
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Sany Heavy Equipment International Holdings Company Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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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)

2025 CONTINUING CONNECTED TRANSACTIONS AND NOTICE OF EXTRAORDINARY GENERAL MEETING

**Independent Financial Advisor to the Independent Board Committee
and the Independent Shareholders**



Vinco Financial Limited

A letter from the Board is set out on pages 5 to 43 of the circular. A letter from the Independent Board Committee containing its advice and recommendation to the Independent Shareholders is set out on pages 44 to 45 of this circular. A letter from Vinco Financial, the Independent Financial Advisor to the Independent Board Committee and the Independent Shareholders, is set out on pages 46 to 85 of this circular.

A notice convening the EGM to be convened and held at Conference Room 103, Research and Development Building, Sany Heavy Equipment Co., Ltd., No. 25, 16 Kaifa Road, Shenyang Economic and Technological Development Zone, Shenyang, Liaoning Province, the PRC at 10:00 a.m. on Friday, 28 November 2025, date is set out on pages EGM-1 to EGM-3 of this circular. Shareholders who intend to appoint a proxy to attend the EGM shall complete the accompanying form of proxy for use at the EGM in accordance with the instructions printed thereon and return the same to the Company's Hong Kong share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible, and, in any event, not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting thereof should you so wish.

13 November 2025

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DEFINITIONS

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

“2024 Acquisition”	the acquisition of Sany Lithium Energy by the Group in 2024
“2025 Liang Wengen Agreements”	collectively the Liang Wengen Sales Framework Agreement and the Liang Wengen Procurement Framework
“2025 Non-Exempted Transactions”	collectively, (i) the Liang Wengen Sales Framework Agreement; (ii) the SANYI Sales Framework Agreement; (iii) the Liang Wengen Procurement Framework Agreement; (iv) the SANYI Procurement Framework Agreement; and (v) the SANYI Guarantee Framework Agreement
“2025 Sany Heavy Agreements”	collectively, the SANYI Sales Framework Agreement, the SANYI Procurement Framework Agreement and the SANYI Guarantee Framework Agreement
“Announcements”	the announcements of the Company dated 16 December 2022, 30 October 2023, 24 October 2024, 5 September 2025, 20 October 2025 and 24 October 2025, respectively, in respect of the continuing connected transactions
“associate”	has the same meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Circulars”	the circulars of the Company dated 18 January 2023, 20 November 2023 and 22 November 2024, respectively
“close associate”	has the meaning ascribed to it under the Listing Rules
“Company”	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”	the limited-voting convertible preference shares of the Company
“Director(s)”	the directors of the Company

DEFINITIONS

“EGM”	the extraordinary general meeting of the Company to be convened at Conference Room 103, Research and Development Building, Sany Heavy Equipment Co., Ltd., No. 25, 16 Kaifa Road, Shenyang Economic of Technological Development Zone, Shenyang, Liaoning Province, PRC at 10:00 a.m. on Friday, 28 November 2025 to, among others, consider and if thought fit, approve the 2025 Non-Exempted Transactions and the proposed annual caps for the continuing connected transactions contemplated thereunder
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent board committee of the Board comprising all the independent non-executive Directors, who have no material interest in the 2025 Non-Exempted Transactions and the transactions contemplated thereunder (including the proposed annual cap for those transactions), namely Mr. Poon Chiu Kwok, Mr. Hu Jiquan, Mr. Yang Shuyong and Ms. Zhou Lan
“Independent Shareholders”	the Shareholders who are not interested in or involved in the 2025 Non-Exempted Transactions
“Independent Third Party(ies)”	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
“Latest Practicable Date”	10 November 2025, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained herein
“Liang Wengen Procurement Framework Agreement”	the agreement entered into between the Company and Mr. Liang dated 20 October 2025 in respect of the sales
“Liang Wengen Sales Framework Agreement”	the agreement entered into between the Company and Mr. Liang dated 20 October 2025 in respect of the procurement
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

DEFINITIONS

“Model Code”	the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules
“Mr. Liang”	Mr. Liang Wengen, the controlling shareholder of the Company
“Mr. Liang’s Group Companies”	Mr. Liang and its associates but excluding the Group and the Sany Heavy Group
“PRC”	the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Sany BVI”	Sany Heavy Equipment Investments Company Limited (三一重裝投資有限公司), a company incorporated on 23 June 2009 with limited liability under the laws of the British Virgin Islands
“Sany Group”	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
“Sany Heavy”	Sany Heavy Industry Co., Ltd., a joint stock company established in the PRC with limited liability, the A shares of which have been listed on the Shanghai Stock Exchange (stock code: 600031) and the H shares of which have been listed on the Stock Exchange (stock code: 06031)
“Sany Heavy Group”	Sany Heavy and its subsidiaries
“Sany Hong Kong”	Sany Hongkong Group Limited (三一香港集團有限公司), a company with limited liability incorporated on 14 October 2005 under the laws of Hong Kong, and the controlling shareholder of the Company
“Sany Logistics”	Hunan Sany Logistics Co., Ltd.* (湖南三一物流有限公司) company with limited liability established under the laws of the PRC, a non-wholly owned subsidiary of Sany Heavy Group
“SANYI Guarantee Framework Agreement”	the agreement entered into between the Company and Sany Heavy dated 20 October 2025 in respect of equipment sales and leasing
“SANYI Procurement Framework Agreement”	the agreement entered into between the Company and Sany Heavy dated 20 October 2025 in respect of the sales
“SANYI Sales Framework Agreement”	the agreement entered into between the Company and Sany Heavy dated 20 October 2025 in respect of the procurement

DEFINITIONS

“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“sq.m.”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Vinc Financial” or “Independent Financial Adviser”	Vinc Financial Limited, a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as set out under the SFO, being the independent financial adviser appointed by the Company to advise the Independent Board Committee and the Independent Shareholders in relation to the 2025 Non-Exempted Transactions
“%”	per cent.



**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)

Executive Directors:

Mr. Zhou Fugui (*Chairman*)

Mr. Liang Zaizhong

Mr. Fu Weizhong

Non-executive Directors:

Mr. Tang Xiuguo

Mr. Xiang Wenbo

Independent Non-executive Directors:

Mr. Poon Chiu Kwok

Mr. Hu Jiquan

Mr. Yang Shuyong

Ms. Zhou Lan

Registered Office:

Cricket Square Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

Place of Business in Hong Kong:

Room 1808–10, 18/F

Landmark North

No. 39 of Lung Sum Avenue

Sheung Shui

New Territories, Hong Kong

13 November 2025

To the Shareholders

Dear Sir/Madam,

2025 CONTINUING CONNECTED TRANSACTIONS

INTRODUCTION

References are made to the Announcements and the Circulars. Unless the context requires otherwise, capitalised terms used herein shall have same meanings as those defined in the Announcements and the Circulars.

The purpose of this circular is to provide you with (i) further information regarding each of the 2025 Non-Exempted Transactions, (ii) the recommendation from the Independent Board Committee to the Independent Shareholders, (iii) the letter from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, and (iv) the notice convening the EGM.

LETTER FROM THE BOARD

2025 NON-EXEMPTED TRANSACTIONS

1. Master Procurement

The original purchase, transportation, logistic agency services and sales agency contemplated under the 2023 Master Purchase Agreement, the 2023 Master Transportation Agreement, the Logistic Services Agency Agreement and the 2023 Master Sales Agency Agreement are grouped as “procurement”, for which the Company entered into the Liang Wengen Sales Framework Agreement with Mr. Liang and the SANYI Sales Framework Agreement with Sany Heavy.

The major terms of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement are set out as follows:

	The Liang Wengen Sales Framework Agreement	The SANYI Sales Framework Agreement
Date:	20 October 2025	
Parties:	(1) The Company; and (2) Mr. Liang	(1) The Company; and (2) Sany Heavy
Subject Matter:	<i>Purchase</i> Pursuant to the Liang Wengen Sales Framework Agreement, the Company agreed to purchase or procure its subsidiaries to purchase from Mr. Liang’s Group Companies (1) certain parts and components and machinery produced by Mr. Liang’s Group Companies; and (2) second-hand manufacturing equipment, for the manufacturing of products of the Group.	<i>Purchase</i> Same as per the Liang Wengen Sales Framework Agreement. <i>Transportation</i> Pursuant to the SANYI Sales Framework Agreement, the Sany Heavy Group will provide logistic services to the Group in connection with the transportation of the main products of the Group. In respect of each transportation task, the Group and the Sany Heavy Group 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. <i>Logistic agency services</i> Pursuant to the SANYI Sales Framework Agreement, the Group agreed to engage the Sany Heavy Group to provide transportation and logistic agency services for the Group’s shipment of the main products of the Group and relevant ancillary parts.

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

The SANYI Sales Framework Agreement

Sales Agency

Under the SANYI Procurement Framework Agreement, the Sany Heavy Group has agreed to act as the sales agent for the Group's overseas end customers, and the Company has agreed to pay an agency fee to the Sany Heavy Group based on the actual transaction value of the sales.

Term: The relevant framework agreement shall come into effect on 20 October 2025 and expire on 31 December 2027 (both days inclusive), subject to, inter alia, the obtaining of all necessary approvals by the Company.

Pricing:

Purchase

Purchase

Parts and components

Same as per the Liang Wengen Sales Framework Agreement.

For those tailor-made parts and components for the Group manufactured by Mr. Liang's Group Companies, the basis of determining prices of the parts and components produced by Mr. Liang's Group Companies will be determined on arm's length negotiation and with reference to the manufacturing costs involved in the relevant parts and components, with reference to the usual gross margin of the Group's procurement of other similar parts and components from Independent Third Parties, which should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

Transportation

The service fees payable shall be on normal commercial terms and determined based on arm's length negotiation with reference to the prevailing market price and should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

Logistic agency services

The agency fees payable will be determined based on arm's length negotiation and such agency fees payable by the Group to the Sany Heavy Group shall not be higher than the service fees paid to Independent Third Parties for similar services.

For those common parts and components which can be easily accessible in the market, the pricing will be determined with reference to the prevailing market prices of the same products, and should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

Sales agency

The sales agency fees payable will be determined based on arm's length negotiation and with reference to the below formula and the sales agency fees paid by the Group to Mr. Liang's Group Companies shall not be higher than the sales agency fees paid to the Independent Third Party agencies for similar products and in similar regions.

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

Machinery

For those machinery for the Group manufactured by Mr. Liang's Group Companies, the basis of determining prices of the machinery produced by Mr. Liang's Group Companies will be determined on arm's length negotiation and with reference to the manufacturing costs involved in the relevant machinery, with reference to the usual gross margin of the Group's procurement of other similar machinery from Independent Third Parties, which should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

Second-hand manufacturing equipment

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 is a default formula set by the Group's ERP financial software following the Group's accounting policy for depreciation and valuation on equipment and also applicable to the valuation of all equipment of the Group, no matter whether they are procured from Independent Third Parties or Mr. Liang's Group Companies, and should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

Price = Original Purchase Price –
Original Purchase Price (1–3%) ×
(number of years since the equipment
was purchased by Mr. Liang's Group
Companies/10 years)

“3%” represents the minimum residual value of equipment and “10 years” represents the maximum durable years of equipment and both of them are set according to the Group's accounting policy.

The SANYI Sales Framework Agreement

Sales agency fees = Sales revenue of sold products * 5%

Note: The Group's 2024 annual sales expenses rate was 5.9% and Mr. Liang's Group Companies are willing to offer a slightly lower sales expenses rate of 5%

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

Payment:

Purchase

In respect of each purchase of parts and components or machinery or second-hand manufacturing equipment by the Group from Mr. Liang's Group Companies, Mr. Liang's Group Companies and the Group will enter into separate purchase agreements to specify the exact types and number of products to be 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.

The SANYI Sales Framework Agreement

Purchase

Same as per the Liang Wengen Sales Framework Agreement.

Transportation

Invoices shall be issued on a regular basis by the Sany Heavy Group to the Group 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 Group.

Logistic agency services

Invoices shall be issued on a regular basis by the Sany Heavy Group to the Group 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 Group.

Sales agency

In respect of each sale of products by the Group, the Group shall enter into the sales contract with the end-customers directly, and the Group and the Sany Heavy Group shall enter into separate sales agency agreements to specify the agency fees of the relevant products being sold.

Invoice for sales agency fees shall be issued by the Sany Heavy Group to the Group and payment for the sales agency fees will be settled by way of telegraphic transfer or cheque on a regular basis upon receipt of the invoice by the Group.

LETTER FROM THE BOARD

	The Liang Wengen Sales Framework Agreement	The SANYI Sales Framework Agreement
Historical transaction amounts:	<i>Purchase:</i>	<i>Purchase:</i>
	Year ended 31 December 2023: RMB212,159,000	Year ended 31 December 2023: RMB1,020,578,000
	Year ended 31 December 2024: RMB350,949,000	Year ended 31 December 2024: RMB1,732,567,000
	Nine months ended 30 September 2025: RMB257,831,557	Nine months ended 30 September 2025: RMB1,393,509,505
		<i>Transportation:</i>
		Year ended 31 December 2023: RMB113,497,000
		Year ended 31 December 2024: RMB42,522,000
		Nine months ended 30 September 2025: RMB29,508,559
		<i>Logistic agency services:</i>
		Year ended 31 December 2023: RMB Nil
		Year ended 31 December 2024: RMB1,315,000
		Nine months ended 30 September 2025: RMB9,178,093
		<i>Sales agency:</i>
		Year ended 31 December 2023: RMB73,360,000
		Year ended 31 December 2024: RMB84,738,000
		Nine months ended 30 September 2025: RMB61,602,626

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement					The SANYI Sales Framework Agreement				
Proposed annual caps:		For the year ending 31 December				For the year ending 31 December			
		2025	2026	2027		2025	2026	2027	
		(RMB)	(RMB)	(RMB)		(RMB)	(RMB)	(RMB)	
	Purchase	655,067,300	443,062,710	466,883,847	Purchase	2,628,433,077	2,270,387,461	2,867,492,280	
					Transportation	62,250,000	20,530,000	23,600,000	
					Logistic agency services	18,600,000	16,519,060	19,310,119	
					Sales agency	135,000,000	183,475,793	198,997,162	
Basis of determining the proposed annual cap:	Purchase				Purchase				
	The proposed annual caps were arrived based on the types of parts and components, machinery and second-hand manufacturing equipment to be purchased, historical transaction amounts for the year ended 31 December 2024 and nine months ended 30 September 2025, the orders under negotiation and the anticipated procurement plan of the Group having considered the business plan of the Group.				The proposed annual caps were determined with reference to (i) the historical transaction amounts, the orders under negotiation, and the Group’s expected procurement plans for the year ended 31 December 2024 and the nine months ended 30 September 2025; and (ii) the fact that following the completion of the 2024 Acquisition, Sany Lithium Energy became a subsidiary of the Group. Its main product is power batteries, and the primary raw material for power battery production is battery cells, accounting for approximately 50% of the total cost of power batteries. Sany Lithium Energy expects to purchase battery cells produced by Sany Heavy Group in the amounts of RMB580 million, RMB1 billion, and RMB1.7 billion respectively from 2025 to 2027, and this business constitutes the main reason for the increase in the proposed annual cap for the Company’s procurement.				

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

The SANYI Sales Framework Agreement

The Company anticipates a substantial increase in its procurement from the Sany Heavy Group during the fourth quarter of 2025. According to the business plans provided by the Sany Heavy Group, several new business initiatives are scheduled to commence in the second half of 2025, which are expected to significantly increase the total procurement amount during that period. Specific highlights include:

- (i) Sany Marine Heavy Industry Co., Limited (a subsidiary of the Group) is expected to commence mass sales of its new forklift product line in the second half of 2025, which will require large-scale procurement of components from the Sany Heavy Group for assembly and sales. This is projected to result in an additional procurement amount of approximately RMB400 million, of which RMB100 million pertains to product models that were not sold in the first half of 2025.
- (ii) Due to limited battery cell production capacity at the Sany Heavy Group in the first half of 2025, Sany Lithium Energy's procurement volume of battery cells from the Sany Heavy Group remained relatively low at approximately RMB160 million. As the Sany Heavy Group is expected to enhance battery cell production capacity in the second half of 2025, Sany Lithium Energy's procurement volume will be increased to the design capacity level.

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

The SANYI Sales Framework Agreement

Transportation

The proposed annual caps were determined primarily with reference to: (i) the historical transaction amounts for the two years ended 31 December 2024 and the nine months ended 30 September 2025; (ii) the Group's plan to progressively transition transportation services to logistic agency services, while taking into comprehensive consideration the adjustment period and business scale for those businesses that not yet or cannot be transitioned to the logistic agency model; and (iii) the characteristics of transportation services, such as phased settlements and variable costs, which can lead to significant deviations between actual settlement amounts and initial estimates, thus in order to ensure the total transportation costs settled and recognised by the end of the year do not exceed the annual caps, the Company has conservatively estimated that a maximum of RMB30 million in transportation costs may be incurred in the fourth quarter of 2025.

LETTER FROM THE BOARD

The Liang Wengen Sales Framework Agreement

The SANYI Sales Framework Agreement

Logistic agency services

The proposed annual caps were determined primarily with reference to: (i) the historical transaction amounts; (ii) the prevailing market price of similar services in the PRC; (iii) the anticipated logistic agency services which will be required by the Group at the prevailing market price for such services. In particular, the Company has considered the orders on hand and the historical transaction volume for the year 2025 and estimated that the total transaction amount for the year ending 31 December 2025 will reach RMB18.6 million; (iv) comprehensive consideration of the business scale of the transition from transportation services to logistic agency services and independent third-party logistics services; (v) as the Group aims to identify independent third-party logistics service providers with more favourable terms by 2026 to reduce, reliance on any single supplier, which targeting to pay service fees to Sany Heavy Group of not more than the annual caps set for 2026. The cap for 2027 is based on the projected amount for 2026 with a reasonable increase of about 17% for a general increase in price level and a buffer for increase in transaction volume.

Sales Agency

The proposed annual caps were determined with reference to the historical transaction amounts in particular for the nine months ended 30 September 2025, pipeline orders, and the projected sales plans in overseas regions targeting at a 35% growth in overseas sales in 2026, and a 8% general growth in 2027 for the increase in price level and a buffer.

LETTER FROM THE BOARD

2. Master Sales

The original products sales, sales and energy sales contemplated under the 2023 Products Sales Agreement, the 2023 Master Sales Agreement and the 2023 Energy Sales Agreement are grouped as “sales”, for which the Company entered into the Liang Wengen Procurement Framework Agreement with Mr. Liang and the SANYI Procurement Framework Agreement with Sany Heavy.

The major terms of the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are set out as follows:

	The Liang Wengen Procurement Framework Agreement	The SANYI Procurement Framework Agreement
Date:	20 October 2025	
Parties:	(1) The Company; and (2) Mr. Liang	(1) The Company; and (2) Sany Heavy
Subject Matter:	<i>Products sales</i> Pursuant to the Liang Wengen Procurement Framework Agreement, the Company agreed to sell or procure its subsidiaries to sell its finished products to Mr. Liang’s Group Companies for sale to end-customers. <i>Sales</i> Pursuant to the Liang Wengen Procurement Framework Agreement, the Group agreed to sell to Mr. Liang’s Group Companies raw materials which were originally sourced by the Group for its own use, parts and components and certain second-hand manufacturing equipment for the production of the products of Mr. Liang’s Group Companies.	<i>Products sales</i> Same as per the Liang Wengen Procurement Framework Agreement. <i>Sales</i> Same as per the Liang Wengen Procurement Framework Agreement.

