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巨騰國際控股有限公司
JU TENG INTERNATIONAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3336)

DISCLOSEABLE TRANSACTION

**CONSTRUCTION AGREEMENTS IN RELATION TO
CONSTRUCTION OF PRODUCTION PLANT IN CHONGQING**

Reference is made to the announcement of the Company dated 21 October 2013 in relation to, among others, entering into of the New Investment Agreement for the Group's investment in the Development Zone. Following the acquisition of land use right of a parcel of land in the Development Zone upon successful bidding by the Group as contemplated by the New Investment Agreement, on 31 December 2013, Tasun (Chongqing) entered into the Construction Agreements with the Contractor in relation to the Construction of the Production Plant for the manufacturing of casings with plastic, metal and composite materials for notebook computers, tablet computers and other portable devices in the Development Zone in Chongqing City, the PRC.

As the relevant applicable percentage ratio is more than 5% but less than 25%, the transaction contemplated under the Construction Agreements constitutes a discloseable transaction of the Company under Rule 14.06 of the Listing Rules.

INTRODUCTION

Reference is made to the announcement of the Company dated 21 October 2013 in relation to, among others, entering into of the New Investment Agreement for the Group's investment in the Development Zone.

The Board announces that following the acquisition of land use right of a parcel of land in the Development Zone upon successful bidding by the Group as contemplated by the New Investment Agreement, on 31 December 2013, Tasun (Chongqing) entered into the Construction Agreements with the Contractor in relation to the Construction of the Production Plant for the manufacturing of casings with plastic, metal and composite materials for notebook computers, tablet computers and other portable devices in the Development Zone in Chongqing City, the PRC.

THE CONSTRUCTION AGREEMENTS DATED 31 DECEMBER 2013

Parties

- (i) Tasun (Chongqing); and
- (ii) The Contractor

The Directors confirmed that, to the best of their knowledge, information and belief, having made all reasonable enquiry, the Contractor and its ultimate beneficial owner(s) are third parties independent of the Group and its connected persons.

Construction and Warranty Period

Under the Construction Agreements, the Contractor has agreed to construct the Production Plant in accordance with the design drawing to be provided by Tasun (Chongqing). The Construction shall commence and complete at such dates in accordance with the construction progress plan to be prepared by the Contractor or as otherwise agreed between the parties. The Contractor shall be responsible to repair the defect of the Production Plant (if any) during the Warranty Period, failing which Tasun (Chongqing) shall be entitled to engage other parties to repair the defect and deduct the expenses incurred from the Warranty Fund.

Consideration

The aggregate sum of Consideration payable by Tasun (Chongqing) for the Construction shall be approximately RMB490.16 million (equivalent to approximately HK\$627.89 million) unless adjusted by the parties in the event of change of design and/or construction of the Production Plant.

The Consideration shall be payable to the Contractor by Tasun (Chongqing) in cash in the following manner:

- (i) approximately RMB98.03 million (equivalent to approximately HK\$125.58 million), being 20% of the Consideration, shall be payable upon signing of the Construction Agreements;
- (ii) approximately RMB98.03 million (equivalent to approximately HK\$125.58 million), being 20% of the Consideration, shall be payable after laying of the foundation of the Production Plant;
- (iii) Approximately RMB220.57 million (equivalent to approximately HK\$282.55 million), being 45% of the Consideration, shall be payable within 14 days upon completion of each stage of progress of the Construction;

- (iv) approximately RMB58.82 million (equivalent to approximately HK\$75.35 million), being 12% of the Consideration, shall be payable within 28 days upon Tasun (Chongqing)'s confirmation of acceptance of completion of the Construction and acceptance of the completion settlement report prepared by the Contractor; and
- (v) the Warranty Fund (or the balance thereof), together with the interests accrued thereon, shall be payable within one year after the date of Tasun (Chongqing)'s acceptance of completion of the Construction.

The Consideration was determined based on arm's length negotiation between the parties with reference to the proposed design and standard of the Construction.

INFORMATION ON THE PARTIES

The Group is principally engaged in the manufacturing and sale of notebook computer casings, parts and other related materials.

