

## Special Terms & Conditions for Online Sales

These special terms and conditions is made between the Buyer (as defined below) and Honest Motors Limited, and shall apply to all orders of Nissan vehicles from Honest Motors Limited through this website:-

### 1. Interpretation

In these special terms and conditions:

“**HML**” represents the Honest Motors Limited;

“**Buyer**” means the person who orders the Vehicle through the Website;

“**Buyer’s Order**” means the order for the Vehicle submitted by the Buyer through the Website;

“**Initial Deposit**” has the meaning given to it in Clause 3.1;

“**Second Deposit**” has the meaning given to it in Clause 3.2;

“**Seller**” means Honest Motors Limited, the authorized dealer of Nissan vehicles in Hong Kong;

“**TAVA**” means the Traffic Accident Victims Assistance Scheme of Hong Kong;

“**Vehicle**” means the Nissan vehicle(s) ordered by the Buyer through the Website; and

“**Website**” means the website <https://www.nissan.com.hk/>

The headings in these special terms and conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of Sale

- 2.1. The Seller shall sell and the Buyer shall purchase the Vehicle in accordance with the Buyer’s Order (if accepted by the Seller), subject in either case to these special terms and conditions. The Buyer’s Order shall be deemed to be an offer by the Buyer to purchase the Vehicle subject to these special terms and conditions.
- 2.2. The Seller’s “Terms and conditions for the sale and purchase of the Goods” (“**Standard Terms**”, a copy of which is attached to these special terms and conditions) and the provisions set out on the order form of the Website shall, to the extent applicable, be incorporated in these special terms and conditions mutatis mutandis. In the event of inconsistency, these special terms and conditions shall prevail over the Standard Terms and the said provisions insofar as it relates to the transaction contemplated hereunder.
- 2.3. Subject to the Seller’s acceptance of the Buyer’s Order, the Buyer shall enter into a formal contract (“**Formal Contract**”) in the form prescribed by the Seller from time to time, with the Seller for sale and purchase of the Vehicle, and to execute other documents reasonably requested by the Seller in connection with such sale and purchase, within 14 days after the Seller’s acceptance of the Buyer’s Order. Unless otherwise stipulated, the Formal Contract shall be deemed to supersede these special terms and conditions upon its execution by the parties hereto. In the event that the Buyer fails to enter into the Formal Contract with the Seller or the Buyer fails to pay the Second Deposit in accordance with Clause 3.2, these special terms and conditions shall remain valid and in full force and effect and the parties hereto shall continue to fulfill their respective obligations hereunder, save and except that

the Seller shall be entitled to terminate these special terms and conditions by written notice and forfeit the Initial Deposit in accordance with Clause 3.1.

- 2.4. Subject to Clause 2.2 and 2.3 above, these special terms and conditions shall govern the sale and purchase of the Vehicle to the exclusion of any other terms subject to which the Buyer's Order is made or purported to be made.
- 2.5. No Buyer's Order shall be deemed to be accepted by the Seller unless and until confirmed in writing (including, for the avoidance of doubt, email) by the Seller's authorized representative.
- 2.6. The quantity, quality and specification of the Vehicle shall be as set out in the Buyer's Order (if accepted by the Seller).
- 2.7. In entering into these special terms and conditions (and the Formal Contract, if applicable) the Buyer acknowledges that such representations and warranties are followed or acted on entirely at the Buyer's own risk, and that the Seller shall not be liable for such representations and warranties.
- 2.8. Submission of the Buyer's Order through the Website and payment of the Initial Deposit shall constitute an irrevocable commitment by the Buyer to purchase the Vehicle.
- 2.9. No Buyer's Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 2.10. The Buyer acknowledges that the availability of vehicles indicated on the Website is based on the Seller's internal stock list or its shipment consignment arranged through HML, which may not be the most updated. Whether the Buyer's Order will be processed depends on the actual availability of the Vehicle and its shipment arrangement. If the Buyer's Order is accepted and if the Vehicle is out of stock or the Seller does not keep stock of the Vehicle, the Seller will submit a request to Nissan to order another shipment consignment of vehicles to fulfil the Buyer's Order.

