

Dated the 1st day of November 2024

BEST LINKING LIMITED

and

SOUTH WING MACHINERY COMPANY LIMITED

PURCHASE FRAMEWORK AGREEMENT

THIS AGREEMENT is made on the 1st day of November 2024

BETWEEN :-

- (1) Best Linking Limited, a company incorporated under the laws of Hong Kong whose registered office is situate at Unit No. 1119, 11th Floor, The Metropolis Tower No. 10 Metropolis Drive, Kowloon, Hong Kong (the “**Company**”); and
- (2) South Wing Machinery Company Limited, a company incorporated under the laws of Hong Kong whose registered office is situate at Flat B, 9th Floor, Sang Fat Building, 218-220 Sai Yeung Choi Street South, Kowloon, Hong Kong (“**South Wing**”).

WHEREAS :-

- (A) The Group's (as defined below) business involves, inter alia, the manufacture of slewing wings and the supply and purchase of other mechanical parts and components and heavy duty machineries as well as minerals such as nickel ore.
- (B) The Company is an indirectly wholly-owned subsidiary of Best Linking Group Holdings Limited.
- (C) South Wing carries on the business of the supply and purchase of heavy duty machineries.
- (D) The Group wishes to purchase the Products from South Wing.
- (E) South Wing is a wholly-owned subsidiary of Makewell Limited, a company incorporated in Samoa, which is wholly-owned by Mr. Chan Wing Tin (“**Mr. WT Chan**”), the father of Mr. Chan Yuk Pan, the controlling shareholder and director of Best Linking Group Holdings Limited. Therefore, South Wing, Makewell, Mr. WT Chan and his associates are connected persons of the Company and of Best Linking Group Holdings Limited.
- (F) The transactions contemplated under this Agreement constitutes Continuing Connected Transactions (as hereinafter defined) of the Group.

NOW IT IS HEREBY agreed as follows :-

1. PURPOSE AND DEFINITIONS

- 1.1 In this Agreement, the words and expressions set out below shall have the following meanings attributed to them:-

“**Agreement**” means this Purchase Framework Agreement;

“**Annual Cap(s)**” means the maximum annual amount payable under the Continuing Connected Transactions for (i) the period from the Effective Date to 31 December 2024; (ii) from 1 January 2025 to 31

December 2025; and (iii) from 1 January 2026 and 31 December 2026, as listed in Schedule 1 to this Agreement;

“associate(s)”	shall have the meaning ascribed under the Listing Rules;
“C Centrum”	C Centrum Holdings Limited, a company incorporated in the BVI with limited liability on 14 September 2018 and wholly-owned by Mr. YP Chan;
“Continuing Connected Transactions”	means the purchase of the Products by the Group from South Wing from time to time;
“Effective Date”	means the date on which the EGM is convened and the resolutions approving this Agreement and the Continuing Connected Transactions (including the Annual Caps) are approved by the Independent Shareholders;
“EGM”	means the extraordinary general meeting to be convened by Best Linking Group Holdings Limited in relation to, inter alia, approving this Agreement, the Continuing Connected Transactions (including the Annual Caps) and its terms;
“Group”	means Best Linking Group Holdings Limited and its subsidiaries which includes but not limited to the Company;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People's Republic of China;
“Independent Shareholder(s)”	Shareholders who are independent of Mr. YP Chan, Mr. LP Chan, C Centrum and their respective associates;
“Listing Rules”	means The Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time);
“Long Stop Date”	means 31 December 2024;
Mr. YP Chan	Mr. Chan Yuk Pan, director of the Company and Best Linking Group Holdings Limited;
Mr. LP Chan	Mr. Chan Lung Pan, director of Best Linking Group Holdings Limited;

“Products”	means a line of machineries and similar or related products as listed (on a non-exhaustive basis) in Schedule 2 to this Agreement, including any derivatives or modified or improved forms of such line of machineries and similar or related products;
“Relevant Shareholder(s)”	means Mr. YP Chan, Mr. LP Chan, C Centrum and their respective associates;
“Share(s)”	ordinary share(s) with nominal value HK\$0.005 each in the share capital of Best Linking Group Holdings Limited, which are traded in Hong Kong dollars and listed on the Main Board of the Stock Exchange;
“Shareholder(s)”	holder of Share(s) of Best Linking Group Holdings Limited;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiaries”	shall have the same meanings as defined in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

- 1.2 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing natural persons shall include corporations and unincorporated associations; words importing the masculine gender shall include the feminine gender and the neuter gender.
- 1.3 References to “parties” are to parties to this Agreement and references to a “party” shall be construed as a reference to any party to this Agreement.

