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五菱汽車集團控股有限公司
WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)

DISCLOSEABLE TRANSACTION
PURCHASE OF MACHINERY FOR THE ESTABLISHMENT OF
A NEW MECHANICAL PRESSING PRODUCTION LINE
IN CHONGQING PRODUCTION FACILITY

The Board is pleased to announce that, on 14 July 2015, Chongqing Zhuotong (as the purchaser), an indirect non-wholly-owned subsidiary of the Company, entered into the Purchase Contract with JIER Machine-Tool (as vendor) in relation to the purchase of Machinery for the establishment of a new mechanical pressing production line in the Chongqing Production Facility.

The consideration payable by Chongqing Zhuotong under the Purchase Contract for the Machinery amounts to RMB48.20 million (equivalent to approximately HK\$60.25 million) in total.

As one of the applicable percentage ratios (as defined in Chapter 14 of the Listing Rules) for the consideration payable under the Purchase Contract is more than 5% but less than 25%, the execution of the Purchase Contract constitutes a discloseable transaction of the Company under the Listing Rules. Therefore, it is subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement under the Listing Rules.

BACKGROUND

The Board is pleased to announce that, on 14 July 2015, Chongqing Zhuotong (as the purchaser), an indirect non-wholly-owned subsidiary of the Company, entered into the Purchase Contract with JIER Machine-Tool (as the vendor), pursuant to which JIER Machine-Tool will supply the Machinery to Chongqing Zhuotong for the establishment of a new mechanical pressing production line in the Chongqing Production Facility.

THE PURCHASE CONTRACT

The principal terms of the Purchase Contract were summarized as follows:

Date

14 July 2015

Parties

- (1) Chongqing Zhuotong, as the purchaser; and
- (2) JIER Machine-Tool, as the vendor

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, (i) JIER Machine-Tool is principally engaged in the business of design, manufacture, installation of large scale mechanical pressing machine as well as the related after-sales services, and (ii) JIER Machine-Tool and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

Subject matter

Pursuant to the Purchase Contract, JIER Machine-Tool will construct and supply the Machinery to Chongqing Zhuotong according to the technical specifications and delivery schedule stated therein, and complete the installation, trial run of the Machinery within one month upon arrival of the machinery at the Chongqing Production Facility, which is currently under construction. JIER Machine-Tool will also provide warranty services during the one year warranty period commencing from the completion of the trial run of the Machinery as specified in the Purchase Contract.

Based on the current construction schedule of the Chongqing Production Facility, it is expected that the Machinery will be installed in the first half of 2016.

CONSIDERATION

The consideration payable by Chongqing Zhuotong under the Purchase Contract for the purchase of the Machinery shall be RMB48.20 million (equivalent to approximately HK\$60.25 million) in total. Out of the total amount payable by Chongqing Zhuotong under the Purchase Contract of RMB48.20 million (equivalent to approximately HK\$60.25 million), (i) 30% thereof (amounting to RMB14.46 million (equivalent to approximately HK\$18.08 million)) will be payable within 10 days upon the entering of the Purchase Contract; (ii) 20% thereof (amounting to RMB9.64 million (equivalent to approximately HK\$12.05 million)) will be payable upon confirmation of commencement of manufacture of the Machinery; (iii) 30% thereof (amounting to RMB14.46 million (equivalent to approximately HK\$18.08 million)) will be payable upon completion of the four key components in the manufacture processes of the Machinery; (iv) 10% thereof (amounting to RMB4.82 million (equivalent to approximately HK\$6.03 million)) will be payable upon fulfillment of the conditions for the trial run of the Machinery and the receipt by Chongqing Zhuotong of the invoices in respect of the total amount payable under the Purchase Contract; (v) 5% thereof will be payable within 30 days after the satisfaction of (iv) above; and (vi)

the balance of 5% will be retained by Chongqing Zhuotong as guarantee fund for the quality of the Machinery and will be payable within 15 days upon expiry of the specified warranty period, provided that there will be no issues relating to the quality of the Machinery during such warranty period.

The amount payable under the Purchase Contract was determined after arm's length negotiations between the parties with reference to the current market price of similar machinery and equipment (together with the related services) available in the market and will be funded by internal resources of the Group.

INFORMATION REGARDING THE GROUP AND JIER MACHINE-TOOL

The Group is principally engaged in the manufacturing and trading of engines and parts, automotive components and accessories, specialized vehicles, as well as the trading of raw materials, water and power supply services in the PRC.