LETTER FROM THE BOARD

The Liang Wengen Procurement Framework Agreement

Energy sales

Pursuant to the Liang Wengen Procurement Framework Agreement, (i) Mr. Liang's Group Companies shall rent certain rooftops on their premises to the Group for the purposes of setting up the photovoltaic equipment and Mr. Liang's Group Companies shall purchase from the Group photovoltaic energy to be generated by the photovoltaic equipment on the relevant rooftops of Mr. Liang's Group Companies's premises (ii) Mr. Liang's Group Companies shall purchase hydrogen energy from the Group for refueling to the hydrogen vehicle owned by Mr. Liang's Group Companies; and (iii) Mr. Liang's Group Companies shall purchase lithium-ion energy from the Group.

The SANYI Procurement Framework Agreement

Energy sales

Same as per the Liang Wengen Procurement Framework Agreement.

Term:

The relevant framework agreement shall come into effect on 20 October 2025 and expire on 31 December 2027 (both days inclusive), subject to, inter alia, the obtaining of all necessary approvals by the Company.

LETTER FROM THE BOARD

	The Liang Wengen Procurement Framework Agreement	The SANYI Procurement Framework Agreement
Pricing:	<i>Products sales</i> In order to enable the Company to take advantage of Mr. Liang's Group Companies' sales network to sell its finished products to end-customers in a large scale, and in other words, the Group just sell the finished products to end-customers through Mr. Liang's Group Companies' sales network. The prices of the finished products under the Liang Wengen Procurement Framework Agreement are determined according to the costs involved (raw material costs, labour costs and manufacturing expenses) plus the gross profit margin, ranging from 10%-40% for domestic sales and from 10%-35% for overseas sales (considering that overseas sales involve higher transportation costs). Such gross profit margin is the same as that the Group charges on Independent Third Party customers when the Group sells the finished products to them directly. In any event, the prices at which the Group sells its product(s) to Mr. Liang's Group Companies shall not be less than the price at which the Group sells the same product(s) to other distributors who are Independent Third Parties.	<i>Products sales</i> Same as per the Liang Wengen Procurement Framework Agreement. <i>Sales</i> Same as per the Liang Wengen Procurement Framework Agreement. <i>Energy sales</i> Same as per the Liang Wengen Procurement Framework Agreement.

LETTER FROM THE BOARD

The Liang Wengen Procurement Framework Agreement

The SANYI Procurement Framework Agreement

Sales

Raw materials and parts and components

The basis of determining prices of raw materials will be determined based on the arm's length negotiation and with reference to the original procurement costs of raw materials sourced by the Group or the value of the raw materials or parts and components as shown in the ERP financial software of the Group, which should be in any event no less favorable to the Group than is available to Independent Third Parties.

For those common parts and components which can be easily accessible in the market, the Group will follow the pricing as determined during the Group's commercial procurement tender process.

Second-hand manufacturing equipment

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 is a default formula set by the Group's ERP financial software following the Group's accounting policy for depreciation and valuation on equipment and also applicable to the valuation of all equipments of the Group, and should be in any event no less favorable to the Group than is available to Independent Third Parties.

Price = Original Purchase Price –
Original Purchase Price (1–3%) ×
(number of years since the equipment
was purchased by the Group/10 years)

“3%” represents the minimum residual value of equipment and “10 years” represents the maximum durable years of equipment and both of them are set according to the Group's accounting policy.

LETTER FROM THE BOARD

The Liang Wengen Procurement Framework Agreement

The SANYI Procurement Framework Agreement

Energy sales

Photovoltaic energy

The rental fees in the form of a 15% discount rate to be offered by the Group to Mr. Liang's Group Companies for the set-up of the photovoltaic equipment shall be determined with reference to the applicable market rates of similar premises in the vicinity and quotations from Independent Third Parties in the similar industry for similar premises in the vicinity.

Photovoltaic energy will be supplied at a price calculated by having the relevant volume of electricity usage multiplied by the relevant government real-time price per kWh (as adjusted from time to time), which is determined by the government authorities (including State Grid Corporation of China* (國家電網公司)) depending on the location of the premises with the rooftop installed, and with a discount rate which is a common practice in the PRC market that power stations offer discounts to customers in exchange for the set-up of photovoltaic equipment at their premises. The 15% discount rate as indicated in the Liang Wengen Procurement Framework Agreement was determined with reference to (i) the discount rates offered by other power stations to their customers that the fees for the overall consumption of the photovoltaic energy shall include a discount as rental fees for the use of the premises to set up the relevant photovoltaic equipment and (ii) market practice in the photovoltaic energy industry as at the date of the Liang Wengen Procurement Framework Agreement. The Directors confirmed that the 15% discount rate is currently in line with market practice.

LETTER FROM THE BOARD

The Liang Wengen Procurement Framework Agreement

The SANYI Procurement Framework Agreement

Hydrogen energy

Hydrogen refueling services will be charged based on the standard rate for national hydrogen fuel demonstration city clusters, currently set at RMB35 per kilogram.

Lithium-ion energy

Upon completion of the energy storage station for lithium-ion energy, profit will be generated through arbitrage between peak and off-peak electricity prices. Such profits shall be allocated based on a ration no less than 2: 8 with Mr. Liang's Group Companies. The applicable electricity rate when the station supplies electricity will correspond to the time-of-use (TOU) power tariff at which the local park purchases electricity from the State Grid Corporation of China during the same period. TOU electricity pricing references include (i) the agency electricity tariff of the State Grid Corporation of China; and (ii) the electricity cost standards verified by the local power supply authority where the energy storage station is located.

LETTER FROM THE BOARD

	The Liang Wengen Procurement Framework Agreement	The SANYI Procurement Framework Agreement
Payment:	<i>Products sales</i> The price of any products being sold shall be paid by telegraphic transfer within three months after delivery and the relevant products having passed the inspection by Mr. Liang's Group Companies. <i>Sales</i> 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. <i>Energy sales</i> Monthly invoices shall be issued by the Company to Mr. Liang's Group Companies for the payment for the electricity, which will be settled by telegraphic transfer or cash within fifteen (15) days upon receipt of the invoice by Mr. Liang's Group Companies.	<i>Products sales</i> Same as per the Liang Wengen Procurement Framework Agreement. <i>Sales</i> Same as per the Liang Wengen Procurement Framework Agreement. <i>Energy sales</i> Same as per the Liang Wengen Procurement Framework Agreement.

LETTER FROM THE BOARD

	The Liang Wengen Procurement Framework Agreement	The SANYI Procurement Framework Agreement
Historical transaction amounts:	<i>Products sales:</i>	<i>Products sales:</i>
	Year ended 31 December 2023: RMB481,067,000	Year ended 31 December 2023: RMB3,251,816,000
	Year ended 31 December 2024: RMB790,742,000	Year ended 31 December 2024: RMB2,514,141,000
	Nine months ended 30 September 2025: RMB1,291,860,778	Nine months ended 30 September 2025: RMB2,419,764,782
	<i>Sales:</i>	<i>Sales:</i>
	Year ended 31 December 2023: RMB6,923,000	Year ended 31 December 2023: RMB18,858,000
	Year ended 31 December 2024: RMB8,855,000	Year ended 31 December 2024: RMB34,346,000
	Nine months ended 30 September 2025: RMB44,935,193	Nine months ended 30 September 2025: RMB20,376,318
	<i>Energy sales:</i>	
	— Leasing rooftop spaces	
	Year ended 31 December 2023: RMB Nil	
	Year ended 31 December 2024: RMB1,469,000	
	Nine months ended 30 September 2025: RMB2,244,792	

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The Liang Wengen Procurement Framework Agreement

- Sales of photovoltaic energy, hydrogen energy, and lithium battery energy
- Year ended 31 December 2023:
RMB Nil
- Year ended 31 December 2024:
RMB9,790,000
- Nine months ended
30 September 2025:
RMB13,000,119

The SANYI Procurement Framework Agreement

- Energy sales:*
- Leasing rooftop spaces
- Year ended 31 December 2023:
RMB Nil
- Year ended 31 December 2024:
RMB3,562,000
- Nine months ended
30 September 2025: RMB4,212,196
- Sales of photovoltaic energy, hydrogen energy, and lithium battery energy
- Year ended 31 December 2023:
RMB Nil
- Year ended 31 December 2024:
RMB23,750,000
- Nine months ended
30 September 2025:
RMB38,264,691

Proposed annual caps:

	For the year ending 31 December				For the year ending 31 December		
	2025	2026	2027		2025	2026	2027
	(RMB)	(RMB)	(RMB)		(RMB)	(RMB)	(RMB)
Products sales	2,007,340,000	3,316,046,000	4,659,637,200	Products sales	3,941,640,000	4,604,827,823	5,604,036,296
Sales	68,944,100	16,691,844	15,498,870	Sales	56,920,359	53,070,802	60,693,972
Energy sales				Energy sales			
— leasing rooftop spaces	2,991,000	—	—	— leasing rooftop spaces	8,635,005	11,254,437	11,254,437
— sales of photovoltaic energy, hydrogen energy, and lithium battery energy	32,653,033	33,457,000	32,558,720	— sales of photovoltaic energy, hydrogen energy, and lithium battery energy	90,435,700	157,329,581	154,589,581

LETTER FROM THE BOARD

The Liang Wengen Procurement Framework Agreement

Basis of determining the proposed annual cap:

Products sales

The proposed annual cap was arrived at based on the historical transaction amount, the orders received by the Group to-date, the orders under negotiation, the scheduled deliveries, the business plan of the Group and the expected demand of the products by end-customers, and the 2024 Acquisitions.

Following the completion of the 2024 Acquisition, Sany Lithium Energy became a subsidiary of the Group. Mr. Liang's Group Companies is mainly engaged in the production of pure electric heavy-duty trucks, and its procurement demand for the Group's power batteries is expected to increase by approximately RMB1.7 billion million in 2026 (compared with 2025) and by another approximately RMB1.4 billion million in 2027 (compared with 2026). This business constitutes the main reason for the increase in the proposed annual cap for the Company's product sales. The Company originally estimated that the upper limit of the demand quota under product sales would be RMB7.18 billion, including the original annual cap of RMB4.39 billion for the year ending 31 December 2025 and additional demand of RMB2.79 billion generated by Sany Lithium Energy. To reduce the scale of revenue-related connected transactions in 2025, the Company has implemented strict connected transaction control measures. It is expected that these measures will lead to a decrease of RMB1.23 billion in transaction amounts across other business segments of the Company, such as logistic equipment business, oil and gas equipment business, as well as solar modules, hydrogen production equipment and other related services in the emerging industry equipment business. Consequently, the overall demand quota under product sales for 2025 will be RMB5.95 billion. Among this, under the Liang Wengen Procurement Framework Agreement, the demand of Sany Lithium Energy from 2025 to 2027 is approximately RMB1.61 billion, RMB3.23 billion, and RMB4.66 billion respectively.

The SANYI Procurement Framework Agreement

Products sales

The proposed annual caps were determined based on historical transaction amounts, orders received by the Group to-date, the orders under negotiation, the scheduled deliveries, the business plan of the Group, the expected demand of the products by end-customers, and the 2024 acquisition.

Following the completion of the 2024 Acquisition, Sany Lithium Energy became a subsidiary of the Group. Sany Heavy Group is mainly engaged in the production of pure electric construction machinery, and its procurement demand for the Group's power batteries is expected to increase by RMB500 million in 2026 (compared with 2025) and by another RMB500 million in 2027 (compared with 2026). This business constitutes the main reason for the increase in the proposed annual cap for the Company's product sales.

The Company originally estimated that the upper limit of the demand quota under product sales would be RMB7.18 billion, including the original annual cap of RMB4.39 billion for the year ending 31 December 2025 and additional demand of RMB2.79 billion generated by Sany Lithium Energy. To reduce the scale of revenue-related connected transactions in 2025, the Company has implemented strict connected transaction control measures. It is expected that these measures will lead to a decrease of RMB1.23 billion in transaction amounts across other business segments of the Company, such as logistic equipment business, oil and gas equipment business, as well as solar modules, hydrogen production equipment and other related services in the emerging industry equipment business. Consequently, the overall demand quota under product sales for 2025 will be RMB5.95 billion. Among this, under the SANYI Procurement Framework Agreement, the demand of Sany Lithium Energy from 2025 to 2027 is approximately RMB650 million, RMB1.4 billion, and RMB2.02 billion respectively.

Sales

The proposed annual caps were determined by reference to (i) the historical transaction amounts and the historical growth rate of the transactions amount about 30.6% from 2023 to the nine months ended 30 September 2025; (ii) expected sales orders for new products to be introduced in the fourth quarter of 2025; (iii) business adjustment to suspend sales of certain products in 2026; and (iv) a general business growth rate of 14.5% in 2027 as compared with that for 2026 as a general price increase and a buffer.

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The Liang Wengen Procurement Framework Agreement

The SANYI Procurement Framework Agreement

Energy sales

The proposed annual caps were determined based on the expected sales growth of different energy types, fluctuations in the demand from actual energy users and the increase in lithium-ion energy sales following the 2024 acquisition. (i) Regarding the Company's photovoltaic energy sales, photovoltaic power generation facilities generally start construction at the beginning of the year, but the cycle for completing the connection procedures and grid access formalities after completion is relatively long. As a result, the time when power generation facilities can generate revenue from power generation after completing all formalities is generally in the third and fourth quarters. However, once power generation of the photovoltaic facility commences, the power output will be relatively stable, and the general energy sales revenue is related to the number of photovoltaic power generation facilities and the unit price of energy; (ii) Regarding the Company's hydrogen energy sales, this energy sales business has also begun to make progress. Although Sany Hydrogen Energy was acquired in 2023, it remained in the early R&D stage throughout 2024, resulting in limited revenue generation. As this business enters the commercial operation stage in 2025, it is expected to start stable hydrogen energy sales in the second half of 2025; (iii) Regarding the Company's lithium-ion energy sales, it mainly consists of replaceable lithium-ion energy sales and energy storage lithium-ion energy sales. Actual energy users' pure electric vehicles need to purchase replaceable lithium-ion battery energy from the Group. This part of the business will fluctuate correspondingly with the number and usage frequency of the pure electric vehicles they hold. It is expected that Sany Heavy Group will purchase this type of energy in the amounts of RMB33 million, RMB81 million, and RMB78 million from 2025 to 2027 respectively. Meanwhile, the sales of energy storage lithium-ion energy mainly refer to the number of operational energy storage power stations, and the Group plans to construct 30 energy storage power stations throughout 2025.

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The Liang Wengen Procurement Framework Agreement

The SANYI Procurement Framework Agreement

Sales

The annual caps for each of the three financial years ending 31 December 2027 were determined by reference to (i) the historical transaction amounts, in particular the transaction amount for the nine-months ended 30 September 2025; and (ii) a business adjustment to cease certain business lines after selling all its inventories in 2026, and 2027.

Energy sales

The proposed annual caps were determined based on the expected sales growth of different energy types, fluctuations in the demand from actual energy users and the increase in lithium-ion energy sales following the 2024 acquisition. (i) Regarding the Company's photovoltaic energy sales, photovoltaic power generation facilities generally start construction at the beginning of the year, but the cycle for completing the connection procedures and grid access formalities after completion is relatively long. As a result, the time when power generation facilities can generate revenue from power generation after completing all formalities is generally in the third and fourth quarters. However, once power generation of the photovoltaic facility commences, the power output will be relatively stable, and the general energy sales revenue is related to the number of photovoltaic power generation facilities and the unit price of energy. Based on the understanding of the Company, Mr. Liang's Group Companies anticipate that the Independent Third Party electricity prices in the operational regions where they currently procure photovoltaic energy from the Group may be lower than the price of the photovoltaic energy supplied by the Group, as such, Mr. Liang's Group Companies may cease to purchase photovoltaic energy from the Group. Due to fluctuations in electricity prices across different regions and time periods, if there be any change in the market conditions, Mr. Liang's Group Companies may consider purchasing photovoltaic energy from the Group again in the future. Any resumption of such transactions will be conducted in full compliance with the Listing Rules; (ii) Regarding the Company's hydrogen energy sales, this energy sales business has also begun to make progress. Although Sany Hydrogen Energy was acquired in 2023, it remained in the early R&D stage throughout 2024, resulting in limited revenue generation. As this business enters the commercial operation stage in 2025, it is expected to start stable hydrogen energy sales in the second half of 2025; (iii) Regarding the Company's lithium-ion energy sales, it mainly consists the sales of energy storage lithium-ion energy, which mainly refer to the number of operational energy storage power stations, and the Group plans to construct 30 energy storage power stations throughout 2025.

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The parts and components and machinery and second-hand manufacturing equipment to be purchased by the Group under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement are different and do not overlap with each other.

3. Master Guarantee

The original equipment sales and leasing contemplated under the 2023 Equipment Sales and Leasing Framework Agreement is renamed as “guarantee”. As the Group has only transacted with the Sany Heavy Group in respect of the original equipment sales and leasing, the Company entered into the SANYI Guarantee Framework Agreement with Sany Heavy only.

The major terms of the SANYI Guarantee Framework Agreement are set out as follows:

Date: 20 October 2025

Parties: (1) The Company; and
(2) Sany Heavy

Subject Matter: Pursuant to the SANYI Guarantee Framework Agreement, the parts and equipment manufactured by the Group such as mining equipment, logistic equipment, energy equipment, lithium battery energy storage products and relevant ancillary parts shall either be sold to the Sany Heavy Group for leasing to the Lessees or to the Lessees which shall then be on-sold to the Sany Heavy Group for leasing back to the Lessees.

The Group, as seller of the parts and equipment, would provide a financial guarantee in favour of the Lessees in respect of the parts and equipment to guarantee their performance under the Financial Lease and Guarantee Agreements. If the Lessees breach the terms as set out in the Financial Lease and Guarantee Agreements, the Group will be required to settle the payment for and on behalf of the Lessees or to repurchase the parts and equipment in accordance with the Financial Lease and Guarantee Agreements.

Term: The SANYI Guarantee Framework Agreement shall come into effect on 20 October 2025 and expire on 31 December 2027 (both days inclusive), subject to, inter alia, the obtaining of all necessary approvals by the Company.

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Pricing:

The terms under the Sale and Purchase Agreements, the Financial Lease and Guarantee Agreements shall conform to the principles and provisions set out in the SANYI Guarantee Framework Agreement, and shall be agreed between the parties after arm's length negotiations on normal commercial terms.

The parties to the SANYI Guarantee Framework Agreement have agreed that the parts and equipment to be sold shall be at the prices which are determined according to the costs involved (i.e. research and development costs, raw material costs, labour costs and manufacturing expenses) plus the gross profit margin ranging from 10% to 40%, which shall in any event be no less favourable to the Group than terms available to Independent Third Parties. The range of the gross profit margin for the parts and equipment is determined based on previous transactions conducted by the Group with Independent Third Parties, which is in line with the prevailing market practice. The minimum gross profit margin of 10% is a target fixed by the Group while the maximum gross profit margin of 40% is generally consistent with market practice. The gross profit margin ranges from 10% to 40% as it depends on the type of parts and equipment manufactured by the Group, which includes mining equipment, logistic equipment, energy equipment, lithium battery energy storage products and relevant ancillary parts. If a Lessee breaches the terms as set out in the Financial Lease and Guarantee Agreement, the Group shall settle the outstanding lease payment on behalf of the Lessee or repurchase the parts and equipment on normal commercial terms, which shall be no less favorable to the Group than terms available to Independent Third Parties.

