

## **Self-drive Tour Carnet Guarantee Counter-Guarantee Form (For Company Proposer)**

THIS DEED OF INDEMNITY is given by \_\_\_\_\_  
(full name of company director, sole proprietor or partner)

of \_\_\_\_\_  
(company name)

in respect of \_\_\_\_\_ with commencement of trip on \_\_\_\_\_  
(vehicle registration mark) (ad hoc quota start date)

to Zurich Insurance Company Ltd of 24-27/F, One Island East, 18 Westlands Road, Island East, Hong Kong ("the Surety").

In consideration of the Surety at our request issuing a guarantee ("the Carnet Guarantee") to The Hong Kong General Chamber of Commerce ("HKGCC") for any amount or entering into or otherwise accepting any form of liability due to HKGCC as security against HKGCC issuing to us an ATA Carnet.

We do hereby covenant and agree as follows:

We shall indemnify the Surety and keep the Surety indemnified and bind ourselves our heirs executors administrators and assigns to indemnify the Surety and keep the Surety indemnified upon the Surety's demand against all sums that become payable by the Surety to HKGCC under the Carnet Guarantee and against all losses, costs, damages, charges and expenses whatsoever the Surety may suffer, sustain or incur arising out of or by reason of the Surety having become surety in the Carnet Guarantee (including all legal and other costs, charges and expenses the Surety may incur in connection with the Carnet Guarantee, or in enforcing, or attempting to enforce, its rights under this guarantee);

We shall accept and bind ourselves our heirs executors administrators and assigns to accept statements, vouchers or other evidences of all losses, costs, damages, charges and expenses whatsoever paid or incurred by the Surety as conclusive evidence against us and our heirs, executors, administrators and assigns in respect of our liability to the Surety under the above paragraph;

We agree that this DEED OF INDEMNITY shall be governed by and construed in accordance with the laws of Hong Kong and we further irrevocably agree to submit to the exclusive jurisdiction of the Hong Kong courts.

Dated in Hong Kong this (day) \_\_\_\_\_ day of (month) \_\_\_\_\_, (year) \_\_\_\_\_.

Signed Sealed and Delivered by:

\_\_\_\_\_  
Name :  
Position\*: Director/Sole Proprietor/Partner  
Authorized Signature of: \_\_\_\_\_  
(Company name)

\*Please delete as appropriate.

## 免稅車輛關稅責任擔保 反擔保書（公司投保專用）

本擔保契據由 \_\_\_\_\_  
（公司董事、獨資經營者或合夥人全名）

隸屬於 \_\_\_\_\_  
（公司名稱）

就 \_\_\_\_\_ 於 \_\_\_\_\_ 起  
（車牌） （一次性特別配額開始日期）

向蘇黎世保險有限公司（地址為香港港島東華蘭路18號港島東中心24-27樓）（「擔保人」）發出。

鑑於擔保人應吾等要求，就任何款項或訂立或以其他方式接納吾等欠負香港總商會的任何形式負債向香港總商會發出擔保（「暫准進口證擔保」），以作為香港總商會向吾等簽發暫准進口證的保證。

吾等承諾及同意：

擔保人如要求支付擔保人根據暫准進口證擔保應付香港總商會的所有款項，以及擔保人因成為暫准進口證擔保的擔保人而可能蒙受、付出或招致的任何一切損失、訟費、損害賠償、費用及開支（包括擔保人就暫准進口證擔保或在執行或試圖執行其於本擔保下的權利時可能招致的一切法律及其他成本、費用及開支），吾等須向擔保人作出擔保及使擔保人持續得到擔保，而吾等須約束其本身、其繼承人、遺囑執行人、遺產管理人及受讓人向擔保人作出擔保及使擔保人持續得到擔保；

吾等須接納並約束其本身、其繼承人、遺囑執行人、遺產管理人及受讓人接納，有關擔保人所支付或招致的任何一切損失、訟費、損害賠償、費用及開支的陳述書、憑單或其他證據，是吾等及其繼承人、遺囑執行人、遺產管理人及受讓人根據上段向擔保人承擔負債的確證；

吾等同意本擔保契據須受香港法例管限，並須按照香港法例解釋，吾等進一步不可撤銷地同意受香港法院獨有的司法管轄權管轄。

本擔保契據於 \_\_\_\_\_（年） \_\_\_\_\_（月） \_\_\_\_\_（日）在香港簽訂。

由下列人士簽署／蓋印及交付：

\_\_\_\_\_  
姓名：  
職位\*：董事／獨資經營者／合夥人

獲授權簽署： \_\_\_\_\_  
（公司名稱）

\*請刪去不適用者