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**SANY HEAVY EQUIPMENT INTERNATIONAL
HOLDINGS COMPANY LIMITED**

三一重裝國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 631)

CONTINUING CONNECTED TRANSACTIONS

**SUPPLEMENTAL MASTER PURCHASE AGREEMENT,
SUPPLEMENTAL MASTER SALES AGREEMENT,
SUPPLEMENTAL MASTER TRANSPORTATION AGREEMENT,
SALES AGREEMENT,
SUPPLEMENTAL HUNAN LEASE,
UTILITY CHARGES PAYMENT AGREEMENT,
AND
SUPPLEMENTAL ZHUHAI LEASE**

CONTINUING CONNECTED TRANSACTIONS

Supplemental Master Purchase Agreement

As disclosed in the announcement of the Company dated 31 December 2014, the Company entered into the Master Purchase Agreement with Sany Group on 31 December 2014 with a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive), pursuant to which the Company agreed to purchase or procure its subsidiaries to purchase from Sany Group or its subsidiaries certain parts and components produced by Sany Group or its subsidiaries and certain second-hand manufacturing equipment, including but not limited to machine tools, for the manufacturing of the Group. Pursuant to the Master Purchase Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB159,366,707. On 19 June 2015, the Company and the Sany Group entered into the Supplemental Master Purchase Agreement, pursuant to which the annual cap amount for the year ending 31 December 2015 has been increased to RMB339,814,121.00. Other terms and conditions of the Master Purchase Agreement have remained unchanged.

Supplemental Master Sales Agreement

As disclosed in the announcement of the Company dated 25 August 2014, the Company entered into the Master Sales Agreement with Sany Group on 25 August 2014 with a fixed term commencing from 25 August 2014 to 31 December 2015 (both days inclusive), pursuant to which the Company (or its subsidiaries) agreed to sell to Sany Group (or its subsidiaries) certain parts and components produced by the Group for the production of Sany Group's products. Pursuant to the Master Sales Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB11,692,500. On 19 June 2015, the Company and the Sany Group entered into the Supplemental Master Sales Agreement, pursuant to which the annual cap amount for the year ending 31 December 2015 has been increased to RMB107,742,791. Other terms and conditions of the Master Sales Agreement have remained unchanged.

Supplemental Master Transportation Agreement

As disclosed in the announcement of the Company dated 31 December 2014, the Company entered into the Master Transportation Agreement with Sany Logistics on 31 December 2014 with a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive), pursuant to which Sany Logistics agreed to provide certain logistics services to the Company or its subsidiaries in connection with the transportation of the coal mining machinery and equipment. Pursuant to the Master Transportation Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB10,432,521.00. On 19 June 2015, the Company and the Sany Group entered into the Supplemental Master Transportation Agreement, pursuant to which the annual cap amount for the year ending 31 December 2015 has been increased to RMB55,732,521.00. Other terms and conditions of the Master Transportation Agreement have remained unchanged.

Sales Agreement

On 19 June 2015, the Company and Sany Group entered into the Sales Agreement, commencing from 19 June 2015 to 31 December 2015 (both days inclusive), pursuant to which the Company (or its subsidiaries) agreed to sell its finished products to Sany Group (or its subsidiaries) for sales to the end-customers. Pursuant to the Sales Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 shall be RMB1,475,831,828.

Supplemental Hunan Lease

Reference is made to the announcement of the Company dated 7 November 2014, pursuant to which, among others, Hunan Sany Port Equipment entered into the Hunan Lease with Sany Auto Manufacturing to lease the Hunan Property from 1 September 2014 to 31 August 2015 for a monthly rent of RMB257,749 on the conditions and subject to the terms of the Hunan Lease. On 19 June 2015, Hunan Sany Port Equipment and Sany Auto Manufacturing entered into the Supplemental Hunan Lease with Sany Auto Manufacturing, pursuant to which (1) the lease of the Hunan Property will be renewed till 31 December 2015, and (2) the lease will be further expanded to cover the Hunan R&D Property. Accordingly, the annual rental payable by Hunan Sany Port Equipment will be increased.

Utility Charges Payment Agreement

On 19 June 2015, Hunan Sany Port Equipment and Sany Auto Manufacturing entered into the Utility Charges Payment Agreement, commencing from 19 June 2015 to 31 December 2015 (both days inclusive), pursuant to which Hunan Sany Port Equipment shall pay the electricity and water charges incurred under the Supplemental Hunan Lease to Sany Auto Manufacturing, which in turn shall pay such charges to the relevant authorities. Pursuant to the Utility Charges Payment Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 shall be RMB6,000,002.28.