JIER Machine-Tool is principally engaged in the business of design, manufacture, installation of large scale mechanical pressing machine as well as the related after-sales services.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, JIER Machine-Tool, and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

REASONS FOR ENTERING INTO THE PURCHASE CONTRACT

On 11 February 2015, the Company announced the acquisition of a piece of industrial land located in No. B3-1/01 of District B of Longxing Block in the Liangjiang New Area of Sichuan Province of the PRC (四川省重慶市兩江新區龍興組團B分區B3-1/01號) with the site area of approximately 100,069 sq. meters, which was planned to be constructed as the Chongqing Production Facility of the Group to replace the current leased production facility which has a relatively low capacity. Through the setup of this Chongqing Production Facility, the Directors aimed to enhance productivity and increase capacity to cope with the increasing demands coming from the Group's core and new customers.

The construction of the Chongqing Production Facility has been commenced and progressed satisfactorily. The Machinery to be acquired under the Purchase Contract, which constitutes the key machinery of a new mechanical pressing production line, is a major part of the production capacity plan for the Chongqing Production Facility, for serving the potential demands from the customers nearby. Based on the current construction schedule of the Chongqing Production Facility, it is expected that the Machinery will be installed in the first half of 2016.

Based on the foregoing, the Directors are of the view that the terms and conditions of the Purchase Contract are fair and reasonable and in the interests of the shareholders of the Company as a whole.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined in Chapter 14 of the Listing Rules) for the Consideration payable under the Purchase Contract is more than 5% but less than 25%, the execution of the Purchase Contract constitutes a discloseable transaction of the Company under the Listing Rules. Therefore, it is subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement under the Listing Rules.

DEFINITIONS

In this announcement, the following terms and expressions (unless the context otherwise requires) shall have the following meanings:

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| “Board” | the board of Directors; |
| “Chongqing Production Facility” | the production facility of the Group located in Chongqing, to be constructed in No. B3-1/01 of District B of Longxing Block in the Liangjiang New Area of Sichuan Province of the PRC (四川省重慶市兩江新區龍興組團B分區B3-1/01號) with the site area of approximately 100,069 sq. meters; |
| “Chongqing Zhuotong” | 重慶卓通汽車零部件有限公司 (Chongqing Zhuotong Automotive Parts and Components Company Limited*), a company incorporated in the PRC with limited liability on 19 May 2014 and an indirect non-wholly-owned subsidiary of the Company; |
| “Company” | Wuling Motors Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on the Stock Exchange; |
| “connected persons” | has the meaning ascribed to it in the Listing Rules; |
| “Director(s)” | the director(s) of the Company; |
| “Group” | the Company and its subsidiaries from time to time; |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong; |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC; |
| “JIER Machine-Tool” | 濟南二機床集團有限公司 (JIER Machine-Tool Group Co., Limited*) a company incorporated in the PRC with limited liability; |
| “Listing Rules” | The Rules Governing the Listing of Securities on the Stock Exchange; |

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| “Machinery” | four sets of large scale CNC mechanical pressing machinery (including one set of 20000KN, one set of 10000KN and two sets of 8000KN) to be purchased by Chongqing Zhuotong under the Purchase Contract, for the established of a new mechanical pressing production line in the Chongqing Production Facility; |
| “Purchase Contract” | the contract entered into between Chongqing Zhuotong (as the purchaser) and JIER Machine-Tool (as the vendor) on 14 July 2015 in relation to the purchase of Machinery for the establishment of a new mechanical pressing production line in the Chongqing Production Facility; |
| “PRC” | the People’s Republic of China; |
| “RMB” | the lawful currency of the PRC; |
| “Shareholder(s)” | shareholder(s) of the Company; |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; |
| “%” | per cent. |

* *The English translation of Chinese names or words in this announcement, where indicated, are included for information purpose only and should not be regarded as the official English translation of such Chinese names or words.*

On behalf of the Board
Wuling Motors Holdings Limited
Wei Hongwen
Chairman

Hong Kong, 14 July 2015

In this announcement, unless otherwise specified, conversion of RMB into Hong Kong dollars is, based on the exchange rate of RMB to HK\$1.25, for information purpose only. Such conversion should not be construed as a representation that the relevant amounts have been, could have been, or could be converted at that or any other rate or at all.

As at the date of this announcement, the Board comprises Mr. Wei Hongwen (Chairman), Mr. Lee Shing (Vice-chairman and Chief Executive Officer), Mr. Sun Shaoli, Mr. Zhong Xianhua, Ms. Liu Yaling and Mr. Zhou Sheji as executive Directors, and Mr. Zuo Duofu, Mr. Ye Xiang and Mr. Wang Yuben as independent non-executive Directors.