

To be valid, the whole of this document must be returned.

本文件必須整份交還，方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus issued by Heng Tai Consumables Group Limited (the "Company") dated 15 December 2016 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述亨泰消費品集團有限公司(「本公司」)刊發日期為二零一六年十二月十五日關於供股的招股章程(「招股章程」)。除非文義另有所指，招股章程所界定的詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON TUESDAY, 3 JANUARY 2017 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" IN THE ENCLOSED SHEET).

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，並應即時處理。本暫定配額通知書及隨附額外申請表格所載的要約將於二零一七年一月三日(星期二)(或附頁「惡劣天氣的影響」一段所述有關較後日期)下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL OF YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR THE TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR THE TRANSFEREE(S).

閣下如對本暫定配額通知書或應採取的行動有任何疑問，應諮詢閣下的持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已售出或轉讓名下所有本公司股份，應立即將招股章程及本暫定配額通知書以及隨附額外申請表格送交買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

A copy of this PAL, together with a copy each of the Prospectus and the EAF and the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同招股章程、額外申請表格及招股章程附錄三「送呈公司註冊處處長的文件」一段所指明的文件，已遵照香港法例第32章公司(清盤及雜項條文)條例第342C條的規定送呈香港公司註冊處處長登記。香港公司註冊處處長及香港證券及期貨事務監察委員會對任何此等文件的內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this PAL, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)及香港中央結算有限公司(「香港結算」)對本暫定配額通知書的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Branch Share Registrar and
Transfer Office:

Union Registrars Limited
Suites 3301-04, 33/F
Two Chinachem Exchange Square
338 King's Road
North Point, Hong Kong

股份過戶登記分處：
聯合證券登記有限公司
香港北角
英皇道338號
華懋交易廣場2期
33樓3301-04室



HENG TAI CONSUMABLES GROUP LIMITED

亨泰消費品集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock code: 00197)

(股份代號：00197)

RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY ONE EXISTING SHARE HELD ON RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.24 PER RIGHTS SHARE

按於記錄日期每持有一股現有股份
獲發一股供股股份的基準以每股供股股份0.24港元之認購價進行供股

**PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 3 JANUARY 2017**
股款須不遲於二零一七年一月三日(星期二)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Registered Office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head Office and Principal
Place of Business
in Hong Kong:
31st Floor
Guangdong Finance Building
88 Connaught Road West
Sheung Wan
Hong Kong

註冊辦事處：
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

總辦事處及香港
主要營業地點：
香港
上環
干諾道西88號
粵財大廈31樓

15 December 2016
二零一六年十二月十五日

Form A

表格甲

Name(s) and address of the Qualifying Shareholder(s)
合資格股東的姓名及地址

[]

Box A
甲欄Total number of Shares registered in your name(s) on Wednesday, 14 December 2016
於二零一六年十二月十四日(星期三)登記於閣下名下的股份總數

[]

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Tuesday, 3 January 2017

閣下獲暫定配發的供股股份數目。股款須不遲於二零一七年一月三日(星期二)下午四時正接納時繳足

Box B
乙欄

[]

Total subscription monies payable on acceptance in full

於接納時應繳全數認購股款總額

Box C
丙欄

HK\$
港元

Provisional Allotment

Letter No.

暫定配額通知書編號

[]

Name of bank on which cheque/cashier's order is drawn: _____
支票／銀行本票的付款銀行名稱：Cheque/cashier's order no.: _____
支票／銀行本票號碼：Please insert your contact telephone no.: _____
請在此填上閣下的聯絡電話號碼：

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain events. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the enclosed sheet under the heading "Termination of the Underwriting Agreement".

根據包銷協議，包銷商有權在發生某些事件時，於最後終止期限或之前根據包銷協議的條款終止包銷協議。有關包銷商有權終止包銷協議的詳細情況載於附頁「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled, or in the form as nil-paid Rights Shares on the Stock Exchange, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止時方可作實。倘若供股並未成為無條件，則不會進行供股。在供股的條件達成日期之前的任何股份買賣，或以未繳股款供股股份方式於聯交所進行的股份買賣，均須承擔供股未必成為無條件或未必進行的風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

