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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite offer and response document dated 4 June 2007 (the "Composite Document") issued jointly by Techtronic Industries Company Limited and Cordless Industries Inc..

除文義另有所指外，本表格所用詞語之定義與Techtronic Industries Company Limited (創科實業有限公司)與Cordless Industries Inc.於二零零七年六月四日聯合刊發之綜合收購建議及回應文件(「綜合文件」)所界定者具有相同涵義。

**FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE TTI BOND OFFER.**

本接納及過戶表格在閣下欲接納創科實業債券收購建議時適用。



# TECHTRONIC INDUSTRIES COMPANY LIMITED

## 創科實業有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

Stock code 股票代號：669

FORM OF ACCEPTANCE AND TRANSFER  
OF ZERO COUPON CONVERTIBLE BONDS DUE 2009 ISSUED BY TECHTRONIC INDUSTRIES COMPANY LIMITED  
(CODE: 2591)

創科實業有限公司發行於二零零九年到期之  
零息票可換股債券之接納及過戶表格  
(代號：2591)

All parts should be completed 每項均須填妥

Receiving Agent  
接收代理

Secretaries Limited  
秘書商業服務有限公司

26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong  
香港灣仔皇后大道東28號金鐘匯中心26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the TTI Bond(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.  
根據本表格及隨附的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之創科實業債券轉讓予下列「承讓人」。

Number of TTI Bond(s) <small>(Note)</small> 創科實業債券數目 <small>(附註)</small>	FIGURES 數目	WORDS 大寫
Certificate number(s) 證書號碼		
TRANSFER FROM TRANSFEROR(S) name(s) and address in full 轉讓自轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱：	Forename(s): 名字：
	Registered Address: 註冊地址：	Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$1,695.20 in cash for each TTI Bond (applying the conversion rate of US\$1.00 = HK\$7.7977 as stipulated in the offering circular for the TTI Bonds dated 6 July 2004 and based on the offer price of HK\$3.60 per TTI Share divided by the initial conversion price of HK\$16.56 per TTI Share) 每張創科實業債券為現金1,695.20港元(按日期為二零零四年七月六日之創科實業債券發售通函所規定之折算匯率1.00美元 = 7.7977港元及按每股創科實業股份之收購價3.60港元除以每股創科實業股份之初步換股價16.56港元計算)	
TRANSFER TO TRANSFEEE 轉讓予承讓人	Name 名稱： Correspondence Address: 通訊地址： Occupation 職業：	Cordless Industries Inc. 24th Floor, CDW Building, 388 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong 香港新界荃灣青山道388號中國染廠大廈24樓 Corporation 法人團體
PLEASE DO NOT DATE 請勿填寫日期	SIGNED by the parties to this transfer, this _____ day of _____, 2007 由轉讓雙方於二零零七年_____月_____日簽署	

Signed by the Transferor(s) in the presence of:

轉讓人在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address 地址

Occupation 職業

Signature(s) of Transferor(s)  
轉讓人簽署

ALL JOINT  
HOLDERS  
MUST SIGN  
HERE

所有聯名持有人  
均須於本欄  
簽署

Do not complete 請勿填寫本欄	
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署： SIGNATURE OF WITNESS 見證人簽署	For and on behalf of 代表 Cordless Industries Inc.
NAME OF WITNESS 見證人姓名	
Address 地址	
Occupation 職業	Authorised Signatory(ies) 授權簽署
	Signature of Transferee 承讓人簽署

Note: Insert the total number of TTI Bond(s) for which the TTI Bond Offer is accepted. If no number is inserted or a number in excess of your registered holding of TTI Bond(s) is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the TTI Bond Offer for your entire registered holding of TTI Bond(s).

附註：請填上接納創科實業債券收購建議之創科實業債券總數。如閣下並無在本接納及過戶表格上填上數目或所填數目超過閣下登記持有之創科實業債券並已簽署本表格，則閣下將被視為已就名下持有之全部創科實業債券接納創科實業債券收購建議。

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form of acceptance and transfer or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.**

### HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document.

To accept the TTI Bond Offer made by Platinum on behalf of Cordless Industries Inc., you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for not less than the number of TTI Bond(s) in respect of which you wish to accept the TTI Bond Offer, by post or by hand, marked “**TTI Bond Offer**” on the envelope, to the Receiving Agent, at 26th Floor, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. on the First Closing Date (or such later time and/or date as the Offeror may determine and announce as permitted under the Code). The provisions contained in Appendix 1 to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE TTI BOND OFFER

To: **Platinum and the Offeror**

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our acceptance of the TTI Bond Offer made by the Platinum on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of TTI Bond(s) specified in this form of acceptance and transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s) thereof, in respect of such number of TTI Bond(s) as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror and/or Platinum or their respective agent(s) to send a cheque crossed “Not negotiable – account payee only” drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the TTI Bond Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered holders) at the registered address shown in the register of the holders of TTI Bonds within 10 days of the later of (i) the date on which the TTI Bond Offer becomes or is declared unconditional; and (ii) the receipt of all the relevant documents by the Receiving Agent to render the acceptance under the TTI Bond Offer complete and valid.

*(Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of the relevant TTI Bond(s) or the first-named of joint registered holders.)*

Name: (in block capitals) \_\_\_\_\_

Address: (in block capitals) \_\_\_\_\_

- (c) my/our irrevocable instruction and authority to the Offeror and/or Platinum or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our TTI Bond(s) tendered for acceptance of the TTI Bond Offer;
  - (d) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our TTI Bond(s) tendered for acceptance under the TTI Bond Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, options, claims, adverse interests, equities and encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Announcement or subsequently becoming attached to them; and
  - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Platinum or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the TTI Bond Offer by me/us will constitute a warranty by me/us to the Offeror that (i) the number of TTI Bond(s) specified in this form of acceptance and transfer will be sold free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights whatsoever and together with all rights accruing or attaching thereto as at the date of the Announcement or subsequently becoming attached to them; and (ii) I/we have not taken or omitted to take any action which will or may result in TTI, the Offeror, or Platinum or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the TTI Bond Offer or his, her, acceptance thereof, and is permitted under all applicable laws to receive and accept the TTI Bond Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that the TTI Bond Offer lapses, or my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the TTI Bond Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered holders) at the registered address shown in the register of the holders of TTI Bonds within 10 days of the lapse of the TTI Offers.
4. I/We enclose the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of the relevant TTI Bond(s) which are to be held by you on the terms and conditions of the TTI Bond Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent at my/our own risk.
5. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our TTI Bond(s) to the Offeror by way of acceptance of the TTI Bond Offer.
6. I/We warrant to the Offeror and TTI that I/we have satisfied the laws of the jurisdiction where my/our address is in connection with my/our acceptance of the TTI Bond Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities or legal requirements.