Supplemental Zhuhai Lease

Reference is made to the announcement of the Company dated 7 November 2014, pursuant to which that, among others, Zhuhai Sany Port Machinery entered into the Zhuhai Lease with Sany Group to lease the Zhuhai Property which takes retrospective effect from 10 February 2012 and ends on 9 February 2015 at a rental of RMB337,125 per month on the conditions and subject to the terms of the Zhuhai Lease. On 19 June 2015, Zhuhai Sany Port Machinery and Sany Group entered into the Supplemental Zhuhai Lease, pursuant to which the lease of the Zhuhai Property will be renewed till 31 December 2015.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Sany Logistics, being a wholly-owned subsidiary of Sany Group, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Sany Auto Manufacturing, being a subsidiary of Sany Group, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under each of the Supplemental Master Purchase Agreement, the Supplemental Master Sales Agreement, the Supplemental Master Transportation Agreement, the Sales Agreement, the Supplemental Hunan Lease, the Utility Charges Payment Agreement and the Supplemental Zhuhai Lease constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of each of (1) the Supplemental Master Sales Agreement, (2) the Supplemental Master Transportation Agreement, (3) the Supplemental Hunan Lease, as aggregated with the Utility Charges Payment Agreement and (4) the Supplemental Zhuhai Lease is less than 5%, the transactions contemplated under each of (1) the Supplemental Master Sales Agreement, (2) the Supplemental Master Transportation Agreement, (3) the Supplemental Hunan Lease and the Utility Charges Payment Agreement and (4) the Supplemental Zhuhai Lease are subject to the reporting and announcement requirements, and exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of each of (1) the Supplemental Master Purchase Agreement, and (2) the Sales Agreement, as aggregated with the Hunan Sany Sales Agreement, are expected to exceed 5%, each of (1) the Supplemental Master Purchase Agreement and (2) the Sales Agreement would be subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

EGM

The Company will hold EGM to approve the Supplemental Master Purchase Agreement and the Sales Agreement and the proposed annual caps for the continuing connected transactions contemplated thereunder.

Grand Vinco Capital Limited has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Supplemental Master Purchase Agreement and the Sales Agreement.

CIRCULAR

A circular containing, inter alia, (i) further information on the Supplemental Master Purchase Agreement and the Sales Agreement; (ii) the notice of the EGM; (iii) the letter from Grand Vinco Capital Limited to both the Independent Board Committee and the Independent Shareholders regarding the Supplemental Master Purchase Agreement and the Sales Agreement and the transactions thereunder; (iv) the recommendation of the Independent Board Committee to the Independent Shareholders in connection thereto, will be despatched to the Shareholders as soon as possible. It is currently expected that the circular will be despatched to the Shareholders on or before 3 July 2015.

(A) SUPPLEMENTAL MASTER PURCHASE AGREEMENT

Background

As disclosed in the announcement of the Company dated 31 December 2014, the Company entered into the Master Purchase Agreement with Sany Group on 31 December 2014 with a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive), pursuant to which the Company agreed to purchase or procure its subsidiaries to purchase from Sany Group or its subsidiaries certain parts and components produced by Sany Group or its subsidiaries and certain second-hand manufacturing equipment, including but not limited to machine tools, for the manufacturing of the Group. Pursuant to the Master Purchase Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB159,366,707.

Supplemental Master Purchase Agreement

On 19 June 2015, the Company and Sany Group entered into the Supplemental Master Purchase Agreement, pursuant to which the maximum annual transaction amount under the Master Purchase Agreement for the year ending 31 December 2015 has been increased from RMB159,366,707 to RMB339,814,121.00. All other terms and conditions of the Master Purchase Agreement remain unchanged.

The particulars of the Supplemental Master Purchase Agreement are as follows:

- Parties:**
- (1) the Company, and
 - (2) Sany Group
- Transaction:** The Company agreed to purchase or procure its subsidiaries to purchase from Sany Group or its subsidiaries (1) certain parts and components produced by Sany Group or its subsidiaries and (2) certain second-hand manufacturing equipment, including but not limited to machine tools, for the manufacturing of coal mining products of the Group.
- Term:** The Master Purchase Agreement (as amended by the Supplemental Master Purchase Agreement) has a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive).
- Price:** The basis of determining prices of the parts and components produced by Sany Group and its subsidiaries will be determined on arm's length negotiation and with reference to the manufacturing costs involved in the relevant part and component plus a gross margin ranging from 10% to 20%, which should be in any event no less favorable to the Group than is available to Independent Third Parties.

The basis of determining prices of the second-hand manufacturing equipment will be determined on arm's length negotiation and with reference to the below formula, which should be in any event no less favorable to the Group than is available to Independent Third Parties.

Price = Original Purchase Price – Original Purchase (1-3%) x (number of years since the machine tool was purchased by Sany Group/10 years)

The Company expects to purchase second-hand machine tools which have been acquired by SG Group for no more than three years.

Payment: In respect of each purchase of parts and components or second-hand manufacturing equipment by the Group from Sany Group or its subsidiaries, Sany Group or its subsidiaries and the Company or its subsidiaries will enter into separate purchase agreements to specify the exact types and number of products being purchased, the relevant delivery arrangements and the selling prices of such products.

Payment will be settled by way of telegraphic transfer at credit terms to be agreed by the parties in accordance with the Group's normal term of supplies from Independent Third Parties.

Historical figures: Reference is made to the announcement of the Company dated 25 November 2011 in relation to the Master Purchase Agreement and the annual caps thereunder for the three years ended 31 December 2014, and the announcement of the Company dated 31 December 2014 in relation to the annual cap thereunder for the year ending 31 December 2015. The historical transaction amounts between SG Group and the Group under the Master Purchase Agreement for each of the three financial years ended 31 December 2014 amounted to approximately RMB138.405 million, RMB242.972 million and RMB246.61 million, respectively. Based on the unaudited management accounts of the Group for the four months ended 30 April 2015, the amount of purchases made under the Master Purchase Agreement up to and including 30 April 2015 was approximately RMB50,800,755.

Basis of the revised cap: Reference is made to the circular of the Company dated 30 November 2014 in relation to, among other things, the acquisition of Sany Marine Industry and its subsidiaries. Due to the expansion of production scale of the Group following the completion of the acquisition of Sany Marine Industry on 31 December 2014, the Directors expect that the approved annual cap of RMB159,366,707 for 2015 will be exceeded.

