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Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as defined in the offer document dated 10 July 2009 (the "Offer Document") issued by INAX Corporation (the "Offeror"). 除文義另有所指外,本接納表格所用詞彙與INAX Corporation (「要約人」) 刊發日期為二零零九年七月十日之要約文件 (「要約文件」) 所界定

除又義另有所指外,本接納表格所用詞彙與INAX Corporation(|要約人」) 刊發日期為二零零九年七月十日乙要約又件(|要約又件」) 所界定 者具相同涵義。



# **A-S China Plumbing Products Limited**

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司) (Stock Code: 8262)

(股份代號: 8262)

# FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF US\$0.01 EACH IN THE SHARE CAPITAL OF A-S CHINA PLUMBING PRODUCTS LIMITED

A-S China Plumbing Products Limited股本中每股面值0.01美元股份之接納及過戶表格

Share Registrar: Computershare Hong Kong Investor Services Limited 股份過戶登記處: Shops 1712-1716, 17th Floor, Hopewell Centre 183 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東183號合和中心17樓1712-1716室

> ALL JOINT REGISTERED

HOLDERS MUST SIGN HERE 所有聯名登記持有

人均須於本欄個別 簽署

版份逾户登記處: 香港中央證券登記有限公司

FOR THE CONSIDERATION stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below share(s) of US\$0.01 each in A-S China Plumbing Products Limited ("Share(s)") specified below, upon and subject to the terms and conditions contained herein and in the Offer Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions. 下述之轉讓人現根據本接納表格及要約文件中列明的條款及條件,按下列代價,將以下註明A-S China Plumbing Products Limited每股面值0.01美元之股份(「股份」)

, 轉載了下処之承載八, 川承載八現下	可息按照有關條款及條件接納及持有版	z 193° °		
Total number of Share(s) to which	FIGURES 數目	WORD	S 大寫	
this acceptance relates				
與本接納相關的股份總數				
Share certificate number(s) 股票號碼				
TRANSFEROR(S)	Surname(s) or company name(s)		Forename(s)	
name(s) and address in full	姓氏或公司名稱		名字	
轉讓人全名及地址 (EITHER TYPEWRITTEN OR				
WRITTEN IN BLOCK CAPITALS)	Registered Address 註冊地址			
(請用打字機或用正楷填寫)	註冊地址			
			Telephone Number	
			電話號碼	
CONSIDERATION			he second part of the Total Per Share Consideration, to be determined,	
代價	in cash for each Share, to be paid in Hong Kong dollars at the exchange rates prescribed in the Offer Document 每股股份的總代價的第一部份為0.283歐羅,而每股股份的總代價的第二部份有待釐定,有關款項將就每股股份按要約,所列的匯率以港元現金支付			
TRANSFEREE	Name 名稱: INAX Corporation			
承讓人	Correspondence address 通訊地址:	5-1 Koiehonmachi, Tokoname, Aichi 479-8585 JAPAN 日本愛知縣常滑市鯉江本町5丁目1番地 (郵編479-8585) Corporation 公司		
	Occupation 職業:			
DI FASE DO		1		
PLEASE DO NOT DATE	SIGNED by the parties to this tra	ansfer, this o	day of 2009	
請勿填上日期	由是項轉讓之有關人士於二零	零九年月日	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: Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

PLEASE COMPLETE ONLY IF YOU WISH FOR THE CONSIDERATION TO BE PAID I 僅於 閣下希望以歐羅收取代價,才需填妥以下空格。 □ I elect to receive the consideration in Euro in respect of Share(s) to □本人選擇就與本接納有關的 股股份以歐羅收取代價		
		_
<b>DO NOT COMPLETE 請勿填寫本欄</b> Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署: Name of Witness 見證人姓名	For and on behalf of 代表 INAX Corporation	
Signature of Witness 見證人簽署		
Address 地址	Signature of Transferee or its duly authorised agent(s) 承議人或其正式獲授權代理人簽署	

Signature(s) of Transferor(s) 轉讓人簽署 THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s) or to a licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to any Shareholders in any jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal and regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of all the applicable legal and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, complying with any other necessary formalities or legal requirements and paying any issue, transfer or other taxes due in respect of such jurisdiction.

This Form of Acceptance should be read in conjunction with the Offer Document. Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as defined in the Offer Document. In the event of inconsistency, the English text of this Form of Acceptance shall prevail over the Chinese text. HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Anglo Chinese on behalf of the Offeror, you should complete and sign this Form of Acceptance and forward this entire Form of Acceptance together To accept the Offer made by Anglo Chinese on benait of the Offeror, you should complete and sign this form of Acceptance and toward this entire form of Acceptance to gener with the relevant original Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any statisfactory indemnity or indemnity er index (long the entire form of Acceptance and toward this entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of Acceptance and the entire form of the entire form of the entire form of the entire form of the entited and the entire form of the entited and the en Form of Acceptance.