The Contractor is a company in the PRC principally engaged in building construction.

REASONS FOR AND BENEFITS OF ENTERING INTO THE CONSTRUCTION AGREEMENTS

The Construction is to be carried out pursuant to the New Investment Agreement. The Directors consider that the entering into of the Construction Agreements and establishing the Production Plant at the Development Zone are beneficial to the Group for the following reasons:

- (i) construction of the Production Plant, which can manufacture casings with (among other materials) metal can increase the production capacity of metal casings of the Group which currently has a relatively lower production capacity; and
- (ii) as the majority of the existing customers of the Group have production base in Sichuan Province, the PRC, transportation time and costs of delivering products of the Group from the Production Plant at the Development Zone, which is located at Chongqing City, the PRC, to these customers can be reduced.

The Directors (including the independent non-executive Directors) believe that the terms of the Construction Agreements are fair and reasonable and are in the interests of the Group and Shareholders as a whole.

LISTING RULES IMPLICATION

As the relevant applicable percentage ratio is more than 5% but less than 25%, the transaction contemplated under the Construction Agreements constitutes a discloseable transaction of the Company under Rule 14.06 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Board”	the board of Directors
“Company”	Ju Teng International Holdings Limited, a company incorporated under the laws of the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange
“Consideration”	approximately RMB490.16 million (equivalent to approximately HK\$627.89 million), being the construction fee for the Construction, unless adjusted by the parties in the event of change of design and/or construction of the Production Plant
“Construction”	construction of the Production Plant
“Construction Agreements”	the construction agreements entered into between Tasun (Chongqing) and the Contractor on 31 December 2013 in respect of the Construction and the ancillary documents pursuant to the Construction Agreements
“Contractor”	吳江市青雲建設有限公司(Wujiang City Qingyun Construction Co., Ltd.*)
“Development Zone”	重慶市雙橋經濟技術開發區 (Chongqing Shuangqiao Economic and Technological Development Zone*) located in Chongqing City, the PRC
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Investment Agreement”	the investment agreement dated 15 October 2013 and entered into between the Company and 重慶市雙橋經濟技術開發區管理委員會(Chongqing Shuangqiao Economic and Technological Development Zone Management Committee*)
“PRC”	the People’s Republic of China

“Production Plant”	an integrated production plant for manufacturing of casings with plastic, metal and composite materials for notebook computers, tablet computers and other portable devices to be constructed in the Development Zone pursuant to the New Investment Agreement
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tasun (Chongqing)”	Tasun (Chongqing) Electronic Technology Co., Ltd., an indirect wholly owned subsidiary of the Company established in the PRC pursuant to the New Investment Agreement
“Warranty Fund”	approximately RMB14.70 million (equivalent to approximately HK\$18.83 million), being 3% of the Consideration
“Warranty Period”	a period ranging from one year to five years, depending on the parts of the Production Plant, starting from the completion of the construction of the relevant part of the Production Plant and acceptance by Tasun (Chongqing) upon inspection thereof, during which the Contractor shall repair the defect of the Construction (if any) at the expense of the Contractor unless the defect is not caused by the Contractor
“%”	per cent.

* *the English translation of the Chinese name is for information purposes only, and should not be regarded as the official English translation of such name.*

For the purpose of this announcement, the exchange rate of RMB1.00 = HK\$1.281 has been used for currency conversions. This is for the purpose of illustration only and does not constitute a representation that any amounts in HK\$ and RMB have been, could have been or may be converted at such rate or any other exchange rate.

By order of the Board
Ju Teng International Holdings Limited
Cheng Li-Yu
Chairman and executive Director

Hong Kong, 2 January 2014

As at the date of this announcement, the executive Directors are Mr. Cheng Li-Yu, Mr. Cheng Li-Yen, Mr. Huang Kuo-Kuang, Mr. Hsieh Wan-Fu, Mr. Lo Jung-Te, and Mr. Tsui Yung Kwok, and the independent non-executive Directors are Mr. Cherng Chia-Jiun, Mr. Tsai Wen-Yu and Mr. Yip Wai Ming.