The revised cap is calculated and determined after taking into account (i) the historical transaction amount, and (ii) the forecast amount of purchases to be placed with Sany Group by the Company for the year ending 31 December 2015, which is based on the Company's sales projection and production plans taking into account the additional manufacturing capacity of Sany Marine Industry and its subsidiaries.

Reason For and Benefits of the Revised Cap

The Directors consider that it is crucial for the Group to maintain the stability in supply and quality of the parts and components for its existing and future production needs. SG Group is familiar with the Group's specifications, standards and requirements and the Group is confident on the quality of the parts and components supplied by SG Group. In view of the Group's past purchasing experience with certain members of SG Group, the Directors are of the view that SG Group can effectively fulfill the Group's high requirement in supply stability as well as product quality. In addition, SG Group has provided the Group with more favourable terms such as flexible and timely delivery schedule of the parts and components purchased by the Group.

The Directors (excluding the independent non-executive Directors, whose views will be set out in the circular to be sent to the Shareholders) are of the view that the Supplemental Master Purchase Agreement has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Supplemental Master Purchase Agreement, none of the Directors has abstained from voting on the relevant board resolution approving the Supplemental Master Purchase Agreement.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Supplemental Master Purchase Agreement constitute continuing connected transactions of the Company under the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Supplemental Master Purchase Agreement are expected to exceed 5%, the Supplemental Master Purchase Agreement would be subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

(B) SUPPLEMENTAL MASTER SALES AGREEMENT

Background

As disclosed in the announcement of the Company dated 25 August 2014, the Company entered into the Master Sales Agreement with Sany Group on 25 August 2014 with a fixed term commencing from 25 August 2014 to 31 December 2015 (both days inclusive), pursuant to which the Company (or its subsidiaries) agreed to sell to Sany Group (or its subsidiaries) certain parts and components produced by the Group for the production of Sany Group's products. Pursuant to the Master Sales Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB11,692,500.

Supplemental Master Sales Agreement

On 19 June 2015, the Company and the Sany Group entered into the Supplemental Master Sales Agreement, pursuant to which the annual cap amount for the year ending 31 December 2015 has been increased to RMB107,742,791. Other terms and conditions of the Master Sales Agreement have remained unchanged.

Particulars of the Supplemental Master Sales Agreement are set forth as follows:

Parties: (1) the Company, and

(2) Sany Group

Transaction: The Company (or its subsidiaries) agreed to sell to Sany Group (or its subsidiaries) certain parts and components produced by the Group for the production of Sany Group's products.

Term: The Master Sales Agreement (as amended by the Supplemental Master Sales Agreement) has a fixed term from 25 August 2014 to 31 December 2015 (both days inclusive)

Price: The basis of determining prices of the parts and components produced by the Group will be determined based on the arm's length negotiation and with reference to the manufacturing costs involved in the relevant part and component plus a gross margin of approximately 30%, which should be in any event no less favorable to the Group than is available to Independent Third Parties.

Payment Schedule: Payment will be settled as agreed by the parties according to the specific order, which will be in line with their respective normal terms of supplies which are applicable to Independent Third Parties.

Historical figures:	Based on the unaudited management accounts of the Group for the fourth months ended 30 April 2015, the amount of sales made under the Master Sales Agreement up to and including 30 April 2015 was approximately RMB4,083,737.
Basis of the revised cap:	The revised annual cap under the Supplemental Master Sales Agreement is determined with reference to (i) anticipated operation volume and the sales volume of the Group's parts and components, and (ii) Sany Group's anticipated increasing demand for parts and components during the term of the Master Sales Agreement.

Reasons For and Benefits of the Revised Cap

Sany Group is principally engaged in, among others, the manufacture and distribution of engineering machineries for construction purposes while the Group is able to manufacture the required parts and components for those engineering machineries. By selling unused parts and components produced by the Group to the Sany Group, the Group can enhance its inventory flexibility. In addition, the Group will sell the relevant parts and components to Sany Group at prices which should be in any event no less favorable to the Group than is available to Independent Third Parties.

Therefore, the Directors (including the independent non-executive Directors) are of the view that the Supplemental Master Sales Agreement has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Supplemental Master Sales Agreement, none of the Directors has abstained from voting on the relevant board resolution approving the Supplemental Master Sales Agreement.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Supplemental Master Sales Agreement constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Supplemental Master Sales Agreement is less than 5%, the transactions contemplated under the Supplemental Master Sales Agreement are subject to the reporting and announcement requirements, and exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

(C) MASTER TRANSPORTATION AGREEMENT

Background

As disclosed in the announcement of the Company dated 31 December 2014, the Company entered into the Master Transportation Agreement with Sany Logistics on 31 December 2014 with a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive), pursuant to which Sany Logistics agreed to provide certain logistics services to the Company or its subsidiaries in connection with the transportation of the coal mining machinery and equipment. Pursuant to the Master Transportation Agreement, the annual cap amount for the transactions thereunder for the year ending 31 December 2015 was RMB10,432,521.00.

Supplemental Master Transportation Agreement

On 19 June 2015, the Company and the Sany Group entered into the Supplemental Master Transportation Agreement, pursuant to which the annual cap amount for the year ending 31 December 2015 has been increased to RMB55,732,521.00. Other terms and conditions of the Master Transportation Agreement have remained unchanged.

Particulars of the Supplemental Master Transportation Agreement are set forth as follows:

Parties: (1) the Company, and

(2) Sany Logistics

Transaction: Sany Logistics will provide certain logistics services to the Company or its subsidiaries in connection with the transportation of coal mining machinery and equipment.