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

#### To: The Offeror and Anglo Chinese

- My/Our execution of this Form of Acceptance (whether or not such Form of Acceptance is dated) shall be binding on my/our successors and assigns, and shall constitute:
- (a) my/our irrevocable acceptance of the Offer made by Anglo Chinese on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned in respect of the number of Shares specified in this Form of Acceptance;
  (b) my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese and/or any of 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 Offer after deducting all stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our own risk to the person(s) named below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address hown in the register of members of the Company:

(Insert here the name and address of the person to whom the cheque and other documents are to be sent, if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in block capitals)

#### Address: (in block capitals)

- my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese and/or such person or persons as it/they may direct for the purpose, on my/our behalf, to make and execute the contract note required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us anthe seller(s) of the Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance; (c)
- my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese and/or such person or persons as it/they may direct to complete, amend and execute any document on my/our behalf, including, without limitation, to insert a date in this Form of Acceptance or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this Form of Acceptance 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 Share(s) tendered for acceptance of the Offer; (d)
- necessary of expedient for the purpose of vesting in the Orferor or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Orfer, my/our invocable instruction and authority to the Offeror and/or Anglo Chinese and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or any other document(s) of tile (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/ us, and to deliver the same to the Registrar to authorise and instruct the Registrar to hold such Share certificate(s) subject to the terms and conditions of the Offer as if it was/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance; (e)
- 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 Share(s) to the Offeror or such person or persons as it may direct free from all liens, charges, claims, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at 2 July 2009, or subsequently being attached thereto, including without limitation the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after 2 July 2009; and (f)
- my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Anglo Chinese and/or any of their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein. (g)
- I/We acknowledge and agree that the Total Per Share Consideration will be paid in two parts, and that:
  - Remittances in respect of the first part of the Total Per Share Consideration (after deducting the relevant seller's ad valorem stamp duty payable by me/us) will be despatched to me/us by ordinary post, at my/our own risk as soon as possible but in any event within 10 days of the date of the receipt by the Registrar of all valid requisite documents from me/us, or the Offer becoming unconditional, whichever is the later; (a)
- Remittances in respect of the second part of the Total Per Share Consideration (after deducting the relevant seller's ad valorem stamp duty payable by the Shareholders accepting the Offer), if any, will be despatched to me/us by ordinary post at my/our own risk as soon as possible but in any event within 10 days of the date on which such second part of the Total Per Share Consideration has been determined; and (b)
- If I/we wish to receive all or part of the Total Per Share Consideration due to me/us in Euro, I/we am/are required to indicate my/our choice by ticking the relevant box on the Form of Acceptance, and if I/we fail to tick this box and sign next to it, this will be deemed to be my/our election to receive all of the Total Per Share Consideration due to me/us in Hong Kong dollars.
- Consideration due to me/us in Hong Kong dollars. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event, I/we authorise and request you to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of tile (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person at the address stated in paragraph 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 Shareholders) at the registered address shown in the register of members of the Company.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Anglo Chinese and/or any of their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such Share certificate(s) at your own risk in lieu of the transfer receipt(s).

- I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or any 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 Shares which is/are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgment of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. 4.
- I/We hereby warrant and represent to you that I am/we are the registered holder(s) of the number of Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer.
- If We understand that acceptance of the Offer by wintsing of state barres to use on the offer of that the number of Share(s) specified in this Form of Acceptance, are sold free from all liens, charges, claims, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at 2 July 2009, or subsequently being attached thereto, including without limitation the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after 2 July 2009.
- If we invoke the second states of the second 7. name of the Offeror or as it may direct, to give:
  - (a)
  - an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a Shareholder (including any Share certificate(s) and/or any other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offeror at INAX Corporation, 5-1 Koiehonmachi, Tokoname, Aichi 479-8585, JAPAN; an irrevocable authority to the Offeror and/or its agents from me/us to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares appointing any person nominated by the offeror to attend at the sole discretion of the Offeror; and (b)
  - my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
  - We acknowledge that, save as expressly provided in the Offer Document and in this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be unconditional and irrevocable.

The Offeror reserves the right to treat as valid any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) but, in such cases, the consideration due will not be despatched until the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) has/have been received by the Offeror or the Registrar and otherwise subject to the terms and conditions of the Offer. However, such acceptances will not be counted towards fulfilling the acceptance condition unless Rule 30.2 of the Takeovers Code has been fully complied with.

