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Chery Automobile Co., Ltd.

奇瑞汽車股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 9973)

CONTINUING CONNECTED TRANSACTION AUTOMOBILE SALES FRAMEWORK AGREEMENT

INTRODUCTION

On 7 July 2026, the Company and Guangdong Ruixun entered into the Automobile Sales Framework Agreement, which sets out the principal terms for the sale of passenger vehicles by the Group to the Guangdong Ruixun Group.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Guangdong Ruixun is controlled by Ms. Wang Laichun, a non-executive Director of the Company, and is therefore a connected person of the Company under the Listing Rules. Therefore, the transactions contemplated under the Automobile Sales Framework Agreement constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) in respect of the highest amount of the annual caps under the Automobile Sales Framework Agreement exceed 0.1% but are all less than 5%, the transactions contemplated under the Automobile Sales Framework Agreement are subject to the reporting, annual review and announcement requirements but are exempt from circular (including independent financial advice) and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

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AUTOMOBILE SALES FRAMEWORK AGREEMENT

The principal terms of the Automobile Sales Framework Agreement are set out below:

Date: 7 July 2026

Parties: (i) the Company (on behalf of the Group); and (ii) Guangdong Ruixun (on behalf of Guangdong Ruixun Group).

Scope of transaction: Pursuant to the Automobile Sales Framework Agreement, the Company has agreed to sell, and the Guangdong Ruixun Group has agreed to purchase passenger vehicles (the “**Related Products**”). The Guangdong Ruixun Group may only sell the Related Products within the PRC on a non-exclusive basis.

The parties shall, from time to time as needed, enter into separate and specific agreements (each, an “**Individual Purchase Agreement**”) on terms in accordance with the Automobile Sales Framework Agreement. Each Individual Purchase Agreement shall set out the details of the specific Related Products to be purchased, including the type of products, product pricing and pricing basis, payment terms and duration, and shall in all material respects comply with the provisions of the Automobile Sales Framework Agreement.

Term: From the date of the Automobile Sales Framework Agreement to 31 December 2028 (both dates inclusive). Subject to compliance with the relevant requirements of the Listing Rules and all other applicable laws and regulations, the Automobile Sales Framework Agreement may be renewed upon expiry through mutual agreement between the parties.

Pricing policy: During the term of the Automobile Sales Framework Agreement, the selling price of the Related Products payable by the Guangdong Ruixun Group to the Group shall be determined on a case-by-case basis under the relevant Individual Purchase Agreement after arm’s length negotiations between the parties and with reference to the following factors: (i) the model, specifications, configuration, quality, production cost, market positioning and delivery requirements of the relevant passenger vehicles; and (ii) the Group’s prevailing price list and sales policy. For any new models of the Related Products where price list is yet to be available, the Group would compile a price list of such model which will be used for the transactions to be conducted with independent third-party distributors, dealers or customers and the Guangdong Ruixun Group based on (i) the prevailing market prices of comparable passenger vehicles in the PRC market, market information and industry data (to the extent available); and (ii) historical comparable sales by the Group to independent third-party distributors, dealers or customers and price lists, taking into account the costs of the Related Products. In any event, the selling price and other terms offered by the Group to the Guangdong Ruixun Group shall be no more favourable to the Guangdong Ruixun Group than those offered by the Group to independent third-party distributors, dealers or customers for the same or comparable passenger vehicles under comparable circumstances, and shall be fair and reasonable and on normal commercial terms or better to the Group. The specific selling price, pricing basis, payment terms and other principal commercial terms shall be set out in the relevant Individual Purchase Agreement.