投資者如對彼等的有關立場有任何疑問，應自行諮詢本身的顧問有關在該等期間買賣股份或未繳股款供股股份的專業意見。Subject to the granting of the listing of, and permission to deal in, the nil-paid and fully-paid Rights Shares on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the nil-paid Rights Shares and fully-paid Rights Shares will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the nil-paid Rights Shares and fully-paid Rights Shares on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款供股股份及繳足股款供股股份獲准於聯交所上市及買賣，且符合香港結算的股份收納規定後，未繳股款供股股份及繳足股款供股股份將獲香港結算接納為合資格證券，由未繳股款供股股份及繳足股款供股股份各自在聯交所開始買賣日期或香港結算釐定的有關其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行的交易須於其後第二個交收日在中央結算系統內進行交收。所有在中央結算系統內進行的活動均受不時生效的中央結算系統一般規則及中央結算系統運作程序規則所規限。

Dealings in the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS established and operated by HKSCC. You should consult your licensed securities dealer, registered institutions in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

買賣未繳股款供股股份及繳足股款供股股份可於香港結算設立及運作的中央結算系統進行交收。閣下應諮詢本身的持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問有關該等交收安排的詳情以及該等安排如何影響閣下的權利及權益。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL YOU MUST LODGE THIS PAL INTACT WITH THE BRANCH SHARE REGISTRAR, UNION REGISTRARS LIMITED, AT SUITES 3301-04, 33/F., TWO CHINACHEM EXCHANGE SQUARE, 338 KING'S ROAD, NORTH POINT, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE BRANCH SHARE REGISTRAR NOT LATER THAN 4:00 P.M. ON TUESDAY, 3 JANUARY 2017. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "HENG TAI CONSUMABLES GROUP LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲根據本暫定配額通知書接納全部供股股份的暫定配額，須將本暫定配額通知書整份連同上文丙欄所示應以支票或銀行本票形式繳付的港元股款總額，在不遲於二零一七年一月三日(星期二)下午四時正前一併送交股份過戶登記分處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)。所有股款須以支票或銀行本票以港元支付，支票必須由香港持牌銀行的賬戶開出，而銀行本票則須由香港持牌銀行開立，當中須註明抬頭人為「HENG TAI CONSUMABLES GROUP LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆供股股份配額的指示載於附頁。繳款將不會獲發收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them ; and
- agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所載的暫定配額的每位人士均：

- 確認其已閱讀附頁及招股章程所載的條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因此構成的合約須受香港法律監管及根據香港法律詮釋。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE

NO RECEIPT WILL BE GIVEN

每份接納申請須隨附一張獨立開出的支票或銀行本票
繳款將不會獲發收據

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Sample

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份的認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有的權益亦須繳付香港從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付香港從價印花稅的證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其／彼等載於表格甲內乙欄的全部供股股份認購權利的合資格股東填寫及簽署)

To: The Directors
Heng Tai Consumables Group Limited

致： 亨泰消費品集團有限公司
列位董事 台照

Dear Sirs,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人／吾等茲將本暫定配額通知書所列本人／吾等的供股股份的認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of Qualifying Shareholder(s) (all joint Qualifying Shareholders must sign)
合資格股東簽署(所有聯名合資格股東均須簽署)

Date: _____ 2016/2017

日期：二零一六年／二零一七年_____月_____日

Form C
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)

(只供承讓供股股份認購權的人士填寫及簽署)

To: The Directors
Heng Tai Consumables Group Limited

致： 亨泰消費品集團有限公司
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：

本人／吾等謹請閣下將表格甲內乙欄所列的供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及招股章程所載條款，以及在貴公司的組織章程大綱及細則規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上
「X」號

To be completed in BLOCK LETTERS in English. Joint applicants should give the address of the first-named applicant only. 請用英文大楷填寫。聯名申請人只須填報排名首位的申請人的地址。			
Name in English 英文姓名／名稱	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名／名稱
Name continuation and/or full name(s) of joint applicant(s) (if required) 姓名(續)及／或聯名申請人全名／名稱(如有需要)			
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位的申請人的地址)			
Occupation 職業			Tel. no. 電話號碼
Dividend Instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account type 銀行賬戶類別
			Bank account no. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2016/2017

日期：二零一六年／二零一七年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) if this form is completed.
如已填妥此表格，轉讓人及承讓人須繳付香港從價印花稅。

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HENG TAI CONSUMABLES GROUP LIMITED

亨泰消費品集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 00197)

15 December 2016

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the PAL and those set out in the Prospectus and subject to the memorandum and articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares indicated on Form A of the PAL on the basis of one Rights Share for every one existing Share registered in your name in the register of members of the Company on Wednesday, 14 December 2016. Your holding of Shares as at that date is set out in Box A on Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$0.24 per Rights Share payable in full on acceptance, in the manner set out below, by no later than 4:00 p.m. on Tuesday, 3 January 2017.

