

代理委託合約
Agency Appointed Agreement

本合約訂於
This Agreement is made on _____

賣方
The Seller
合約第一方為
Party A of this agreement is _____
持有「香港特別行政區」商業登記證
hold a Business Registration Certificate in Hong Kong
以下稱「賣方」
hereafter referred to as "the Seller"

買方
The Purchaser
合約第二方為
Party B of this agreement is _____
持有「香港特別行政區」商業登記證
hold a Business Registration Certificate in Hong Kong
以下稱「買方」
hereafter referred to as "the Purchaser"

代理
The Agent
合約第三方為東樂汽車有限公司(以下稱「代理」)
Party C of this agreement is Glorious Motors Limited (hereafter referred to as "the Agent") that,
合約三方茲同意買賣條款如下:
Three parties agree the terms and conditions of the sale and purchase as follows:-

4.1. 買賣雙方通過代理, 同意出售及購入以下車輛(以下稱「該車輛」):
Both the Purchaser and the Seller agree the vehicle forming the subject of this Agreement through the Agent is (hereafter referred to as "the Vehicle"):

車牌資料
Vehicle Information

牌子: Make: _____	型號: Model: _____
製造年份: Year of Manufacture: _____	顏色 / 色: Color / c.c.: _____
車輛登記號碼: Vehicle Registration Number: _____	清冊到期日: Date of Expiry of License: _____
行駛里程: Travel Mileage: _____	保險到期日: Date of Expiry of Insurance: _____
底盤號碼: Chassis Number: _____	引擎號碼: Engine Number: _____

* 行貨車 Dealer's Car / 次貨車 Imported Car

主車匙 Main Key 副車匙 Spare Key 維修紀錄 Repair Records 車主手冊 Owner's Manual 行走中港紀錄 China Travel Records 意外損毀記錄 Collision/Accident Records 保險紀錄 Insurance Records 保養紀錄 Maintenance Records

賣方特定要求 The Seller specific requirements:

- 代辦留牌 Retention of vehicle registration number
- 代辦續會 Financing redemption service
- 其他要求 Others: _____

賣方必須保證以上車輛資料正確無誤, 否則賣方有可能觸犯《商品說明條例》第362章第7條「與貨品的商品說明有關的罪行」, 即「管有任何已應用虛假商品說明的貨品作營業用途」。代理不會承擔任何因賣方提供錯誤或虛假資料而引致的法律責任或賠償。
The Seller must warrants that the particulars of the Vehicle stated above are true and accurate; otherwise the Seller may contravene the Trade Descriptions Ordinance, Cap. 362, s 7 that "has in his possession for sale any goods to which a false trade description is applied, commits an offence". The Agents will not bear in any legal responsibility and compensation caused by the Seller providing false trade description.

4.2. 該車輛之成交價為港幣\$ _____

The price of the Vehicle is HK\$ _____

A. 買賣雙方於簽訂本合約之同時, 同意授權代理暫時保管成交價之10%即港幣\$ _____ 作為臨時訂金;
At the time of signing this agreement, the Purchaser shall pay 10% of the Vehicle price, net at HK\$ _____ as deposit payment. The Purchaser and the Seller agreed to authorize the Agent as a stakeholder for the deposit;

B. 以現金付款 Payment by cash
於辦理過戶手續前再付訂金為成交價之40%, 即港幣\$ _____ 於完成交易時或以前付清車價餘款港幣\$ _____
40% of the Vehicle price, net at HK\$ _____ shall be paid before the date of handing the registration transfer in the Transport Department. The balance payment, net at HK\$ _____ shall be paid upon/one day prior to all transactions completed.

C. 以按揭付款 Payment by financing:
買方可選擇一項適合自己的按揭方案: *租權H.P. / 租賃L.P. / 星展易租租賃計劃, 詳情請參閱按揭付款附頁。
由金融機構提供, 買方必須於3個工作天內提供全部的批核文件予代理轉介的財務公司, 作為按揭按揭的批核用途。所有財務按揭的批核, 一律由財務公司直接接洽, 代理不會直接參與。
如財務公司批出的按揭金額不足或買方未能成功獲取批核, 買方必須以現金補回差額, 或按合約全數以現金支付, 並履行合約。
At the time of signing this agreement, the Purchaser shall within 3 working days provide all necessary documents to the financial institution referred by the Agents for approval of the financing arrangement. The Agents shall not be responsible for and shall not be involved in, the application and/or approval of the financing arrangement, which is a matter between the Purchaser and the financial institution only.
If the Purchaser cannot obtain 100% of the finance amount or any finance at all, the Purchaser shall make good the insufficient amount by cash, or to make payment by cash in accordance with this agreement.