In respect of each sale of transportation task, the Company and Sany Logistics will enter into separate transportation agreements to specify, among others, the exact types and number of products to be transported, the distance, and the transportation period.

- Term:** The Master Transportation Agreement (as amended by the Supplemental Master Transportation Agreement) has a fixed term of one year commencing from 1 January 2015 to 31 December 2015 (both days inclusive).
- Services fee:** The service fees payable shall be determined based on arm's length negotiation with reference to (i) means of transportation, (ii) transportation distance, (iii) transportation location, (iv) weight of the goods transported and (v) gasoline price, which should be in any event no less favorable to the Group than is available to Independent Third Parties.
- Payment:** A monthly invoice for service fees shall be issued by Sany Logistics to the Company and payment for the service fees will be settled by way of telegraphic transfer or cheque in the following month upon receipt of the invoice by the Company.
- Historical figures:** The historical transaction amounts between Sany Logistics and the Group under the Master Transportation Agreement for each of the three financial years ended 31 December 2014 amounted to approximately RMB41.562 million, RMB70.078 million, and RMB1.7 million, respectively. Based on the unaudited management accounts of the Group for the four months ended 30 April 2015, the amount of transactions made under the Master Transportation Agreement up to and including 30 April 2015 was approximately RMB3,406,881.
- Basis of the revised cap:** Reference is made to the circular of the Company dated 30 November 2014 in relation to, among other things, the acquisition of Sany Marine Industry and its subsidiaries. Following the completion of the acquisition of Sany Marine Industry on 31 December 2014, the Group shall engage Sany Logistics to provide logistics services in relation to the products manufactured by Sany Marine Industry. Accordingly, the Directors expect that the approved annual cap under the Master Transportation Agreement of RMB10,432,521.00 for 2015 will be exceeded.
- The revised cap amount is determined with reference to (i) the historical transaction amounts, (ii) prevailing market price for logistics service fees in the open market in the PRC, and (iii) the anticipated business volume of the Group's products and the expected logistics services to be involved having considered the effect of the acquisition of Sany Marine Industry and its subsidiaries.

Reasons For and Benefits of the Revised Cap

The Company considers that Sany Logistics offers competitive prices as compared to its peers. Sany Logistics also has extensive experience in logistics services for coal mining machinery and equipment, and is familiar with the Group's requirements and standards.

Therefore, the Directors (including the independent non-executive Directors) are of the view that the Supplemental Master Transportation Agreement has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Supplemental Master Transportation Agreement, none of the Directors has abstained from voting on the relevant board resolution approving the Supplemental Master Transportation Agreement.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Sany Logistics, being a wholly-owned subsidiary of Sany Group, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Supplemental Master Transportation Agreement constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Supplemental Master Transportation Agreement is less than 5%, the transactions contemplated under the Supplemental Master Transportation Agreement are subject to the reporting and announcement requirements, and exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

(D) SALES AGREEMENT

On 19 June 2015, the Company and Sany Group entered into the Sales Agreement, pursuant to which the Company will sell its finished products to Sany Group for sales to end-customers for a period ending 31 December 2015.

Particulars of the Sales Agreement are set forth as follows.

Parties: (1) the Company, and

(2) Sany Group

Subject Matter: Pursuant to the Sales Agreement, the Company agreed to sell or procure its subsidiaries to sell its finished products to Sany Group or its subsidiaries for sales to the end customers.

- Sales** In respect of each sale of products by the Company (or its subsidiaries) to Sany Group (or its subsidiaries), the Company (or its subsidiaries) and Sany Group (or its subsidiaries) shall enter into separate agreements to specify the exact types and number of products being sold, the relevant delivery arrangements and, where applicable, the selling prices of such products.
- Contracts:**
- Pricing:** Since the Sales Agreement serves the purpose for the Company to take advantage of Sany Group's sales network to sell its finished products to end-customers, the prices of the finished products under the Sales Agreement are determined with reference to the selling price offered to Independent Third Parties customers, being the manufacturing costs plus reasonable profit margin. In any event, the prices at which the Company (or its subsidiaries) sells its product(s) to Sany Group (or its subsidiaries) shall not be less than the price at which the Company (or its subsidiaries) sells the same product(s) to other distributors.
- Payment terms:** The price of any products being sold under the Sales Agreement shall be paid by telegraphic transfer within three months after delivery and the relevant products having passed the inspection by Sany Group.
- Historical figures:** Reference is made to the announcement dated 7 November 2014 of the Company in relation to, among others, the Hunan Sany Sales Agreement, pursuant to which Hunan Sany Port Equipment, which became a subsidiary of the Company starting from 31 December 2014, agreed to sell its products to Sany International Development, a subsidiary of Sany Group, for a period ending 31 December 2015. Based on the unaudited management accounts of the Group for the four months ended 30 April 2015, no purchase was made under the Hunan Sany Sales Agreement up to and including 30 April 2015. Save as disclosed, there were no other historical transactions between the Company (or its subsidiaries) and Sany Group (or its subsidiaries) with respect to the sales of the Company's finished products.
- Proposed annual cap:** It is proposed that the annual cap amount for the transactions contemplated under the Sales Agreement will be set at RMB1,475,831,828. The proposed annual cap is calculated and determined after taking into account (i) the Group's anticipated manufacturing capacity for the year ending 31 December 2015 having considered the effect of the acquisition of Sany Marine Industry on 31 December 2014, and (ii) the Group's expected plans to take advantage of Sany Group's strong domestic and overseas sales network and sales experiences to enhance the Group's product sales.