You may, subject to the section headed "Qualifying Shareholders and Excluded Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of all your right or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the memorandum and articles of association of the Company, rank *pari passu* in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions on the record dates of which are on or after the date of allotment and issue of the Rights Shares in the fully-paid form.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the PAL intact with the Branch Share Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the PAL, so as to be received by the Branch Share Registrar no later than 4:00 p.m. on Tuesday, 3 January 2017 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Heng Tai Consumables Group Limited – Provisional Allotment Account**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Branch Share Registrar.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on Form A of the PAL, has been received as described above by 4:00 p.m. on Tuesday, 3 January 2017 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of Bad Weather" below), whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the PAL), by no later than 4:00 p.m. on Wednesday, 21 December 2016 with the Branch Share Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Branch Share Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

TRANSFER

If you wish to transfer all of your provisional allotment under the PAL to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in the PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee(s) must then complete and sign the "Registration Application Form" (Form C) in the PAL and lodge the PAL intact together with a remittance for the full amount payable on acceptance with the Branch Share Registrar, at the above address, by not later than 4:00 p.m. on Tuesday, 3 January 2017.

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriting Agreement contains provisions entitling the Underwriter, by notice in writing, to terminate its obligations thereunder on the occurrence of certain events. If, prior to the Latest Time for Termination:

- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
- (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) there is any change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole; or
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of any of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings of the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

Upon the giving of termination notice by the Underwriter, the obligations of all parties, subject to the Underwriting Agreement, shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Wednesday, 11 January 2017 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Wednesday, 11 January 2017 by ordinary post to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Excluded Shareholders (if any).

Application for excess Rights Shares may be made by completing and signing the prescribed EAF.

The Directors will allocate the excess Rights Shares (if any) at their discretion on a fair basis in proportion to the number of excess Rights Shares being applied for under each application, and on the following principles:

- (a) no preference will be given to topping up odd lots to whole board lots;
- (b) the allocation of any excess Rights Shares to any Qualifying Shareholders would not cause such Qualifying Shareholder triggering any obligation under Rule 26 of the Takeovers Code to make a general offer;
- (c) the allocation of any excess Rights Shares to any Qualifying Shareholders would not cause the Company breaching the public float requirements under Rule 8.08 of the Listing Rules immediately after completion of the Rights Issue; and
- (d) no application for any excess Rights Shares should be made with intention to abuse the mechanism.

Beneficial owners whose Shares are held by a nominee, or which are held in CCASS, should note that the Board will regard such nominee (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, beneficial owners whose Shares are registered in the name of a nominee, or which are held in CCASS, should note that the above arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Branch Share Registrar by 4:00 p.m. on Tuesday, 3 January 2017, or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Heng Tai Consumables Group Limited – Excess Application Account**" and crossed "**Account Payee Only**".

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders.

Distribution of the PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the PAL or any of the other Prospectus Documents (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or beneficial owner who is in any doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as determined by the Company, persons in possession of the PAL and the other Prospectus Documents should not distribute, forward or transmit into or from any jurisdiction outside of Hong Kong, the Prospectus, whether with or without the PAL or the EAF. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents have not been and will not be registered or filed under the applicable securities or equivalent legislation of any jurisdiction other than Hong Kong.

QUALIFYING SHAREHOLDERS AND EXCLUDED SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the PAL, a Shareholder must have been registered as a member of the Company on Wednesday, 14 December 2016 and be a Qualifying Shareholder.

Excluded Shareholders are those Overseas Shareholders in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant jurisdiction in which the Shareholder or beneficial owner (as the case may be) is located or the requirements of the relevant regulatory body or stock exchange in that jurisdiction. The rights of Shareholders and beneficial owners who are Excluded Shareholders will be dealt with as referred to in the Prospectus in the section headed "Overseas Shareholders".

