



## JINHUI SHIPPING AND TRANSPORTATION LIMITED

### **JIN - INSIDE INFORMATION**

#### **ACQUISITION OF TWO VESSELS**

The Board of Jinhui Shipping and Transportation Limited announces that two wholly-owned subsidiaries of the Company entered into two shipbuilding contracts on 3 June 2026 for the acquisition of two vessels, each at a contract price of US\$34,150,000.

#### **THE ACQUISITION OF TWO VESSELS**

On 3 June 2026, the First Purchaser and the Second Purchaser entered into the First Shipbuilding Contract and the Second Shipbuilding Contract respectively with the Seller. Pursuant to the terms of the shipbuilding contracts, the Seller has agreed to build and sell the First Vessel and the Second Vessel to the First Purchaser and the Second Purchaser respectively, each at a contract price of US\$34,150,000. The total contract price of the First Vessel and the Second Vessel is US\$68,300,000. Both Vessels will be delivered to the First Purchaser and the Second Purchaser on or before 31 December 2030.

The First Shipbuilding Contract and the Second Shipbuilding Contract are separate and not inter-conditional of each other. The First Shipbuilding Contract and the Second Shipbuilding Contract are negotiated with the Seller under the same vessel specifications.

#### **Information on the parties**

##### **The Company and the Group**

The principal activity of the Company is investment holding company and the principal activities of its subsidiaries are international ship chartering and ship owning.

##### **Purchasers**

Both the First Purchaser and the Second Purchaser are ship owning companies and wholly-owned subsidiaries of the Company as at date of this announcement. The principal activities of the First Purchaser and the Second Purchaser are ship owning and chartering.

##### **Seller**

The Seller is Jiangmen Nanyang Ship Engineering Co., Ltd., a company incorporated in the People's Republic of China and has been established over 20 years. The principal activities of the Seller include the construction of bulk carriers, the provision of ship repair services, and the undertaking of steel structure engineering projects.

To the best of the Board's knowledge, information and belief having made all reasonable enquiry, the Seller is an independent third party not connected with the directors, chief executive or substantial shareholders of the Company or its subsidiaries or any of their respective associates.

## **THE SHIPBUILDING CONTRACTS**

### **The principal terms of the First Shipbuilding Contract are set out below:**

- Date: 3 June 2026
- Parties: The First Purchaser and the Seller
- Assets to be acquired: The First Vessel
- Contract price: Subject to certain provisions for adjustment to the contract price of the First Vessel contained in the First Shipbuilding Contract relating to, amongst other things, delay in delivery of the First Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the contract price for the First Vessel is US\$34,150,000. Any adjustment to the contract price shall not exceed a reduction of approximately 6% of the contract price. The contract price is payable by the First Purchaser in four installments as follows :
- (1) the first installment in the sum of US\$5,122,500 shall become due and payable within five banking days after signing of the First Shipbuilding Contract and receipt of the Refund Guarantee, covering the first installment to the third installment;
  - (2) the second installment in the sum of US\$5,122,500 shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the cutting of the first steel plate of the First Vessel has taken place;
  - (3) the third installment in the sum of US\$3,415,000 shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the keel-laying of the First Vessel has taken place; and
  - (4) the last installment in the sum of US\$20,490,000 shall become due and payable concurrently with delivery of the First Vessel on or before 31 December 2030.
- Expected delivery date: On or before 31 December 2030

- Other conditions:
- (1) In the event the First Shipbuilding Contract is terminated, rescinded or cancelled by the First Purchaser in accordance with the specific clause of First Shipbuilding Contract, the Seller shall refund to the First Purchaser in United States Dollars the full amount of all sums already paid by the First Purchaser together with interest. As security to the First Purchaser, the Seller shall deliver to the First Purchaser a Refund Guarantee to be issued by specified bank to guarantee the refund of such payments.
  - (2) For each of installments of the First Vessel, independent classification surveyor from the Classification Society appointed by the Seller and supervisor of the First Purchaser are assigned to the Seller's shipyard for the supervision of the construction of the First Vessel. A classification certificate signed by the classification surveyor is issued at each stage of installments, confirming that the First Vessel meets the class specifications and other regulations and requirements of the First Shipbuilding Contract before each respective installment is paid. The necessary inspection of the First Vessel, the machinery, equipment and outfitting will be carried out by the Classification Society and/or supervisor of the First Purchaser throughout the construction in order to ensure that the construction of the First Vessel is duly performed in accordance with the First Shipbuilding Contract.
  - (3) The First Shipbuilding Contract is conditional upon the passing of ordinary resolutions by the shareholders approving the acquisition of First Vessel in the general meeting of Jinhui Holdings.