Reasons For and Benefits of the Sales Agreement

By selling the Group's products to the Sany Group, which will then be sold to end-customers, the Group can take advantage of Sany Group's strong domestic and overseas sales network and sales experiences to enhance the Group's sales.

The Directors (excluding the independent non-executive Directors, whose views will be set out in the circular to be sent to the Shareholders) are of the view that the Sales Agreement has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Sales Agreement, none of the Directors has abstained from voting on the relevant board resolution approving the Sales Agreement.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Sales Agreement constitute continuing connected transactions of the Company under the Listing Rules.

Since (1) the Sales Agreement was entered into on 19 June 2015 (within 12 months from the signing date of the Hunan Sany Sales Agreement), (2) Hunan Sany Port Equipment is a subsidiary of the Company and Sany International Development is a subsidiary of Sany Group, and (3) the transaction nature of the Hunan Sany Sales Agreement and the Sales Agreement is the same, therefore, the transactions under the Sales Agreement and the Hunan Sany Sales Agreement shall be aggregated pursuant to Rule 14A.81 of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Sales Agreement, as aggregated with the Hunan Sany Sales Agreement, are expected to exceed 5%, the Sales Agreement would be subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

(E) SUPPLEMENTAL HUNAN LEASE

Background

As disclosed in the announcement dated 7 November 2014, Hunan Sany Port Equipment entered into the Hunan Lease with Sany Auto Manufacturing to lease the Hunan Property with effect from 1 September 2014 to 31 August 2015 at a rental of RMB257,749 per month on the conditions and subject to the terms of the Hunan Lease. The Hunan Lease became a connected transaction upon the completion of the acquisition of Hunan Sany Port Equipment by the Company on 31 December 2014. For the two years ending 31 December 2015, the maximum aggregate amount of rent under the Hunan Lease for each year is RMB3,092,988, determined based on the annual rental payable by Hunan Sany Port Equipment pursuant to the Hunan Lease.

Supplemental Hunan Lease

On 19 June 2015, Hunan Sany Port Equipment and Sany Auto Manufacturing entered into the Supplemental Hunan Lease, pursuant to which (1) the lease of the Hunan Property will be renewed till 31 December 2015, and (2) the lease will be further expanded to cover the Hunan R&D Property to facilitate Hunan Sany Port Equipment's research and development. Accordingly, the annual rental payable by Hunan Sany Port Equipment will be increased.

Particulars of the Supplemental Hunan Lease are set forth as follows:

Parties: (1) Hunan Sany Port Equipment (as the lessee), and

(2) Sany Auto Manufacturing (as the lessor)

Transaction: Pursuant to the Supplemental Hunan Lease, Sany Auto Manufacturing agreed to lease the Hunan Property and the Hunan R&D Property to Hunan Sany Port Equipment.

Properties: Hunan Property: certain premises of the factory buildings owned by Sany Auto Manufacturing with a total floor area of 28,487.64 sq.m. located in Sany Industry Town, Xingsha Town, Changsha County, Hunan Province, the PRC

Hunan R&D Property: certain R&D premises owned by Sany Auto Manufacturing with a total floor area of 4,300 sq.m. located in Sany Industry Town, Xingsha Town, Changsha County, Hunan Province, the PRC

Rental: Hunan Property: RMB257,749 per month, which is determined based on arm's length negotiation between the parties and by reference to market rates, payable monthly within the first week of each month

Hunan R&D Property: RMB51,710.48 per month, which is determined based on arm's length negotiation between the parties and by reference to market rates, payable monthly within the first week of each month

Term:	19 June 2015 to 31 December 2015
Historical figures:	Since the acquisition of Hunan Sany Port Equipment was completed on 31 December 2014, for the year ended 31 December 2014, the total rental paid to Sany Auto Manufacturing by Sany Group or its subsidiaries for leasing under the Hunan Lease was nil
Annual cap:	For the year ending 31 December 2015, the maximum aggregate amount of rent under the Supplemental Hunan Lease is RMB3,713,513.76, determined based on the annual rental payable by Hunan Sany Port Equipment pursuant to the Supplemental Hunan Lease

Reasons For and Benefits of the Supplemental Hunan Lease

The business operations of Hunan Sany Port Equipment (and its predecessor) have been utilizing the Hunan Property for industrial use. The lease of the Hunan Property and Hunan R&D Property allows Hunan Sany Port Equipment to continue to use the Hunan Property and commence to use Hunan R&D Property for its production and R&D and avoid any unnecessary disruption to its operations.

Therefore, the Directors (including the independent non-executive Directors) are of the view that the Supplemental Hunan Lease has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Supplemental Hunan Lease, none of the Directors has abstained from voting on the relevant board resolution approving the Supplemental Hunan Lease.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Sany Auto Manufacturing, being a subsidiary of Sany Group, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Supplemental Hunan Lease constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Supplemental Hunan Lease is less than 5%, the transaction contemplated under the Supplemental Hunan Lease is subject to the reporting and announcement requirements, and exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

(F) UTILITY CHARGES PAYMENT AGREEMENT

On 19 June 2015, Hunan Sany Port Equipment and Sany Auto Manufacturing entered into the Utility Charges Payment Agreement, commencing from 19 June 2015 to 31 December 2015 (both days inclusive), pursuant to which Hunan Sany Port Equipment shall pay the electricity and water charges incurred by it under the Supplemental Hunan Lease to Sany Auto Manufacturing, which in turn shall pay such charges to the relevant authorities.

