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JINHUI HOLDINGS COMPANY LIMITED

金輝集團有限公司

(Incorporated in Hong Kong with limited liability)

Stock Code: 137

VERY SUBSTANTIAL ACQUISITION ACQUISITION OF TWO VESSELS

The Board is pleased to announce that on 11 February 2026, the First Purchaser and the Second Purchaser, each being approximately 55.69% indirect subsidiary of the Company, 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\$34,000,000 (approximately HK\$265,200,000). The total contract price of the First Vessel and the Second Vessel is US\$68,000,000 (approximately HK\$530,400,000). The First Vessel and the Second Vessel will be delivered to the First Purchaser and the Second Purchaser on or before 15 May 2029 and 31 July 2029 respectively.

IMPLICATIONS UNDER THE LISTING RULES

Under the Listing Rules, each of the First Shipbuilding Contract and the Second Shipbuilding Contract constitutes a major transaction of the Company. Furthermore, as one or more of the applicable percentage ratios defined under the Listing Rules in respect of the First Shipbuilding Contract and the Second Shipbuilding Contract, in aggregate, constitutes a very substantial acquisition of the Company under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

The General Meeting will be convened and held by the Company for the purpose of, among other things, considering, and if thought fit, to seek the Shareholders' approval of the First Shipbuilding Contract and the Second Shipbuilding Contract and the transactions contemplated thereunder. A circular containing, among other things, (i) further information on the First Shipbuilding Contract and the Second Shipbuilding Contract and the transactions contemplated thereunder, (ii) the notice of the General Meeting, and (iii) other information as required to be disclosed under the Listing Rules. The circular is expected to be despatched to the Shareholders on or before 9 March 2026 in accordance with the Listing Rules.

THE ACQUISITION OF TWO VESSELS

The Board is pleased to announce that on 11 February 2026, the First Purchaser and the Second Purchaser, each being approximately 55.69% indirect subsidiary of the Company, 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\$34,000,000 (approximately HK\$265,200,000). The total contract price of the First Vessel and the Second Vessel is US\$68,000,000 (approximately HK\$530,400,000). The First Vessel and the Second Vessel will be delivered to the First Purchaser and the Second Purchaser on or before 15 May 2029 and 31 July 2029 respectively.

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 Company is an investment holding company and its subsidiaries are principally engaged in international ship chartering and ship owning.

Purchasers

Both the First Purchaser and the Second Purchaser are ship owning companies and wholly-owned subsidiaries of Jinhui Shipping, which are in turn approximately 55.69% indirect 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

Sumec Marine Co., Ltd. (“Sumec”), together with its shipyard, New Dayang Shipbuilding Co., Ltd. (“New Dayang”), are collectively referred to as the “Seller”.

Sumec is a company incorporated in the People’s Republic of China, with principal activities of shipbuilding and shipping business. New Dayang is a company principally engaged in building bulk carriers, gas carriers, container feeders, oil tankers and offshore support vessels.

Sumec and New Dayang are subsidiaries of Sumec Corporation Limited, a company listed on the Shanghai Stock Exchange (stock code: 600710.SH). Sumec Corporation Limited is owned by China National Machinery Industry Corporation (“SINOMACH”), which is wholly owned by the State Council of the People’s Republic of China. The principal business of SINOMACH and its subsidiaries is manufacturing and research and development of machinery and equipment, engineering contracting, as well as trading and services.

To the best of the Board’s knowledge, information and belief having made all reasonable enquiry, the Seller, Sumec Corporation Limited and China National Machinery Industry Corporation and their ultimate beneficial owners are Independent Third Parties.

THE SHIPBUILDING CONTRACTS

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

Date: 11 February 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\$34,000,000 (approximately HK\$265,200,000). Any adjustment to the contract price shall not exceed a reduction of approximately 5% of the contract price. The contract price is payable by the First Purchaser in five installments as follows:

- (1) the first installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) 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 fourth installment;
- (2) the second installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) 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\$3,400,000 (approximately HK\$26,520,000) 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;
- (4) the fourth installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the launching of the First Vessel has taken place; and
- (5) the last installment in the sum of US\$20,400,000 (approximately HK\$159,120,000) shall become due and payable concurrently with delivery of the First Vessel on or before 15 May 2029.

Expected delivery date: On or before 15 May 2029

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.

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

Date: 11 February 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\$34,000,000 (approximately HK\$265,200,000). Any adjustment to the contract price shall not exceed a reduction of approximately 5% of the contract price. The contract price is payable by the Second Purchaser in five installments as follows:

- (1) the first installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) 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 fourth installment;
- (2) the second installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) 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\$3,400,000 (approximately HK\$26,520,000) 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;
- (4) the fourth installment in the sum of US\$3,400,000 (approximately HK\$26,520,000) shall become due and payable and be paid within five banking days after receipt of written notice from Seller confirming the launching of the Second Vessel has taken place; and
- (5) the last installment in the sum of US\$20,400,000 (approximately HK\$159,120,000) shall become due and payable concurrently with delivery of the Second Vessel on or before 31 July 2029.

Expected delivery date: On or before 31 July 2029

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.

The total contract price of the First Vessel and the Second Vessel is US\$68,000,000 (approximately HK\$530,400,000), which will be payable by cash in United States Dollars. It is currently expected that approximately 50% 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 210 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 210 days from the thirty-first day after the agreed delivery date is considered as industry practice under the shipbuilding business.