Annual caps: Pursuant to the Automobile Sales Framework Agreement, it is proposed that the annual caps for the transactions contemplated thereunder for the three years ending 31 December 2028 are expected not to exceed as follows:

For the year ending 31 December	2026	2027	2028
Annual cap (RMB)	250,000,000	500,000,000	800,000,000

As the Automobile Sales Framework Agreement is newly entered into, there are no historical transaction amounts between the Group and the Guangdong Ruixun Group. The proposed annual caps for the transactions contemplated under the Automobile Sales Framework Agreement were determined after considering the following factors: (i) the expected volume of the Related Products to be purchased by the Guangdong Ruixun Group based on its business plans, operational needs and the forecast macroeconomic conditions, as estimated by the Guangdong Ruixun Group; (ii) the production capacity of the Group and its development plans; and (iii) the prevailing market prices of comparable products and forecast market conditions in the PRC.

Payment terms: The payment terms shall be determined in each Individual Purchase Agreement and payment shall be made in cash.

INTERNAL CONTROL MEASURES

The pricing policies for the continuing connected transactions of the Group will be supervised and monitored by the relevant personnel and management of the Group in charge to ensure the relevant continuing connected transaction is conducted on normal commercial terms in accordance with the Listing Rules.

As a general principle, the selling price of the Related Products payable by the Guangdong Ruixun Group to the Group under the Automobile Sales Framework Agreement shall be determined with reference to the Group's prevailing price list and sales policy, which are used for the transactions to be conducted with independent third-party distributors, dealers or customers and the Guangdong Ruixun Group. For any new models of the Related Products where price list is yet to be available, the Group would compile a price list of such model which will be used for the transactions to be conducted with independent third-party distributors, dealers or customers and the Guangdong Ruixun Group based on:

- (i) the prevailing market prices of comparable passenger vehicles in the PRC market, market information and industry data (to the extent available); and
- (ii) historical comparable sales by the Group to independent third-party distributors, dealers or customers and price lists, taking into account the costs of the Related Products.

The price list will be prepared by the relevant marketing department of the Group, reviewed by the relevant finance department of the Group and approved by the management team of the Group for implementation. The relevant marketing department of the Group will revise the price list when there is a material change of market conditions relating to the relevant products.

For internal control purposes, before entering into any Individual Purchase Agreement, the relevant marketing department of the Group shall compare the proposed selling price and other principal commercial terms with the Group's prevailing price list and sales policy. The relevant finance and/or legal and compliance department of the Group shall review the proposed Individual Purchase Agreement to ensure that the pricing basis is consistent with the Automobile Sales Framework Agreement and that the selling price and other terms offered to Guangdong Ruixun Group are no more favourable to Guangdong Ruixun Group than those offered to independent third-party distributors, dealers or customers under comparable circumstances.

The finance department of the Company will closely monitor the aggregate transaction amounts under the Automobile Sales Framework Agreement and notify the management if the aggregate transaction amounts become close to 80% of the annual caps. Regular checks will be conducted on a half-yearly basis to review and assess whether the transactions contemplated under the relevant continuing connected transactions are conducted in accordance with the terms of the Automobile Sales Framework Agreement.

The independent non-executive Directors will continue to review the management's annual review reports on the transactions contemplated under the relevant continuing connected transactions and the auditors of the Company will also conduct an annual review in accordance with the Listing Rules.

REASONS FOR AND BENEFITS OF ENTERING INTO THE AUTOMOBILE SALES FRAMEWORK AGREEMENT

The Group is principally engaged in the research, development, production and sale of passenger vehicles. Guangdong Ruixun is principally engaged in the sale and distribution of automobiles in the PRC. The entering into of the Automobile Sales Framework Agreement allows the Group to leverage Guangdong Ruixun Group's sales network and distribution channels to expand its market coverage within the PRC, thereby promoting the Group's automobile sales.

In view of the above, in particular that the internal control mechanism which is effective to ensure that the transactions contemplated under the Automobile Sales Framework Agreement will be conducted on normal commercial terms, and at terms which are not more favourable to Guangdong Ruixun Group than that offered to Independent Third Parties by the Group, the Directors (including the independent non-executive Directors) are of the view that the terms of the Automobile Sales Framework Agreement and the transactions contemplated thereunder (including the proposed annual caps thereof) are fair and reasonable, on normal commercial terms and are conducted in the ordinary and usual course of business of the Group and in the interests of the Company and its Shareholders as a whole.