### **3. Deposits**

- 3.1. At the time of submission of the Buyer's Order, the Buyer shall pay to Seller a fixed non-refundable deposit of **HK\$1,000** (the "**Initial Deposit**") by credit card for the purchase of the Vehicle made through the Website. If the Buyer fails to complete the purchase of the Vehicle hereunder (save if such failure is caused by the Seller's fault or non-acceptance of the Buyer's Order) or is otherwise in default for whatever reason under these special terms and conditions, the Seller shall be entitled to forfeit the Initial Deposit absolutely as liquidated damages and not as penalty and without prejudice to the Seller's other remedies hereunder.
- 3.2. At the time the Formal Contract is signed, the Buyer shall pay **the Seller not less than 10% of the Vehicle price** of the Vehicle determined in accordance with Clause 4.1 (less the Initial Deposit) as second deposit (the "**Second Deposit**"). If the Buyer fails to complete the purchase of the Vehicle hereunder (save if such failure is caused by the Seller's fault) or is otherwise in default for whatever reason under these special terms and conditions, the Seller shall be entitled to forfeit the Second Deposit absolutely as liquidated damages and not as penalty and without prejudice to the Seller's other remedies hereunder.

### **4. Price and Payment**

- 4.1. The price of the Vehicle shall be the retail price including first registration tax as quoted on the Website at the time of submission of the Buyer's Order through the Website, which is exclusive of license fees, TAVA levies, registration fees and licence plate fees in connection with the Vehicle (all of which shall be paid by the Buyer to the Seller as disbursements) and insurance (which shall be arranged by the Buyer at his own cost).
- 4.2. The Initial Deposit (and the Second Deposit, if applicable) received by the Seller will be applied towards payment of the price of the Vehicle upon completion of the sale and purchase of the Vehicle hereunder.
- 4.3. The balance of the price of the Vehicle (taking into account the Initial Deposit (and the Second Deposit, if applicable)) shall be paid by the Buyer together with disbursements (including without limitation license fees, TAVA levies, registration fees and licence plate fees) [on demand or before delivery of the Vehicle].
- 4.4. The Buyer hereby confirms and agrees that if at any time after the Buyer's Order is submitted to the Seller through the Website, there is any increase or reduction of any amount paid or to be paid by the Seller on the Buyer's behalf as disbursements (including, if applicable, license fees, TAVA levies, registration fees, licence plate fees, first registration tax and insurance), the total amount payable hereunder shall be adjusted accordingly and shall be paid in full by the Buyer on demand before delivery. The Seller will not be liable in any event for any such increase whether caused by late delivery and/or late registration/licensing of the Vehicle and/or for whatsoever reason(s).

## **5. Delivery**

Any date quoted on the Website for delivery of the Vehicle is indicative only and the Seller shall not be liable for any delay in delivery of the Vehicle however caused. Time for delivery shall not be of the essence of these special terms and conditions unless otherwise agreed by the Seller in writing. The Vehicle may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

## **6. General**

- 6.1. Subject as expressly provided, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.2. Time shall be of the essence of these special terms and conditions (save and except as regards the delivery date of the Vehicle).
- 6.3. Nothing in these special terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- 6.4. These special terms and conditions shall be governed by the laws of Hong Kong.