D. 買賣雙方同意將根據本合約第2條(A)及(B)所需交付之訂金, 交由代理暫作保管, 直至買方購車按揭貸款批核並足夠支付車價餘款及代辦費用時才可將訂金交回賣方。對此買賣雙方並無異議。
Both the Purchaser and the Seller hereby agreed that deposit payable as stated in clause 2(A) & 2(B) shall be paid to the Agent as stakeholder who shall only release the same to the Seller on the condition that the Purchaser can obtain sufficient finance amount to settle the balance payment and agency fee.

E. 買賣雙方同意預計交車日期:
Both the Purchaser & Seller agreed that the estimated delivery date of the Vehicle is _____.

4.3.1 買賣雙方於簽訂本合約當日之後, 賣方給予買方3天合約冷靜期, 冷靜期內買方可以提出取消合約, 買方須無條件退還已收之訂金及取消合約, 同時賣方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。
The Seller will give 3 days' cooling-off period to the Purchaser after signing this Agreement. The Seller agrees that the Purchaser may cancel the deal for no reason during the cooling-off period up to _____ and obtain the full refund of the deposit paid. The Seller has the right to sell the Vehicle to others and shall not have other claims against the Purchaser including but not limited to damages or specific performance.

4.4.1 賣方保證該車輛符合法例各項規定, 並在交車前將一切交通違例告票及有關該車輛引致之法律責任完全清妥。
The Seller warrants that the Vehicle sold is not involved in any prosecution and fine under any traffic legislation, and that completion of registration/transfer can duly take place.

4.2 賣方保證該車輛過往沒有水浸、沒有嚴重碰撞、沒有更改行駛引擎或嚴重交通意外以致有引擎、殼牌、故障、以及引擎或油箱有嚴重問題。如有以上其中一項, 買方承諾退回全數訂金及取消合約。
The Seller warrants that the Vehicle has not been flooded, has not been adjusted the mileage and has not been involved in any serious collision or serious traffic accident resulting in the welding of the engine or the luggage compartment to the body of the Vehicle, or welding of the axles and drive shafts and that the engine and transmission of the Vehicle has no serious defects. If there is any of the above, the Seller shall refund the deposit and the agreement shall be cancelled.

4.3 賣方保證該車輛資料正確, 否則除有可獲豁免說明條例外, 如上述資料有誤差引致交易未能完成, 願即時退回所收之訂金。
The Seller warrants that the particulars of the Vehicle stated above are true and accurate. If not, the Seller may contravene the Trade Descriptions Ordinance and the Seller shall be liable for refund the deposit paid to the Purchaser.

4.4 賣方保證以確認人身份出售該車輛。(如賣方並非登記車主, 必須由車主提供委託信作實)
The Seller is selling the Vehicle as confirmor. (If the Seller is not the registered owner, the confirmor shall provide the authorization letter from the registered owner.)

5.1 代理保證會按合約上訂定的條款, 協助買賣雙方完成交易。
The Agent warrants to follow the terms and conditions in this agreement to ensure the complete of this deal.

5.2 代理保證一切費用會按合約上訂定的金額收取, 並開具正式收據。
The Agent warrants that all money shall be collected as stated in this agreement and official receipt shall be provided.

5.3 代理保證出售車輛時不會採取任何脅迫、欺詐、賄賂或惡意串通等手段促成交易。
The Agent warrants that the sales shall not be conducted by means of threat, fraud, bribery or malicious collusion.

5.4 代理保證不額外賺取成交價之差價。
The Agent warrants that no markup on the Vehicle price.