**The principal terms of the Second Shipbuilding Contract are set out below:**

- Date: 3 June 2026
- Parties: The Second Purchaser and the Seller
- Assets to be acquired: The Second Vessel
- Contract price: Subject to certain provisions for adjustment to the contract price of the Second Vessel contained in the Second Shipbuilding Contract relating to, amongst other things, delay in delivery of the Second Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the contract price for the Second Vessel is US\$34,150,000. Any adjustment to the contract price shall not exceed a reduction of approximately 6% of the contract price. The contract price is payable by the Second Purchaser in four installments as follows:
- (1) the first installment in the sum of US\$5,122,500 shall become due and payable within five banking days after signing of the Second Shipbuilding Contract and receipt of the Refund Guarantee, covering the first installment to the third installment;

- (2) the second installment in the sum of US\$5,122,500 shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the cutting of the first steel plate of the Second Vessel has taken place;
- (3) the third installment in the sum of US\$3,415,000 shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the keel-laying of the Second Vessel has taken place; and
- (4) the last installment in the sum of US\$20,490,000 shall become due and payable concurrently with delivery of the Second Vessel on or before 31 December 2030.

Expected delivery date: On or before 31 December 2030

- Other conditions:
- (1) In the event the Second Shipbuilding Contract is terminated, rescinded or cancelled by the Second Purchaser in accordance with the specific clause of Second Shipbuilding Contract, the Seller shall refund to the Second Purchaser in United States Dollars the full amount of all sums already paid by the Second Purchaser together with interest. As security to the Second Purchaser, the Seller shall deliver to the Second Purchaser a Refund Guarantee to be issued by specified bank to guarantee the refund of such payments.
  - (2) For each of installments of the Second Vessel, independent classification surveyor from the Classification Society appointed by the Seller and supervisor of the Second Purchaser are assigned to the Seller's shipyard for the supervision of the construction of the Second Vessel. A classification certificate signed by the classification surveyor is issued at each stage of installments, confirming that the Second Vessel meets the class specifications and other regulations and requirements of the Second Shipbuilding Contract before each respective installment is paid. The necessary inspection of the Second Vessel, the machinery, equipment and outfitting will be carried out by the Classification Society and/or supervisor of the Second Purchaser throughout the construction in order to ensure that the construction of the Second Vessel is duly performed in accordance with the Second Shipbuilding Contract.
  - (3) The Second Shipbuilding Contract is conditional upon the passing of ordinary resolutions by the shareholders approving the acquisition of Second Vessel in the general meeting of Jinhui Holdings.

The total contract price of the First Vessel and the Second Vessel is US\$68,300,000, which will be payable by cash in United States Dollars. It is currently expected that approximately 55% of the total contract price will be funded by bank financing and the remaining will be funded by internal resources of the Group. The contract price of each of the First Vessel and the Second Vessel has been agreed on normal commercial terms and was determined after arm's length negotiations between the First Purchaser, the Second Purchaser and the Seller, taking into account the (i) quotations and delivery

schedules provided by other shipyards for the construction of new vessels of similar type and size; (ii) the quality of services and industry reputation of the Seller; and (iii) the consideration paid by the Company for the acquisition of other vessels of similar type, size and the delivery schedules.

### **Delivery**

If there is any delay in delivery of the First Vessel or the Second Vessel which continues for a period of 180 days from the thirty-first day after the agreed delivery date, then after such period has expired, the First Purchaser or the Second Purchaser (as the case may be) may at its option rescind the First Shipbuilding Contract or the Second Shipbuilding Contract (as the case may be). The Seller shall thereupon promptly refund to the First Purchaser or the Second Purchaser (as the case may be) in United States Dollars the full amount of all sums received by the Seller together with interest accrued thereon at banking deposit rate from the date of receipt by Seller of such amount to the date of full payment to the First Purchaser or the Second Purchaser (as the case may be) of such amount. The period of 180 days from the thirty-first day after the agreed delivery date is considered as industry practice under the shipbuilding business.

### **GUARANTEES BY THE COMPANY**

Upon execution of the First Shipbuilding Contract and the Second Shipbuilding Contract, the Company shall execute guarantees in favour of the Seller. Under such guarantees, the Company irrevocably and unconditionally undertakes to ensure the full and punctual payment of the contract prices by the First Purchaser and the Second Purchaser in accordance with the respective terms of the First Shipbuilding Contract and the Second Shipbuilding Contract.

