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A-S China Plumbing Products Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8262)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “EGM”) of the shareholders of A-S China Plumbing Products Limited (the “**Company**” or “**ASPPL**”) will be held at No. 24 Building, Gems Park, No. 487 Tianlin Road, Shanghai, the People’s Republic of China on 31 August 2009 at 9:00 a.m. for the purpose of considering and, if thought fit, pass with or without amendments, the following resolution of the Company which will be proposed as an ordinary resolution:

ORDINARY RESOLUTION

“THAT

- (i) the entering into of and the terms and conditions of and the transactions contemplated under the following agreements:
 - (a) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Jiangmen EDA**”) dated 26 June 2009 entered into amongst INAX Corporation (“**INAX**”), American Standard (Jiangmen) Fittings Co., Ltd. (“**A-S Jiangmen Fittings**”) and Ideal Standard Global Ltd. (“**Ideal Standard (UK)**”) for the purpose of transferring and novating the benefits, rights, obligations of Ideal Standard (UK) to INAX under the export distributorship agreement entered into between A-S Jiangmen Fittings and Trane US Inc. (“**Trane US**”) on 14 January 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by three extension agreements entered into between the relevant parties on 16 June 2003, 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding the A-S Jiangmen EDA marked “A” has been produced to the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (b) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Shanghai EDA**”) dated 26 June 2009 entered into amongst INAX, A-S Shanghai Pottery Co., Ltd. (“**A-S Shanghai Pottery**”) and Ideal Standard (UK) for the purpose of transferring and novating the benefits, rights, obligations of Ideal Standard (UK) to INAX under the export distributorship agreement entered into between A-S Shanghai Pottery and Trane US on 29 April 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by three extension agreements entered into between the relevant parties on 16 June 2003, 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding the A-S Shanghai EDA marked “B” has been produced to the meeting and signed by the Chairman of the meeting for the purpose of identification);
- (c) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Tianjin EDA**”) dated 26 June 2009 entered into amongst INAX, A-S Tianjin Pottery Co., Ltd. (“**A-S Tianjin Pottery**”) and Ideal Standard (UK) for the purpose of transferring and novating the benefits, rights, obligations of Ideal Standard (UK) to INAX under the export distributorship agreement entered into between A-S Tianjin Pottery and Trane US on 31 January 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by three extension agreements entered into between the relevant parties on 16 June 2003, 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding the A-S Tianjin EDA marked “C” has been produced to the meeting and signed by the Chairman of the meeting for the purpose of identification);
- (d) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the Hua Mei EDA**”) dated 26 June 2009 entered into amongst INAX, Hua Mei Sanitary Ware Co., Ltd. (“**Hua Mei**”) and Ideal Standard (UK) for the purpose of transferring and novating the benefits, rights and obligations of Ideal Standard (UK) to INEX under the export distributorship agreement entered into between Hua Mei and Trane US on 5 June 1985 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the Hua Mei EDA marked “D” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (e) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the ASPPL MAA and IPA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and the Company for the purpose of transferring and novating the benefits, rights and obligations of Ideal Standard (UK) under, amongst other things, (i) the Management and Administrative Assistance Agreement between Trane US and the Company dated 20 April 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by three extension agreements entered into between relevant parties on 16 June 2003, 1 January 2006 and 25 November 2008 respectively); and (ii) the Intellectual Property Agreement between Trane US and the Company dated 1 January 1996 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the ASPPL MAA and IPA marked “E” has been produced to the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (f) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Shanghai TLA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Shanghai Pottery for the purpose of transferring and novating the benefits, rights and obligations of Ideal Standard (UK) under the trademark licence agreement entered into between A-S Shanghai Pottery and Trane US on 29 April 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the A-S Shanghai TLA marked “F” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (g) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Tianjin TLA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Tianjin Pottery for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the trademark licence agreement entered into between A-S Tianjin Pottery and Trane US on 23 February 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the A-S Tianjin TLA marked “G” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (h) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the A-S Jiangmen TLA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Jiangmen Fittings for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the trademark licence agreement entered into between A-S Jiangmen TLA and Trane US on 14 January 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the A-S Jiangmen TLA marked “H” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);
- (i) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding the Hua Mei TLA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and Hua Mei for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the trademark licence and know-how transfer agreement entered into between Hua Mei and Trane US on 5 June 1985 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the A-S Hua Mei TLA marked “I” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);
- (j) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding A-S Shanghai TAA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Shanghai Pottery for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the technical assistance agreement entered into between A-S Shanghai Pottery and Trane US on 29 April 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by three extension agreements entered into between the relevant parties on 16 June 2003, 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding the A-S Shanghai TAA marked “J” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (k) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding A-S Tianjin TAA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Tianjin Pottery for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the technical assistance agreement entered into between A-S Tianjin Pottery and Trane US on 23 February 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by two extension agreements entered into between relevant parties on 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding the A-S Tianjin TAA marked “K” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (l) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding A-S Jiangmen TAA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Jiangmen Fittings for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the technical assistance agreement entered into between A-S Jiangmen Fittings and Trane US on 14 January 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by an extension agreement entered into between Ideal Standard (UK) and A-S Jiangmen Fittings on 25 November 2008) (a copy of the New Novation Agreement regarding the A-S Jiangmen TAA marked “L” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (m) the second instrument of novation, amendment, joinder and release (the “**New Novation Agreement regarding A-S Tianjin MAA**”) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and A-S Tianjin Pottery for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the management assistance agreement entered into between A-S Tianjin Pottery and Trane US on 23 February 1994 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by an extension agreement entered into between Ideal Standard (UK) and A-S Tianjin Pottery on 25 November 2008) (a copy of the New Novation Agreement regarding the A-S Tianjin MAA marked “M”) has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (n) the second instrument of novation, amendment, joinder and release (the **“New Novation Agreement regarding Hua Mei MAA”**) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and Hua Mei for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under the management assistance agreement entered into between Hua Mei and Trane US on 5 June 1985 and novated by Trane US to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (a copy of the New Novation Agreement regarding the Hua Mei MAA marked “N” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