成交價及付款方式
The Vehicle Price & payment method

合約冷靜期
Agreement cooling-off period

賣方保證
The Seller's warranties

代理保證
The Agent's warranties

* 請將不適用者刪去
Please delete the inappropriate

* 如有請加 ✓ 號, 沒有請加 X 號作實
Please ✓ the appropriate one and mark X for the inappropriate one

Sample

買方合約
Purchaser fails to perform

16. 於合約冷靜期後，如買方未能履行本合約之條款完成買賣，買方除將買方已付訂金退還外，並有權將該車輛再行出售予他人，惟買方不可再為此向賣方追究任何責任、要求賠償或特定履行。
If the Purchaser fails to complete this agreement, the Purchaser shall compensate the Seller in the amount of 10% of the Vehicle Price as stated in clause 2(A) and the Seller can sell the Vehicle to others. The Seller shall not have other claims against the Purchaser including but not limited to damages or specific performance.

賣方合約
Seller fails to perform

17. 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 full refund the deposit and in addition to 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.

代理收費
Agency fee

18.1 基於代理在促成該車輛買賣中所提供之服務，代理有權向買賣雙方各收取以下費用：
In considerations of the services provided by the Agent, the Agent shall be entitled to receive the services charge from both the Purchaser and the Seller as below:

成交價(港幣) Vehicle price (HK\$)	代理服務收費(港幣) Agency fee (HK\$)	存倉及展銷場每月收費 Storage & exhibition fee
最初的 1,000,000 On the First 1,000,000	成交價之 5% (最低收費 \$10,000) 5% of Vehicle price (Minimum fee \$10,000)	首兩個月月租為港幣\$2,500，其後兩個月月租為港幣\$3,000，由第五個月起月租為港幣\$3,500。 The monthly fee is HK\$2,500 for first two months. For the third and fourth month is HK\$3,000 per month. For the fifth month onwards, will charge HKD\$3,500 per month.
其次的 1,000,000 Next 1,000,000	成交價之 4% 4% of Vehicle price	
其次的 1,000,000 Next 1,000,000	成交價之 3% 3% of Vehicle price	
餘額 Remaining	成交價之 2% 2% of Vehicle price	
額外獎金不可多於成交價之 5% The amount of additional bonus cannot be higher than 5% of Vehicle price		
非獨家代理服務收費一律為成交價之 6% For non-exclusive consignment, the seller agrees to pay 6% of Vehicle price for agency fee		

代理聲明
The Agent's Statement

8.2 除了買方在冷靜期內悔約，無論在何種情況下，代理有權向悔約的一方收取代理服務費。
Under all circumstances except the cooling-off period, the Agent reserves the right to collect the agency fee from the party who fails to complete this transaction accordance with this Agreement.

8.3 以上收費須於簽署本合約的同時支付或不得遲於交收該車輛前。
The Agency fee should be paid at the time of signing this agreement, or on the date of delivery of the Vehicle.

8.4 代理同時提供代辦上書、驗車、保險、過戶、買牌費等服務，收費項目由代理提供，而費用則由委託人承擔。
The Agent may also provide services such as hire purchase/leasing, financial redemption, complete/3rd party insurance, transfer of ownership, license fee etc. The Agent shall provide price list of each service, while the relevant expenses shall be borne by the principal.

9.1 代理不保證賣方能成功以個人或法國名義申請汽車貸款或保險，買方亦不可以此作為取消本合約之理據。未能履行本合約之條款者均視為悔約，須按本合約第6、7項執行。
The Agent does not guarantee the success of granting financial leasing or vehicles insurance under personal or legal personality and it shall not be the excuse for the Purchaser to cancel this agreement. Either party fails to complete this agreement will be deemed as in breach of this agreement, and shall pay the compensation as stated in clause (6) & (7) to the Agent. The Agent shall have no responsibility, no compensation or any specific performance in this fail deal.

9.2 代理不保證該車輛相關於描述內容的準確性及/或其真實性；或任何狀況作出任何承諾，亦不會就此向任何因使用或依賴該等設備資料而蒙受任何損失或損害的人士上任何責任，買方必須通過有公信力的機構進行諮詢及驗車。
The Agent does not guarantee that the accuracy and / or authenticity of all Vehicle information and / or any condition of the Vehicle. The Agent hereby expressly disclaims any representation, warranty or undertaking in relation to any inaccurate, misleading or untrue information. The Purchaser should undergo vehicle examination and consultation via inspection entities.