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Historical transaction
amounts:

— Sales of parts and equipment

Year ended 31 December 2023: RMB2,729,175,000

Year ended 31 December 2024: RMB1,465,548,000

Nine months ended 30 September 2025:
RMB1,176,377,026

— Financial guarantee and repurchase of parts and
equipment

Year ended 31 December 2023: RMB2,266,356,000

Year ended 31 December 2024: RMB1,244,867,000

Nine months ended 30 September 2025:
RMB1,024,355,202

Proposed annual caps:

	For the year ending 31 December		
	2025	2026	2027
	(RMB)	(RMB)	(RMB)
Sales of parts and equipment	2,301,004,602	2,968,429,624	3,527,115,549
Financial guarantee and repurchase of parts and equipment	2,070,904,142	2,662,660,380	3,160,692,456

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Basis of determining the proposed annual cap:

The proposed annual caps were arrived based on:

- (i) historical transaction amounts;
- (ii) the orders under negotiation and the product sales plan at the prevailing market price of the parts and equipment, and the expected transaction scale which similar guarantee are required;
- (iii) the average loan ratio of the sales of parts and equipment of 90% (for the financial guarantee and the repurchase of parts and equipment); and
- (iv) current intention of the customers of changing from using instalment payment model directly with the Group to using finance lease services with the Sany Heavy Group, which would help to speed up the cash collection process of the Group.

Since the 2024 Acquisition, Sany Lithium Energy generated additional supply of parts and equipment which include lithium battery energy storage products and relevant ancillary parts for the sales and financial leasing business, resulting in an expected increase in the sales of parts and equipment under the SANYI Guarantee Framework Agreement. In addition, the 2024 Acquisition is part of the Group's strategy to expand into new energy businesses which will increase demand in this area.

REASONS AND BENEFITS

The reasons and benefits of the entering into the relevant framework agreements for the 2025 Non-Exempted Transactions are set out as follows:

The Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement

Purchase

The Directors consider that it is crucial for the Group to maintain the stability in supply and quality of the parts and components, machinery and second-hand manufacturing equipment for its existing and future production needs. Mr. Liang's Group Companies and the Sany Heavy Group are familiar with the Group's specifications, standards and requirements and the Group is confident on the quality of the parts and components, machinery and second-hand manufacturing equipment supplied by Mr. Liang's Group Companies and the Sany Heavy Group. In view of the Group's past purchasing experience with Mr. Liang's Group Companies and the Sany

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Heavy Group, the Directors are of the view that Mr. Liang's Group Companies and the Sany Heavy Group can effectively fulfill the Group's high requirement in supply stability as well as product quality. In addition, Mr. Liang's Group Companies and the Sany Heavy Group have provided the Group with more favorable terms such as flexible and timely delivery schedule of the parts and components, machinery and second-hand manufacturing equipment purchased by the Group. At the same time, purchasing machinery which the Group is unable to produce from Mr. Liang's Group Companies and the Sany Heavy Group and selling such products to the Group's customers will help the Group to increase its revenue. The entering into of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement would enable the Group to keep up with its business plans and the anticipated increase in sales orders of the Group and to continue these transactions in compliance with the Listing Rules. Moreover, since the 2024 Acquisition, Sany Lithium Energy has increased the demand for parts and components, machinery and second-hand manufacturing equipment by nearly RMB600 million, with the remaining growth in demand as expected.

Transportation and logistic agency services

The Sany Heavy Group has extensive experience in logistics services for the major business of the Group. As it is familiar with the Group's requirements and could offer competitive prices to the Group, The Sany Heavy Group has been providing logistics services to the Group since 2011. Since Sany Heavy Group has determined to change its business focus from the provision of logistics services to the provision of logistics agency services commencing from year 2023, the Group has gradually increased the scale of logistics agency services with Sany Logistics while reducing the scale of material services. This not only lowers the Group's annual connected transaction cap but also aligns with the business transformation direction of Sany Logistics.

In view of the above and the internal control procedures in place in order to ensure that the transactions conducted under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement will be on terms no more/less (as the case may be) favorable to the Group than terms offered to/by (as the case may be) Independent Third Parties, details of which are disclosed under the section headed "INTERNAL CONTROL PROCEDURES" of this circular, the Board considered that the terms of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement and the transactions contemplated under are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

Sales agency

The sales agency model is mainly adopted for overseas regions where the end-customers are in a less centralized location. The Group can take advantage of the strong overseas sales network of Mr. Liang's Group Companies and the Sany Heavy Group to procure the end-customers and then expand the relevant market gradually,

which would be much more commercially efficient than the Group seeking and coordinating with the customers one by one directly. Therefore, it is reasonable for Mr. Liang's Group Companies and the Sany Heavy Group to charge certain agency fees. The entering into of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement would enable the Group to keep up with the anticipated increase in sales in overseas market and to continue these transactions in compliance with the Listing Rules.

The Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement

Products sales

By selling the Group's products to Mr. Liang's Group Companies and the Sany Heavy Group, which will then be sold to end-customers in a large scale by it, the Group can take advantage of the domestic and overseas sales network and sales experiences of Mr. Liang's Group Companies and the Sany Heavy Group to enhance the Group's sales. As competition in the international market becomes increasingly fierce, the Group has achieved product sales in Europe, the United States and other countries by leveraging the international sales platform of Mr. Liang's Group Companies and the Sany Heavy Group, which will help the Group sell products to its end customers without the Group having to incur additional costs.

Sales

Mr. Liang's Group Companies and the Sany Heavy Group are principally engaged in, among others, the manufacture and distribution of engineering machineries for construction purposes while the Group's raw material or spare parts and components inventories can be used in manufacturing of engineering machinery products. By selling the redundant stocks of the Group to Mr. Liang's Group Companies and the Sany Heavy Group, the Group can enhance its inventory flexibility. In addition, the Group will sell the relevant raw material to Mr. Liang's Group Companies and the Sany Heavy Group at prices which should be in any event no less favorable to the Group than is available to Independent Third Parties.

The Group currently expects that it will have certain amount of redundant second-hand manufacturing equipment because (i) part of the manufacturing lines will cease to be used as the production process of the Company is adjusted; and (ii) the relocation of part of the manufacturing lines of the Company has resulted in further excess second-hand manufacturing equipment whilst the redundant second-hand manufacturing equipment can be re-utilized by Mr. Liang's Group Companies and the Sany Heavy Group for their manufacturing. The Company will sell such second-hand manufacturing equipment in order to streamline its own manufacturing resources and the proceeds from the sales will be accounted to the working capital of the Group. In addition, the Group will sell the relevant second-hand manufacturing equipment to Mr. Liang's Group Companies and the Sany Heavy Group at prices which should be in any event no less favorable to the Group than are available to Independent Third Parties.

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Energy sales

The sales of the lithium-ion energy is a new business of unit of the Group following the acquisition of Sany Lithium Energy and its subsidiaries. Through entering into the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, the lithium-ion energy business unit of the Group can enter into the lithium-ion energy market, conduct market-oriented testing and begin generating revenue for the Company.

In light of the above and the internal control procedures in place in order to ensure the transactions conducted under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be on terms no more/less (as the case may be) favorable to the Group than terms offered to/by (as the case may be) Independent Third Parties, the details of which are disclosed under the section headed “INTERNAL CONTROL MEASURES” of this circular, the Board considers that the terms of the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement and the transactions contemplated thereunder are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

The SANYI Guarantee Framework Agreement

The principal business of the Group is sale and manufacture of machineries and equipment including but not limited to mining machineries, logistics equipment and other machineries. In line with usual market practice, the Group has been providing financial guarantees to banks or independent finance leasing companies in respect of the products sold to end-user customers since 2005.

The Sany Heavy Group has extensive industry experience in the finance leasing business. They have maintained a long-term business relationship with the Group and have in-depth understanding of the Group's operations. The entering into of the SANYI Guarantee Framework Agreement would enable the Group to facilitate its sales to Independent Third Party customers, and monitor the repayment progress of these customers together with the Sany Heavy Group and take appropriate actions more efficiently and effectively in order to minimize the default risks associated with the leasing of the parts and equipment.

The entering into of the SANYI Guarantee Framework Agreement was mainly due to the demand brought by business growth, and energy storage business and power battery sales business of Sany Lithium Energy which also generated demand for financial leasing business.

Having considered that: (i) the Group would be able to generate sales under the SANYI Guarantee Framework Agreement; (ii) the terms under the SANYI Guarantee Framework Agreement are no less favourable to the Group than the terms offered by banks or other finance leasing companies; (iii) it is a usual market practice for equipment manufacturers to provide similar financial guarantee in favour of end-user

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customers in connection with the sale of equipment; and (iv) the Company has the internal control procedures in place to ensure the transactions conducted under the SANYI Guarantee Framework Agreement will be on terms not more favourable to the Sany Heavy Group than those offered to Independent Third Parties, the details of which are disclosed under the section headed “INTERNAL CONTROL MEASURES” of this circular, the Board considers that the terms of the SANYI Guarantee Framework Agreement and the transactions contemplated thereunder are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

IMPLICATION UNDER THE LISTING RULES

As at the Latest Practicable Date, Mr. Liang, who is a controlling shareholder of the Company and is entitled to exercise or control the exercise of approximately 64.99% voting rights in the ordinary share capital of the Company and indirectly holds 479,781,034 Convertible Preference Shares which represent approximately 12.93% issued share capital of the Company (as enlarged) upon full conversion.

As at the Latest Practicable Date, Sany Group, Mr. Liang, Mr. Tang Xiuguo, Mr. Xiang Wenbo, Mr. Mao Zhongwu, Mr. Yuan Jinhua, Mr. Yi Xiaogang, Mr. Zhou Fugui and Beijing Sany Heavy Machinery Co. Ltd.* (北京市三一重機有限公司) are, among others, members of the controlling shareholder group of Sany Heavy holding approximately 33.73% of the issued share capital of Sany Heavy.

Accordingly, each of Mr. Liang and Sany Heavy is a connected person of the Company and the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements, and the transactions contemplated thereunder are connected transactions for the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the highest annual cap under the 2025 Non-Exempted Transactions are more than 5%, the 2025 Non-Exempted Transactions and the transactions contemplated thereunder (including the proposed annual cap) are subject to the reporting, announcement and Independent Shareholders’ approval requirements under Chapter 14A of the Listing Rules.

INTERNAL CONTROL PROCEDURES

To ensure that the terms of the continuing connected transactions of the Group are on normal commercial terms and on terms no less favorable to the Group than terms offered by Independent Third Parties, the Group has adopted various internal control measures for

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the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements. Details of which in respect of the relevant framework agreement for the 2025 Non-Exempted Transactions are as follows:

1. Master Procurement

For transportation, logistic services agency and sales agency

The relevant department shall determine the price or service fee based on the respective pricing principle under the relevant framework agreement, and with reference to two similar transactions conducted between the Group and Independent Third Parties (to the extent available) to ensure that the terms offered to/by (as the case may be) Mr. Liang's Group Companies and/or the Sany Heavy Group (as the case may be) shall not be more/less (as the case may be) favourable to the Group than terms offered to/by (as the case may be) Independent Third Parties or, if such transactions are not available, comparable transactions for similar services provided by other suppliers who are Independent Third Parties.

The terms are subject to further review and approval by the head of sales and marketing department prior to the signing and execution of the relevant agreement(s).

For purchase

The basis of determining the prices of the products to be purchased by the Group under the SANYI Sales Framework Agreement and the Liang Wengen Sales Framework Agreement will be in accordance with the prevailing market prices of similar products and based on the following principles:

- (i) with reference to two comparable transactions conducted between the Group and Independent Third Parties (to the extent available) or if such transactions are not available, comparable transactions conducted by other suppliers who are Independent Third Parties, taking into account the price, quality and other terms (such as payment terms, credit terms and after-sales services); and
- (ii) where the prevailing market price above is unavailable, such as for products tailor-made for the Group manufactured by Mr. Liang's Group Companies and/or the Sany Heavy Group due to confidentiality of certain technical information, which the Group cannot seek other market prices for reference, the basis of determining prices of the parts and components and machinery produced by Mr. Liang's Group Companies and/or the Sany Heavy Group will be determined on arm's length negotiation and with reference to the manufacturing costs involved in the relevant part and component and machinery plus a gross margin ranging from 10% to 30%, with reference to the usual gross margin of the Group's procurement of other similar products from

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Independent Third Parties, which should be in any event no less favourable to the Group than terms offered by Independent Third Parties. In order to determine the gross margin of the products, including parts and components and machinery, the Company maintains a cost engineer in charge of the Group's procurement costs (the Group requires that such cost engineer should at least have three years of working experience in procurement department in the Group) to (1) collect two quotations obtained from Independent Third Parties (to the extent available) and (2) conduct industry researches and price quotations on a regular basis to obtain the latest industry standard, market price and breakdowns of costs of different kinds of products including but not limited to the similar parts and components and machinery in order to get a full picture of the gross margin charged on relevant products in the market as the Group's database. When the Company determines the prices of the parts and components and machinery to be produced by Mr. Liang's Group Companies and/or the Sany Heavy Group, the cost engineer would provide advice on the suggested gross margin with reference to that of the similar parts and components and machinery taking into account the usual gross margin of the Group's similar procurement from Independent Third Parties and the market conditions at the time of conducting the relevant transaction. Based on the current database of the Group, the gross profit margin charged on the similar parts and components and machinery with similar costs structure ranges from 10%-30%.

Different review process will be applied to determine the supplier and the procurement price based on whether the comparable products with prevailing market price are available.

Products purchased under the SANYI Sales Framework Agreement and the 2025 Liang Wengen Sales Framework Agreement must be on normal commercial terms and on terms no less favourable to the Group than those offered by Independent Third Parties.

For the comparable products with prevailing market prices are available, the Group shall go through a tender process to determine the supplier. During the tender, the Company shall obtain quotations from at least three suppliers which are Independent Third Parties during the tender process. After the two stages of tender process including reviewing the bidding documents and prices by the Group's commercial tender committee (商業評標委員會) and the technical tender committee (技術評標委員會) and negotiating with each tenderer on prices, products' quality, delivery time and payment conditions offered by them, the tenderer offering the most favourable prices, products' quality, delivery time and payment conditions wins the tender. For those products that no prevailing market price is available, the cost engineer who is in charge of the Group's procurement costs shall determine the procurement prices in accordance with the mechanism set out under sub-paragraph headed "1. Master Procurement — For purchase" of

this circular for further review and approval by the director of commercial department (商務部), general manager and chairman of the Group. As the Group's cost engineer is an experienced procurement team member, and the pricing of these non-standardize products have taken into account the gross margin charged for similar parts and components and machinery with similar cost structure based on his research/price quotes obtained in the market, the Company believes that these procedures shall ensure the terms determined by the cost engineer are on terms which are not less favorable to the Group than terms offered by Independent Third Parties.

2. Master Sales

For product sales and sales

The internal control procedures for product sales and sales are the same as those described in the sub-paragraph headed "1. Master Procurement — For transportation, logistic services agency and sales agency" above.

In addition, based on the products' level of standardization and the technologies used, different review process will be applied to determine the sales prices of the products: For standard products such as roadheader, wide-bodied vehicle and mining vehicle, the sales and marketing department (營銷部) shall determine the sales price which shall not be less favourable to the Group than terms offered to Independent Third Party customers. For further review and approval by the director of sales and marketing department (營銷部) and general manager of the Group.

For non-standard products such as hydraulic support and scraper, the technical personnel and the finance department (財務部) shall check the products' costs first before the sales and marketing department (營銷部) determines the sales prices which shall not be less favourable to the Group than terms offered to Independent Third Party customers. For further review and approval by the director of sales and marketing department (營銷部) and general manager of the Group.

For energy sales

In order to ensure that the terms relating to energy sales under each of the SANYI Procurement Framework Agreement and the Liang Wengen Procurement Framework Agreement are fair and reasonable, and that the rental fees of the rooftop payable by the Group and the photovoltaic energy, hydrogen energy and lithium-ion energy unit prices offered to Mr. Liang's Group Companies are in line with the terms commonly offered in the prevailing market and not less favourable to the Group than those prices offered to or by other Independent Third Parties, the relevant personnel of the Group will conduct regular checks to review and assess whether the transaction contemplated under the SANYI Procurement Framework Agreement and the Liang Wengen Procurement Framework Agreement is conducted in accordance with the terms relating to energy sales

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thereunder and will also regularly update and make reference to the (i) rental fees payable by other photovoltaic energy suppliers of similar scale; (ii) relevant government prescribed price of photovoltaic energy, hydrogen energy and lithium-ion energy; (iii) discount rates offered by other power suppliers to their customers; and (iv) discount rates offered by the Group to other Independent Third Party customers (if available). The Company will obtain comparable transactions for references under (i), (iii) and (iv) if available.

3. Master Guarantee

In order to ensure that the terms under each individual Sale and Purchase Agreement, the Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement are on normal commercial terms and are not less favourable to the Group than those offered by Independent Third Parties, the Group will adopt the following measures:

(i) Sale and Purchase Agreement

In relation to the sale of the parts and equipment under the Sale and Purchase Agreement, the technical personnel and the finance department shall gather information regarding the product cost and pass on such information to the sales and marketing department which shall then determine the selling price based on the pricing principle set out the paragraph headed “2025 NON-EXEMPTED TRANSACTIONS — 3. Master Guarantee” of this circular, and with reference to similar transactions conducted between the Group and Independent Third Party customers to ensure that the terms offered to Mr. Liang’s Group Companies and/or the Sany Heavy Group (as the case may be) shall not be more favourable to Mr. Liang’s Group Companies and/or the Sany Heavy Group, respectively, than terms offered to Independent Third Party customers.

The terms are subject to further review and approval by the head of sales and marketing department prior to the signing and execution of the relevant agreement(s).

(ii) Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement

In relation to the Financial Lease and Guarantee Agreement and the Fixed Asset Financing Agreement, the credit control department will obtain at least two quotations from Independent Third Party banks or finance leasing companies and compare the terms with those offered under the Financial Lease and Guarantee Agreement and/or the Fixed Asset Financing Agreement (including but not limited to the duration of the lease, interest rates, repurchase conditions and price etc.) to ensure that the terms offered under the Financial Lease and Guarantee Agreement and/or the Fixed Asset Financing Agreement are not less favourable to the Group than terms offered by Independent Third Party banks or finance leasing companies. The Group will only enter into an agreement with Mr. Liang’s

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Group Companies and/or the Sany Heavy Group if terms offered by them are not less favourable to the Group than terms offered by other Independent Third Party banks or finance leasing companies.

In order to better safeguard the interests of the Shareholders under the SANYI Guarantee Framework Agreement, the Group has a credit control department comprising 12 experienced lawyers and payment collection specialists. Before signing and execution of any Sale and Purchase Agreement, Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement, the credit control department shall be satisfied with the results from the credit assessment of the Lessees and the head of marketing department and chief financial officer shall review and approve the terms under the Sale and Purchase Agreement, Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement.

The credit control department shall perform due diligence and a credit assessment on Lessees under the relevant Sale and Purchase Agreement, Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement in accordance with the Group's internal credit investigation and guarantee policy, among others, on the financial status, credit history, repayment capabilities, business operation and future prospect of the Lessees so as to control default risk by ensuring that the Lessees have good credit standings. To further protect the Group's interest, the Group would also require each Lessee to provide a guarantor who has sufficient assets to guarantee its performance obligation under the Financial Lease and Guarantee Agreement and Fixed Asset Financing Agreement.

General Internal Control Procedures

As an ongoing monitoring policy, the Group has the following general internal control procedures to ensure all the continuing connected transactions are conducted in accordance with the requirements under Chapter 14A of the Listing Rules:

- (i) the Group's financial department has a designated employee to monitor related transactions conducted under each of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements. No further transaction will be conducted in excess of the annual cap, and transactions will only resume after the Group has complied with all relevant requirements under Chapter 14A of the Listing Rules in relation to the revised annual cap;
- (ii) the internal audit department of the Group will conduct regular checks to review at least twice a year and assess whether the transactions under each of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements have been conducted in accordance with the terms of the relevant agreements and on normal commercial terms. Any exception

LETTER FROM THE BOARD

cases identified would be further investigated and reported to the executive Directors and the chief executive officer in order to take appropriate actions;

- (iii) the independent non-executive Directors will conduct an annual review of the transactions under each of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements to ensure that the Group has complied with its internal approval procedures, terms of the respective agreement and the relevant Listing Rules; and
- (iv) the Company will engage external auditors to conduct annual review of transactions under the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements.