GUARANTEES BY JINHUI SHIPPING

Upon execution of the First Shipbuilding Contract and the Second Shipbuilding Contract, Jinhui Shipping, being the intermediate holding company of the First Purchaser and the Second Purchaser, shall execute guarantees in favour of the Seller. Under such guarantees, Jinhui Shipping 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.

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.

LISTING RULES IMPLICATION

Under the Listing Rules, each of the First Shipbuilding Contract and the Second Shipbuilding Contract constitutes a major transaction of the Company.

Pursuant to Rule 14.22 of the Listing Rules, the Acquisition of the First Vessel and the Second Vessel, when aggregated, constitutes a very substantial acquisition for the Company and is conditional upon the passing of ordinary resolutions by the Shareholders approving the Acquisition of the First Vessel and the Second Vessel in the general meeting. The General Meeting will be convened and held for the Shareholders to consider and, if thought fit, pass the ordinary resolutions to approve, among other things, the Acquisition of the First Vessel and the Second Vessel and the transactions contemplated thereunder.

Fairline Consultants Limited (“Fairline”) and Timberfield Limited (“Timberfield”) are closely allied group of Shareholders who hold 205,325,568 Shares and 136,883,712 Shares respectively, and together hold 342,209,280 Shares which represent approximately 64.53% of the total issued shares of the Company and voting rights in general meetings of the Company as at date of this announcement.

Fairline and Timberfield hold 409,099 shares and 260,000 shares of Jinhui Shipping respectively, and together hold 669,099 shares of Jinhui Shipping which represent approximately 0.61% of the total issued shares of Jinhui Shipping as at date of this announcement.

Mr. Ng Siu Fai, the Chairman of the Group and an executive Director, is the major shareholder and beneficial owner of Fairline. Mr. Ng Kam Wah Thomas, the Managing Director of the Group and an executive Director, is the sole beneficial owner of Timberfield. Mr. Ng Siu Fai and Mr. Ng Kam Wah Thomas are brothers and the two founders of the Group.

Fairline and Timberfield are not interested in the Acquisition of the First Vessel and the Second Vessel other than through their respective shareholding interest in the Company and Jinhui Shipping. No Shareholder is required to abstain from voting on the Acquisition of the First Vessel and the Second Vessel if the Company were to convene a general meeting for the approval of the Acquisition of the First Vessel and the Second Vessel. Fairline and Timberfield have irrevocably undertaken that they will vote all of the Shares held by them in favour of the resolutions approving the Acquisition of the First Vessel and the Second Vessel at the General Meeting.

A circular containing, among other things, (i) further information on the First Shipbuilding Contract and the Second Shipbuilding Contract and the transactions contemplated thereunder, (ii) the notice of the General Meeting, and (iii) other information as required to be disclosed under the Listing Rules. The circular is expected to be despatched to the Shareholders on or before 9 March 2026 in accordance with the Listing Rules.

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 Holdings Company Limited, a limited liability company incorporated in Hong Kong and its shares are listed on the Main Board of the Stock Exchange (stock code: 137);
“Directors”	the directors of the Company;
“First Purchaser”	Jinlang Marine Inc., a company incorporated in the Republic of Panama and an indirect subsidiary of the Company;
“First Shipbuilding Contract”	the shipbuilding contract entered into between the First Purchaser and the Seller dated 11 February 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 64,100 metric tonnes type bulk carrier to be delivered on or before 15 May 2029;
“General Meeting”	a general meeting of the Company to be convened for approving the Acquisition of the First Vessel and the Second Vessel;
“Group”	the Company and its subsidiaries;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Third Parties”	person(s) (and in case of company(ies) and corporation(s), their ultimate beneficial owner(s)) who is/are not connected person(s) of the Company and is/are independent of and not connected with the Company and directors, chief executive, controlling shareholders and substantial shareholders of the Company or any of its subsidiaries or their respective associates within the meaning of the Listing Rules;
“Jinhui Shipping”	Jinhui Shipping and Transportation Limited, a limited liability company incorporated in Bermuda and an approximately 55.69% direct subsidiary of the Company as at date of this announcement, whose shares are listed on the Oslo Stock Exchange (stock code: JIN);
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“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”	Jinyu Marine Inc., a company incorporated in the Republic of Panama and an indirect subsidiary of the Company;
“Second Shipbuilding Contract”	the shipbuilding contract entered into between the Second Purchaser and the Seller dated 11 February 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 64,100 metric tonnes type bulk carrier to be delivered on or before 31 July 2029;
“Seller”	Sumec Marine Co., Ltd., together with its shipyard, New Dayang Shipbuilding Co., Ltd.; both are companies incorporated in the People’s Republic of China;
“Shareholder(s)”	shareholder(s) of the Company;

“Shares”	ordinary shares of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Vessels”	the First Vessel and the Second Vessel;
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong; and
“US\$”	United States Dollars, the lawful currency of the United States of America, and for the purpose of illustration only, translated into HK\$ at the rate of US\$1.00 = HK\$7.80.

By Order of the Board
Jinhui Holdings Company Limited
Ng Siu Fai
Chairman

Hong Kong, 11 February 2026

As at date of this announcement, the Executive Directors of the Company are Ng Siu Fai, Ng Kam Wah Thomas, Ng Ki Hung Frankie and Ho Suk Lin; and the Independent Non-executive Directors of the Company are Cui Jianhua, Tsui Che Yin Frank and William Yau.