Arrangements will be made for the nil-paid Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders, had they been Qualifying Shareholders, to be provisionally allotted to a nominee or nominees appointed by the Company and be sold in the market during the period from 9:00 a.m. on Monday, 19 December 2016 to 4:00 p.m. on Wednesday, 28 December 2016, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses and stamp duty, of above HK\$100 will be paid to the relevant Excluded Shareholder(s) (pro rata to their entitlements on the Record Date) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any Rights Shares in respect of unsold entitlements of the Excluded Shareholders, together with any Rights Shares in respect of nil-paid Rights Shares not taken up by Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares, will be made available for excess application on EAFs by Qualifying Shareholders. These arrangements will not apply to any Shareholder or beneficial owner who resides outside of Hong Kong but (in the case of a Shareholder) whose address, or (in the case of a beneficial owner) who holds his/her/its interest in Shares through a registered owner of Shares whose address, was shown in the register of members of the Company on the Record Date as not being outside of Hong Kong.

Receipt of the PAL and/or any other Prospectus Document or the crediting of nil-paid Rights Shares to a stock account in CCASS does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the PAL and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the PAL and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from, overseas. If a PAL or EAF or a credit of nil-paid Rights Shares in CCASS is received by any person in any such territory, or by his/her/its agent or nominee, he/she/it should not seek to take up the rights referred to in the PAL or EAF or transfer the PAL (or apply for any excess Rights Shares under the EAF) unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this PAL or any other Prospectus Documents in, into or from outside of Hong Kong (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in the PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its nil-paid Rights Shares and/or to apply for excess Rights Shares if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

EFFECT OF BAD WEATHER

The latest time for acceptance and payment for the Rights Shares and for application and payment for excess Rights Shares, will not take effect if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance, in such case, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance, in such case the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next Business Day which does not have either of abovementioned warnings in force at any time between 9:00 a.m. and 4:00 p.m..

If the latest time for acceptance and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on the Latest Time for Acceptance, the dates mentioned in this section may be affected. The Company will notify Shareholders by way of announcement of any changes to the expected timetable as soon as practicable.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this PAL, each purchaser of nil-paid Rights Shares or subscriber of Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person; and
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located.

Any Qualifying Shareholder accepting and/or transferring the PAL or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the PAL will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not accepting and/or transferring the PAL, or requesting registration of the relevant nil-paid Rights Shares or fully-paid Rights Shares from outside of Hong Kong; (ii) such person outside of Hong Kong or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares or the fully-paid Rights Shares or to use the PAL in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any jurisdiction outside Hong Kong at the time the instruction to accept or transfer was given; and (iv) such person is not acquiring the nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such nil-paid Rights Shares or fully-paid Rights Shares into any jurisdiction outside Hong Kong.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the PAL if it: (i) appears to the Company to have been executed in, or despatched from outside of Hong Kong, and the acceptance or transfer may involve a breach of the laws of outside of Hong Kong or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if the Company or its agents believe the same may violate any applicable legal or regulatory requirement; (ii) provides an address outside of Hong Kong for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (iii) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment of the PAL with, where relevant, the “Form of Transfer and Nomination” purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Branch Share Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong.

All documents, including cheques for refund, and the share certificates of the Rights Shares, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 5,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 5,000). References in the PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Branch Share Registrar, Union Registrars Limited, at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong during business hours from 9:00 a.m. to 5:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the PAL, you agree to disclose to the Company and/or the Branch Share Registrar and their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong, provides the holders of securities with rights to ascertain whether the Company or the Branch Share Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Branch Share Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its head office and principal place of business at 31st Floor, Guangdong Finance Building, 88 Connaught Road West, Sheung Wan, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Branch Share Registrar at its address set out above.

Yours faithfully,
For and on behalf of the Board
Heng Tai Consumables Group Limited
Lam Kwok Hing
Chairman



HENG TAI CONSUMABLES GROUP LIMITED

亨泰消費品集團有限公司

(於開曼群島註冊成立的有限公司)
(股份代號：00197)

敬啟者：

緒言

根據暫定配額通知書的條款及條件及招股章程所載者，並在本公司組織章程大綱及細則的規限下，董事已暫定配發暫定配額通知書表格甲所示的供股股份數目予閣下，基準為於二零一六年十二月十四日(星期三)以閣下名義在本公司股東名冊上登記持有每一股現有股份獲發一股供股股份。閣下於該日持有的股份列於暫定配額通知書表格甲的甲欄，而暫定配發予閣下的供股股份數目則列於暫定配額通知書表格甲的乙欄。除文義另有所指外，於招股章程中已界定的詞彙與本通知書所採用者具相同涵義。