The abovementioned internal control procedures and pricing policies are substantially the same with those disclosed in the Announcements and the Circulars. For the avoidance of doubt, the Restructuring of CCTs does not have any impact on the existing internal control procedures and pricing policies currently adopted by the Company.

Based on the results of the checks and review conducted by the internal audit department of the Group, external auditors and the independent non-executive Directors so far, there was no indication suggesting that the continuing connected transactions conducted by the Group: (i) were not on normal commercial terms; (ii) were not on terms less favorable to the Group than those offered by the Independent Third Parties; and (iii) were not adhered to the internal control procedures put in place for complying with the requirements under the Listing Rules.

The Board considers that the internal control procedures and pricing policies adopted for the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements are effective to ensure that the transactions contemplated under the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements will be conducted on normal commercial terms and not prejudicial to the interest of the Company and the Shareholders as a whole.

GENERAL

Mr. Liang Zaizhong, being the son of Mr. Liang, has abstained from voting on the Board resolutions approving each of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements due to conflict of interests.

As Mr. Tang Xiuguo and Mr. Xiang Wenbo, each a non-executive Director, also have interests in Sany Group and Sany Heavy, they have also abstained from voting on the relevant Board resolutions approving each of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements.

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Save as disclosed above, none of the Directors has a material interest in the transactions contemplated under the 2025 Liang Wengen Agreements and/or the 2025 Sany Heavy Agreements and is therefore required to abstain from attending the Board meeting and/or voting on the Board resolutions approving the entering into of the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements, and the transactions contemplated thereunder.

INFORMATION ABOUT THE COMPANY AND THE GROUP

The Company and the Group

The Company is an investment holding company and its subsidiaries are principally engaged in the design, manufacture and sales of mining equipment, logistics equipment, oil and gas equipment and emerging industry equipment products and spare parts and the provision of related services.

Mr. Liang and Sany Group

Sany Group is principally engaged in high-tech industries, manufacture of automobile, cultural and educational industries, real estate industries, research and development of new materials and biotechnology and other related businesses. As at the Latest Practicable Date, Sany Group is held as to 56.74% by Mr. Liang, 8.75% by Mr. Tang Xiuguo (a non-executive Director), 3.5% by Mr. Zhou Fugui (an executive Director), 8% by Mr. Xiang Wenbo (a non-executive Director), 8% by Mr. Mao Zhongwu, 0.5% by Mr. Liang Linhe (nephew of Mr. Liang), and 9 shareholders who are Independent Third Parties each of them holding less than 5.00% of equity interest of Sany Group.

The Sany Heavy Group

Sany Heavy is a joint stock company established in the PRC with limited liability, the A shares of which have been listed on the Shanghai Stock Exchange (stock code: 600031) and the H shares of which have been listed on the Stock Exchange (stock code: 06031). The Sany Heavy Group is principally engaged in the construction machinery business. As at the Latest Practicable Date, Sany Group, Mr. Liang Wengen, Mr. Tang Xiuguo, Mr. Xiang Wenbo, Mr. Mao Zhongwu, Mr. Yuan Jinhua, Mr. Yi Xiaogang, Mr. Zhou Fugui and Beijing Sany Machinery are, among others, members of the controlling shareholder group of Sany Heavy holding approximately 33.73% of the issued share capital of Sany Heavy.

EXTRAORDINARY GENERAL MEETING

The EGM will be convened and held at Conference Room 103, Research and Development Building, Sany Heavy Equipment Co., Ltd., No. 25, 16 Kaifa Road, Shenyang Economic of Technological Development Zone, Shenyang, Liaoning Province, PRC at 10:00 a.m. on Friday, 28 November 2025, at which ordinary resolutions will be proposed for the Independent Shareholders to consider, and, if thought fit, to approve the 2025 Non-Exempted Transactions.

LETTER FROM THE BOARD

Any Shareholders with a material interest in any of the 2025 Non-Exempted Transactions or the transactions as contemplated thereunder or their respective associates shall abstain from voting at the EGM. The relevant interested Shareholders, namely, Sany Hong Kong, Mr. Liang, Mr. Zhou Fugui, Mr. Tang Xiuguo, Mr. Xiang Wenbo, Mr. Yuan Jinhua, Mr. Zhao Xiangzhang and their respective associates, together held 2,111,077,569 Shares, representing approximately 65.33% of the issued share capital of the Company as at the Latest Practicable Date, will abstain from voting on the resolutions approving the 2025 Non-Exempted Transactions at the EGM. The trustee of the share award scheme of the Company, held a total of 29,894,563 shares of the Company with respect to unvested share awards as at the Latest Practicable Date, shall not exercise the voting rights in respect of such unvested shares held under the trust, and shall abstain from voting on the resolutions approving the 2025 Non-Exempted Transactions at the EGM.

Save as disclosed above, as at the Latest Practicable Date, and to the best knowledge, belief and information of the Directors having made all reasonable enquiries, no other Shareholder is required under the Listing Rules to abstain from voting at the EGM.

A form of proxy for use at the EGM is enclosed with this circular. Shareholders who intend to appoint a proxy to attend the EGM shall complete and return the enclosed form of proxy in accordance with the instructions printed thereon, and deposit it with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for the EGM or any adjournment thereof. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the EGM or any adjournment of it if you so wish.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of the Shareholders at a general meeting of the Company must be taken by way of poll. Accordingly, the resolutions to be considered and, if thought fit, approved at the EGM will be voted on by way of poll by the Independent Shareholders. After conclusion of the EGM, the poll results announcement will be published on the respective websites of the Stock Exchange and the Company.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for 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, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

LETTER FROM THE BOARD

RECOMMENDATION

Your attention is drawn to the letter from the Independent Board Committee set out on pages 44 to 45 of this circular and the letter of the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders set out on pages 46 to 85 of this circular in connection with the 2025 Non-Exempted Transactions and the transactions contemplated thereunder and the principal factors and reasons considered by the Independent Financial Adviser in arriving at such advice.

The Independent Board Committee, having taken into account the advice of the Independent Financial Adviser, considers that the 2025 Non-Exempted Transactions were entered into in the ordinary and usual course of business of the Group, on normal commercial terms or better and the terms thereof are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

Accordingly, the Independent Board Committee recommends the Independent Shareholders to vote in favour of the resolutions to approve the 2025 Non-Exempted Transactions and the transactions contemplated thereunder at the EGM as set out in the notice of the EGM.

Your attention is drawn to additional information set out in the appendices to this circular.

By Order of the Board
Sany Heavy Equipment International Holdings Company Limited
Zhou Fugui
Chairman



**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)

13 November 2025

To the Independent Shareholders

Dear Sir or Madam,

2025 CONTINUING CONNECTED TRANSACTIONS

We refer to the circular of the Company dated 13 November 2025 (the “**Circular**”) to the Shareholders, of which this letter forms part. Unless the context otherwise requires, terms defined in the Circular shall have the same meanings when used in this letter.

We have been appointed as members of the Independent Board Committee to advise you as to whether, in our opinion, the terms of each of the 2025 Non-Exempted Transactions are fair and reasonable so far as the Independent Shareholders are concerned. Vinco Financial has been appointed by the Company as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of each of the 2025 Non-Exempted Transactions.

Your attention is drawn to the “Letter from the Board” set out on pages 5 to 43 of the Circular which contains, among others, information about the terms of each of the 2025 Non-Exempted Transactions and the “Letter from the Independent Financial Adviser” set out on pages 46 to 85 of the Circular which contains its advice in respect of each of the 2025 Non-Exempted Transactions together with the principal factors taken into consideration in arriving at such.

Having considered the terms of each of the 2025 Non-Exempted Transactions and having taken into account the factors and reasons considered by and the advice of Vinco Financial as stated in their letter dated 13 November 2025, we consider that (i) the transactions under each of the 2025 Non-Exempted Transactions are in the ordinary and usual course of the Company’s business; (ii) the entering into of each of the 2025 Non-Exempted Transactions is on normal commercial terms or better; (iii) the terms of each of the 2025 Non-Exempted Transactions are fair and reasonable so far as the interests of the Independent Shareholders are concerned; and (iv) the entering into of each of the 2025 Non-Exempted Transactions are in the interests of the Company and the Shareholders as a

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

whole. Accordingly, we recommend the Independent Shareholders to vote in favour of the relevant resolutions to be proposed at the EGM and to ratify and approve each of the 2025 Non-Exempted Transactions.

Yours faithfully,
For and on behalf of the Independent Board Committee

Mr. Poon Chiu Kwok
Independent Non-executive Director

Mr. Hu Jiquan
Independent Non-executive Director

Mr. Yang Shuyong
Independent Non-executive Director

Ms. Zhou Lan
Independent Non-executive Director

LETTER FROM VINCO FINANCIAL

The following is the text of a letter of advice from Vinco Financial setting to the Independent Board Committee and the Independent Shareholders prepared in respect of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder, which has been prepared for the purpose of incorporation in this circular:



13 November 2025

*To the Independent Board Committee and the Independent Shareholders of
Sany Heavy Equipment International Holdings Company Limited*

Dear Sirs,

2025 CONTINUING CONNECTED TRANSACTIONS

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder, details of which are set out in the letter from the board (the “**Letter from the Board**”) contained in the circular of the Company dated 13 November 2025 issued to the Shareholders (the “**Circular**”), of which this letter forms part. Capitalised terms used in this letter shall have the same meanings ascribed to them in the Circular, unless the context otherwise requires.

References are made to the Announcements and the Circulars. Unless the context requires otherwise, capitalised terms used herein shall have same meanings as those defined in the Announcements and the Circulars.

As at the Latest Practicable Date, Mr. Liang, who is a controlling shareholder of the Company and is entitled to exercise or control the exercise of approximately 64.99% voting rights in the ordinary share capital of the Company and indirectly holds 479,781,034 Convertible Preference Shares which represent approximately 12.93% issued share capital of the Company (as enlarged) upon full conversion.

As at the Latest Practicable Date, Sany Group, Mr. Liang, Mr. Tang Xiuguo, Mr. Xiang Wenbo, Mr. Mao Zhongwu, Mr. Yuan Jinhua, Mr. Yi Xiaogang, Mr. Zhou Fugui and Beijing Sany Heavy Machinery Co. Ltd.* (北京市三一重機有限公司) are, among others, members of the controlling shareholder group of Sany Heavy holding approximately 33.73% of the issued share capital of Sany Heavy.

LETTER FROM VINCO FINANCIAL

Accordingly, each of Mr. Liang and Sany Heavy is a connected person of the Company and the 2025 Liang Wengen Agreements and the 2025 Sany Heavy Agreements, and the transactions contemplated thereunder are connected transactions for the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) of the highest annual cap under the 2025 Non-Exempted Transactions are more than 5%, the 2025 Non-Exempted Transactions and the transactions contemplated thereunder (including the proposed annual caps) are subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Independent Board Committee, comprising all the independent non-executive Directors, namely Mr. Poon Chiu Kwok, Mr. Hu Jiquan and Mr. Yang Shuyong and Ms. Zhou Lan, has been established by the Board to consider and advise the Independent Shareholders in respect of the fairness and reasonableness of the terms of the 2025 Non-Exempted Transactions. We have been appointed and approved by the Independent Board Committee, as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder. In our capacity as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders for the purposes of the Listing Rules, our role is to give you an independent opinion as to whether the 2025 Non-Exempted Transactions are in the ordinary and usual course of the Group's business and on normal commercial terms or better, and in the interests of the Company and Independent Shareholders as a whole and whether the terms of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder are fair and reasonable so far as the Independent Shareholders are concerned.

OUR INDEPENDENCE

As the Latest Practicable Date, we are not connected with the Directors, chief executive and substantial shareholders of the Company or any of their respective subsidiaries or their respective associates and, as the Latest Practicable Date, did not have any shareholding, directly or indirectly, in any of their respective subsidiaries or their respective associates and, as at the Latest Practicable Date, did not have any shareholding, directly or indirectly, in any member of the Group or any right, whether legally enforceable or not, to subscribe for or to nominate persons to subscribe for securities in any member of the Group. We were not aware of any relationships or interests between us and the Company or any other parties that could be reasonably be regarded as hindrance to our independence as defined under Rule 13.84 of the Listing Rule to act as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder.

Apart from normal professional fees payable to us in connection with this appointment as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, no arrangement exists whereby we will receive any fees from the

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Company, its subsidiaries, its associates or their respective substantial shareholders or associates. We are not aware of the existence of or change in any circumstances that would affect our independence. During the past two years, we were appointed as the independent financial adviser to advise the independent board committee and the independent shareholders of the Company in respect of continuing connected transactions. Details of the relevant transactions are set out in the circulars of the Company dated 20 November 2023 and 22 November 2024 respectively. The professional fees in connection with the appointments have been fully settled and we are not aware of the existence of or change in any circumstances that would affect our independence. Accordingly, we consider that we are eligible to give independent advice on, among other things, the 2025 Non-Exempted Transactions and the transactions contemplated thereunder.

BASIS OF OUR OPINION AND RECOMMENDATION

In forming our opinion and recommendation, we have relied on the information, facts and representations contained or referred to in the Circular and the information, facts and representations provided by, and the opinions expressed by the Directors (excluding the independent non-executive Directors), management of the Company and its subsidiaries. We have no reason to believe that any information and representations relied on by us in forming our opinion is untrue, inaccurate or misleading, nor are we aware of any material facts, the omission of which would render the information provided and the representations made to us untrue, inaccurate or misleading.

We have assumed that all information, facts, opinions and representations made or referred to in the Circular were true, accurate and complete at the time they were made and continued to be true, accurate and complete as at the date of the circular and that all expectations and intentions of the Directors, management of the Company and its subsidiaries, will be met or carried out as the case may be. We have no reason to doubt the truth, accuracy and completeness of the information, facts, opinions and representations provided to us by the Directors, management of the Company and its subsidiaries. The Directors have confirmed to us that no material facts have been omitted from the information supplied and opinions expressed. We have no reason to doubt that any relevant material facts have been withheld or omitted from the information provided and referred to in the Circular or the reasonableness of the opinions and representations provided to us by the Directors, management of the Company and its subsidiaries.

We also sought and received confirmation from the Directors that no material facts have been omitted from the information supplied and opinions expressed. We have relied on such information and opinions and have not, however, conducted any independent verification of the information provided, nor have we carried out any independent investigation into the business, financial conditions and affairs of the Group or its future prospect.

The Directors collectively and individually accepted full responsibility for the accuracy of the information contained in the Circular and have confirmed, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in the Circular

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have been arrived at after due and careful consideration and there are no other facts not contained in the Circular, the omission of which would make any statement in the Circular misleading.

We consider that we have reviewed all currently available information and documents particularly, (i) the annual report of the Company for the two years ended 31 December 2023 and 31 December 2024 and the interim report of the Company for the six months ended 30 June 2025; (ii) the Liang Wengen Sales Framework Agreement; (iii) the SANYI Sales Framework Agreement; (iv) the Liang Wengen Procurement Framework Agreement; (v) the SANYI Procurement Framework Agreement; (vi) the SANYI Guarantee Framework Agreement; (vii) the basis and assumptions of the 2025 Non-Exempted Transactions for 2025 to 2027; (viii) the samples of document in relation to the 2025 Non-Exempted Transactions; and (ix) the internal control measures governing continuing connected transactions which are made available to us and enable us to reach an informed view and to justify our reliance on the information provided so as to provide a reasonable basis for our advice. Based on the foregoing, we confirm that we have taken all reasonable steps, which are applicable to the 2025 Non-Exempted Transactions, as referred to in Rule 13.80 of the Listing Rules (including the notes thereto).

This letter is issued for the information for the Independent Board Committee and the Independent Shareholders solely in connection with their consideration of the 2025 Non-Exempted Transactions, except for its inclusion in the Circular, is not to be quoted or referred to, in whole or in part, nor shall this letter be used for any other purposes, without our prior written consent.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In formulating our opinion and recommendation to the Independent Board Committee and Independent Shareholders in respect of the 2025 Non-Exempted Transactions and the transactions contemplated thereunder (including the purposed annual caps), we have taken into account the principal factors and reasons set out below.

Information of the Company

The Company is an investment holding company and its subsidiaries are principally engaged in the design, manufacture and sales of mining equipment, logistics equipment, oil and gas equipment and emerging industry equipment products and spare parts and the provision of related services.

Information of Mr. Liang and Sany Group

Sany Group is principally engaged in high-tech industries, manufacture of automobile, cultural and educational industries, real estate industries, research and development of new materials and biotechnology and other related businesses. As at the Latest Practicable Date, Sany Group is held as to 56.74% by Mr. Liang, 8.75% by Mr. Tang Xiuguo (a non-executive Director), 3.5% by Mr. Zhou Fugui (an executive Director), 8% by Mr.

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Xiang Wenbo (a non-executive Director), 8% by Mr. Mao Zhongwu, 0.5% by Mr. Liang Linhe (nephew of Mr. Liang), and 9 shareholders who are Independent Third Parties each of them holding less than 5.00% of equity interest of Sany Group.

The Sany Heavy Group

Sany Heavy is a joint stock company established in the PRC with limited liability, the A shares of which have been listed on the Shanghai Stock Exchange (stock code: 600031) and the H shares of which have been listed on the Stock Exchange (stock code: 06031). The Sany Heavy Group is principally engaged in the construction machinery business. As at the Latest Practicable Date, Sany Group, Mr. Liang Wengen, Mr. Tang Xiuguo, Mr. Xiang Wenbo, Mr. Mao Zhongwu, Mr. Yuan Jinhua, Mr. Yi Xiaogang, Mr. Zhou Fugui and Beijing Sany Heavy Machinery Co., Ltd. are members of the controlling shareholder group of Sany Heavy holding approximately 33.73% of the issued share capital of Sany Heavy.

Reasons for and benefits of entering into of the 2025 Non-Exempted Transactions

Purchase

As disclosed in the Letter from the Board, the Directors consider that it is crucial for the Group to maintain the stability in supply and quality of the parts and components, machinery and second-hand manufacturing equipment for its existing and future production needs. Mr. Liang's Group Companies and the Sany Heavy Group are familiar with the Group's specifications, standards and requirements and the Group is confident on the quality of the parts and components, machinery and second-hand manufacturing equipment supplied by Mr. Liang's Group Companies and the Sany Heavy Group. In view of the Group's past purchasing experience with Mr. Liang's Group Companies and the Sany Heavy Group, the Directors are of the view that Mr. Liang's Group Companies and the Sany Heavy Group can effectively fulfill the Group's high requirement in supply stability as well as product quality. In addition, Mr. Liang's Group Companies and the Sany Heavy Group have provided the Group with more favorable terms such as flexible and timely delivery schedule of the parts and components, machinery and second-hand manufacturing equipment purchased by the Group. At the same time, purchasing machinery which the Group is unable to produce from Mr. Liang's Group Companies and the Sany Heavy Group and selling such products to the Group's customers will help the Group to increase its revenue. Moreover, since the 2024 Acquisition, Sany Lithium Energy has increased the demand for parts and components, machinery and second-hand manufacturing equipment by nearly RMB600 million, with the remaining growth in demand as expected.

Transportation and logistic agency services

The Sany Heavy Group has extensive experience in logistic services for the major business of the Group. As it is familiar with the Group's requirements and could offer competitive prices to the Group, the Sany Heavy Group has been providing logistic services to the Group since 2011. Since the Sany Heavy Group has determined to change its business focus from the provision of logistic services to the provision of logistic agency services commencing from year 2023, the Group has gradually increased the scale of logistic agency

services with Sany Logistics while reducing the scale of material services. This not only lowers the Group's annual connected transaction cap but also aligns with the business transformation direction of Sany Logistics.