Particulars of the Utility Charges Payment Agreement are set forth as follows.

- Parties:**
- (1) Hunan Sany Port Equipment, and
 - (2) Sany Auto Manufacturing
- Subject Matter:** Pursuant to the Utility Charges Payment Agreement, Hunan Sany Port Equipment agreed to pay electricity and water charges incurred by it under the Supplemental Hunan Lease to Sany Auto Manufacturing, which in turn shall pay such charges to the relevant authorities.
- Pricing:** The relevant electricity and water charges shall be charged on an "as incurred" basis in accordance with the prices set forth by the relevant authorities calculated based on the actual usage by Hunan Sany Port Equipment under the Supplemental Hunan Lease.
- Payment terms:** The payment under the Utility Charges Payment Agreement shall be paid by the Company by telegraphic transfer each month.
- Historical figures:** Reference is made to the circular of the Company dated 30 November 2014 in relation to, among other things, the acquisition of Sany Marine Industry and its subsidiaries. The utility charges payment arrangement became a continuing connected transaction since Hunan Sany Port Equipment was acquired by the Company and became a subsidiary of the Company. Therefore, there was no transaction amount under the Utility Charges Payment Agreement for the year ended 31 December 2014.
- Proposed annual cap:** It is proposed that the annual cap amount for the transactions contemplated under the Utility Charges Payment Agreement will be set at RMB6,000,002.28. The proposed annual cap is calculated and determined after taking into account (i) the historical transaction amount, and (ii) the expanding of the lease under the Supplemental Hunan Lease.

Reasons For and Benefits of the Utility Charges Payment Agreement

Since the relevant utility institutions bill Sany Auto Manufacturing directly for the electricity and water charges while Hunan Sany Port Equipment rented part of the premises of Sany Auto Manufacturing, for administrative convenience, Sany Auto Manufacturing agreed to settle all the utility charges with the relevant utility institutions and Hunan Sany Port Equipment would settle the charges with Sany Auto Manufacturing on an “as incurred” basis.

Therefore, the Directors (including the independent non-executive Directors) are of the view that the Utility Charges Payment Agreement has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Utility Charges Payment Agreement, none of the Directors has abstained from voting on the relevant board resolution approving the Utility Charges Payment Agreement.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Sany Auto Manufacturing, being a subsidiary of Sany Group, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Utility Charges Payment Agreement constitute continuing connected transactions of the Company under the Listing Rules.

Since (1) the Utility Charge Payment Agreement was entered into on 19 June 2015 (within 12 months from the signing date of the Supplemental Hunan Lease), (2) the Utility Charges Payment Agreement is related with the Supplemental Hunan Lease, therefore the transactions under the Utility Charges Payment Agreement and the Supplemental Hunan Lease shall be aggregated pursuant to Rule 14A.81 of the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Utility Charges Payment Agreement, as aggregated with the Supplemental Hunan Lease is less than 5%, the transactions contemplated under the Utility Charges Payment Agreement are subject to the reporting and announcement requirements, and exempt from the Independent Shareholders’ approval requirements under Chapter 14A of the Listing Rules.

(G) SUPPLEMENTAL ZHUHAI LEASE

Background

As disclosed in the announcement dated 7 November 2014, Zhuhai Sany Port Machinery entered into the Zhuhai Lease with Sany Group to lease the Zhuhai Property which takes retrospective effect from 10 February 2012 and ends on 9 February 2015 at a rental of RMB337,125 per month on the conditions and subject to the terms of the Zhuhai Lease. The Zhuhai Lease became a connected transaction upon the completion of the acquisition of Zhuhai Sany Port Machinery by the Company on 31 December 2014. For the two years ending 31 December 2015, the maximum aggregate amount of rental paid to Sany Group by Zhuhai Sany Port Machinery or its subsidiaries for leasing the premises was RMB4,045,000.

Supplemental Zhuhai Lease

On 19 June 2015, Zhuhai Sany Port Machinery and Sany Group entered into the Supplemental Zhuhai Lease, pursuant to which the lease of the Zhuhai Property will be renewed till 31 December 2015. Other terms and conditions of the Zhuhai Lease have remained unchanged.

Particulars of the Supplemental Zhuhai Lease are set forth as follows:

- Parties:** (1) Zhuhai Sany Port Machinery (as the lessee), and
(2) Sany Group (as the lessor)
- Transaction:** Pursuant to the Supplemental Zhuhai Lease, Sany Group agreed to lease the Zhuhai Property to Zhuhai Sany Port Machinery.
- Properties:** certain premises of the factory buildings owned by Sany Group with a total floor area of 21,943 sq.m. located in Gaolan Port Economic District, Zhuhai City, Guangdong Province, the PRC.
- Rental** RMB337,125 per month, which is determined based on arm's length negotiation between the parties and by reference to the cost of the Zhuhai Property to Sany Group, payable quarterly within the first week of each quarter.
- Term:** 19 June 2015 to 31 December 2015
- Historical figures:** Considering the acquisition of Zhuhai Sany Port Machinery was completed on 31 December 2014, for the year ended 31 December 2014, the total rental paid to Sany Group by Zhuhai Sany Port Machinery or its subsidiaries for leasing the premises was nil.

Annual cap: For the year ending 31 December 2015, the maximum aggregate amount of rent under the Zhuhai Lease and the Supplemental Zhuhai Lease is RMB3,034,125, determined based on the annual rental payable by Zhuhai Sany Port Machinery pursuant to the Zhuhai Lease.