閣下有權於二零一七年一月三日(星期二)下午四時正之前根據下文所載的方式，按每股供股股份0.24港元的價格(股款應於接納時繳足)購買暫定配發予閣下的供股股份。

在下文「合資格股東及除外股東」一節的規限下，閣下可接納據此暫定配發予閣下的全部或任何數目的供股股份，或出售閣下有關該等供股股份的全部或任何權利。閣下如欲只接納閣下的部分暫定配額並將餘額轉讓，或擬將閣下的暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內的指示。閣下如欲轉讓閣下的全部暫定配額，則閣下應參閱下文「轉讓」一節內的指示。

供股須待(其中包括)包銷協議成為無條件及並無被終止後，方可作實。倘供股並無成為無條件，則不會進行供股。

供股股份

將予配發及發行的供股股份(受本公司的組織章程大綱及細則所規限)在各方面(尤其包括股息、投票權及股本方面)將會彼此之間及與於配發及發行供股股份日期的所有已發行股份享有同等權益，故該等繳足股款供股股份的持有人將有權收取記錄日期訂於配發及發行繳足股款供股股份當日或日後的所有未來股息及分派。

接納手續

香港境外的任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如欲接納其於供股項下的權利，須自行肯定本身已全面遵守任何相關地區的適用法律，包括取得任何必要政府或其他同意、符合任何其他所需的手續，以及繳納相關地區的任何發行、轉讓或其他稅項。

合資格股東如欲全數接納其供股股份暫定配額，必須將整份暫定配額通知書連同暫定配額通知書表格甲的丙欄所示須於接納時支付的全數股款，不遲於二零一七年一月三日(星期二)(或在惡劣天氣的情況，按下文「惡劣天氣的影響」一段所述於有關較後日期)下午四時正之前交回以由股份過戶登記分處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)收取，方為有效。所有股款須以港元繳付，並以香港持牌銀行戶口開出的支票或以香港持牌銀行開立的銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**Heng Tai Consumables Group Limited – Provisional Allotment Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按暫定配額通知書及招股章程所載的條款，及在本公司的組織章程大綱及細則的規限下接納有關的暫定配額。有關繳款將不會獲發收據。所有有關暫定配額通知書的查詢均須提交股份過戶登記分處。

謹請注意，除非由原本獲配發的人士或以本身名義經已獲有效轉讓有關權利的任何人士填妥的暫定配額通知書，連同暫定配額通知書表格甲的丙欄所示的應繳股款，已按上文所述於二零一七年一月三日(星期二)(或在惡劣天氣的情況，按下文「惡劣天氣的影響」一段所述於有關較後日期)下午四時正之前交回，否則閣下的暫定配額及一切據此而獲得的權利將視作已遭放棄而被取消。本公司可以(全權酌情)將並未遵照有關指示填妥的暫定配額通知書視作有效，且對交回的人士或代其交回的人士具有約束力。

分拆

閣下如欲只接納閣下的部分供股股份暫定配額而不放棄閣下暫定配額的餘額，或轉讓據此暫定配發予閣下的認購供股股份的部分權利，或向超過一名人士(並非作為聯名持有人)轉讓閣下全部或部分權利，則閣下須將整份原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份分拆暫定配額通知書包含的未繳股款供股股份數目(所有合共應相等於暫定配額通知書表格甲的乙欄所載列暫定配發予閣下的供股股份數目)的信件，不遲於二零一六年十二月二十一日(星期三)下午四時正之前交回及送達股份過戶登記分處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)，以供股份過戶登記分處註銷原暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交回原暫定配額通知書後第二個營業日上午九時正後於股份過戶登記分處(地址同上)領取。

轉讓

閣下如欲根據暫定配額通知書轉讓閣下的全部暫定配額予其他一名人士或多名人士(作為聯名持有人)，閣下應填妥及簽署暫定配額通知書內的「轉讓及提名表格」(表格乙)，並將填妥及簽署的暫定配額通知書轉交閣下的暫定配額的承讓人或經手辦理轉讓的人士。承讓人其後須填妥及簽署暫定配額通知書內的「登記申請表格」(表格丙)，並將暫定配額通知書連同接納時應付款的全部款項，不遲於二零一七年一月三日(星期二)下午四時正送交股份過戶登記分處(地址同上)。

務請注意，閣下轉讓有關供股股份的認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。倘若本公司相信有關轉讓或會違反適用法例或監管規定，則本公司保留權利拒絕受理以任何人士為受益人的任何轉讓登記。