Sales agency

The sales agency model is mainly adopted for overseas regions where the end-customers are in a less centralized location. The Group can take advantage of the strong overseas sales network of Mr. Liang's Group Companies and the Sany Heavy Group to procure the end-customers and then expand the relevant market gradually, which would be much more commercially efficient than the Group seeking and coordinating with the customers one by one directly. Therefore, it is reasonable for Mr. Liang's Group Companies and the Sany Heavy Group to charge certain agency fees.

We are of the view that the entering into of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement would enable the Group to keep up with its business plans, the anticipated increase in sales orders of the Group and the anticipated increase in sales in overseas market and to continue these transactions in compliance with the Listing Rules. Besides, the internal control procedures in place in order to ensure that the transactions conducted under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement will be on terms no more/less (as the case may be) favorable to the Group than terms offered to/by (as the case may be) Independent Third Parties, details of which are disclosed under the section headed "Internal control measures" in this letter, we concur with the view of the Board that the terms of the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement and the transactions contemplated under are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

Products sales

By selling the Group's products to Mr. Liang's Group Companies and the Sany Heavy Group, which will then be sold to end-customers in a large scale by it, the Group can take advantage of the domestic and overseas sales network and sales experiences of Mr. Liang's Group Companies and the Sany Heavy Group to enhance the Group's sales. As competition in the international market becomes increasingly fierce, the Group has achieved product sales in Europe, the United States and other countries by leveraging the international sales platform of Mr. Liang's Group Companies and the Sany Heavy Group, which will help the Group sell products to its end customers without the Group having to incur additional costs.

Sales

Mr. Liang's Group Companies and the Sany Heavy Group are principally engaged in, among others, the manufacture and distribution of engineering machineries for construction purposes while the Group's raw material or spare parts and components inventories can be used in manufacturing of engineering machinery products. By selling the redundant stocks of the Group to Mr. Liang's Group Companies and the Sany Heavy

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Group, the Group can enhance its inventory flexibility. In addition, the Group will sell the relevant raw material to Mr. Liang's Group Companies and the Sany Heavy Group at prices which should be in any event no less favorable to the Group than is available to Independent Third Parties.

The Group currently expects that it will have certain amount of redundant second-hand manufacturing equipment because (i) part of the manufacturing lines will cease to be used as the production process of the Company is adjusted; and (ii) the relocation of part of the manufacturing lines of the Company has resulted in further excess second-hand manufacturing equipment whilst the redundant second-hand manufacturing equipment can be re-utilized by Mr. Liang's Group Companies and the Sany Heavy Group for their manufacturing. The Company will sell such second-hand manufacturing equipment in order to streamline its own manufacturing resources and the proceeds from the sales will be accounted to the working capital of the Group. In addition, the Group will sell the relevant second-hand manufacturing equipment to Mr. Liang's Group Companies and the Sany Heavy Group at prices which should be in any event no less favorable to the Group than are available to Independent Third Parties.

Energy sales

The sales of the lithium-ion energy is a new business of unit of the Group following the acquisition of Sany Lithium Energy and its subsidiaries. Through entering into the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, the lithium-ion energy business unit of the Group can enter into the lithium-ion energy market, conduct market-oriented testing and begin generating revenue for the Company.

In light of the above and the internal control procedures in place in order to ensure the transactions conducted under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be on terms no less favorable to the Group than terms offered to Independent Third Parties, the details of which are disclosed under the section headed "Internal control measures" in this letter, we concur with the view of the Board that the terms of the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement and the transactions contemplated thereunder are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

The SANYI Guarantee Framework Agreement

The principal business of the Group is sale and manufacture of machineries and equipment including but not limited to mining machineries, logistic equipment and other machineries. In line with usual market practice, the Group has been providing financial guarantees to banks or independent finance leasing companies in respect of the products sold to end-user customers since 2005.

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The Sany Heavy Group has extensive industry experience in the finance leasing business. They have maintained a long-term business relationship with the Group and have in-depth understanding of the Group's operations. The entering into of the SANYI Guarantee Framework Agreement would enable the Group to facilitate its sales to Independent Third Party customers, and monitor the repayment progress of these customers together with the Sany Heavy Group and take appropriate actions more efficiently and effectively in order to minimize the default risks associated with the leasing of the parts and equipment.

The entering into of the SANYI Guarantee Framework Agreement was mainly due to the demand brought by business growth, and energy storage business and power battery sales business of Sany Lithium Energy which also generated demand for financial leasing business.

Having considered that: (i) the Group would be able to generate sales under the SANYI Guarantee Framework Agreement; (ii) the terms under the SANYI Guarantee Framework Agreement are no less favourable to the Group than the terms offered by banks or other finance leasing companies; (iii) it is a usual market practice for equipment manufacturers to provide similar financial guarantee in favour of end-user customers in connection with the sale of equipment; and (iv) the Company has the internal control procedures in place to ensure the transactions conducted under the SANYI Guarantee Framework Agreement will be on terms not more favourable to the Sany Heavy Group than those offered to Independent Third Parties, the details of which are disclosed under the section headed "Internal control measures" in this letter, we concur with the view of the Board that the terms of the SANYI Guarantee Framework Agreement and the transactions contemplated thereunder are fair and reasonable, entered into on normal commercial terms or better, in the ordinary and usual course of business of the Group, and are in the interests of the Company and the Shareholders as a whole.

Summary of the principal terms of the 2025 Non-Exempted Transactions

1. Master Procurement

As stated in the Letter from the Board, the original purchase, transportation, logistic agency services and sales agency contemplated under the 2023 Master Purchase Agreement, the 2023 Master Transportation Agreement, the Logistic Services Agency Agreement and the 2023 Master Sales Agency Agreement are grouped as "procurement", for which the Company entered into the Liang Wengen Sales Framework Agreement with Mr. Liang and the SANYI Sales Framework Agreement with Sany Heavy.

a. Principal terms of the master procurement

Purchase

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Master Purchase Agreement, the transactions in relation to purchase contemplated under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement will be

conducted in line with the pricing and payment terms adopted by the Group as agreed in 2023 Master Purchase Agreement. Except for the annual caps, all other terms in relation to purchase under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement remain unchanged. The principal terms in relation to purchase under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement have been set out in the paragraph headed “1. Master Procurement” of the Circular. We have obtained and reviewed the 2023 Master Purchase Agreement, the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement and found there are no difference of the terms in relation to purchase stated among the three agreements.

For those tailor-made parts and components for the Group manufactured by Mr. Liang’s Group Companies or the Sany Heavy Group, the basis of determining prices of the parts and components produced by Mr. Liang’s Group Companies or the Sany Heavy Group will be determined on arm’s length negotiation and with reference to the usual gross margin of the Group’s procurement of other similar parts and components and machinery taking into account the usual gross margin of the Group’s similar procurement from Independent Third Parties and the market conditions at the time of conducting the relevant transaction, which should be in any event no less favourable to the Group than terms offered by Independent Third Parties. For those common parts and components which can be easily accessible in the market, the pricing will be determined with reference to the prevailing market prices of the same products, and should be in any event no less favourable to the Group than terms offered by Independent Third Parties. For those machinery for the Group manufactured by Mr. Liang’s Group Companies or the Sany Heavy Group, the basis of determining prices of the machinery produced by Mr. Liang’s Group Companies or the Sany Heavy Group will be determined on arm’s length negotiation and with reference to the manufacturing costs involved in the relevant machinery, with reference to the usual gross margin of the Group’s procurement of other similar machinery from Independent Third Parties, which should be in any event no less favourable to the Group than terms offered by 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 formula stated under paragraph headed “Second-hand manufacturing equipment” in the Circular, which is a default formula set by the Group’s ERP financial software following the Group’s accounting policy for depreciation and valuation on equipment and also applicable to the valuation of all equipment of the Group, no matter whether they are procured from Independent Third Parties, Mr. Liang’s Group Companies or the Sany Heavy Group, and should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

In order to assess the fairness and reasonableness of the terms of purchase under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement, we have randomly selected and obtained six samples of the historical transactions for each framework agreement in relation to purchase,

the value of which represented not less than 10% of the total transactions in relation to purchase for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with Mr. Liang's Group Companies and the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to purchase under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement. Also, we have obtained and reviewed pricing information from Independent Third Parties relating to the purchase of similar parts and component, which indicates the prices offered by Independent Third Parties are higher than those offered by Mr. Liang's Group Companies or the Sany Heavy Group. The samples of Independent Third Parties we collected were used to compare with those six historical connected transactions. As such, we understand that the pricing terms offered by Mr. Liang's Group Companies or the Sany Heavy Group were not less favourable to the Company than those offered by Independent Third Parties. Pursuant to the nature of the products involved and the timing of the transactions offered by Independent Third Parties are relevant to those offered by Mr. Liang's Group Companies or the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. In respect of each purchase of parts and components or machinery or second-hand manufacturing equipment by the Group from Mr. Liang's Group Companies or the Sany Heavy Group, Mr. Liang's Group Companies or the Sany Heavy Group and the Group will enter into separate purchase agreements to specify the exact types and number of products to be 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. Based on the samples we reviewed, we noted that the payment terms offered by Mr. Liang's Group Companies or the Sany Heavy Group were not less favorable to the Company than those offered by Independent Third Parties.

Given that the terms offered by Mr. Liang's Group Companies or Sany Heavy Group were no less favourable than the terms offered by Independent Third Parties based on the samples we reviewed; the terms in relation to purchase under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement will be conducted in the same manner as those under the 2023 Master Purchase Agreement; and the principles and findings outlined above, we concur with the view of the Board that the terms of transactions in relation to purchase contemplated under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Transportation

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Master Transportation Agreement, the transactions in relation to transportation contemplated under the SANYI Sales Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed in 2023 Master Transportation Agreement. Except for the annual caps, all other terms in relation to transportation under the SANYI Sales Framework Agreement remain unchanged. The principal terms in relation to transportation under the SANYI Sales Framework Agreement have been set out in the paragraph headed “1. Master Procurement” of the Circular. We have obtained and reviewed the 2023 Master Transportation Agreement and the SANYI Sales Framework Agreement and found there are no difference of the terms in relation to transportation stated between the two agreements.

The service fees payable shall be on normal commercial terms and determined based on arm’s length negotiation with reference to the prevailing market price and should be in any event no less favourable to the Group than terms offered by Independent Third Parties.

In order to assess the fairness and reasonableness of the terms of transportation under the SANYI Sales Framework Agreement, we have randomly selected and obtained three samples of the historical transactions in relation to transportation, the value of which represented not less than 10% of the total transactions in relation to transportation for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to transportation under the SANYI Sales Framework Agreement. Also, we have obtained and reviewed pricing information from Independent Third Parties relating to the similar logistic services, which indicates the prices offered by Independent Third Parties are higher than those offered by the Sany Heavy Group. The samples of Independent Third Parties we collected were used to compare with those three historical connected transactions. As such, we understand that the pricing terms offered by the Sany Heavy Group were not less favourable to the Company than those offered by Independent Third Parties. Pursuant to the nature of the logistic service involved and the timing of the transactions offered by Independent Third Parties are relevant to those offered by the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. Invoices shall be issued on a regular basis by the Sany Heavy Group to the Group 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 Group. Based on the samples we reviewed, we noted that the payment terms offered by the Sany Heavy Group were not less favorable to the Company than those offered by Independent Third Parties.

Given that the terms offered by Sany Heavy Group were no less favourable than those offered by Independent Third Parties based on the samples we reviewed; the terms in relation to transportation under the SANYI Sales Framework Agreement will be conducted in the same manner as those under the 2023 Master Transportation Agreement; and the principles and findings outlined above, we concur with the view of the Board that the terms of transactions in relation to transportation contemplated under the SANYI Sales Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Logistic agency services

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the Logistic Services Agency Agreement, the transactions in relation to logistic agency services contemplated under the SANYI Sales Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed in the Logistic Services Agency Agreement. Except for the annual caps, all other terms in relation to logistic agency services under the SANYI Sales Framework Agreement remain unchanged. The principal terms in relation to logistic agency services under the SANYI Sales Framework Agreement have been set out in the paragraph headed “1. Master Procurement” of the Circular. We have obtained and reviewed Logistic Services Agency Agreement and the SANYI Sales Framework Agreement and found there are no difference of the terms in relation to logistic agency services stated between the two agreements.

The agency fees payable will be determined based on arm’s length negotiation and such agency fees payable by the Group to the Sany Heavy Group shall not be higher than the service fees paid to Independent Third Parties for similar services.

In order to assess the fairness and reasonableness of the terms of transportation under the SANYI Sales Framework Agreement, we have randomly selected and obtained two samples of the historical transactions in relation to logistic agency services, the value of which represented not less than 10% of the total transactions in relation to logistic agency services for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. The samples of Independent Third Parties we collected

were used to compare with those two historical connected transactions. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to logistic agency services under the SANYI Sales Framework Agreement. Also, we have obtained and reviewed pricing information from Independent Third Parties relating to the similar logistic agency services, which indicates the prices offered by Independent Third Parties are higher than those offered by the Sany Heavy Group. As such, we understand that the pricing terms offered by the Sany Heavy Group were not less favourable to the Company than those offered by Independent Third Parties. Pursuant to the nature of the logistic agency service involved and the timing of the transactions offered by Independent Third Parties are relevant to those offered by the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. Invoices shall be issued on a regular basis by the Sany Heavy Group to the Group 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 Group. Based on the samples we reviewed, we noted that the payment terms offered by the Sany Heavy Group were not less favorable to the Company than those offered by Independent Third Parties.

Given that the terms offered by Sany Heavy Group were no less favourable than the terms offered by Independent Third Parties based on the samples we reviewed; the terms in relation to logistic agency services under the SANYI Sales Framework Agreement will be conducted in the same manner as those under the Logistic Services Agency Agreement; and the principles and findings outlined above, we concur with the view of the Board that the terms for continuing connected transactions in relation to logistic agency services contemplated under the SANYI Sales Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Sales agency

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Master Sales Agency Agreement, the transactions in relation to sales agency contemplated under the SANYI Sales Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed the 2023 Master Sales Agency Agreement. Except for the annual caps, all other terms in relation to sales agency under the SANYI Sales Framework Agreement remain unchanged. The principal terms in relation to sales agency under the SANYI Sales Framework Agreement have been set out in the paragraph headed “1. Master Procurement” of the Circular. We have obtained and reviewed the 2023 Master Sales Agency Agreement and the SANYI Sales Framework Agreement and found there are no difference of the terms in relation to sales agency stated between the two agreements.

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The sales agency fees payable will be determined based on arm's length negotiation and with reference to the formula stated under paragraph headed "Sales agency" in the Circular and the sales agency fees paid by the Group to the Sany Heavy Group shall not be higher than the sales agency fees paid to the Independent Third Party agencies for similar products and in similar regions.

In order to assess the fairness and reasonableness of the terms of sales agency under the SANYI Sales Framework Agreement, we have randomly selected and obtained three samples of the historical transactions in relation to sales agency services, the value of which represented not less than 10% of the total transactions in relation to sales agency for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to sales agency under the SANYI Sales Framework Agreement. Also, we have obtained and reviewed pricing information from Independent Third Parties relating to the similar sales agency services, which indicates the prices offered by Independent Third Parties are higher than those offered by the Sany Heavy Group. The samples of Independent Third Parties we collected were used to compare with those three historical connected transactions. As such, we understand that the pricing terms offered by the Sany Heavy Group were not less favourable to the Company than those offered by Independent Third Parties. Pursuant to the nature of the sales agency service involved and the timing of the transactions offered by Independent Third Parties are relevant to those offered by the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. In respect of each sale of products by the Group, the Group shall enter into the sales contract with the end-customers directly, and the Group and the Sany Heavy Group shall enter into separate sales agency agreements to specify the agency fees of the relevant products being sold. Invoice for sales agency fees shall be issued by the Sany Heavy Group to the Group and payment for the sales agency fees will be settled by way of telegraphic transfer or cheque on a regular basis upon receipt of the invoice by the Group. Based on the samples we reviewed, we noted that the payment terms offered by the Sany Heavy Group were not less favorable to the Company than those offered by Independent Third Parties.

Given that the terms offered by Sany Heavy Group were no less favourable than the terms offered by Independent Third Parties based on the samples we reviewed; the terms in relation to sales agency services under the SANYI Sales Framework Agreement will be conducted in the same manner as those under 2023 Master Sales Agency Agreement; and the principles and findings outlined above, we concur with the view of the Board that the terms of transactions in relation to sales agency services contemplated under the SANYI Sales Framework

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Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole. are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

b. The proposed annual caps of the master procurement

Purchase

	For the year ending 31 December		
	2025	2026	2027
	<i>RMB</i>	<i>RMB</i>	<i>RMB</i>
The Liang Wengen Sales Framework Agreement	655,067,300	443,062,710	466,883,847
The SANYI Sales Framework Agreement	2,628,433,077	2,270,387,461	2,867,492,280

To assess the fairness and reasonableness of the proposed annual caps under the Liang Wengen Sales Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including the historical transaction amount under the Liang Wengen Sales Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB212,159,000, RMB350,949,000 and RMB257,831,557, respectively. We noted this represents a year-on-year growth of approximately 65.42% in 2024, followed by a year-on-year decline of approximately 2.04% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate over the three-year period was approximately 31.69%, indicating a generally upward trend in transaction amounts under the Liang Wengen Sales Framework Agreement. As part of our assessment, we conducted a detailed review of the Group's anticipated procurement plan under the Liang Wengen Sales Framework Agreement for the three years ending 31 December 2027. Through our analysis, we identified the key business initiatives that are expected to contribute to the projected increase or decrease in transaction amounts with Mr. Liang's Group Companies. Based on the procurement plan, we observed that the planned purchase volume for certain machinery models is expected to increase for the three months ending 31 December 2025, primarily driven by adjustments in sales approaches and the current inventory status we collected. We noted a total of approximately RMB82 million of procurement would be made to recover delays and realign with the original schedule for one of the Mr. Liang's Group Companies and a total of approximately RMB20 million of procurement to be occurred for the new business which its corresponding procurement was delayed due to government approval. We have obtained the relevant signed contracts pertaining to the two aforementioned business activities, which support the projected procurement by the end of 2025. As confirmed by the

management of the Company, together with the consideration of approximately 31.69% of the average annual growth rate over the past three-year period, along with approximately 10% of buffer to mitigate the risk of exceeding the annual cap, the estimated procurement amount under the Liang Wengen Sales Framework Agreement is approximately RMB397 million for the three months ending 31 December 2025. Furthermore, our review of actual transaction amount with few associates of Mr. Liang's Group Companies for the nine months ended 30 September 2025 reflected that the procurement volume for specific parts and components would be anticipated to decline in 2026. For 2027, a prudent overall procurement growth of approximately 5% has been projected.

Based on the above, having considered the historical transaction amounts and the anticipated procurement plan of the Group, we are of the view that the purposed annual caps under the Liang Wengen Sales Framework Agreement are fair and reasonable.

To assess the fairness and reasonableness of the proposed annual caps in relation to purchase under the SANYI Sales Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount in relation to purchase under the SANYI Sales Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB1,020,578,000, RMB1,732,567,000 and RMB1,393,509,505, respectively. We noted this represents a year-on-year growth of approximately 69.76% in 2024, followed by a year-on-year growth of approximately 7.24% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate over the three-year period was approximately 38.50%, indicating a generally upward trend in transaction amounts in relation to purchase the SANYI Sales Framework Agreement; and the fact that following the completion of the 2024 Acquisition, Sany Lithium Energy became a subsidiary of the Group. Its main product is power batteries, and the primary raw material for power battery production is battery cells, accounting for approximately 50% of the total cost of power batteries. Based on our review of the procurement plan, we found Sany Lithium Energy expects to purchase battery cells produced by Sany Heavy Group in the amounts of RMB580 million, RMB1 billion, and RMB1.7 billion respectively from 2025 to 2027, and this business constitutes the main reason for the increase in the proposed annual caps for the Company's procurement.