## Terms and conditions for the sale and purchase of the Goods:

1. In the event of fire, strikes, war, war-like operations, civil commotion strikes, epidemics, floods, typhoon, currency exchange fluctuations, lockouts, terrorism, any restrictions or prohibitions imposed by or any actions of governments or quasi-government authorities, scarcity of tonnage, breakdown of machinery, delay or loss caused by carrier or any other circumstances beyond the control of the Seller (the "Force Majeure Events") resulting in changes in the cost for the delivery of the (including other goods sold or services provided) sold under this Contract (the "Goods") to the Buyer in the Hong Kong Special Administrative Region ("Hong Kong"), the Seller shall be entitled to adjust the retail price of the Goods to take into account any change in such delivery cost provided that the increase in the total retail price of the Goods shall not exceed 15% of the original retail price of the Goods specified in this Contract.
2. Any additional expenses for delivery of the Goods to the Buyer which may be incurred directly or indirectly as a result of any Force Majeure Events will be borne by the Buyer.
3. Buyer shall be responsible for payment of all charges, fees and taxes as may from time to time be imposed including without limitation, first registration tax, registration fee, vehicle licence fee, levy for Traffic Accident Victim Assistance Fund, permit and certificate fees, ownership transfer fee, vehicle examination fee, and insurance premium in respect of the Goods purchased. Any increase in any such charges, fees and taxes as a result of any enactment of or amendment to any legislation at any time after the date of this Contract shall be borne by the Buyer.
4. In the event that the cost for delivery of the Goods in Hong Kong by the Seller is increased as a result of any changes in the manufacturers' current price or freight rates prior to shipment or as a result of any changes in exchange rates prior to delivery or as a result of the occurrence of one or more of the Force Majeure Events or in the event that the Seller, in its sole discretion, is of the opinion that delivery of the Goods to the Buyer would be likely to affect adversely the Seller's relationships with manufacturers or jeopardise in any way the continued retention by the Seller of the agency franchise they obtain from the manufacturers, the Seller shall have the right at any time prior to actual delivery of the Goods to refuse to deliver the same and to tender refund in full to the Buyer of all monies received but without interest costs or compensation under any circumstances whereupon this Contract shall immediately become null and void and Buyer shall have no claim whatsoever against the Seller.
5. It is understood that the title to Goods sold under this Contract remains with the Seller until the full amount of the purchase price and all related charges including, but not limited to those referred to in Clause 3 hereof are fully paid.
6. Notwithstanding anything herein contained the Seller has the option of demanding full payment for the said Goods or any portion thereof before delivery is made to the Buyer.
7. Buyer who has requested the Seller to apply for hire purchase and/or leasing of the Goods on his behalf agrees to sign and to accept the terms of the hire purchase agreement and/or lease agreement for the time being arranged by the Seller.
8. No representations, statements or undertakings made by any agent or salesman on behalf of the Seller shall be binding on the Seller unless expressly incorporated in this Contract. Further, any money paid by the Buyer to the Seller's salesman or employee shall not be deemed payment to the Seller under any circumstances. Payment by the Buyer is deemed to have been received by the Seller at the time when an official receipt is issued by the Seller to the Buyer. The Buyer shall request for an official receipt after making any payment to the Seller and shall be responsible for verifying the particulars contained therein.
9. In the event of there being more than one Contract for the purchase and sale of Goods subsisting between the Buyer and Seller and in the event of the Buyer failing to carry out any of the terms of any of the said Contract(s), or in the event of the Buyer being indebted to the Seller upon any account whatsoever between the Seller and the Buyer, the Seller shall be entitled to refuse delivery to the Buyer of the Goods or any portion thereof being the subject of this Contract until the Buyer has complied with the terms of such other Contract, or have settled such accounts in full.
10. If the Buyer shall make default in or commit any breach of any of his obligations to the Seller or if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be

passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine this Contract and upon written notice of such determination being posted by the Seller to the Buyer's last known address this Contract shall be deemed determined without prejudice to any claim or right the Seller might otherwise make or exercise.