9.3 代理會在可行情況下查閱該車輛的相關狀況，包括保險索償記錄、車輛貸款記錄、底層保養記錄、交通違例罰票欠款或其他法律責任等事宜，不過由於私隱條例和相關機構的保守守則，代理不能保證查閱結果的真實性，買方不應以代理提供的資訊而作出購買與否之決定。
The Agent will assist to check the relevant information of the Vehicle if it is possible. These information will include the insurance claims record, vehicle financing, dealer's maintenance record, any prosecution and fine under any traffic legislation, and etc. However, the Agent does not guarantee the validity of these information because of the Personal Data (Privacy) Ordinance and the Code of Practice for Confidentiality of the relevant institutions. The Purchaser is not recommended to make any decision for whether or not to buy according to these information.

9.4 如因代理疏忽或欠謹慎而導致買方或賣方在交易過程中蒙受損失，代理於確認責任及釐定損失金額後，會向損失一方按率便比例退還已收的代理服務費，金額最高為已收取的代理服務費。
If either the Purchaser or the Seller has suffered loss in the transaction because of the mistakes or neglect caused by the Agent. The refundable fee shall be paid by the Agent in loss ratio calculated in accordance with the Vehicle price after confirming the liability and the actual amount lost in the transaction. The maximum amount is equivalent to the agency fee paid. Both the Purchaser and the Seller agreed in this arrangement and the Agent shall have no responsibility, no compensation or any specific performance in this fail deal.

取消本合約
Cancellation of Agreement

10 簽署本合約後如買賣雙方協議取消本合約，則買賣雙方將同時成為本約之違約者，並須各自負責付了代理應得之上述代理服務費，並保證代理不會因此承受任何責任或損失。
This agreement after signed, both the Purchaser and the Seller mutually agreed to cancel this agreement they will be deemed as in breach of this agreement. Both parties' agency fee shall be paid to the Agent respectively and shall guarantee that the Agent shall not suffer any loss in this circumstance.

以現狀出售
Sale as "as-is"

11 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 in an "as-is" basis; the Seller shall not be liable for its repair, maintenance or government inspection cost.

驗車範圍
Scope for inspection

12 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，並於交易完成後不會追究賣方或代理任何責任、損失或特定履行。
No, the Purchaser agreed that no inspection required for the Vehicle and accepted that The Vehicle shall be sold in an "as-is" basis. The Purchaser shall not have other claims against the Seller or the Agent including but not limited to damages or specific performance.
 需要，賣方接受有公信力的機構驗車，包括Dealer / HKAA / Motormach / IPMC / HKMI等，費用由買方支付。驗車範圍只限水浸、嚴重碰撞以致有毀壞、毀壞、毀壞、以及引擎或波箱有嚴重問題，及前車輛機件損耗情況詳情於顯示屏上行駛儀數碼的合理性。
Yes, the Seller shall accept the inspection entities including Dealer / HKAA / Motormach / IPMC / HKMI for the inspection of the Vehicle. The Purchaser shall have to pay the inspection cost. The scope of inspection will only focus on any serious collision or serious traffic accident resulting in the welding of the engine compartment or the luggage compartment in the body of the Vehicle, or welding of the axles and drive shafts and that the engine and transmission of the Vehicle has no serious defects or comment on the responsibility of mileage showing at the meter.

過往談判
Prior Negotiations

13 此合約取代三方過往所有談判、陳述、理解、口頭協議及口頭承諾。
This agreement supersedes all prior negotiation, statement, understanding, verbal agreement or verbal commitment among three parties.

委任代理
Appointed Agent

14 茲聲明本合約之代理為“買賣雙方代理”，只是賣方代理，只是買方代理。
Hereby declare that the Agent in this agreement is the Agent for both parties: the Agent for the Seller / the Agent for the Purchaser.

買方特定要求
Special request of the Purchaser

沒有 No 有，詳情 Yes, detail: _____
沒有 No 有，詳情 Yes, detail: _____

賣方特定要求
Special request of the Seller

15 本合約之中文及英文版本，具有同等效力。
The Chinese and English versions of this Agreement are considered to be equally authentic.

Sample

代理簽署接納
Accepted & signed by the Agent

Sample

買方簽署人姓名：
Name of Seller: _____

代理簽署人姓名：
Name of Agent: _____

買方簽署人姓名：
Name of Purchaser: _____

身份證號碼：
HKID Card No.: _____

身份證號碼：
HKID Card No.: _____

身份證號碼：
HKID Card No.: _____

Tel: 2174 0001 Fax: 2174 0007

Email: info@glorious.hk

* 請將不適用者劃去
Please delete the inappropriate

Sample

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