBC (Asia) reserves the right to vary or terminate the Vehicle Financing at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of ICBC (Asia) shall be final and conclusive.
13. 并非本条款及细则任何一方的任何人士或实体，将不会拥有于合约（第三者权利）条例（香港法例第623章）下强制执行本条款及细则任何部分的权利。Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions.
14. 如本条款及细则的中、英文版本有任何差异，概以英文版本为准。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.