INFORMATION ON THE PARTIES

The Company

The Company is principally engaged in the research, development, production and sale of passenger vehicles. The H Shares of the Company are listed on the Main Board of the Stock Exchange (Stock Code: 9973).

Guangdong Ruixun

Guangdong Ruixun Automobile Sales Service Co., Ltd. (廣東瑞訊汽車銷售服務有限公司) is a company established in the PRC with limited liability. Its principal business includes the sale and distribution of automobiles. Guangdong Ruixun is beneficially owned as to 50% by Ms. Wang Laichun, a non-executive Director, and as to 50% Mr. Wang Laisheng, the brother of Ms. Wang Laichun.

BOARD APPROVAL

Ms. Wang Laichun, a non-executive Director who controls Guangdong Ruixun, has abstained from voting on the relevant Board resolutions of the Company. Apart from Ms. Wang Laichun, none of the Directors has or is deemed to have a material interest in the Automobile Sales Framework Agreement and the transactions contemplated thereunder and is required to abstain from voting on the relevant Board resolutions approving the Automobile Sales Framework Agreement.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Guangdong Ruixun is controlled by Ms. Wang Laichun, a non-executive Director, and is therefore a connected person of the Company under the Listing Rules. Therefore, the transactions contemplated under the Automobile Sales Framework Agreement constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) in respect of the highest amount of the annual caps under the Automobile Sales Framework Agreement exceed 0.1% but are all less than 5%, the transactions contemplated under the Automobile Sales Framework Agreement are subject to the reporting, annual review and announcement requirements but are exempt from circular (including independent financial advice) and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed thereto under the Listing Rules
“Automobile Sales Framework Agreement”	the automobile sales framework agreement dated 7 July 2026 entered into between the Company and Guangdong Ruixun
“Board”	the board of Directors
“Company”	Chery Automobile Co., Ltd. (奇瑞汽車股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability, the H Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 9973)
“connected person”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“Guangdong Ruixun”	Guangdong Ruixun Automobile Sales Service Co., Ltd. (廣東瑞訊汽車銷售服務有限公司)
“Guangdong Ruixun Group”	Guangdong Ruixun, its subsidiaries, associates and joint ventures
“H Share(s)”	the overseas listed foreign share(s) in the ordinary share capital of the Company, which are subscribed for and traded in Hong Kong dollars and listed on the Main Board of the Stock Exchange
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China

“Independent Third Party(ies)”	a person, or in the case of a company, the company or its ultimate beneficial owner(s), who is independent of and not connected with the Group and its connected persons and their respective ultimate beneficial owner(s) or their respective associates
“Individual Purchase Agreement”	has the meaning ascribed thereto in the section headed “Automobile Sales Framework Agreement” in this announcement
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	the People’s Republic of China, for the purpose of this announcement, shall not include Hong Kong, Macau Special Administrative Region and Taiwan
“Related Products”	passenger vehicles sold by the Group to Guangdong Ruixun Group pursuant to the Automobile Sales Framework Agreement
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed thereto under the Listing Rules
“%”	per cent

By Order of the Board
Chery Automobile Co., Ltd.
Mr. Yin Tongyue
Chairman of the Board

Hong Kong, 7 July 2026

As at the date of this announcement, the Board comprises Mr. Yin Tongyue and Mr. Zhang Guozhong as executive Directors, Ms. Wang Laichun, Ms. Li Jing, Mr. Wang Jinhua, Mr. Wang Xiaowei, Mr. Bao Siyu, Mr. Yin Xiangling and Mr. Hu Jingyuan as non-executive Directors, Mr. Shang Wenjiang, Mr. Yang Mianzhi, Mr. Ye Shengji, Mr. Lu Feng, Ms. Shi Qin and Mr. Lai Ni Hium, Frank as independent non-executive Directors.