2. THE CONTINUING CONNECTED TRANSACTIONS

- 2.1 The Company agrees to purchase or procure the affiliate(s) of the Group to purchase the Products from South Wing and South Wing agrees to supply and/or procure the supply of the Products in Hong Kong or anywhere as agreed to the Company or other affiliate(s) of the Group in accordance with the terms of this Agreement. It is agreed that each agreement for the purchase of the Products will be entered into and be performed separately by the Company or the affiliate(s) of the Group and South Wing under separate purchase order(s) or invoice(s), as the case may be, on terms to be mutually agreed and subject to the terms and conditions of this Agreement.
- 2.2 The Company and South Wing shall procure that the Group and South Wing shall, negotiate and agree to the price of the Products:

- (i) by reference to the prevailing market price of the Products or substantially similar products, taking into account of the comparable order quantities and quality offered to the Group by other suppliers; and
 - (ii) if the above is not applicable, by reference to the price of similar products previously supplied to a third party, and on no less favourable terms to the Group comparable to those offered by South Wing to independent third parties; and on normal commercial terms comparable to those offered to independent third parties in respect of the Products or substantially similar products with comparable order quantities and quality.
- 2.3 The Company and South Wing agree that payment under each separate purchase order shall be principally settled within 90 days from the date of each invoice.
- 2.4 The Company and South Wing further agree that the Continuing Connected Transactions shall be conducted on normal commercial terms, in particular:
 - (a) the Continuing Connected Transactions will be on terms no less favourable to the Group than terms available to independent third parties;
 - (b) the Continuing Connected Transactions will be in the ordinary and usual course of business of the Group and conducted after arm's length negotiations; and
 - (c) the Continuing Connected Transactions will not exceed the Annual Caps as set out in Schedule 1.
- 2.5 The Company and South Wing shall procure that the Group and South Wing respectively shall use commercially reasonable efforts to comply with the terms of this Agreement when negotiating and agreeing to the terms of their specific and separate agreements as if they were a party to this Agreement. Any transactions constituting and/or which will constitute the Continuing Connected Transactions between the Group and South Wing and its associates shall also be subject to the terms and conditions of this Agreement.
- 2.6 Nothing in this Agreement (including the existence of the Annual Caps) shall be construed to impose any obligation on the Group to purchase the Products or South Wing to supply the Products. Transactions to be entered into shall be entirely discretionary on the part of the relevant parties and shall be by mutual agreement only and the Group may purchase the Products from other third parties. Likewise, South Wing may sell the Products to third parties on condition that such sale transactions shall not contain terms more favourable than that offered by South Wing to the Company or the affiliate(s) of the Group.
- 2.7 In the event that the expected aggregate annual purchase amount paid by the Group for the Continuing Connected Transactions in a specific period exceeds the respective annual cap as stated in Schedule 1, the parties shall use their best endeavour to negotiate and to enter into an agreement with a new annual cap and any of such amendments will be subject to compliance with the relevant requirements under the Listing Rules.

3. TERM

3.1 The term of this Agreement shall commence on and from the Effective Date and expire on 31 December 2026 (both days inclusive). Either party may terminate this Agreement at any time by giving three months' prior written notice to the other party. Any accrued rights and obligations of the parties hereto contained in any provision hereof up to the date of such termination shall remain in full force and effect and shall be enforceable notwithstanding such termination.

3.2 The Company has the option, but not the obligation, to renew this Agreement for a term of 3 years from the expiration of the original term under Clause 3.1 PROVIDED THAT such renewal option (if exercised) shall be subject to the applicable requirements of the Listing Rules.

4. CONDITIONS PRECEDENT

4.1 The Parties hereby agree that this Agreement and the terms are subject to obtaining all necessary consents and approvals (including the Independent Shareholders approval at the EGM, with the Relevant Shareholders abstaining from voting as required by the Listing Rules).

4.2 This Agreement is conditional upon any compliance or conditions to the satisfaction of the Stock Exchange and with all requirements under the Listing Rules in relation to the Continuing Connected Transactions.

4.3 In the event that the condition precedents above have not been fulfilled on or before the Long Stop Date, all rights, obligations and liabilities of the parties thereunder in relation to this Agreement shall cease and determine and none of the parties shall have any claim against the other in respect of the Continuing Connected Transactions (save for any antecedent breaches thereof).