11. In the event that this Contract involves the trading-in of used vehicle (Used Vehicle), the Buyer agrees that:-
- a.1. if the Buyer intends to deliver up possession and ownership of the Used Vehicle to the Seller prior to taking delivery of the new car, he shall obtain and follow instruction from the Seller's Documentary Department (tel no: 22621068). It shall be the Buyer's responsibility to strictly follow such instructions so that transfer of ownership formalities and insurance can be properly attended to. For the avoidance of doubt, the Buyer shall not be entitled to the Trade-in Price unless:
    - (i) the Used Vehicle has become the property of the Seller according to clause 11e, whereupon the Buyer shall be entitled to have the Trade-in Price applied according to clause 11c; or
    - (ii) the Seller has disposed of the Used Vehicle according to clause 11d, whereupon the Buyer shall be entitled to the sales proceeds net of deductions and net of any commissions or fees that may be charged by the Seller on the Buyer at the Seller's absolute discretion as stipulated in the said clause 11d; or
    - (iii) the Seller has disposed of the Used Vehicle according to clause 11f below, whereupon the Buyer shall be entitled to the sales proceeds net of any disbursements paid by the Seller for the Buyer and net of any commissions or fees that may be charged by the Seller on the Buyer at the Seller's absolute discretion.
  - a.2. he is the beneficial and legal owner of the Used Vehicle and he has clear and good title to the Used Vehicle which is free from all encumbrances except as disclosed in clause 11c and clause 11d below;
  - b. The Buyer warrants that all the outstanding fines imposed on him and all outstanding government taxes, registration and licence fees in relation to the Used Vehicle has been fully paid and/or settled and the Buyer will indemnify the Seller against all liabilities arising therefrom;
  - c. The trade-in price of the Used Vehicle will only be applied to offset the balance of the purchase price of the Goods under this Contract at the time of the delivery of the Goods under this Contract to the Buyer;
  - d. In the event that the Buyer fails to honour the terms and conditions of this Contract and fails to take delivery of the new vehicle under this Contract for whatever reason, the Buyer shall reimburse the Seller of any repairing costs expended by the Seller on the Used Vehicle and the Seller may at its discretion return the Used Vehicle to the Buyer at its "as is" condition where the Buyer is bound to accept the same and the Seller shall not be liable for any depreciation and/or deterioration in condition of the Used Vehicle. In the event that the Used Vehicle has been disposed of prior to the termination of this Contract, the Buyer agrees that his entitlement is only limited to the net sales proceeds of the Used Vehicle. being the actual selling price or the quoted trade-in price under this Contract, whichever is lower, and deduct from the same the outstanding loan on the Used Vehicle and other repairing costs and relating charges on the Used Vehicle settled by the Seller on behalf of the Buyer and the Buyer also agrees to indemnify the Seller for any shortfall suffered by the Seller as a result of the disposal of the Used Vehicle. The Seller shall also be entitled to charge the Buyer a handling fee at the Seller's discretion;
  - e. The Used Vehicle will only become the property of the Seller when the change of ownership has been effectively registered with the Transport Department and/or other authorities of the Government of the Hong Kong Special Administration Region;
  - f. In the event that the Used Vehicle be delivered and kept in the custody of the Seller on the consignment basis, the Used Vehicle will be disposed by the Seller at an applicable market price. The Buyer warrants that the Used Vehicle is to be delivered to the Seller in the same good order and condition as when appraised by the Seller's representative (fair tear and wear excepted) and the Seller shall assume no responsibility for the Used Vehicle until the same has been actually and physically delivered to the Seller by the Buyer;
  - g. If the Used Vehicle is kept by the Seller pursuant to (f) above, the registration of the Used Vehicle shall remain under the name of the Buyer and the Buyer shall be responsible to maintain a valid insurance coverage on the Used Vehicle until the actual disposal of the Used Vehicle and all terms and conditions under this Contract have been completely and satisfactorily fulfilled; and

- h. At all material times when the Used Vehicle is kept in the custody of the Seller, except for charges for traffic offences committed by its representatives, the Seller, shall not be held liable for the loss of, or damage to the Used Vehicle, whether resulting from fire, accident, felony, flooding or any act, default, omission or negligence of the Seller or any of its servant and agent.
- i. for cases where the Buyer has deposited the Vehicle Registration Document of the trade-in vehicle with the Seller as Deposit, this clause 11[save and except clause 11(e) and (d)] will also apply and if the Buyer shall fail to perform any term of this Contract, the Seller shall be entitled to transfer the trade-in vehicle to the name of itself (or its nominee); the Buyer hereby also irrevocably authorizes the Seller upon exercise of such right to tow away the trade-in vehicle if the Buyer fails to deliver up same to Seller by himself.
12. a. If, for any reason whatsoever, the manufacturers make any changes in their specifications or models or discontinue the production of the model(s) sold under this Contract so that the Seller is unable to make delivery thereof, the Seller shall not thereby incur any liability to the Buyer but shall, in any such case, deliver to the Buyer the current model(s) closest in line to the model ordered which is available for delivery in Hong Kong and the Buyer shall be bound to take delivery and to pay the purchase price for such current model (including any increase by reason of an increase in the manufacturers' price or other circumstances referred to in Clause I hereof) provided that the total price for the model ordered shall not be more than 15% higher than the price specified in this Contract.
- b. This Contract is conditional upon availability of stock to the intent that the Seller shall not incur any liability whatsoever to the Buyer by reason of non-delivery or late delivery due to lack of stock.
- c. Discontinuance by the manufacturers of production of the model ordered shall not operate to terminate this Contract or give the Buyer any right of rescission if the Seller is able to make delivery of the model ordered and the Buyer shall be obligated to accept delivery of the model ordered on the terms and conditions hereof notwithstanding such discontinuance and/or the introduction of a new model.
- d. If the manufacturers make any changes in their specifications or models or discontinue production of the model ordered and the Seller is unable to make delivery of the model ordered or another available model which is close in line thereto, this Contract shall be cancelled and the deposit shall be refunded to the Buyer without interest, costs or compensation.
- e. Specifications of the Goods herein mentioned, including but not limited to all weights and measurements, are in compliance with the current Hong Kong Road Traffic Regulations which are subject to further amendment without prior notice. In order to comply with the Regulations prevailing at the time of licensing and registration, the Seller will not be responsible for any additional charges for modifications and subsequent delays in delivery.
13. For the avoidance of doubt, upon signing of this Contract by both parties, under no circumstance can the colour, model type or any other specification with respect to the Goods be changed by the Buyer.
14. The Seller shall not be responsible for any delay in fulfilling or for the nonfulfillment of this Contract as a result of any one or more of the Force Majeure Events or any detention deviation, delay or loss owing to any cause whatsoever of the carrier by which Goods are shipped or by any other incidents or circumstances beyond the control of the Seller whether of a similar nature to the foregoing or not. If the arrival of the Goods or any portion thereof be delayed owing to the above causes the Buyer shall nevertheless take delivery of and pay for the same on arrival according to the terms and conditions hereof. Should the Goods be lost in transit this Contract shall be considered null and void and the Buyer shall have no claim whatsoever against the Seller.
15. The Buyer authorises the Seller to attend to all matters in relation to or in connection with the registration and/or licensing of the Goods(s) and subject to clauses 18 and 19, including payment of the first registration tax.
16. It is the Buyer's sole responsibility to apply for special licences, permits and/or letters of approval if applicable should such special licences, permits and letters of approval be required for the registration or transfer of ownership of the Goods.
17. The Buyer shall be responsible, on his own account to declare to the Commissioner for Transport details of any accessory(ies) fitted or to be fitted onto the Goods within 6 months after the date of first registration and to pay the additional first registration tax attributable to the increase in the value of the Goods within 5 working days after the fitting of the accessory(ies).