Reasons For and Benefits of the Supplemental Zhuhai Lease

The business operations of Zhuhai Sany Port Machinery have been utilizing the Zhuhai Property for industrial use. The Zhuhai Lease allows Zhuhai Sany Port Machinery to continue to use the Zhuhai Property for its production and avoid any unnecessary disruption to its operations.

Therefore, the Directors (including the independent non-executive Directors) are of the view that the Supplemental Zhuhai Lease has been entered into in the ordinary and usual course of business on normal commercial terms and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

As no Director has a material interest in the Supplemental Zhuhai Lease, none of the Directors has abstained from voting on the relevant board resolution approving the Supplemental Zhuhai Lease.

Listing Rules Implications

As at the date of this announcement, Mr. Liang Wengen is a controlling shareholder of the Company by virtue of his indirect 56.42% interests in Sany Hong Kong, which is in turn holds 2,134,580,188 ordinary shares and 479,781,034 Convertible Preference Shares, which, in aggregate, represents 85.97% of the issued share capital of the Company.

Sany Group, being held by Mr. Liang Wengen as to 56.42%, is therefore an associate of Mr. Liang Wengen under Rule 14A.12(1)(c) and hence a connected person of the Company under the Listing Rules.

Accordingly, the transactions under the Supplemental Zhuhai Lease constitute continuing connected transactions of the Company under the Listing Rules.

Pursuant to Rule 14A.76(2) of the Listing Rules, as each of the applicable percentage ratios (other than the profits ratio) as calculated in accordance with Chapter 14 of the Listing Rules for the proposed cap amount in respect of the Supplemental Zhuhai Lease, as aggregated with the Zhuhai Lease, is less than 5%, the transaction contemplated under the Supplemental Zhuhai Lease is subject to the reporting and announcement requirements, and exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

EGM

The Company will hold EGM to approve the Supplemental Master Purchase Agreement and the Sales Agreement and the proposed annual caps for the continuing connected transactions contemplated thereunder.

Grand Vinco Capital Limited has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Supplemental Master Purchase Agreement and the Sales Agreement.

CIRCULAR

A circular containing, inter alia, (i) further information on the Supplemental Master Purchase Agreement and the Sales Agreement; (ii) the notice of the EGM; (iii) the letter from Grand Vinco Capital Limited to both the Independent Board Committee and the Independent Shareholders regarding the Supplemental Master Purchase Agreement and the Sales Agreement and the transactions thereunder; (iv) the recommendation of the Independent Board Committee to the Independent Shareholders in connection thereto, will be despatched to the Shareholders as soon as possible. It is currently expected that the circular will be despatched to the Shareholder on or before 3 July 2015.

INFORMATION ABOUT THE COMPANY

The Company is an investment holding company and its subsidiaries are principally engaged in the design, manufacture and sales of roadheader, combined coal mining unit, mining transportation vehicles, port machinery and marine heavy equipment products.

INFORMATION ABOUT SANY GROUP

Sany Group is principally engaged in the manufacture and distribution of engineering machineries for construction purposes, and machinery leasing, manufacture of automobile and educational businesses.

INFORMATION ABOUT SANY LOGISTICS

Sany Logistics is principally engaged in domestic freight transportation services, freight transportation agency services, logistics information consulting services and export trading.

INFORMATION ABOUT HUNAN SANY PORT EQUIPMENT

Hunan Sany Port Equipment is principally engaged in research and development, manufacturing and sales of part machinery and engineering vessel.

INFORMATION ABOUT SANY AUTO MANUFACTURING

Sany Auto Manufacturing is principally engaged in the manufacturing of equipment in the concrete industry, including pump trucks and trailer pumps.

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context otherwise requires:

“associate”	has the same meaning ascribed to it under the Listing Rules;
“Board”	means the board of Directors;
“Company”	means Sany Heavy Equipment International Holdings Company Limited (三一重裝國際控股有限公司), a company incorporated with limited liability on 23 July 2009 under the laws of the Cayman Islands and the Shares of which are listed on the Stock Exchange (stock code: 631);
“connected person”	has the same meaning ascribed to it under the Listing Rules;
“controlling shareholder”	has the same meaning ascribed to it under the Listing Rules;
“Convertible Preference Shares”	means the limited-voting convertible preference shares of the Company;
“Director(s)”	means the directors of the Company;
“EGM”	the extraordinary general meeting of the Company to be convened to, among others, consider and if thought fit, approve the Supplemental Master Purchase Agreement and the Sales Agreement;
“Group”	means the Company and its subsidiaries;
“HK\$”	means Hong Kong dollar, the lawful currency of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“Hunan Lease”	means the lease agreement dated 1 September 2014 entered into between Hunan Sany Port Equipment and Sany Auto Manufacturing;
“Hunan Property”	means certain premises owned by Sany Auto Manufacturing leased to Hunan Sany Port Equipment pursuant to the Hunan Lease;
“Hunan R&D Property”	means certain R&D premises owned by Sany Auto Manufacturing Leased to Hunan Sany Port Equipment pursuant to the Supplemental Hunan Lease;