5. SOUTH WING UNDERTAKING

5.1 South Wing undertakes that, so long as the Shares are listed and traded on Stock Exchange, it will provide and procure its associates to provide such information and accounts relating to the Continuing Connected Transactions to the auditors, independent non-executive directors and/or independent financial adviser(s) to the Company and the Group as may be reasonably requested by the Company so as to assist the Company to comply with the reporting and disclosure obligations under the Listing Rules (if applicable), and provided that the provision of such information shall not be prohibited or restricted by any applicable laws, regulations which South Wing may be subject to.

6. WARRANTY

6.1 The Company warrants and represents to South Wing that it has the full power to enter into and perform this Agreement and this Agreement constitutes binding obligations on it in accordance with the terms of this Agreement.

6.2 South Wing warrants and represents to the Company that it has the full power to enter into and perform this Agreement and this Agreement constitutes binding obligations on it in accordance with the terms of this Agreement.

7. **FORCE MAJEURE**

7.1 In the event that any member of the Group or South Wing shall be rendered unable to carry out all or any of its obligations under this Agreement, both parties will negotiate with each other on each party's obligations on a friendly basis.

8. **ENTIRE AGREEMENT**

8.1 This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and constitutes the entire understanding and agreement between the parties hereto.

8.2 This Agreement in relation thereto shall not be altered or supplemented except by written instruments signed by the parties hereto.

9. **SUCCESSORS AND ASSIGNS**

9.1 This Agreement shall be binding upon each party's successors and permitted assigns.

9.2 Each party hereto may not assign any of its rights and/or obligations hereunder to any other party without the prior written consent of the other party to this Agreement.

10. **COSTS**

10.1 Save as expressly provided herein, each party hereto shall bear its own legal and other costs and expenses incurred in connection with this Agreement.

11. **NOTICE**

11.1 Any notice, request, demand or other communication given or made shall be deemed to have been received in the case of communications in writing and delivered by hand on the date of delivery against written receipt; in the case of written communications sent by registered mail on the date which is two (2) business days in the case of local mail or five (5) business days in the case of overseas mail after the mailing thereof; and in the case of electronic-mail on the date of delivery against written receipt provided that a "successful delivery" receipt is obtained.

11.2 If to the Company:

Address: Unit No. 1119, 11th Floor, The Metropolis Tower No. 10 Metropolis Drive, Kowloon, Hong Kong

Attention: Mr. Chan Yuk Pan

Email: mike@blg.hk

If to South Wing:

Address: Flat B, 9th Floor, Sang Fat Building, 218-220 Sai Yeung Choi Street,
Kowloon

Attention: Chen Yi Shuang 陳奕雙

Email: helen@swm.com.hk

12. COUNTERPARTS

- 12.1 This Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

13. SEVERABILITY

- 13.1 If any provision of this Agreement shall be prohibited by or judged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

14. FURTHER ASSURANCE

- 14.1 Each party undertakes to the other to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give both parties the full benefit of this Agreement.

15. WAIVER

- 15.1 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.

16. VARIATION

- 16.1 No variation of this Agreement shall be effective unless made in writing and signed by all of the parties.

17. ILLEGALITY

- 17.1 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

18. CONFIDENTIALITY

The terms contained in this Agreement shall be and remain confidential save for disclosure to professional advisers and (if required) regulatory authorities in Hong Kong and where required by law and any announcement in respect of this Agreement shall so far as practicable be jointly agreed between the parties but subject to the obligations of the parties to comply with the Listing Rules.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

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IN WITNESS whereof this Agreement has been duly executed on the date first above written.

The Company

SIGNED by Chen Yuk Pen)
for and on behalf of)
BEST LINKING LIMITED)
in the presence of :)



South Wing

SIGNED by Chen Hsu Teng)
for and on behalf of)
SOUTH WING MACHINERY)
COMPANY LIMITED)
in the presence of :)



SCHEDULE 1

The Annual Caps

	From the Effective Date to 31 December 2024 (both days inclusive)	From 1 January 2025 to 31 December 2025 (both days inclusive)	From 1 January 2026 to 31 December 2026 (both days inclusive)
Annual Cap for the period ending (HK\$)	20,000,000	32,000,000	35,000,000

SCHEDULE 2

List of the Products (non-exhaustive)

Items	Description
1	Excavator Sumitomo SH360HD-6
2	Excavator Sumitomo SH490LHD-6
3	Excavator Sumitomo SH130-6
4	Excavator Sumitomo SH210-6
5	Excavator Sumitomo SH260LC-6
6	Generator NES60TK
7	Generator NES100TI
8	Generator NES150TI