# **PERSONAL DATA**

## Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs you, as the data subject, of the policies and practices of the Offeror, Anglo Chinese and the Registrar in relation to personal data and the Ordinance.

## 1. Reasons for the Collection of Your Personal Data

To accept the Offer, it is necessary for you to supply the latest correct personal data. Failure to supply the requested data may result in delay or inability of the Offeror and/or Anglo Chinese and/or the Registrar to effect your acceptance or despatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror and/or Anglo Chinese and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

Your personal data provided in this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and/or the Offer Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verification and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror and/or Anglo Chinese and/or the Registrar and/or any of their respective agents;
- compiling statistical information and profiles of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements; and

 any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Anglo Chinese and/or the Registrar to discharge their obligations to you and/or regulators and any other purposes to which you may from time to time agree.

# 3. Transfer of Personal Data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and/or Anglo Chinese and/or the Registrar may, to the extent necessary for achieving the above purposes or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Company or its appointed agents, such as financial advisers, legal advisers and the Registrar;
- any agents, contractors or third party service providers who
  offer administrative, telecommunications, computer, payment or
  other services to the Offeror and/or Anglo Chinese and/or the
  Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Anglo Chinese and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Access to and Correction of Personal Data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Anglo Chinese and/or the Registrar hold(s) your personal data, to obtain a copy of such data and to correct any personal data that is inaccurate. In accordance with the Ordinance, the Offeror and/or Anglo Chinese and/or the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror and/or Anglo Chinese and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

# 個人資料

# 個人資料收集聲明

個人資料(私隱)條例(香港法例第486章)(「該條例」)之主要條文已 於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在 知會 閣下(作為資料對象)有關要約人、英高及過戶登記處就個人 資料及該條例所採用之政策及慣例。

1. 收集 閣下個人資料之原因

為接納要約, 閣下須提供最新及正確之個人資料。倘 閣下未 能提供所需資料,則可能導致要約人及/或英高及/或過戶登 記處延遲或未能處理 閣下之接納申請,或向 閣下寄發根據 要約 閣下有權收取之代價。注意:如所提供之資料不準確, 閣 下須即時知會要約人及/或英高及/或過戶登記處。

#### 2. 用途

閣下在本接納表格提供之個人資料可能會以任何方式被使用、 持有及/或保存,從而:

- 處理 閣下之接納申請及核實遵循本接納表格及/或要約 文件載列之條款及申請程序;
- 登記從 閣下名下轉至他人之股份轉讓;
- 保存或更新有關股份之股東名冊;
- 核實或協助核實簽名,並進行任何其他資料核實或交換;
- 確定 閣下根據要約有權取得之配額;
- 分發自要約人及/或英高及/或過戶登記處及/或彼等各 自之代理人收取之通訊;
- 編製統計資料及股東資料;
- 按法例、規則或規定(無論是法定還是其他規定)作出披露;
- 披露有關資料以便索償或享有配額;及

 有關上文所述之任何其他附帶或相關之用途及/或以便要約人及/或英高及/或過戶登記處履行彼等對 閣下及/ 或監管機構之責任,及 閣下不時同意之任何其他用途。

### 3. 轉讓個人資料

本接納表格提供之個人資料將作為機密資料妥當保存,但要約 人及/或英高及/或過戶登記處為達致上述任何用途,可能作 出彼等認為必需之查詢,以確認個人資料之準確性,彼等尤其 可能向或從下列任何及所有個人及實體披露、獲取或轉交(無 論在香港或香港以外地區)有關個人資料:

- 本公司或其委任代理人,例如財務顧問、法律顧問及過戶 登記處;
- 為要約人及/或英高及/或過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商;
- 聯交所、證監會及任何其他監管或政府機構;
- 與 閣下進行交易或擬進行交易之任何其他個人或機構, 例如銀行、律師、會計師、持牌證券交易商或註冊證券機構;及
- 要約人及/或英高及/或過戶登記處認為於有關情況屬必 需或適宜之任何其他人士或機構。
- 4. 查閲及更正個人資料

該條例賦予 閣下權利,可向要約人及/或英高及/或過戶登 記處確定是否持有 閣下之個人資料,並獲取該資料副本,以 及更正任何錯誤之個人資料。依據該條例之規定,要約人及/ 或英高及/或過戶登記處有權就查閱任何資料之要求收取合理 之手續費。查閱資料或更正個人資料,或查閱有關政策、慣例 及所持資料類型之資料,應向要約人及/或英高及/或過戶登 記處(視乎情況而定)提出。

本接納表格一經簽署即表示 閣下同意上述所有條款。