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eprint GROUP LIMITED

eprint 集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1884)

**DISCLOSEABLE TRANSACTION
IN RELATION TO THE PURCHASE OF MACHINARIES**

The Board is pleased to announce that on 22 April 2022, the Sales Contracts were entered into between, among others, the Purchaser and the Vendor, which are legal binding agreements, pursuant to which the Purchaser agreed to purchase and the Vendor agreed to sell the Machineries at the Consideration of JPY217,600,000 (equivalent to approximately HK\$13,324,000), subject to the terms and conditions of the Sales Contracts.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio for the Company in respect of the Purchase exceeds 5% but is less than 25%, the Purchase constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

THE SALES CONTRACTS

The terms and conditions of the Sales Contract I and the Sales Contract II are identical, which are as follows:

- Date : 22 April 2022
- Parties : (1) Promise Network Printing Limited, as Purchaser; and
(2) Komori Hong Kong Limited, as Vendor

- Subject Matter : Pursuant to the Sales Contracts, the Purchaser has agreed to purchase and the Vendor has agreed to sell the Machineries at Consideration of JPY217,600,000 (equivalent to approximately HK\$13,324,000), subject to the terms and conditions thereof
- Date of Loading : 8 months upon the Sales Contracts being signed and receipt of deposit
- Payment Terms : (i) the Purchaser shall pay respective HK\$700,000 as deposit within one week after the Sales Contract I and the Sales Contract II have been signed, the deposits will be returned to the Purchaser in one week after the letter of credits have been opened
- (ii) the respective price of the Sales Contracts shall be paid by an irrecoverable letter of credit to be opened thirty (30) days prior to the shipment in favor of the manufacturer of the Machineries, Komori Corporation, payable against presentation of Shipping Documents
- Liabilities : the Vendor shall be liable for any damage of the goods and expense incurred on account of improper measures taken by the Vendor in regard to the packing
- Termination : Termination of the Sales Contracts occurs when any party of the Sales Contracts becomes bankrupt, or is the subject of proceeding for liquidation or dissolution or ceases to carry on business.

INFORMATION OF THE GROUP

The Company is an investment holding company principally engaged in the provision of printing services to a diversified customer base in Hong Kong. The Company is also engaged in the provision of solutions on advertisement, bound books and stationeries.

The Purchaser is a company incorporated in Hong Kong with limited liability which is an indirect wholly-owned subsidiary of the Company. The Purchaser is principally engaged in the provision of printing services in Hong Kong.

INFORMATION OF THE VENDOR

The Vendor is a company incorporated in Hong Kong with limited liability and its principal activity is engaged in manufacturing and selling of printing presses and printing equipment.

The Vendor is wholly-owned by Komori Corporation (a company listed on the Tokyo Stock Exchange: stock code: 6349). To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Vendor and its ultimate beneficial owner are independent of the Company and connected persons of the Company (as defined under the Listing Rules).

The Vendor is the legal and beneficial owner of the Machineries.

REASONS FOR AND BENEFIT OF THE PURCHASE

The Directors considered that the Purchase can (i) lower the subcontracting cost for printing services in the PRC; (ii) ease the difficulties in timing control in the production in PRC due to the lockdown and customs inspection; and (iii) enhance the effectiveness and efficiency of the production through utilising the new Machineries of the Group.

The Directors (including the independent non-executive Directors) consider the terms of the Sales Contracts are fair and reasonable, and are in the best interests of the Group and its shareholders as a whole.

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DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“Board”	the board of Directors of the Company
“Company”	eprint Group Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 1884)
“Consideration”	the consideration for the Purchase pursuant to the Sales Contracts, being JPY217,600,000 (equivalent to approximately HK\$13,324,000)
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Machineries”	two Komori Lithrone G40A Sheet Fed Offset Press
“PRC”	the People’s Republic of China

“Purchase”	the purchase of the Machineries pursuant to the Sales Contracts
“Purchaser”	Promise Network Printing Limited, a company incorporated in Hong Kong with limited liability, and an indirect wholly-owned subsidiary of the Company
“Sales Contract I”	the sales contract which is a legal binding agreement dated 22 April 2022 entered into between the Purchaser and the Vendor relating to the purchase of a Komori Lithrone G40A Sheet Fed Offset Press
“Sales Contract II”	the sales contract which is a legal binding agreement dated 22 April 2022 entered into between the Purchaser and the Vendor relating to the purchase of a Komori Lithrone G40A Sheet Fed Offset Press
“Sales Contracts”	collectively, the Sales Contract I and the Sales Contract II
“Shipping Documents”	including, among others, (i) bill of lading, (ii) commercial invoice indicating contract number and packing in triplicate copies, (iii) quality certificate issued by the manufacturer in duplicate, (iv) the Vendor’s certified copy of fax dispatched to the Purchaser within 2 working days after the shipment and (v) the Certificate of Origin issued by the manufacturer in duplicate
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	Komori Hong Kong Limited, a company incorporated in Hong Kong with limited liability
“%”	per cent

By Order of the Board
eprint Group Limited
She Siu Kee William
Chairman

Hong Kong, 22 April 2022

As at the date of this announcement, the executive Directors are Mr. She Siu Kee William and Mr. Chong Cheuk Ki; the non-executive Director is Mr. Leung Wai Ming; and the independent non-executive Directors are Mr. Poon Chun Wai, Mr. Fu Chung and Mr. Ma Siu Kit.