### **REASONS FOR THE ACQUISITION OF TWO VESSELS**

The Group's principal activities are international ship chartering and ship owning. The Acquisition of the First Vessel and the Second Vessel is consistent with the Group's ongoing strategy to renew the fleet with modern, larger and high-quality vessels, by gradually phasing out its older vessels and replacing them with newer and younger vessels. The availability of suitable young modern vessels in the second-hand market fluctuates over time. At present, no high-quality young second-hand vessels offering a balanced combination of suitable specifications, favorable delivery timelines, and reasonable pricing can be identified. We have considered transaction prices for comparable vessels in available recent market transactions and resolved to order brand-new vessels that comply with the latest maritime regulations and incorporate tailor-made designs. The Vessels are more fuel-efficient and of higher operational efficiency than the other bulk carriers of the Group currently in operation, which meets the latest environmental regulations and prevailing specification requirements in the shipping industry. This decision supports the Company's long-term objective of maintaining a young and modern fleet to better serve its customers and meet the specific demands of its cargo trades and destinations.

Upon the completion of the Acquisition of the First Vessel and the Second Vessel, the Vessels will be chartered out to third parties for the transportation of dry bulk commodities to receive charter hire and to generate recurring chartering freight and hire income for the Group. The Directors believe it is an opportune moment to further expand its fleet of vessels in order to increase operating income for the Group. The Group currently operates twenty-one vessels, including eighteen owned vessels and three

chartered-in vessels, with total carrying capacity of approximately 1.7 million metric tonnes. Among the owned vessels were two that have been arranged under sale and leaseback agreements and two which have been disposed of and reclassified under assets held for sale.

The Directors consider that the terms and conditions of the First Shipbuilding Contract and the Second Shipbuilding Contract are fair and reasonable and have been agreed on normal commercial terms following arm's length negotiations and are in the best interests of the Company and its shareholders as a whole.

## **GENERAL**

The Company is an approximately 55.69% owned subsidiary of Jinhui Holdings. The Acquisition of the First Vessel and the Second Vessel constitutes a very substantial acquisition for Jinhui Holdings and is conditional upon the passing of ordinary resolutions by the shareholders' approval of Jinhui Holdings in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

Fairline Consultants Limited and Timberfield Limited are closely allied group of shareholders of Jinhui Holdings, together holding approximately 64.53% of the total issued shares of Jinhui Holdings and voting rights in general meeting of Jinhui Holdings. Fairline Consultants Limited and Timberfield Limited have given to Jinhui Holdings the written irrevocable approval in relation to the Acquisition of the First Vessel and the Second Vessel.

## **DEFINITIONS**

In this announcement, unless the context requires otherwise, the following expressions of the following meanings were used:

“Acquisition of the First Vessel and the Second Vessel”	the acquisition of the First Vessel under the First Shipbuilding Contract and the acquisition of the Second Vessel under the Second Shipbuilding Contract;
“Board”	the board of Directors;
“Company”	Jinhui Shipping and Transportation Limited;
“Directors”	the directors of the Company;
“First Purchaser”	Jinshun Shipping Inc., a wholly-owned subsidiary of the Company;

“First Shipbuilding Contract”	the shipbuilding contract entered into between the First Purchaser and the Seller dated 3 June 2026 where the First Purchaser has agreed to purchase the First Vessel from the Seller and the Seller has agreed to design, build, launch, equip and complete the First Vessel, and to sell and deliver the First Vessel at the Seller’s shipyard to the First Purchaser;
“First Vessel”	a deadweight 64,500 metric tonnes type bulk carrier to be delivered on or before 31 December 2030;
“Jinhui Holdings”	Jinhui Holdings Company Limited, a company incorporated in Hong Kong whose shares are listed on the Main Board of Hong Kong Stock Exchange (stock code: 137);
“Group”	the Company and its subsidiaries;
“Refund Guarantee(s)”	the guarantee(s) to be issued by the Seller’s bank in favour of each of the First Purchaser and the Second Purchaser respectively whereby the Seller’s bank will guarantee the refund of any sum received by Seller to each of the First Purchaser and the Second Purchaser respectively if the delivery of the First Vessel or the Second Vessel is not effected according to the agreed date of delivery respectively;
“Second Purchaser”	Jintong Marine Inc., a wholly-owned subsidiary of the Company;
“Second Shipbuilding Contract”	the shipbuilding contract entered into between the Second Purchaser and the Seller dated 3 June 2026 where the Second Purchaser has agreed to purchase the Second Vessel from the Seller and the Seller has agreed to design, build, launch, equip and complete the Second Vessel, and to sell and deliver the Second Vessel at the Seller’s shipyard to the Second Purchaser;
“Second Vessel”	a deadweight 64,500 metric tonnes type bulk carrier to be delivered on or before 31 December 2030;
“Seller”	Jiangmen Nanyang Ship Engineering Co., Ltd., a company incorporated in the People’s Republic of China; and
“Vessels”	the First Vessel and the Second Vessel.

By Order of the Board  
**Ng Kam Wah Thomas**  
*Managing Director*

3 June 2026