

買賣合約

Sales & Purchase Agreement

本合約訂於 This Agreement is made on: _____年 Year _____月 Month _____日 Day

1. 賣方 The Seller

合約第一方為 Party A of this agreement is _____
持有香港身份證/商業登記證號碼 holder of HKID card no. / BR no. _____
以下稱“賣方” hereafter referred to as “the Seller”

2. 買方 The Purchaser

合約第二方為 Party B of this agreement is _____
持有香港身份證/商業登記證號碼 holder of HKID card no. / BR no. _____
以下稱“買方” hereafter referred to as “the Purchaser”

3. 車輛資料 Vehicle Information

製造年份 Year of Manufacture: _____
牌子 Make: _____
型號 Model: _____
車輛登記號碼 Vehicle Registration Number: _____
行車里數 Travel Mileage: _____
底盤號碼 Chassis Number: _____
引擎號碼 Engine Number: _____

4. 成交價及付款方式 Vehicle sale price & payment method

該車輛之成交價為港幣\$
The sale price of the Vehicle is HK\$: _____

A. 買賣雙方於簽訂本合約之同時，買方需支付賣方訂金，港幣\$
Upon signing of this agreement, the Purchaser shall pay to the Seller as deposit for the Vehicle,
HK\$: _____

B. 於完成交易_____日前*/後*付清車價餘款，港幣\$_____。
餘款可透過銀行轉帳*/銀行本票*/支票*/現金*支付。(*請將不適用者刪除)

The remaining balance of HK\$_____ shall be paid through bank transfer*/cashier's order*/cheque*/cash*, _____ day(s) prior to*/upon* successful transfer of vehicle ownership to the Purchaser. (*delete as appropriate)

C. 買賣雙方同意車輛過戶日期不遲於

Both the Purchaser & Seller agree that the transfer of ownership of the Vehicle shall be no later than: _____年 Year _____月 Month _____日 Day

5. 專業驗車 Professional Vehicle Inspection

買方要求驗車：

Inspection requested by the Purchaser:

- 不需要，買方確認不需要驗車並承諾接受該車輛是以“現狀”出售，並交易完成後不會追究賣方任何責任、損失或特定履行。

No, the Purchaser agrees that no inspection is required for the Vehicle and accepts that the Vehicle shall be sold in an “as-is” basis. The Purchaser shall not have other claims against the Seller including but not limited to damages or specific performance.

- 需要，賣方接受有公信力之機構驗車，包括原廠代理 / HKAA / Motormech / IPMC / HKMI 等，費用由買方支付。驗車範圍限於測試車輛是否有水浸、嚴重碰撞以致有駁頭、駁尾、駁陣、以及引擎或波箱有嚴重問題，及就車輛機件損耗情況評估錶板顯示屏上行駛里數的合理性。如有以上其中一項，賣方承諾退回全數訂金及取消合約。

Yes, the Seller shall accept the inspection entities including Authorised Dealer / HKAA / MotorMech / IPMC / HKMI etc. for the inspection of the Vehicle. The Purchaser is responsible for the cost of inspection. The scope of inspection will only focus on flood damage, any adjustment and alteration to the displayed mileage, involvement in any serious collision or accident resulting in the welding of the vehicle front and/or rear end to the body of the Vehicle, welding of the axles or vehicle chassis, and that the engine and transmission of the Vehicle has no serious defects. If any of the above is detected by the inspection entity, the Seller shall refund the deposit and the agreement shall be cancelled.

6. 以現狀出售 Sale on “as-is” basis

車輛是以“現狀”出售，賣方不負責出售後的維修、保養及政府驗車費用。

The Vehicle shall be sold on an “as-is” basis; the Seller shall not be liable for its repair, maintenance or government inspection costs after completion of this sales transaction.

7. 賣方保證 Seller's warranties

賣方保證該車輛能合法轉名過戶，並在交車前將一切交通違例告票及有關該車輛引起之法律責任完全辦妥。

The Seller warrants that the Vehicle sold is not involved in any outstanding prosecution and/or fine under any traffic legislation, and that completion of registration/transfer can duly take place.

8. 買方悔約 Purchaser breach of contract

如買方未能履行本合約之條款完成買賣，賣方除將買方已付訂金沒收外，並有權將該車輛再行出售予他人，惟賣方不可再為此向買方追究任何責任、要求賠償或特定履行。

If the Purchaser fails to complete this agreement, the Purchaser shall forfeit the deposit paid as stated in Clause 4(A) to the Seller and the Seller will regain rights to sell the Vehicle to others. The Seller shall not have other claims against the Purchaser including but not limited to damages or specific performance.

9. 賣方悔約 Seller breach of contract

如賣方在簽約後，不依本合約之條款完成買賣，則賣方除須退還買方所付之訂金全數外，並須以同等數目之金額賠償買方，惟買方不得再向賣方追究任何責任、要求任何賠償或特定履行。

If the Seller fails to complete this transaction in accordance with this Agreement after signing the agreement, the Seller shall refund in full the deposit and in addition, compensate the Purchaser in the same amount. The Purchaser shall not have other claims against the Seller including but not limited to damages or specific performance.

賣方簽署接受
Accepted & signed by the Seller

買方簽署接受
Accepted & signed by the Purchaser

姓名 Name:
HKID / BR No.:

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