18. In the event of the Buyer providing his own reflex-reflecting number plates to be installed to the Goods purchased, the Seller shall not bear any responsibility or liability whatsoever (if any) in relation to or in connection with the said number plates and no warranty whatsoever is given, including the warranty (if any) that the number plates have complied with all requirements as provided by any Hong Kong Statutes, By-laws or Regulations in relation to reflex-reflecting number plates. For the purpose of this clause, it is hereby expressly stipulated that no salesman or person acting as the Seller's agent is authorised to obtain for the Buyer reflex-reflecting number plates except from the Seller itself or at the Seller's direction or otherwise with the Seller's written authority.
19. The Buyer shall be responsible, on his own account, to declare to the Commissioner for Transport details of any change of body type after the first registration and to pay additional first registration tax attributable to the change as soon as practicable after the date of alteration.
20. If after having been notified by the Seller of its readiness to deliver the Goods the Buyer fails to pay the balance of purchase price for the Goods or other monies payable by him hereunder within seven (7) days of such notification, the Seller shall be entitled to charge interest thereon at such rate as the Sellers shall think fit until actual payment in full or at its sole discretion to forfeit without notice any deposit paid to it by the Buyer as liquidated damages which are a genuine pre-estimate of loss and not as penalty and without prejudice to any other remedy provided to the Seller in this Contract, and in this respect time is of the essence of this Contract. In such event the Seller shall be at liberty on its own account to sell or otherwise deal with and dispose of the Goods in such manner as it may deem fit and the Buyer shall be liable for all losses and expenses that the Seller may incur thereby. Any time or date named by the Seller for delivery is intended as an estimate only and the Seller shall not be liable to make good any damage or loss whatsoever whether arising directly or indirectly out of delay in delivery.
21. The Seller's staff while driving or handling the Buyer's Goods shall, for the purpose of this Contract, whilst so engaged, be the servant and agent of the Buyer, and the Seller shall not be responsible for anything which may result or occur whilst so occupied. Risk in the Goods and every part thereof shall pass to the Buyer as soon as it is delivered to the Buyer, its servant or agent.
22. Any chauffeur or other agent purporting to act on behalf of the Buyer in respect of this Contract, or of any Goods or articles therein in connection with this Contract shall be deemed by the Seller to be the authorised agent of the Buyer unless written notice to Seller shall have been given that such authority does not exist.
23. The Buyer will take delivery of the Goods within 7 days from date of notification by the Seller that the Goods is ready for delivery, failing which the Buyer shall be liable to indemnify the Seller in full for the storage cost and other expenses incurred therefrom. Delivery of the Goods may be made at the option of the Buyer by collecting the Goods at the Seller's premises or by the Seller arranging the delivery of the Goods to a reasonable location within Hong Kong nominated by the Buyer.
24. Notification from Seller to Buyer shall be deemed to have been duly given if sent by registered mail to Buyer's last known address.
25. The Seller may in its discretion, insure the Goods sold under this Contract against war risk and in the event of such insurance being effected the same shall be for the account of the Buyer but the Seller shall not incur any liability by reason of such insurance not having been effected. The Buyer shall be responsible for insuring against third party risks under the Motor Vehicles Insurance (Third Party Risks) Ordinance (Chapter 272 of the Laws of Hong Kong) or any other insurance on the value or the use of the Goods upon registration of the Goods with the Transport Department of the Government of Hong Kong Special Administrative Region.
26. The Seller shall not be liable for the loss of, or damage to, any goods or articles placed in the hands of the Seller, whether resulting from fire, accident felony, mis-delivery, delay or detention. or any act, default, omission or negligence of the Seller, its servants, agents or employees or any other cause whatsoever whether similar to or dissimilar from the foregoing.
27. The Goods and parts are sold subject to manufacturer's warranty only, and in accordance with manufacturer's specifications at date of shipment of the Goods from the factory. For the avoidance of doubt, it is agreed that no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Seller.