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The Company anticipates a substantial increase in its procurement from the Sany Heavy Group during the fourth quarter of 2025. According to the business plans provided by the Sany Heavy Group, several new business initiatives are scheduled to commence in the second half of 2025, which are expected to significantly increase the total procurement amount during that period. Specific highlights include:

- (i) Sany Marine Heavy Industry Co., Limited (a subsidiary of the Group) is expected to commence mass sales of its new forklift product line in the second half of 2025, which will require large-scale procurement of components from the Sany Heavy Group for assembly and sales. This is projected to result in an additional procurement amount of approximately RMB400 million, of which RMB100 million pertains to product models that were not sold in the first half of 2025. According to the internal inventory records provided by the Company, it was noted that Sany Marine Heavy Industry Company Limited is expected to procure at least 70 units of components from Sany Heavy Group, with an estimated total purchase amount of RMB100 million.
- (ii) Due to limited battery cell production capacity at the Sany Heavy Group in the first half of 2025, Sany Lithium Energy's procurement volume of battery cells from the Sany Heavy Group remained relatively low at approximately RMB160 million. As the Sany Heavy Group is expected to enhance battery cell production capacity in the second half of 2025, Sany Lithium Energy's procurement volume will be increased to the design capacity level. Based on the procurement plan we obtained from the Company, we noted Sany Lithium Energy is expected to increase the procurement volume of battery cells from Sany Heavy Group for the second half of 2025. We noted that the estimated monthly transaction amount is calculated based on the estimated procurement quantity multiplied by unit price (which is composed of the electricity price, voltage and capacity). These estimates are derived by referencing the procurement quantity in the first half of 2025 with the growth of demand in order to meet the needs in sales. The total annual procurement from Sany Heavy Group is therefore estimated to approximately RMB580 million for the year ending 31 December 2025.

Furthermore, based on the procurement plan we reviewed, we identified certain overseas procurement projects are expected to decline in 2026 due to the impact of U.S. tariffs, which align with the drop in proposed annual caps for the year ending 31 December 2026. As confirmed by the management of the Company, assuming a projected 20% increase in sales volume based on the business plan we collected, the estimate for procurement growth would be approximately 20%, together with the consideration of approximately 38.50% of the average annual growth rate over the past three-year period, the estimated procurement amount under the SANYI Sales Framework Agreement for the year ending 31 December 2027 is approximately RMB2,867 million.

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Based on the above, having consider the historical transaction amounts, the anticipated procurement plan of the Group and the increase in transactions due to the 2024 Acquisition, we are of the view that the purposed annual caps in relation to purchase under the SANYI Sales Framework Agreement is fair and reasonable.

Transportation

	For the year ending 31 December		
	2025	2026	2027
	RMB	RMB	RMB
The SANYI Sales Framework Agreement	62,250,000	20,530,000	23,600,000

To assess the fairness and reasonableness of the proposed annual caps in relation to transportation under the SANYI Sales Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount under the SANYI Sales Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB113,497,000, RMB42,522,000 and RMB29,508,559, respectively. We noted this represents a year-on-year decline of approximately 62.53% in 2024, followed by a year-on-year decline of approximately 7.47% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual decline rate over the three-year period was approximately 35.00%, indicating a generally downward trend in transaction amounts in relation to transportation under the SANYI Sales Framework Agreement. As confirmed by the management of the Company, the decline is due to the Group's plan of transiting transportation services to logistic agency services; (ii) the Group's plan to progressively transition transportation services to logistic agency services, while taking into comprehensive consideration the adjustment period and business scale for those businesses that not yet o cannot be transitioned to the logistic agency model; and (iii) the characteristic of transportation services, such as phased settlements and variable costs, which can lead to significant deviations between actual settlement amounts and initial estimates, thus in order to ensure the total transportation costs settled and recognised by the end of the year do not exceed the annual caps, the Company has conservatively estimated that a maximum of RMB30 million in transportation costs may be incurred in the fourth quarter of 2025. As part of our assessment, we conducted review of the Group's anticipated plan of engaging the logistic services with the Sany Heavy Group and identified the main reason of the projected increase in transportation transaction in 2025 is primary attributable to the growing demand arising from overseas sales activities. Also, according to the internal record we obtained from the Company, we noted the settlement method is on a semi-annual basis. The historical transaction amount for the nine months ended 30 September 2025 could merely reflect freight charges for the period from

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January to June 2025. Therefore, the full year transaction amount for 2025 is estimated by doubling the charges for period from January to June 2025, resulting in approximately RMB59 million and taking into account overseas sales activities and a buffer to mitigate the risk of exceeding the annual cap, the estimated transaction amount for the year ending 31 December 2025 is approximately RMB62 million. As confirmed by the management of the Company, the aforementioned transition plan from transportation services to logistic agency services would be implemented accordingly from 2026 and we found this factor has been taking into account for the decline of the expected transaction amount based on the anticipated plan of logistic services we obtained from the Company, and a growth in 2027 based on the three year plan issued by the subsidiary of Sany Heavy Group in August 2025.

Based on the above, having considered the historical transaction amounts; the Group's transition plan and the potential significant deviations between actual settlement amounts and initial estimates, we are of the view that the purposed annual caps in relation to transportation under the SANYI Sales Framework Agreement are fair and reasonable.

Logistic agency services

	For the year ending 31 December		
	2025	2026	2027
	RMB	RMB	RMB
The SANYI Sales Framework Agreement	18,600,000	16,519,060	19,310,119

To assess the fairness and reasonableness of the proposed annual caps in relation to logistic agency services under the SANYI Sales Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount under the SANYI Sales Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately nil, RMB1,315,000 and RMB9,178,093, respectively. We noted this represents a year-on-year growth of approximately 830.61% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, we noted this indicate a generally upward trend in transaction amounts in relation to logistic agency services under the SANYI Sales Framework Agreement; (ii) the prevailing market price of similar services in the PRC; (iii) the anticipated logistic agency services which will be required by the Group at the prevailing market price for such services in particular, the Company has considered the orders on hand and the historical transaction volume for the year 2025 and estimated that the total transaction amount for the year ending 31 December 2025 will reach RMB18.6 million; (iv) comprehensive consideration of the business scale of the transition from transportation services to logistic agency

services and independent third-party logistics services; (v) as the Group aims to identify independent third-party logistics service providers with more favourable terms by 2026 to reduce reliance on any single supplier, which targeting to pay service fees to Sany Heavy Group of not more than the annual caps set for 2026. The cap for 2027 is based on the projected amount for 2026 with a reasonable increase of about 17% for a general increase in price level and a buffer for increase in transaction volume. Also, according to the internal record we obtained from the Company, we noted the settlement method is on a semi-annual basis. The historical transaction amount for the nine months ended 30 September 2025 could merely reflect freight charges for the period from January to June 2025. Therefore, the full year transaction amount for 2025 is estimated by doubling the charges for period from January to June 2025, resulting in approximately RMB18 million.

Based on the above, having considered the historical transaction; the anticipated logistic agency services; the business scale of the transition; the reduction of reliance on single supplier by 2026, we are of the view that the purposed annual caps in relation to logistic agency services under the SANYI Sales Framework Agreement are fair and reasonable.

Sales agency

	For the year ending 31 December		
	2025	2026	2027
	<i>RMB</i>	<i>RMB</i>	<i>RMB</i>
The SANYI Sales Framework Agreement	135,000,000	183,475,793	198,997,162

To assess the fairness and reasonableness of the proposed annual caps in relation to sales agency under the SANYI Sales Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount under the SANYI Sales Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB73,360,000, RMB84,738,000 and RMB61,602,626, respectively. We noted this represents a year-on-year growth of approximately 15.51% in 2024, followed by a year-on-year decline of approximately 3.07% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate over the three-year period was approximately 6.22%, indicating a generally upward trend in transaction amounts in relation to sales agency under the SANYI Sales Framework Agreement; (ii) pipeline orders; and (iii) the projected sales plans in overseas regions targeting at a 35% growth in overseas sales in 2026, and a 8% general growth in 2027 for the increase in price level and a buffer. Based on historical overseas sales revenue for key products we obtained from the Company, we noted the average growth rate of overseas revenue for the nine months ended 30

September 2025 compared to the same period in 2024 was approximately 35%. Therefore, using this historical average growth rate as a reference, we are of the view that forecasting a 35% growth in overseas sales in 2026 is reasonable. Based on the procurement plan we reviewed, we noted Company is expected to pay RMB15 million in sales agency service fees to the subsidiary of the Sany Heavy Group in December 2025 and this is also reflected on the contract we obtained from the Company. As this fee is settled annually, no transactions occurred from January to September. Moreover, based on the internal record including the agreement and invoice we collected from the Company, we found approximately RMB62 million was paid to a subsidiary of Sany Heavy Group and an additional RMB20 million in logistics agency fees is expected to be paid in the fourth quarter. Moreover, Company is expected to settle approximately RMB30 million in fees with Sany Heavy Group Company at year-end based on the correspondence among the two parties. As such, the expected transaction amount for the year ending 31 December 2025 would be approximately RMB135 million. As part of our assessment, we conducted a review of the Group's anticipated sales agency service to be engaged with the Sany Heavy Group for the three years ending 31 December 2027 which recorded the renewal of overseas contract in 2025 to result in a higher proposed annual caps for 2025 and 2026, followed by a steady growth in 2027, in line with the current trajectory of overseas sales.

Based on the above, having considered the historical transaction amounts and the projected sales plans in overseas regions, we are of the view that the purposed annual caps in relation to sales agency under the SANYI Sales Framework Agreement are fair and reasonable.

2. Master Sales

As stated in the Letter from the Board, the original products sales, sales and energy sales contemplated under the 2023 Products Sales Agreement, the 2023 Master Sales Agreement and the 2023 Energy Sales Agreement are grouped as "sales", for which the Company entered into the Liang Wengen Procurement Framework Agreement with Mr. Liang and the SANYI Procurement Framework Agreement with Sany Heavy.

The parts and components and machinery and second-hand manufacturing equipment to be purchased by the Group under the Liang Wengen Sales Framework Agreement and the SANYI Sales Framework Agreement are different and do not overlap with each other.

a. Principal terms of the Master Sales

Products sales

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Product Sales Agreement, the transactions in relation to product sales contemplated under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in line with the pricing and payment terms adopted

by the Group as agreed in the 2023 Product Sales Agreement. Except for the annual caps, all other terms in relation to product sales of under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement remain unchanged. The principal terms in relation to products under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement have been set out in the paragraph headed “2. Master Sales” of the Circular. We have obtained and reviewed the 2023 Product Sales Agreement, the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement and found there are no difference of the terms in relation to product sales stated among the agreements.

In order to enable the Company to take advantage of Mr. Liang’s Group Companies’ or Sany Heavy Groups’ sales network to sell its finished products to end-customers in a large scale, and in other words, the Group just sell the finished products to end-customers through Mr. Liang’s Group Companies’ or Sany Heavy Groups’ sales network. The prices of the finished products under the Liang Wengen Procurement Framework Agreement or the SANYI Procurement Framework Agreement are determined according to the costs involved (raw material costs, labour costs and manufacturing expenses) plus the gross profit margin, ranging from 10%–40% for domestic sales and from 10%–35% for overseas sales (considering that overseas sales involve higher transportation costs). Such gross profit margin is the same as that the Group charges on Independent Third Party customers when the Group sells the finished products to them directly. In any event, the prices at which the Group sells its product(s) to Mr. Liang’s Group Companies or the Sany Heavy Group shall not be less than the price at which the Group sells the same product(s) to other distributors who are Independent Third Parties. Regarding the margins adopted by the Group, after our discussion with the management of the Company, we noted that those profit margins had been reference to the historical profit margins charged by the Group to Independent Third Parties customers for domestic sales and overseas sales. Given that the profit margins are (i) same as the Group charges on the Independent Third Party customers directly; and (ii) made reference to the profit margins of historical transactions of the Group for domestic sales and overseas sales, we therefore consider that the profit margins adopted by the Group for domestic sales and overseas sales are fair and reasonable and on normal commercial terms.

In order to assess the fairness and reasonableness of the terms of the products sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have randomly selected and obtained six samples of the historical transactions in relation to products sales under the two framework agreements, the value of which represented not less than 10% of the total transactions in relation to products sales for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with Mr. Liang’s Group Companies or the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the

samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. The samples of Independent Third Parties we collected were used to compare with those six historical connected transactions. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to products sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. We noted that the prices at which the Group sold its products to Mr. Liang's Group Companies or the Sany Heavy Group were not less than the price at which the Group sold to Independent Third Parties according to the samples obtained from the Company. As such, we noted that the terms offered by the Company to Mr. Liang's Group Companies or the Sany Heavy Group were no more favourable than those offered to Independent Third Parties. Pursuant to the nature of the products involved and the timing of the transactions offered to Independent Third Parties are relevant to those offered to Mr. Liang's Group Companies or the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. The price of any products being sold shall be paid by telegraphic transfer within three months after delivery and the relevant products having passed the inspection by Mr. Liang's Group Companies or the Sany Heavy Group. Based on the samples we reviewed, we noted that the payment terms the Company offered to Mr. Liang's Group Companies or the Sany Heavy Group were not more favorable than those offered to Independent Third Parties.

Given that the terms offered to Mr. Liang's Group Companies or the Sany Heavy Group were no more favourable than the terms offered to Independent Third Parties based on the samples we reviewed; the terms in relation to products sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in the same manner as those under the 2023 Product Sales Agreement, we concur with the view of the Board that the terms of transactions contemplated under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Group and the Shareholders as a whole.

Sales

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Master Sales Agreement, the transactions in relation to sales contemplated under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed in the 2023 Master Sales Agreement. Except for the annual caps, all other terms in relation to sales of under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement remain unchanged. The principal terms in relation to sales under the

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Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement have been set out in the paragraph headed “2. Master Sales” of the Circular. We have obtained and reviewed the 2023 Master Sales Agreement, the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement and found there are no difference of the terms in relation to product sales stated among the agreements.

The basis of determining prices of raw materials will be determined based on the arm’s length negotiation and with reference to the original procurement costs of raw materials sourced by the Group or the value of the raw materials or parts and components as shown in the ERP financial software of the Group, which should be in any event no less favorable to the Group than is available to Independent Third Parties. For those common parts and components which can be easily accessible in the market, the Group will follow the pricing as determined during the Group’s commercial procurement tender process. The basis of determining prices of the second-hand manufacturing equipment will be determined on arm’s length negotiation and with reference to the formula stated under paragraph headed “Second-hand manufacturing equipment” in the Circular, which is a default formula set by the Group’s ERP financial software following the Group’s accounting policy for depreciation and valuation on equipment and also applicable to the valuation of all equipments of the Group, and should be in any event no less favorable to the Group than is available to Independent Third Parties.

In order to assess the fairness and reasonableness of the terms of the sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have randomly selected and obtained ten samples of the historical transactions in relation to products sales under the two framework agreements, the value of which represented not less than 10% of the total transactions in relation to products sales for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with Mr. Liang’s Group Companies or the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. The samples of Independent Third Parties we collected were used to compare with those ten historical connected transactions. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. We noted that the prices at which the Group sold its products to Mr. Liang’s Group Companies or the Sany Heavy Group were not less than the price at which the Group sold to Independent Third Parties according to the samples obtained from the Company. As such, we noted that the terms offered by the Company to Mr. Liang’s Group Companies or the Sany Heavy Group were no more favourable than those offered to Independent Third

Parties. Pursuant to the nature of the products involved and the timing of the transactions offered to Independent Third Parties are relevant to those offered to Mr. Liang's Group Companies or the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. 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. Based on the samples we reviewed, we noted that the payment terms the Company offered to Mr. Liang's Group Companies or the Sany Heavy Group were not more favorable than those offered to Independent Third Parties.

Given that the terms offered to Mr. Liang's Group Companies or the Sany Heavy Group were no more favourable than the terms offered to Independent Third Parties based on the samples we reviewed; the terms in relation to sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in the same manner as those under 2023 Master Sales Agreement, we concur with the view of the Board that the terms for continuing connected transactions contemplated under Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Group and the Shareholders as a whole.

Energy sales

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Energy Sales Agreement, the transactions in relation to energy sales contemplated under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed in the 2023 Energy Sales Agreement. Except for the annual caps, all other terms in relation to energy sales of under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement remain unchanged. The principal terms in relation to energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement have been set out in the paragraph headed "2. Master Sales" of the Circular. We have obtained and reviewed the 2023 Energy Sales Agreement, the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement and found there are no difference of the terms in relation to energy sales stated among the agreements.

For photovoltaic energy, the rental fees in the form of a 15% discount rate to be offered by the Group to Mr. Liang's Group Companies or the Sany Heavy Group for the set-up of the photovoltaic equipment shall be determined with reference to the applicable market rates of similar premises in the vicinity and quotations from Independent Third Parties in the similar industry for similar premises in the vicinity. Photovoltaic energy will be supplied at a price calculated by having the relevant volume of electricity usage multiplied by the relevant

government real-time price per kWh (as adjusted from time to time), which is determined by the government authorities (including State Grid Corporation of China* (國家電網公司)) depending on the location of the premises with the rooftop installed, and with a discount rate which is a common practice in the PRC market that power stations offer discounts to customers in exchange for the set-up of photovoltaic equipment at their premises. The 15% discount rate as indicated in the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement was determined with reference to (i) the discount rates offered by other power stations to their customers that the fees for the overall consumption of the photovoltaic energy shall include a discount as rental fees for the use of the premises to set up the relevant photovoltaic equipment and (ii) market practice in the photovoltaic energy industry as at the date of the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. The Directors confirmed that the 15% discount rate is currently in line with market practice. Hydrogen refueling services will be charged based on the standard rate for national hydrogen fuel demonstration city clusters, currently set at RMB35 per kilogram. Upon completion of the energy storage station for lithium-ion energy, profit will be generated through arbitrage between peak and off-peak electricity prices. Such profits shall be allocated based on a ratio no less than 2:8 with Mr. Liang's Group Companies. The applicable electricity rate when the station supplies electricity will correspond to the time-of-use (TOU) power tariff at which the local park purchases electricity from the State Grid Corporation of China during the same period. TOU electricity pricing references include (i) the agency electricity tariff of the State Grid Corporation of China; and (ii) the electricity cost standards verified by the local power supply authority where the energy storage station is located.

In order to assess the fairness and reasonableness of the terms of energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have randomly selected and obtained four samples of the historical transactions in relation to energy sales under the two framework agreements, the value of which represented not less than 10% of the total transactions in relation to energy sales for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with Mr. Liang's Group Companies or the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. The samples of Independent Third Parties we collected were used to compare with those four historical connected transactions. As such, we consider the selected samples to be fair and representative of the overall transaction terms in relation to energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. We noted that the prices at which the Group sold its products to Mr. Liang's Group Companies or the Sany Heavy Group were not

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less than the price at which the Group sold to Independent Third Parties according to the samples obtained from the Company. As such, we noted that the terms offered by the Company to the Sany Heavy Group were no more favourable than those offered to Independent Third Parties. Pursuant to the nature of the products involved and the timing of the transactions offered to Independent Third Parties are relevant to those offered to the Mr. Liang's Group Companies or the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. Monthly invoices shall be issued by the Company to Mr. Liang's Group Companies or the Sany Heavy Group for the payment for the electricity, which will be settled by telegraphic transfer or cash within fifteen (15) days upon receipt of the invoice by Mr. Liang's Group Companies or the Sany Heavy Group. Based on the samples we reviewed, we noted that the payment terms the Company offered to Mr. Liang's Group Companies or the Sany Heavy Group were not more favorable to the Company than those offered to Independent Third Parties.