- (o) the second instrument of novation, amendment, joinder and release (the **“New Novation Agreement regarding reimbursement between ASPPL and INAX”**) dated 26 June 2009 entered into amongst INAX, Ideal Standard (UK) and the Company for the purpose of transferring, novating the benefits, rights and obligations of Ideal Standard (UK) under (i) the reimbursement agreement entered into between the Company and Trane on 1 January 2006 and novated by Trane to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by an extension agreement entered into between the Company and Ideal Standard (UK) on 25 November 2008); and (ii) the reimbursement agreement entered into between the Company and Trane on 16 June 2003 and novated by Trane to Ideal Standard (UK) on 12 October 2007 pursuant to the instrument of novation, amendment, joinder and release of even date (the term of which was extended by two extension agreements entered into between the relevant parties on 1 January 2006 and 25 November 2008 respectively) (a copy of the New Novation Agreement regarding reimbursement between ASPPL and INAX marked “O” has been produced in the meeting and signed by the Chairman of the meeting for the purpose of identification);

((1) the New Novation Agreement regarding the A-S Jiangmen EDA, (2) the New Novation Agreement regarding the A-S Shanghai EDA, (3) the New Novation Agreement regarding the A-S Tianjin EDA, (4) the New Novation Agreement regarding the Hua Mei EDA, (5) the New Novation Agreement regarding the ASPPL MAA and IPA; (6) the New Novation Agreement regarding the A-S Shanghai TLA, (7) the New Novation Agreement regarding the A-S Tianjin TLA, (8) the New Novation Agreement regarding the A-S Jiangmen TLA, (9) the New Novation Agreement regarding the Hua Mei TLA, (10) the New Novation Agreement regarding A-S Shanghai TAA, (11) the New Novation Agreement regarding A-S Tianjin TAA, (12) New Novation Agreement regarding A-S Jiangmen MAA, (13) the New Novation Agreement regarding Tianjin MAA,

(14) the New Novation Agreement regarding Hua Mei MAA, (15) New Novation Agreement regarding reimbursement between ASPPL and INAX shall be referred to as the “**New Continuing Connected Transactions**”) be and are hereby approved, ratified and confirmed;

(ii) the annual caps of the respective New Continuing Connected Transactions for the financial year ending 31 December 2009 as set forth in the circular of the Company dated 17 July 2009 (a copy of which marked “P” has been produced to the meeting and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved; and

(iii) the directors of the Company be and are hereby authorised to execute all such documents and/or do all such acts and things on behalf of the Company as they may deem necessary, desirable or expedient for the purposes of giving effect to, or in connection with the New Novation Agreements and the New Continuing Connected Transactions.”

By Order of the Board
Chen Rong Fang
Company Secretary

Shanghai, the PRC, 17 July 2009

Notes:

- (a) Any member entitled to attend and vote at the EGM is entitled to appoint one or more proxy to attend and on a poll, vote in his stead. A proxy need not be a member of the Company.
- (b) In order to be valid, the form of proxy together with a power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited at the Company’s share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for holding the EGM or any adjourned meeting (as the case may be).
- (c) The translation into the Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.

As at the date of this announcement, the board of directors of the Company comprises Mr. Ye Zhi Mao, Jason, Mr. Gao Jin Min, Ms. Chen Rong Fang, Mr. Wang Gang and Mr. Yang Xiong as executive directors; Mr. Peter James O’Donnell as non-executive director; and Mr. Chang Sze-Ming, Sydney, Mr. Ho Tse-Wah, Dean and Mr. Wong Kin Chi as independent non-executive directors.

This announcement, for which the directors of the Company (the “Directors”) collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited of the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief:- (1) the information contained in this announcement is accurate and complete in all material respects and not misleading; (2) there are no other matters the omission of which would make any statement in this announcement misleading; and (3) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

This announcement will remain on the GEM website at www.hkgem.com on the “Latest Company Announcements” page for at least 7 days from the date of its posting and on the website of the Company at www.aspl.com.