28. a. The Seller shall neither be liable to the Buyer for the damage to or loss of the Goods sold under this Contract nor be liable for the damages, loss or injury suffered by the Buyer, its servants, agents or employees due to negligence, misuse or improper handling of the Goods sold under this Contract.
  - b. Any claim made by the Buyer must be in writing and must contain full details of the claim including the specifications of any allegedly defective parts of the Goods.
  - c. The Seller shall be given reasonable opportunity and facilities to investigate any claims made under this clause and the Buyer shall if so requested in writing by the Seller and the Buyer shall promptly make available the Goods to the Seller for such purpose.
29. No claim in respect of the Goods sold under this Contract shall be made against the Seller unless it be made in writing within seven (7) days after the notification to the Buyer that the Goods are ready for delivery nor shall any such claim be made after delivery has been taken and the Goods have been removed from the place of delivery by the Buyer.
  30. No claim be made by the Buyer relating to a breach of any term or condition of this Contract shall entitle the Buyer to reject the Goods and treat this Contract as repudiated. The Buyer's remedy shall be in damages only. In no circumstances shall the liability of the Seller to the Buyer under this clause exceed the purchase price of the Goods under this Contract.
  31. In the event that the Goods sold under this Contract is a Used Vehicle, the Seller gives no warranty as to the condition and fitness for any particular purpose of the Used Vehicle. To the extent that the Used Vehicle still has the benefit of any unexpired warranty granted by the manufacturers, the Buyer's entitlement to claim is limited to against the manufacturer (and/or the manufacturer's authorised dealer as provided under the warranty) in respect of any defect as covered under the effective warranty in force.
  32. In the circumstances that the Buyer fails to collect the Goods within 14 days after the Goods being licensed in the name of the Buyer, a storage fee of HK\$200 per day will be charged to the Buyer starting from the 15th day after the Goods being licensed until the day of the Goods being collected by the Buyer (both days inclusive).
  33. Notwithstanding anything herein contained, the Seller shall have the right, at its sole discretion, to cancel this Contract within 30 days after the date hereof by giving written notice to the Buyer and in such event the Seller shall repay the deposit paid hereunder to the Buyer without interest cost or compensation and this Contract shall deem as determined and the Buyer shall have no claim whatsoever against the Seller.
  34. The Buyer shall not assign or transfer any of his rights or obligations under this Contract without the prior written consent of the Seller.
  35. Any breach by the Buyer of any of the terms and conditions of this Contract shall entitle the Seller to forfeit without notice any deposit paid to it by the Buyer as liquidated damages and not as penalty and without prejudice to any other claims which the Seller may have against the Buyer in respect of any such breach.
  36. The Seller will not be bound by any conditions, rebates or any other matters which are not expressly contained in this Contract.
  37. This Contract shall be governed by and construed in accordance with the laws of Hong and both the Seller and Buyer will irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
  38. For the purpose of the interpretation of this Contract words herein denoting the singular number include the plural number and vice versa; words herein denoting persons include corporations; and words herein denoting masculine gender include feminine gender.