Given that the terms offered to the Mr. Liang's Group Companies or the Sany Heavy Group were no more favourable than the terms offered to Independent Third Parties based on the samples we reviewed; the terms in relation to energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement will be conducted in the same manner as those under 2023 Energy Sales Agreement, we concur with the view of the Board that the terms in relation to energy sales of transactions contemplated under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Group and the Shareholders as a whole.

b. The proposed annual caps of Master Sales

Products sales

	For the year ending 31 December		
	2025	2026	2027
	RMB	RMB	RMB
The Liang Wengen			
Procurement Framework			
Agreement	2,007,340,000	3,316,046,000	4,659,637,200
The SANYI Procurement			
Framework Agreement	3,941,640,000	4,604,827,823	5,604,036,296

To assess the fairness and reasonableness of the proposed annual caps in relation to products sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction

amount in relation to product sales under the Liang Wengen Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB481,067,000, RMB790,742,000 and RMB1,291,860,778, respectively. We noted this represents a year-on-year growth of approximately 64.37% in 2024, followed by a year-on-year growth of approximately 117.83% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025; and (ii) the historical transaction amount in relation to products sales under the SANYI Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB3,251,816,000, RMB2,514,141,000 and RMB2,419,764,782. We noted this represents a year-on-year decline of approximately 22.69% in 2024, followed by a year-on-year growth of approximately 28.33% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate in relation to products sales over the three-year period were approximately 91.10% and 2.82% under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, respectively, indicating a generally upward trend in transaction amounts under both agreements.

As disclosed in the Letter from the Board, following the completion of the 2024 Acquisition, Sany Lithium Energy became a subsidiary of the Group. Mr. Liang's Group Companies and the Sany Heavy Group are mainly engaged in the production of pure electric heavy-duty trucks. The procurement demand for the Group's power batteries from Mr. Liang's Group Companies is expected to increase by approximately RMB1.7 billion million in 2026 (compared with 2025) and by another approximately RMB1.4 billion million in 2027 (compared with 2026) while the procurement demand for the Group's power batteries from the Sany Heavy Group is expected to increase by RMB500 million in 2026 (compared with 2025) and by another RMB500 million in 2027 (compared with 2026). This business constitutes the main reason for the increase in the proposed annual caps for the Company's product sales. The Company originally estimated that the upper limit of the demand quota under product sales would be RMB7.18 billion, including the original annual cap of RMB4.39 billion for the year ending 31 December 2025 and additional demand of RMB2.79 billion generated by Sany Lithium Energy. To reduce the scale of revenue-related connected transactions in 2025, the Company has implemented strict connected transaction control measures. It is expected that these measures will lead to a decrease of RMB1.23 billion in transaction amounts across other business segments of the Company, such as logistic equipment business, oil and gas equipment business, as well as solar modules, hydrogen production equipment and other related services in the emerging industry equipment business. Consequently, the overall demand quota under product sales for 2025 will be RMB5.95 billion. Among this, the demand of Sany Lithium Energy from 2025 to 2027 is approximately RMB1.61 billion, RMB3.23 billion, and RMB4.66 billion respectively under the Liang Wengen Procurement Framework Agreement while the demand of Sany Lithium Energy

from 2025 to 2027 is approximately RMB650 million, RMB1.4 billion, and RMB2.02 billion respectively under the SANYI Procurement Framework Agreement.

For our due diligence purpose, we obtained the list of expected sales transaction with Mr. Liang's Group Companies for the three months ending 31 December 2025 from the Company. In addition, we reviewed the relevant contracts for transactions expected to occur during this period and noted the unit prices stated therein, and examined correspondence between the Company and Mr. Liang's Group Companies or the Sany Heavy Group regarding the anticipated sales quantities. Based on our review, we observed that the estimated sales amounts were derived by multiplying the product unit price by the forecasted sales quantity. Furthermore, we collected the corresponding samples of contracts in relation to a project which the Company would sell to Mr. Liang's Group Companies or the Sany Heavy Group under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. Based on our review, we found a specific project duration was agreed upon in the same contracts, subject to certain conditions including the requirement to obtain the approval from government. We noted the project is related to Sany Lithium Energy and the terms regarding the fee and settlement (complied with the relevant regulations issued by the corresponding government authority) are clearly stated. These samples demonstrate the Company's intention for the sales transaction to take place due to the 2024 Acquisition as we noted that the framework of that project involving Sany Lithium Energy has been set, in particular, the terms agreed in the sample contracts are stated to remain valid throughout the period covered by the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement. Hence, we are of the view that the assumption of the anticipated transaction amount for the four months ending 31 December 2025 due to the 2024 Acquisition is fair and reasonable.

Based on the above, having considered the historical transaction amounts, the orders received by the Group to-date, the orders under negotiation, the scheduled deliveries, the business plan of the Group and the expected demand of the products by end-customers and the increase in transactions due to the 2024 Acquisition, we are of the view that the purposed annual caps in relation to products sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable.

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Sales

	For the year ending 31 December		
	2025	2026	2027
	<i>RMB</i>	<i>RMB</i>	<i>RMB</i>
The Liang Wengen			
Procurement Framework			
Agreement	68,944,100	16,691,844	15,498,870
The SANYI Procurement			
Framework Agreement	56,920,359	53,070,802	60,693,972

To assess the fairness and reasonableness of the proposed annual caps in relation to sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount in relation to sales under the Liang Wengen Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB6,923,000, RMB8,855,000 and RMB44,935,193, respectively. We noted this represents a year-on-year growth of approximately 27.91% in 2024, followed by a year-on-year growth of approximately 576.61% in 2025, based on the annualised transaction amount in relation to sales for the nine months ended 30 September 2025; (ii) a business adjustment to cease certain business lines after selling all its inventories in 2026, and 2027; (iii) the historical transaction amount under the SANYI Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB18,858,000, RMB34,346,000 and RMB20,376,318. We noted this represents a year-on-year growth of approximately 82.13% in 2024, followed by a year-on-year decline of approximately 20.90% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate in relation to sales over the three-year period were approximately 302.26% and 30.62% under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, respectively, indicating a generally upward trend in transaction amounts under both agreements; (iv) expected sales orders for new products to be introduced in the fourth quarter of 2025; (v) business adjustment to suspend sales of certain products in 2026; and (vi) a general business growth rate of 14.5% in 2027 as compared with that for 2026 as a general price increase and a buffer. As part of our assessment, we conducted a review of the Group's anticipated sales plan under the SANYI Procurement Framework Agreement for the three years ending 31 December 2027. We noted the Company anticipates a substantial increase in its sales from the Sany Heavy Group during the last quarter of 2025 that the Sany Heavy Industry Co., Ltd. plans to establish a battery pack assembly line between the end of 2025 and early 2026. As such, Sany Lithium Energy is expected to sell related equipment and materials domestically

to Sany Heavy Group Company, with an estimated transaction value of approximately RMB10 million by the end of 2025 which we found it aligned with the internal correspondence approval regarding it. As confirmed by the management of the Company, together with the consideration of approximately 30.62% of the average annual growth rate over the past three-year period, the estimated sales amount under the SANYI Procurement Framework Agreement is approximately RMB11.6 million. Furthermore, we found the raw material will need to be sold to Mr. Liang's Group Companies to align with the production shift and the need of transferring parts and components from the Company to the Sany Heavy Group account for the increase in the proposed annual cap in 2025, the proposed annual cap in relation to sales under the Liang Wengen Procurement Framework Agreement is expected to drop significantly because the relevant business operation will no longer be carried out in 2026 as disclosed in the announcement regarding the disposal of turbine tower assets dated 12 March 2025, followed by a drop in the proposed annual cap for 2027 under the SANYI Procurement Framework Agreement as one of the associates of Mr. Liang's Group Companies will wind down its operations gradually as outlined in the business plan we reviewed. Conversely, there is an increase in the proposed annual cap for 2027 under the SANYI Procurement Framework Agreement which is attributable to the newly approved sales activities involving Sany Heavy Group, with a recent internal correspondence verifying the approval of such engagement.

Based on the above, having considered the historical transaction amounts, the planned scale of sale for this transaction is expected to increase with the increase in the Group's current inventory., we are of the view that the purposed annual caps in relation to sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable.

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Energy Sales

	For the year ending 31 December		
	2025	2026	2027
	<i>RMB</i>	<i>RMB</i>	<i>RMB</i>
The Liang Wengen Procurement Framework Agreement			
— leasing rooftop spaces	2,991,000	—	—
— sales of photovoltaic energy, hydrogen energy, and lithium battery energy	32,653,033	33,457,000	32,558,720
The SANYI Procurement Framework Agreement			
— leasing rooftop spaces	8,635,005	11,254,437	11,254,437
— sales of photovoltaic energy, hydrogen energy, and lithium battery energy	90,435,700	157,329,581	154,589,581

To assess the fairness and reasonableness of the proposed annual caps in relation to energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount in relation to energy sales under the Liang Wengen Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately nil, RMB11,259,000 and RMB15,244,911, respectively We noted this represents a year-on-year growth of approximately 80.54% in 2025, based on the annualised transaction amount in relation to sales for the nine months ended 30 September 2025; and (ii) the historical transaction amount in relation to energy sales under the SANYI Procurement Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately nil, RMB27,312,000 and RMB42,476,887. We noted this represents a year-on-year growth of approximately 107.37% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual growth rate in relation to energy sales over the three-year period under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement, we understand a generally upward trend in transaction amounts under both agreements was indicated.

As confirmed with the management of the Company and the anticipated sales plan we obtained from the Company, we found the proposed annual caps were determined based on the expected sales growth of different energy types, fluctuations in the demand from actual energy users and the increase in lithium-ion energy sales following the 2024 acquisition. (i) Regarding the Company's photovoltaic energy sales, photovoltaic power generation facilities generally start construction at the beginning of the year, but the cycle for completing the connection procedures and grid access formalities after completion is relatively long. As a result, the time when power generation facilities can generate revenue from power generation after completing all formalities is generally in the third and fourth quarters. However, once power generation of the photovoltaic facility commences, the power output will be relatively stable, and the general energy sales revenue is related to the number of photovoltaic power generation facilities and the unit price of energy. Based on the understanding of the Company, Mr. Liang's Group Companies anticipate that the Independent Third Party electricity prices in the operational regions where they currently procure photovoltaic energy from the Group may be lower than the price of the photovoltaic energy supplied by the Group, as such, Mr. Liang's Group Companies may cease to purchase photovoltaic energy from the Group. Due to fluctuations in electricity prices across different regions and time periods, if there be any change in the market conditions, Mr. Liang's Group Companies may consider purchasing photovoltaic energy from the Group again in the future. Any resumption of such transactions will be conducted in full compliance with the Listing Rules; (ii) Regarding the Company's hydrogen energy sales, this energy sales business has also begun to make progress. Although Sany Hydrogen Energy was acquired in 2023, it remained in the early R&D stage throughout 2024, resulting in limited revenue generation. As this business enters the commercial operation stage in 2025, it is expected to start stable hydrogen energy sales in the second half of 2025; (iii) Regarding the Company's lithium-ion energy sales, it mainly consists of the sales of replaceable lithium-ion energy and the sales of energy storage lithium-ion energy sales. Actual energy users' pure electric vehicles need to purchase replaceable lithium-ion battery energy from the Group. This part of the business will fluctuate correspondingly with the number and usage frequency of the pure electric vehicles they hold. It is expected that Sany Heavy Group will purchase this type of energy in the amounts of RMB33 million, RMB81 million, and RMB78 million from 2025 to 2027 respectively. Meanwhile, the sales of energy storage lithium-ion energy mainly refer to the number of operational energy storage power stations, and the Group plans to construct 30 energy storage power stations throughout 2025.

As part of our assessment, we conducted a review of the Group's anticipated sales plan in relation to energy sales with Mr. Liang's Group Companies. Based on the existing electricity sales contract and the internal record we obtained from the Company, we noted electricity consumption is anticipated to rise during the winter months of October to December and hence approximately RMB10 million in revenue in relation to energy sales is expected to be generated between October and December 2025. Also, we noted the operational capacity is approximately 100

MWh in 2025, with an expected cycle frequency, we understood an average revenue of RMB32,100 per MWh per month for the new business is generated, hence the estimated revenue for the period from October to December 2025 is approximately RMB10 million. Therefore, an additional of approximately RMB20 million in energy sales is expected with Mr. Liang's Group Companies for the three months ending 31 December 2025. Based on the Group's anticipated sales plan in relation to energy sales with the Sany Heavy Group, we noted a subsidiary of the Company is expected to generate RMB57 million in energy sales for the full year and approximately 15% of it shall be occurred for the roof top facility in the last quarter in 2025, resulting approximately RMB9 million to be occurred in the three months ending 31 December 2025, together with approximately RMB50 million of the estimated sales amount shall be occurred in the last quarter in 2025 due to the new business as the corresponding contracts we obtained from the Company.

Based on the above, having considered the historical transaction amounts; the condition of the photovoltaic power generation facility; the acquisition of Sany Hydrogen Energy; and the construction plan of energy storage power station, we are of the view that the purposed annual caps in relation to energy sales under the Liang Wengen Procurement Framework Agreement and the SANYI Procurement Framework Agreement are fair and reasonable.

3. Master Guarantee

As stated in the Letter from the Board, the original equipment sales and leasing contemplated under the 2023 Equipment Sales and Leasing Framework Agreement is renamed as "guarantee". As the Group has only transacted with the Sany Heavy Group in respect of the original equipment sales and leasing, the Company entered into the SANYI Guarantee Framework Agreement with Sany Heavy only.

a. Principal terms of the master guarantee

As confirmed by the management of the Group, subject to the basis of determining the prices agreed in the 2023 Equipment Sales and Leasing Framework Agreement, the transactions contemplated under the SANYI Guarantee Framework Agreement will be conducted in line with the pricing and payment terms adopted by the Group as agreed in the 2023 Equipment Sales and Leasing Framework Agreement. Except for the annual caps, all other terms of the SANYI Guarantee Framework Agreement remain unchanged. The principal terms of the SANYI Guarantee Framework Agreement have been set out in the paragraph headed "3. Master Guarantee" of the Circular. We have reviewed the 2023 Equipment Sales and Leasing Framework Agreement and the SANYI Guarantee Framework Agreement and found there are no difference of the terms stated between the agreements.

In determining the sales price of the parts and equipment to be sold, we understand the management of the Company shall determine the price according to the costs involved (i.e. research and development costs, raw material costs, labour costs and manufacturing expenses) plus the gross profit margin ranging from 10% to 40%.

which shall in any event be no less favourable to the Group than terms available to Independent Third Parties. Also, as mentioned in the Letter from the Board, the range of the gross profit margin for the Parts and Equipment is determined based on previous transactions conducted by the Group with Independent Third Parties, which is in line with the prevailing market practice. The minimum gross profit margin of 10% is a target fixed by the Group while the maximum gross profit margin of 40% is generally consistent with market practice. The gross profit margin ranges from 10% to 40% as it depends on the type of parts and equipment manufactured by the Group, which includes mining equipment, logistics equipment, automatic machineries and relevant ancillary parts.

In order to assess the fairness and reasonableness of the terms of the SANYI Guarantee Framework Agreement, we have randomly selected and obtained three samples of historical transactions provided by the Company in relation to the sales of the parts and equipment to the Sany Heavy Group and to Independent Third Parties, the value of which represented not less than 10% of the total sales transaction for the two years ended 31 December 2024 and the nine months ended 30 September 2025. The samples were selected based on the following criteria that ensuring (i) the transactions with the Sany Heavy Group involved different subsidiaries rather than selecting all samples from the same entity; and (ii) the samples covered different points in time for each of the two years ended 31 December 2024 and the nine months ended 30 September 2025 to enhance the diversity and relevance of the sample set over time. The samples of Independent Third Parties we collected were used to compare with those three historical connected transactions. As such, we consider the selected samples to be fair and representative of the overall transaction terms under the SANYI Guarantee Framework Agreement. We noted the terms of those historical transactions were no less favourable to the Group than those to Independent Third Parties according to the samples obtained from the Company. Pursuant to the nature of the products involved and the timing of the transactions offered to Independent Third Parties are relevant to those offered to the Sany Heavy Group, we considered the comparables we reviewed are fair and representative. As stated in the SANYI Guarantee Framework Agreement, if a Lessee breaches the terms as set out in the Financial Lease and Guarantee Agreement, the Group shall settle the outstanding lease payment on behalf of the Lessee or repurchase the parts and equipment on normal commercial terms, which shall be no less favourable to the Group than terms available to Independent Third Parties. As confirmed by the management of the Company, there was no default of transactions contemplated under the 2023 Equipment Sales and Leasing Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025. Based on the samples we reviewed, we noted that the payment terms the Company offered to the Sany Heavy Group were not more favorable than those offered to Independent Third Parties.

Given that the terms the Company offered to Sany Heavy Group were no more favourable than the terms offered to Independent Third Parties based on the samples we reviewed; the terms in relation to sales of parts and equipment and the corresponding financial guarantee and repurchase of parts and equipment under the SANYI Guarantee Framework Agreement will be conducted in the same manner as

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those under the 2023 Equipment Sales and Leasing Framework Agreement; and the principles and findings outlined above, we concur with the view of the Board that the terms for continuing connected transactions in relation to logistic agency services contemplated under the SANYI Guarantee Framework Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

b. The purposed annual caps of the master guarantee

		For the year ending 31 December		
		2025	2026	2027
		RMB	RMB	RMB
The SANYI Guarantee Framework Agreement				
— Sales of parts and equipment	2,301,004,602	2,968,429,624	3,527,115,549	
— Financial guarantee and repurchase of parts and equipment	2,070,904,142	2,662,660,380	3,160,692,456	

To assess the fairness and reasonableness of the proposed annual caps in relation to purchase under the SANYI Guarantee Framework Agreement, we have reviewed the basis of determining the proposed annual caps for each of the three years ending 31 December 2027, including (i) the historical transaction amount in relation to sales of parts and equipment under the SANYI Guarantee Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB2,729,175,000, RMB1,465,548,000 and RMB1,176,377,026, respectively. We noted this represents a year-on-year decline of approximately 46.30% in 2024, followed by a year-on-year growth of approximately 7.02% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025; and (ii) the historical transaction amount in relation to financial guarantee and repurchase of parts and equipment under the SANYI Guarantee Framework Agreement for the two years ended 31 December 2024 and the nine months ended 30 September 2025, which were approximately RMB2,266,356,000, RMB1,244,867,000 and RMB1,024,355,202, respectively. We noted this represents a year-on-year decline of approximately 45.07% in 2024, followed by a year-on-year growth of approximately 9.72% in 2025, based on the annualised transaction amount for the nine months ended 30 September 2025. Taking into account the year-on-year changes from the 2023 to 2025, the average annual decline rate in relation to sales of parts and equipment and financial guarantee and repurchase of parts and equipment over the three-year period were approximately 19.64% and 17.68%, respectively, indicating a generally downward trend in transaction amounts in relation to purchase the SANYI Sales Framework Agreement.

