



JINHUI SHIPPING AND TRANSPORTATION LIMITED

JIN - INSIDE INFORMATION

ACQUISITION OF A VESSEL

The Board of Jinhui Shipping and Transportation Limited announces that a wholly-owned subsidiary of the Company entered into a shipbuilding contract on 9 December 2025 for the acquisition of a vessel at a contract price of US\$33,450,000.

THE ACQUISITION OF THE VESSEL

The Purchaser entered into the Shipbuilding Contract with the Seller. Pursuant to the terms of the Shipbuilding Contract, the Seller has agreed to build and sell the Vessel at a contract price of US\$33,450,000. The Vessel will be delivered to the Purchaser on or before 31 October 2028.

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.

Purchaser

The Purchaser is a ship owning company and a wholly-owned subsidiary of the Company as at date of this announcement. The principal activities of the 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 CONTRACT

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

Date: 9 December 2025

Parties: The Purchaser and the Seller

Assets to be acquired: The Vessel

Contract price: Subject to certain provisions for adjustment to the contract price of the Vessel contained in the Shipbuilding Contract relating to, amongst other things, delay in delivery of the Vessel, guaranteed speed deficiency, guaranteed fuel consumption being exceeded or guaranteed deadweight deficiency, the contract price for the Vessel is US\$33,450,000 and is payable by the Purchaser in four installments as follows:

- (1) the installment in the sum of US\$6,690,000 shall become due and payable within five banking days after signing of the Shipbuilding Contract and receipt of the Refund Guarantee, covering the first installment to third installment;
- (2) the second installment in the sum of US\$3,345,000 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 Vessel has taken place;
- (3) the third installment in the sum of US\$3,345,000 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 Vessel has taken place; and
- (4) the last installment in the sum of US\$20,070,000 shall become due and payable concurrently with delivery of the Vessel on or before 31 October 2028.

Expected delivery date: On or before 31 October 2028

Other conditions: (1) In the event the Shipbuilding Contract is terminated, rescinded or cancelled by the Purchaser in accordance with the specific clause of Shipbuilding Contract, the Seller shall refund to the Purchaser in United States Dollars the full amount of all sums already paid by the Purchaser together with interest. As security to the Purchaser, the Seller shall deliver to the Purchaser a Refund Guarantee to be issued by specified bank to guarantee the refund of such payments.

- (2) For each of installments of the Vessel, independent classification surveyor from the Classification Society appointed by the Seller and supervisor of the Purchaser are assigned to the Seller's shipyard for the supervision of the construction of the Vessel. A classification certificate signed by the classification surveyor is issued at each stage of installments, confirming that the Vessel meets the class specifications and other regulations and requirements of the Shipbuilding Contract before each respective installment is paid. The necessary inspection of the Vessel, the machinery, equipment and outfitting will be carried out by the Classification Society and/or supervisor of the Purchaser throughout the construction in order to ensure that the construction of the Vessel is duly performed in accordance with the Shipbuilding Contract.

The contract price of the Vessel will be payable by cash in United States Dollars. It is currently expected that approximately 70% of the contract price will be funded by bank financing and the remaining will be funded by internal resources of the Group. The contract price of the Vessel has been agreed on normal commercial terms and was determined after arm's length negotiations between the Purchaser with 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 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 Purchaser may at its option rescind the Shipbuilding Contract. The Seller shall thereupon promptly refund to the Purchaser 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 Purchaser 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.

GUARANTEE BY THE COMPANY

The Company shall execute, after the signing of the Shipbuilding Contract, a guarantee in favour of the Seller pursuant to which the Company agrees to guarantee the full and punctual payment of the contract price by the Purchaser in accordance with the terms of the Shipbuilding Contract.

REASONS FOR THE ACQUISITION OF THE VESSEL

The Group's principal activities are international ship chartering and ship owning. The Acquisition of the 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. In view of increasingly stringent maritime regulations, the Company has decided to order brand-new vessel that complies with the latest requirements and incorporates tailor-made designs. The Vessel 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 Vessel, the Vessel 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 a fleet of twenty-five vessels, of which nineteen are owned vessels and six are chartered-in vessels, with total deadweight carrying capacity of approximately 2 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 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.

DEFINITIONS

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

“Acquisition of the Vessel”	the acquisition of the Vessel under the Shipbuilding Contract;
“Board”	the board of Directors;
“Company”	Jinhui Shipping and Transportation Limited;
“Directors”	the directors of the Company;
“Group”	the Company and its subsidiaries;
“Purchaser”	Jinfeng Marine Inc., a wholly-owned subsidiary of the Company;

“Refund Guarantee”	the guarantee to be issued by the Seller’s bank in favour of the Purchaser whereby the Seller’s bank will guarantee the refund of any sum received by Seller to the Purchaser if the delivery of the Vessel is not effected according to the agreed date of delivery;
“Seller”	Jiangmen Nanyang Ship Engineering Co., Ltd., a company incorporated in the People’s Republic of China;
“Shipbuilding Contract”	the shipbuilding contract entered into between the Purchaser and the Seller dated 9 December 2025 where the Purchaser has agreed to purchase the Vessel from the Seller and the Seller has agreed to design, build, launch, equip and complete the Vessel, and to sell and deliver the Vessel at the Seller’s shipyard to the Purchaser; and
“Vessel”	a deadweight 64,500 metric tonnes type bulk carrier to be delivered on or before 31 October 2028.

By Order of the Board
Ng Kam Wah Thomas
Managing Director

9 December 2025