

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are to be read in conjunction with the Invitation for Private Tender issued by ORIX Asia Limited (“OAL”)

- (1) The equipment(s) is (are) sold in its (their) present condition on an “as is” basis. It (they) can be inspected at the location(s) as specified in the Tender List during office hours of the relevant location in which the relevant equipment is located from the date of this letter to the closing date for submission of your tender to OAL upon production of the original copy of this letter to the person in charge of such location.
- (2) Whilst every equipment has been taken by OAL in compiling the information contained in the Tender List, OAL does not warrant that any of such information is complete, up-to-date and accurate. Tenderers should make their own investigation to verify such information. No liability will be admitted nor claim allowed in respect of the inaccuracy or the incompleteness of any of the information contained in the Tender List, or any verbal or written representation or statement made by or on behalf of OAL in relation to the equipment(s) specified in the Tender List.
- (3) The tenderer shall, whether or not the tenderer has inspected the relevant equipment, be deemed to have agreed to purchase the same with full knowledge of all defects and faults therein (whether patent or latent) and no defect or fault therein shall annul the sale or entitle the tenderer to be discharged from the purchase. After completion of the sales, no returns shall be accepted and no refunds or credits will be provided.
- (4) Tender Deposit:
 - (a) An initial deposit of HKD50,000.00 for each item on the tender list (the “**Initial Deposit**”) is payable at the time of tender submission as a pledge of bona fides of the tenders. Payments of the Initial Deposit should be made in favour of “ORIX Asia Limited” by Cheque. Tenders which are not accompanied with the Initial Deposit will not be considered and will be rejected.
 - (b) In the event that the Tenderer withdraws or revokes his tender before completion of the tendering exercise without any valid reason acceptable to ORIX, the Initial Deposit shall be absolutely forfeited to ORIX.
 - (c) The Initial Deposit will be returned to individual unsuccessful Tenderers without interest at the conclusion of the tendering exercise./ The Initial Deposit paid by the unsuccessful tenderers will be returned within 30 days after the tender award is made.
 - (d) The successful tenderer will be invited for signing a Sale & Purchase Agreement. Full payment of the tendered sum (less the Initial Deposit) (the “**Payments**”) is payable at the time of signing the Sale & Purchase Agreement. Payments should be made in favour of “ORIX Asia Limited” by Cashier Order. Failure for any reason to pay the Payments or to execute the Sale & Purchase Agreement within 3 working days shall result in disqualification of the tender submitted and forfeiture of the Initial Deposit.
 - (e) The Initial Deposit and the payment are not refundable, unless specified otherwise.
- (5) Once the tender made by the tenderer is accepted by OAL, the tenderer must comply

with all statutory requirements at his own costs before taking delivery of the subject equipment. The tenderer must take delivery of the subject equipment within 3 working days after OAL has notified the successful tenderer that his/her offer has been accepted, failing which, a storage charge of the subject equipment at such rate from time to time determined by OAL shall become payable to OAL by the tenderer and such storage charge must be paid in full before taking delivery of the equipment.

- (6) The tenderer must arrange for all necessary inspections and the transfer of the ownership of the subject equipment. OAL does not warrant that the ownership of the equipment can be transferred to the tenderer or any person or entity designated by the tenderer. All fees and expenses incurred in connection with the necessary inspections and transfer of the ownership of the subject equipment shall be borne by the tenderer.
- (7) OAL reserves the right to withdraw this invitation for tender at any time and does not undertake to accept the highest or any bid at all. OAL shall not be liable to pay any cost or compensation to the tenderer for such withdrawal or termination of the Invitation for Private Tender at any time.

Once the tender is submitted, it cannot be withdrawn by the tenderer. The tenderer shall indemnify OAL against any costs, expenses, damages and losses (including but not limited to the difference between the revoked tendered price and resale value to a new tenderer or buyer, the relevant legal expenses and collection agent charges) that OAL may sustain or incur as a consequence of such withdrawal by the tenderer.

Date 23 October 2025

Dear Sirs,

INVITATION FOR PRIVATE TENDER

We, ORIX Asia Limited (“OAL”), have repossessed the equipment(s) specified on the attached tender list (“**Tender List**”) and such equipment(s) is (are) offered for sale by means of private tender. The sale of such equipment(s) is (are) subject to the terms and conditions contained in the annexed Terms and Conditions of Sale.

Once the tender is submitted, it cannot be withdrawn by the tenderer. The tenderer shall indemnify OAL against any costs, expenses, damages and losses (including but not limited to the difference between the revoked tendered price and resell value to a new tenderer or buyer, the relevant legal expenses and collection agent charges) that OAL may sustain or incur as a consequence of such withdrawal by the tenderer.

If you are interested in purchasing the equipment(s) specified in the Tender List, please kindly complete the “Form of Tender” enclosed herewith and return it along with this acknowledgment to ORIX Asia Limited by Email or Fax not later than **06 November 2025**.

For any enquiry, please contact our Mr. Lau at 2514 2663.
(This Letter is computer generated, no signature is required.)
Encl.

Acceptance Form

I/We, the Tenderer, have fully read and completely understand the entire Tender Document (i.e. Tender List, Terms and Conditions of Sale and Invitation for Private Tender); and I/We irrevocably agree to be bound by and confirm my/our agreement to the terms and conditions of the Tender Document.

Name:

Date

HKID/CI/BR. No.:

TENDER LIST

No.	Equipment Description	Model	Manuf. Year	Location	Tender Price <u>HKD</u>
1	SUMITOMO Excavator	SH490LHD-6	2018	A	
2	SUMITOMO Excavator	SH490LHD-6	2020	A	
3	SUMITOMO Excavator	SH225X-3B	2019	A	
4	SUMITOMO Excavator	SH225X-3B	2014	A	
5	SUMITOMO Excavator	SH200HB-6	2014	A	
6	SUMITOMO Excavator	SH360HD-6	2023	A	
7	SUMITOMO Excavator	SH225X-3B	2013	A	
8	SUMITOMO Excavator	SH225X-3B	2013	A	

Location :

(A) South Wing Machinery Co Ltd
Address: D.D. 124 Lot 1162, Tin Ha Road, Hung Shui Kiu, Yuen Long, N.T.

Available: Monday - Friday (9:30 am - 5:30 pm), Sat, Sun & Public Holiday Close
contact: Mr. Lau 2514 2663 (ORIX)

This tender to purchase must be completed and returned to ORIX Asia Limited:

Via:

■ email address : tender2.OAL@orix.com.hk
■ fax number : 2862-6767

on or Before : 06-November-2025

* Prior appointment for equipment inspection is required. For any enquiry and collateral inspection, please contact our **Mr. Lau at 2514 2663**.

Bidder _____
投標人

Signature _____
簽署

Contact Telephone No. _____
聯絡電話

Address _____
地址

I.D. No. _____
身分證號碼

Date _____
日期