“Hunan Sany Sales Agreement”	means the master sales agreement dated 7 November 2014 entered into between Hunan Sany Port Equipment and Sany International Development;
“Hunan Sany Port Equipment”	means Hunan Sany Port Equipment Co., Ltd.* (湖南三一港口設備有限公司), a company established under the laws of the PRC and a wholly-owned subsidiary of Sany Group;
“Independent Board Committee”	means an independent board committee of the Board comprising all the independent non-executive Directors, who have no material interest in the Supplemental Master Purchase Agreement and the Sales Agreement, namely, Dr. Ngai Wai Fung, Mr. Xu Yaxiong and Mr. Ng Yuk Keung;
“Independent Third Party(ies)”	means an individual(s) or a company(ies) who or which is/are independent of and not connected with (within the meaning of the Listing Rules) any Director, chief executive or substantial shareholders (within the meaning of the Listing Rules) of the Company, its subsidiaries or any of their respective associates;
“Independent Shareholders”	means the Shareholders who are not interested in or involved in the Supplemental Master Purchase Agreement and the Sales Agreement;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Main Board of the Stock Exchange;
“Master Purchase Agreement”	means the master purchase agreement dated 31 December 2014 entered into between the Company and Sany Group in relation to (1) the purchase by the Group of certain parts and components from SG Group; and (2) the purchase by the Group of certain second-hand manufacturing equipment, including but not limited to machine tools, for the manufacturing of the Group, from SG Group;
“Master Transportation Agreement”	means the transportation service agreement dated 31 December 2014 entered into between the Company and Sany Logistics in relation to the provision of certain logistics services by Sany Logistics to the Company or its subsidiaries;
“Master Sales Agreement”	means the master sales agreement dated 25 August 2014 entered into between the Company and Sany Group, pursuant to which the Company (or its subsidiaries) agreed to sell certain parts and components to Sany Group (or its subsidiaries);
“PRC”	the People’s Republic of China;
“RMB”	means Renminbi, the lawful currency of the PRC;

“R&D”	research and development;
“Sany Group”	means 三一集團有限公司 (Sany Group Limited*), a company with limited liability established on 18 October 2000 under the laws of the PRC;
“Sales Agreement”	means the sales agreement entered into between the Company and the Sany Group on 19 June 2015 in respect of the sales of finished products by the Company to Sany Group;
“Sany Auto Manufacturing”	means Sany Auto Manufacturing Co., Ltd.* (三一汽車製造有限公司), a company established under the laws of the PRC and a subsidiary of Sany Group;
“Sany Hong Kong”	means Sany Hong Kong Group Limited, a company with limited liability incorporated on 14 October 2005 under the laws of Hong Kong, and the controlling shareholder of the Company;
“Sany International Development”	means Sany International Development Limited (三一國際發展有限公司), a company incorporated under the laws of Hong Kong and a subsidiary of Sany Group;
“Sany Logistics”	means Hunan Sany Logistics Co., Ltd.* (湖南三一物流有限公司), a company with limited liability established under the laws of the PRC, a wholly-owned subsidiary of Sany Group;
“Sany Marine Industry”	means Sany marine Industry Holdings Company Ltd., (三一海工國際控股有限公司), a company incorporated in the Cayman Islands with limited liability;
“SG Group”	means Sany Group and its subsidiaries;
“Share(s)”	means ordinary share(s) of HK\$0.10 each in the share capital of our Company;
“Shareholder(s)”	means the holder(s) of the ordinary share(s) of the Company with a nominal value of HK\$0.10 each;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“subsidiary”	has the meaning ascribed to it in sections 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
“Supplemental Master Purchase Agreement”	means the supplemental agreement entered into between the Company and Sany Group on 19 June 2015 in respect of the revised annual cap under the Master Purchase Agreement;

“Supplemental Master Sales Agreement”	means the supplemental agreement entered into between the Company and Sany Group on 19 June 2015 in respect of the revised annual cap under the Master Sales Agreement;
“Supplemental Master Transportation Agreement”	means the supplemental agreement entered into between the Company and Sany Logistics on 19 June 2015 in respect of the revised annual cap under the Master Transportation Agreement;
“Supplemental Hunan Lease”	means the supplemental lease agreement entered into between Hunan Sany Port Equipment and Sany Auto Manufacturing on 19 June 2015;
“Supplemental Zhuhai Lease”	means the supplemental lease agreement entered into between Zhuhai Sany Port Machinery and Sany Group on 19 June 2015;
“Utility Charges Payment Agreement”	means the utility charges payment agreement entered into between the Hunan Sany Port Equipment and Sany Auto Manufacturing on 19 June 2015 in respect of the payment of electricity and water charges incurred by Hunan Sany Port Equipment under the Supplemental Hunan Lease to Sany Auto Manufacturing, which in turn shall pay such charges to the relevant authorities;
“Zhuhai Lease”	a lease agreement dated 1 September 2014 entered into between Zhuhai Sany Port Machinery and Sany Group;
“Zhuhai Property”	certain premises owned by Sany Group to be leased to Zhuhai Sany Port Machinery pursuant to the Zhuhai Lease;
“Zhuhai Sany Port Machinery”	Zhuhai Sany Port Machinery Co., Ltd. (珠海三一港口機械有限公司), a company established under the laws of the PRC and a wholly-owned subsidiary of the Company;
“%”	means per cent.

* *for identification only*

By the order of the Board of Directors
Sany Heavy Equipment International Holdings Company Limited
Mr. Wu Jialiang
Chairman

Hong Kong, 19 June 2015

As at the date of this announcement, the executive Directors are Mr. Wu Jialiang and Mr. Lu Ben, the non-executive Directors are Mr. Tang Xiuguo, Mr. Xiang Wenbo and Mr. Mao Zhongwu, and the independent non-executive Directors are Dr. Ngai Wai Fung, Mr. Xu Yaxiong and Mr. Ng Yuk Keung.