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Pursuant to the historical transaction amounts of the sales of parts and equipment and the financial guarantee and the repurchase of parts under the 2023 Equipment Sales and Leasing Framework Agreement for the year ended 31 December 2024 and the nine months ended 30 September 2025; we noted the average loan ratio of the sales of parts and equipment was approximately 90%. We reviewed samples of leasing agreement signed with independent bank or other finance lease companies and noted that their down payment is approximately 10%. As such, we are of the view that the average loan ratio of 90% is fair and reasonable. As discussed with the management of the Company, customers have adopted the finance lease model instead of the instalment payment model which speeds up the Company's cash collection for products since the cash collection rate of the financial lease is 100%. Also, as stated in the Letter from the Board and the discussion with the management of the Company, the anticipated transaction amount of the sales of parts and equipment due to the 2024 Acquisition for the year ending 31 December 2025. Since the 2024 Acquisition, Sany Lithium Energy generated additional supply of parts and equipment which include lithium battery energy storage products and relevant ancillary parts for the sales and financial leasing business, resulting in an expected increase in the sales of parts and equipment under the SANYI Guarantee Framework Agreement. In addition, the 2024 Acquisition is part of the Group's strategy to expand into new energy businesses which will increase demand in this area. For our due diligence purpose, we obtained the plan of expected sales transaction with the Sany Heavy Group for the three years ending 31 December 2027 due to the 2024 Acquisition and obtained three samples of contracts related to the expected sales transaction for the three months ending 31 December 2025. Since the annual caps of the sales of parts and equipment shall be purposed as mentioned earlier, we noted the annual caps of the financial guarantee and the repurchase of parts are purposed according to the purposed annual cap of the sales of parts and equipment and the annual caps of the financial guarantee and the repurchase of parts are approximately 90% of the annual caps of the sales of parts and equipment for each of the three years ending 31 December 2027.

Based on the above, having consider the historical transaction amounts for the two years ended 31 December 2024 and the nine months ended 30 September 2025; orders under negotiation and the product sales plan for the three years ending 31 December 2027; the average loan ratio of the sales of parts and equipment of approximately 90%; current intention of the customers of changing from using instalment payment model directly with the Group to using finance lease services with the Sany Heavy Group, which would help to speed up the cash collection process of the Group; and the increase in transactions due to the 2024 Acquisition, we are of the view that the purposed annual caps under the SANYI Guarantee Framework Agreement are fair and reasonable.

Internal control measures

As confirmed by the Director, to ensure that the actual prices for the 2025 Non-Exempt Transactions are on normal commercial terms or better and on terms no less favorable to the Group than those offered by Independent Third Parties, the internal audit department of the Group will conduct regular checks to review at least twice a year and assess whether the products have been procured or sold in accordance with the terms of the relevant agreement and on normal commercial terms or better. Any exception cases identified would be further investigated and reported to the executive Directors and the chief executive officer in order to take appropriate actions. In addition, the Company will engage external auditors to conduct annual review of the 2025 Non-Exempt Transactions.

We have assessed the internal control policy for continuing connected transactions of the Group by discussing with the management of the Group in relation to the internal control procedures and reviewing the latest meeting minutes regarding the connected continuing transactions in relation to master procurement, master sales and master guarantee with Mr. Liang's Group Companies and the Sany Heavy Group and the internal control policy document. We believe that such internal procedures abided by the internal control framework can effectively assure that the existing and possible future individual agreements entered/to be entered with any connected parties are/will be on normal commercial terms and not prejudicial to the interests of the Company and its minority Shareholders. In view of the internal control measures established by the Company in relation to the continuing connected transactions, we are of the view that appropriate measures will be in place to govern the conduct of the 2025 Non-Exempt Transactions and safeguard the interests of the Independent Shareholders. Besides, the Group's financial department has a designated employee to monitor related transactions conducted under each of 2025 Non-Exempt Transactions. In addition, we reviewed the internal records detailing the actual transaction amount and the remaining amount of the approved annual caps conducted under the 2023 Master Purchase Agreement, the 2023 Master Transportation Agreement, the Logistic Services Agency Agreement, the 2023 Master Sales Agency Agreement, the 2023 Products Sales Agreement, the 2023 Master Sales Agreement, the 2023 Energy Sales Agreement and the 2023 Equipment Sales and Leasing Framework Agreement for the nine month ended 30 September 2025 and such records were maintained by the Group's financial department to ensure the transaction amount do not exceed the approved annual caps. When the transaction limit reaches 80% of the annual cap set under the respective agreement, he/she will promptly inform the business department of the Group and the chief financial officer such that the Group can arrange for a revision of the annual cap as appropriate, in compliance with all relevant requirements under Chapter 14A of the Listing Rules. No further transaction will be conducted in excess of the annual cap, and transactions will only resume after the Group has complied with all relevant Listing Rules requirement under Chapter 14A in relation to the purposed annual cap. Also, the internal audit department of the Group will conduct regular checks on a bi-annual basis to review and assess whether the transactions under each of the 2025 Non-Exempt Transactions have been conducted in accordance with the terms of the relevant agreements and on normal commercial terms or better. Any exception cases identified would be further investigated and reported to the executive Directors and the chief executive officer in order to take appropriate actions. As mentioned in the Letter from the Board, we noted that the

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Company's independent non-executive Directors will conduct an annual review of the transactions under each of the 2025 Non-Exempt Transactions to ensure that the Group has complied with its internal approval procedures, terms of the respective agreement and the relevant Listing Rules and we found the Company's independent non-executive Directors did conduct the review of the transactions under each of the 2023 Products Sales Agreement (Supplemented), the 2023 Equipment Sales and Leasing Framework Agreement (Supplemented), and the 2023 Master Purchase Agreement (Supplemented) (as defined in the 5 September 2025) twice a year pursuant to the latest meeting minutes dated 31 March 2025 and 28 August 2025 we collected from the Company. We have also obtained the letter issued by the external auditors dated 31 March 2025 which proved the latest annual review of the continuing connected transactions being conducted by the external auditors as the Company's internal control measure. As aforementioned in our assessment of the fairness and reasonableness of the transaction terms, we reviewed the selected samples of transactions conducted under the 2023 Products Sales Agreement (Supplemented), the 2023 Equipment Sales and Leasing Framework Agreement (Supplemented), and the 2023 Master Purchase Agreement (Supplemented) (as defined in the 5 September 2025) and noted that the continuing connected transactions contemplated thereunder were executed in accordance with the internal control procedures and they were no less favourable to the Group than those offered by Independent Third Parties. Having taken the usual practice of the other listed companies on the Stock Exchange, we consider the above procedures taken previously would continue to be conducted by the Company under each of the 2025 Non-Exempt Transactions to ensure the pricing policy will be adhered from time to time and the monthly review to be implemented by the Company on all the connected transaction agreements would further enhance the adequacy and effectiveness of the internal control measures to be adopted by the Company for continuing connected transaction if the internal control policy will be properly executed by the management.

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RECOMMENDATION

Having taken the above principal factors and reasons, we are of the view that the entering of the 2025 Non-Exempted Transactions are on normal commercial terms or better, in the ordinary course of business of the Group and are in the interests of the Company and the Shareholders as a whole. We also consider that the terms of the 2025 Non-Exempted Transactions and the purposed annual caps for the continuing connected transactions contemplated thereunder are fair and reasonable. Therefore, we advise the Independent Board Committee to recommend the Independent Shareholders and we recommend the Independent Shareholders to vote in favour of the ordinary resolutions to be proposed at the EGM approving terms of the 2025 Non-Exempted Transactions and the purposed annual caps for the continuing connected transactions contemplated thereunder.

Yours faithfully,
For and on behalf of
Vinco Financial Limited
Alister Chung
Managing Director

Note: Mr. Alister Chung is a licensed person registered with the Securities and Future Commission of Hong Kong and a responsible officer of Vinco Financial Limited to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO and has participated in the provision of independent financial advisory services for various transactions involving companies listed in Hong Kong for over 10 years.

1. DISCLOSURE OF INTERESTS

(a) Interests and short positions of the Directors and the chief executives in the share capital and associated corporations of the Company

As at the Latest Practicable Date, the interests or short positions of the Directors and the chief executives in the Shares, underlying Shares or debentures of the Company or any of its associated corporation (within the meaning of Part XV of the SFO) which were notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein or were required to be notified to the Company and the Stock Exchange pursuant to the Model Code, were as follows:

Long positions in Shares and underlying Shares:

Name of Director	Capacity	Number of Shares held	Percentage of issued voting shares of the Company
Mr. Zhou Fugui ⁽¹⁾	Interest of spouse	230,000	0.01%
Mr. Fu Weizhong ⁽²⁾	Beneficial owner	4,358,224	0.13%
Mr. Tang Xiuguo ⁽³⁾	Beneficial owner/ interest of spouse	7,467,000	0.23%
Mr. Xiang Wenbo	Beneficial owner	2,858,000	0.09%
Mr. Poon Chiu Kwo	Beneficial owner	1,000,000	0.03%
Mr. Hu Jiquan	Beneficial owner	1,000,000	0.03%
Mr. Qi Jian ⁽⁴⁾	Beneficial owner	9,754,009	0.30%

Notes:

- (1) Mr. Zhou Fugui is deemed to be interested in 230,000 Shares held by his spouse.
- (2) The 4,358,224 Shares in which Mr. Fu Weizhong is interested or deemed to be interested represent the 460,113 shares he directly held and (i) 2,574,400 Shares which will be issued to him upon the exercise of the 2013 Share Option Scheme; (ii) 1,323,711 Shares awarded to him under the 2019 Share Award Scheme.
- (3) The 7,467,000 Shares comprises (i) 5,357,000 Shares held by the spouse of Mr. Tang Xiuguo; and (ii) 2,110,000 Shares directly held by Mr. Tang Xiuguo.
- (4) The 9,754,009 Shares in which Mr. Qi Jian is interested or deemed to be interested represent the 1,758,931 Shares he directly held and (i) 4,972,600 Shares which will be issued to him upon the exercise of the share options under the share option scheme adopted by the Company on 16 February 2013 (the “**2013 Share Option Scheme**”, amended on 11 August 2023); (ii) 3,022,478 shares awarded to him under the restricted share award scheme adopted by the Company on 3 December 2019 (the “**2019 Share Award Scheme**”).

Long Positions in shares of Sany BVI (being the ultimate holding company of the Company):

Name of Director	Capacity	Number of Shares held	Percentage of issued share capital
Mr. Zhou Fugui ^(Note)	Beneficial owner	347.83	3.48%
Mr. Tang Xiuguo ^(Note)	Beneficial owner	869.58	8.70%
Mr. Xiang Wenbo ^(Note)	Beneficial owner	795.04	7.95%

Note: Each of Mr. Zhou Fugui, Mr. Tang Xiuguo and Mr. Xiang Wenbo is a director of Sany BVI and holds 3.48%, 8.70% and 7.95% of the issued share capital of Sany BVI, respectively, which in turn holds the entire issued share capital of Sany Hong Kong, a controlling shareholder of the Company.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors and chief executive of the Company or any of their spouses or children under the age of 18 were interested, or were deemed to be interested in the long and short positions in the Shares, underlying Shares and debentures of the Company or any of its holding company, subsidiaries or other associated corporation (within the meaning of Part XV of the SFO) which were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or were required pursuant to the Model Code to be notified to the Company and the Stock Exchange. At no time had the Company or any of its holding company or subsidiaries been participated in any arrangements to enable the directors or chief executive (including their spouses or children under the age of 18) of the Company to acquire any interests and short positions of Shares or underlying Shares or debentures of the Company or any of its associated corporation (within the meaning of Part XV of the SFO).

Save as disclosed above, as at the Latest Practicable Date, none of the Directors is a director or employee of a company which had, or was deemed to have, an interest or short position in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO.

(b) Interests and short positions of substantial Shareholders and other parties in the Shares and underlying Shares

As at the Latest Practicable Date, other than the interests and short positions of certain directors and chief executives as disclosed under the paragraph above, the interests and short positions of persons in the Shares and underlying Shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who is, directly or indirectly, interested in 5% or more of the

nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of the Group, or substantial shareholders as recorded in the register of substantial shareholder required to be kept by the Company under section 336 of the SFO were as follows:

Long positions in Shares and underlying Shares:

Name of Shareholder	Capacity	Number of Shares/ underlying Shares held	Approximate percentage of issued voting shares of the Company
Sany Hong Kong ⁽¹⁾	Beneficial owner	2,568,818,722	79.50%
Sany BVI ⁽²⁾	Interest of a controlled corporation	2,568,818,722	79.50%
Mr. Liang ⁽³⁾	Interest of a controlled corporation/ Beneficial owner	2,579,688,722	79.84%

Notes:

- (1) The 2,568,818,722 Shares and underlying Shares consist of 2,089,037,688 ordinary Shares and 479,781,034 underlying Shares which may be issued pursuant to the conversion of the 479,781,034 Convertible Preference Shares issued to Sany Hong Kong.
- (2) Sany BVI owns 100% of the issued share capital of Sany Hong Kong. Sany BVI is therefore deemed to be interested in all the Shares and underlying Shares held by Sany Hong Kong under the SFO.
- (3) Mr. Liang is interested in 56.38% of Sany BVI. Mr. Liang is therefore deemed to be interested in all the Shares and underlying Shares held by Sany Hong Kong under the SFO. Mr. Liang also directly held 10,870,000 Shares.

Save as disclosed above, as at the Latest Practicable Date, no other person had any interest or short position in the Shares or underlying Shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who is, directly or indirectly, interested in 5% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of the Group, or any other substantial shareholders whose interests or short positions were recorded in the register required to be kept by the Company under section 336 of the SFO.

2. SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had any existing or proposed service contracts with any member of the Group which is not determinable by the Group within one year without payment of compensation, other than statutory compensation.

3. QUALIFICATION AND CONSENT OF EXPERT

The following is the qualifications of the experts or professional advisers who have given opinion or advice contained in this circular:

Name	Qualifications
Vinco Financial	a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO.

Vinco Financial has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter and references to its name in the form and context in which it appears.

The letter and recommendation given by Vinco Financial is given as of the date of this circular for incorporation herein.

As at the Latest Practicable Date, Vinco Financial does not have any shareholding in the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in the Group.

As at the Latest Practicable Date, Vinco Financial did not have any interest, direct or indirect, in any assets since 31 December 2024, being the date to which the latest published audited accounts of the Company were made up, have been acquired or disposed of by or leased to the Company, or are proposed to be acquired or disposed of by or leased to the Company.

4. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors confirmed that there has not been any material adverse change in the financial or trading position of the Group since 31 December 2024, being the date to which the latest published audited financial statements of the Company were made up.

5. COMPETING INTEREST

As at the Latest Practicable Date, none of the Directors and their associates was interested in any business apart from the business of the Group, which competes or is likely to compete, either directly or indirectly, with that of the Group.

6. INTEREST OF DIRECTORS

As at the Latest Practicable Date, none of the Directors had any direct or indirect interest in any assets which have been acquired or disposed of by, or leased to, or which are proposed to be acquired or disposed of by, or leased to, the Group since 31 December 2024, being the date to which the latest published audited accounts of the Company were made up.

As at the Latest Practicable Date, there is no other contract or arrangement subsisting at the Latest Practicable Date in which any of the Directors is materially interested and which is significant in relation to the business of the Group.

7. DOCUMENTS ON DISPLAY

The following documents are available on the website of the Stock Exchange (www.hkex.com.hk) and the website of the Company (<http://www.sanyhe.com>) for a period of 14 days from the date of this circular:

- (a) the Liang Wengen Sales Framework Agreement;
- (b) the SANYI Sales Framework Agreement;
- (c) the Liang Wengen Procurement Framework Agreement;
- (d) the SANYI Procurement Framework Agreement;
- (e) the SANYI Guarantee Framework Agreement; and
- (f) the written consent from the Independent Financial Adviser referred in paragraph 3 of this appendix.

8. MISCELLANEOUS

- (a) The Company's share registrar and transfer office in Hong Kong is at Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.
- (b) In the event of inconsistency, the English language text of this circular shall prevail over the Chinese language text.



**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)

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “EGM”) of Sany Heavy Equipment International Holdings Company Limited (the “**Company**”) will be held at Conference Room 103, Research and Development Building, Sany Heavy Equipment Co., Ltd., No. 25, 16 Kaifa Road, Shenyang Economic of Technological Development Zone, Shenyang, Liaoning Province, PRC at 10:00 a.m. on Friday, 28 November 2025 for the following purposes:

ORDINARY RESOLUTIONS

1. **“THAT:**

- (a) the Liang Wengen Sales Framework Agreement (as defined in the circular of the Company dated 13 November 2025) dated 20 October 2025 entered into between the Company and Mr. Liang Wengen be and is hereby approved, confirmed and ratified; and
- (b) the annual caps for the transactions under the Liang Wengen Sales Framework Agreement be and are hereby approved, confirmed and ratified.”

2. **“THAT:**

- (a) the SANYI Sales Framework Agreement (as defined in the circular of the Company dated 13 November 2025) dated 20 October 2025 entered into between the Company and Sany Heavy Industry Co., Ltd. be and is hereby approved, confirmed and ratified; and
- (b) the annual caps for the transactions under the SANYI Sales Framework Agreement be and are hereby approved, confirmed and ratified.”

3. **“THAT:**

- (a) the Liang Wengen Procurement Framework Agreement (as defined in the circular of the Company dated 13 November 2025) dated 20 October 2025 entered into between the Company and Mr. Liang Wengen be and is hereby approved, confirmed and ratified; and

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- (b) the annual caps for the transactions under the Liang Wengen Procurement Framework Agreement be and are hereby approved, confirmed and ratified.”

4. **“THAT:**

- (a) the SANYI Procurement Framework Agreement (as defined in the circular of the Company dated 13 November 2025) dated 20 October 2025 entered into between the Company and Sany Heavy Industry Co., Ltd. be and is hereby approved, confirmed and ratified; and
- (b) the annual caps for the transactions under the SANYI Procurement Framework Agreement be and are hereby approved, confirmed and ratified.”

5. **“THAT:**

- (a) the SANYI Guarantee Framework Agreement (as defined in the circular of the Company dated 13 November 2025) dated 20 October 2025 entered into between the Company and Sany Heavy Industry Co., Ltd. be and is hereby approved, confirmed and ratified; and
- (b) the annual caps for the transactions under the SANYI Guarantee Framework Agreement be and are hereby approved, confirmed and ratified.”

By Order of the Board of Directors
Sany Heavy Equipment International Holdings Company Limited
Mr. Zhou Fugui
Chairman

Hong Kong, 13 November 2025

Notes:

- (1) A member entitled to attend and vote at the EGM may appoint one or, if he holds two or more shares of the Company (the “**Share(s)**”), more proxies to attend and vote instead of him. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
- (2) Where there are joint holders of any Share, any one of such joint holder may vote, either in person or by proxy, in respect of such Share as if he were solely entitled thereto, but if more than one of such joint holders be present at the EGM, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
- (3) In order to be valid, a form of proxy together with the power of attorney (if any) or other authority (if any) under which it is signed or a certified copy thereof shall be deposited at the Company’s Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. The proxy form will be published on the website of the Stock Exchange.

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- (4) The register of members of the Company will be closed from Monday, 24 November 2025 to Friday, 28 November 2025 (both days inclusive) during which period no transfer of shares will be registered. The record date for determining the shareholders' entitlement to attend and vote at the EGM is Friday, 28 November 2025. In order to qualify for the entitlement to attend and vote at the EGM, all transfers accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Friday, 21 November 2025.
- (5) The completion of a form of proxy will not preclude you from attending and voting at the EGM in person should you so wish. If you attend and vote at the EGM, the authority of your proxy will be revoked.

As at the date of this circular, the executive Directors are Mr. Zhou Fugui, Mr. Liang Zaizhong and Mr. Fu Weizhong, the non-executive Directors are Mr. Tang Xiuguo and Mr. Xiang Wenbo, and the independent non-executive Directors are Mr. Poon Chiu Kwok, Mr. Hu Jiquan, Mr. Yang Shuyong and Ms. Zhou Lan.