

## 汽車貸款-私家車/商用汽車之條款及細則

## TERMS &amp; CONDITIONS FOR VEHICLE FINANCING - PRIVATE CAR/ COMMERCIAL VEHICLE

1. 汽車貸款-私家車/商用汽車(「汽車貸款」)只適用於以中國工商銀行(亞洲)有限公司(「中國工商銀行(亞洲)」)認可的私家車或商用汽車作為抵押的客戶申請。中國工商銀行(亞洲)擁有絕對酌情權,訂明及不時更改可接納之抵押品或融資比例,而毋須預先通知客戶。The Vehicle Financing – Private Car/ Commercial Vehicle (“Vehicle Financing”) is only applicable to those applications which are secured by 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. 中國工商銀行(亞洲)可根據申請人所提供的資料及信貸狀況而決定是否接受有關汽車貸款申請,並保留所有就批核汽車貸款申請的最終決定權,而毋須向申請人提供任何理由。如有需要,中國工商銀行(亞洲)有權要求申請人提供更多其他文件作進一步審閱用途。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. 中國工商銀行(亞洲)可根據融資比例及抵押品價值而厘定信貸額,計算方法則由中國工商銀行(亞洲)全權決定及不時作出修訂。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. 汽車貸款利率按申請人的信貸狀況、融資金額及貸款年期而厘訂,並在租購協議上確認。申請之最終審批、融資金額、年期、利率及其他適用條款將由中國工商銀行(亞洲)作最終決定,中國工商銀行(亞洲)毋須向申請人提供任何理由。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. 客戶需按時支付中國工商銀行(亞洲)不規定的利息及/或其他收費。中國工商銀行(亞洲)保留可不定期修訂有關費用及其他適用條款之權利,並以中國工商銀行(亞洲)認為合適的方式將此等修訂通知客戶,有關利息及/或費用將于指定戶口中直接扣取。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. 應付的所有利息均以每月總計,並以每年 365 天 (包括閏年) 為計算基礎。All interest payable hereunder shall be calculated on monthly rests where applicable in a 365-day year (including leap years).
7. 汽車貸款之相關費用已載于重要資料概要內。分期貸款產品資料概要可于此申請表的第9及10頁查閱。All relevant charges for Vehicle Financing are set out in the Key Facts Statement. The Key Facts Statement is available at Page 9 & 10 of this application form.
8. 倘客戶在償還其汽車貸款遇上還款困難,得尽早通知中國工商銀行(亞洲)。而中國工商銀行(亞洲)將安排向客戶提供債務重整服務(如適用)。Customers should notify ICBC (Asia) as soon as possible of any difficulty in repaying or servicing during the term of facility. In doing so, ICBC (Asia) would arrange debt restructuring services to customers (if applicable).
9. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶于債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程序、或出現針對客戶的任何資產而進行或執行的法律程序,而對客戶採取法律訴訟或任何其他行動,并于中國工商銀行(亞洲)認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向中國工商銀行(亞洲)索賠,無論導致損失的原因為何。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.
10. 中國工商銀行(亞洲)保留可隨時更改或終止汽車貸款及不時修訂本條款及細則的權利。如有任何爭議,中國工商銀行(亞洲)將保留最終決定權。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.
11. 并非本條款及細則任何一方的任何人士或實體,將不會擁有于合約(第三者權利)條例(香港法例第623章)下強制執行本條款及細則任何部分之權利。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.
12. 如本條款及細則的中、英文版本有任何差異,概以英文版本為準。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.