終止包銷協議

包銷協議載有條文賦予包銷商權利，可於發生若干事件下以書面通知終止其於包銷協議項下的責任。倘於最後終止期限前：

(a) 包銷商合理認為供股的順利進行將可能受到以下情況的重大不利影響：

- (i) 推行任何新法例或規例或修訂任何現行法例或規例(或有關司法詮釋)，或出現任何性質的事故，而包銷商合理認為可能對本集團整體業務或財務或經營狀況或前景造成重大不利影響，或就供股而言足以造成重大不利影響；或
- (ii) 本地、國家或國際發生任何政治、軍事、金融、經濟或其他性質(不論與上述情況是否同類)的事件或變動(不論是否屬於本公告日期之前及/或的後發生或持續發生的連串事件或變化的一部分)，或本地、國家或國際有任何敵對行為或武裝衝突爆發或升級，或影響本地證券市場的事故，而包銷商合理認為可能對本集團整體業務或財務或經營狀況或前景造成重大不利影響，或嚴重損害供股順利進行，或另行導致進行供股變得不宜或不當；或

(b) 市況出現任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場的任何變動、證券交易暫停或受重大限制)，而包銷商合理認為可能對供股順利進行造成重大或不利影響，或另行導致進行供股變得不宜或不當；或

(c) 本公司或本集團任何成員公司的情況出現任何變動，而包銷商合理認為將會對本公司之前景造成不利影響，包括在不局限於上述的一般性原則的情況下提出呈請或通過決議案進行清盤或結業或本集團任何成員公司發生類似事件，或本集團任何重要資產被毀壞；或

(d) 發生任何不可抗力事件，包括(在不限於一般情況下)任何天災、戰爭、暴動、暴亂、騷動、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或

(e) 有關本集團整體業務或財務或經營狀況或前景的任何其他重大不利變動；或

(f) 任何於緊接招股章程日期前發生或發現但並無於招股章程披露的事宜，而任何包銷商合理認為有關事宜就供股而言構成重大遺漏；或

(g) 一般證券或本公司的證券於聯交所暫停買賣連續十個營業日以上(涉及審批該公告或招股章程文件或有關供股的其他公告或通函而暫停買賣者除外)，

則包銷商將有權於最後終止期限前向本公司發出書面通知以終止包銷協議。

倘於最後終止期限前發生下列事件，包銷商有權以書面通知撤銷包銷協議：

(a) 包銷商得悉包銷協議所載任何聲明、保證或承諾有任何重大違反；或

(b) 包銷商得悉發生特定任何事件。

包銷商應於最後終止期限前發出任何有關通知。

當包銷商發出終止通知後，所有訂約方於包銷協議所規限的責任將隨即終止，而任何訂約方概不得就成本、損失、賠償或其他方面向任何其他訂約方提出任何索償(惟任何先前違約者除外)。

倘包銷商終止包銷協議，供股將不會進行。

支票及銀行本票

所有支票及銀行本票於收訖後將會隨即過戶，而就有關款項賺取的全部利息(如有)將由本公司保留，收益歸本公司所有。在不損害本公司的其他有關權利情況下，任何暫定配額通知書所隨附的支票或銀行本票如未能於首次過戶時兌現，有關暫定配額通知書有可能被拒絕受理，在此情況下，該暫定配額通知書項下的暫定配額及所有權利將被視為已放棄及將予以註銷。填妥的暫定配額通知書連同所接納供股股份的付款支票或銀行本票交回後將構成申請人的一項保證，表示該支票或銀行本票於首次過戶時將可兌現。

供股的股票及退款支票

預期所有繳足股款供股股份的股票將於二零一七年一月十一日(星期三)或之前以平郵方式寄發予已接納及(如適用)申請認購供股股份並繳交股款的合資格股東，郵誤風險概由彼等自行承擔。預期有關全部或部分未獲成功申請額外供股股份的退款支票(如有)將於二零一七年一月十一日(星期三)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

額外供股股份

合資格股東可以額外申請的方式申請認購任何已暫定配發但未獲合資格股東接納或未獲未繳股款供股股份的放棄者或承讓人認購的任何供股股份，以及與除外股東的任何未售配額有關的供股股份(如有)。

合資格股東可填妥及簽署特設的額外申請表格申請認購額外供股股份。

董事將根據每份申請表格所申請認購的額外供股股份數目按比例以公平基準酌情分配額外供股股份(如有)，並將按下列原則分配額外供股股份：

- (a) 不會優先考慮將不足一手的零碎股權補足為一手完整買賣單位的股權；
- (b) 向任何合資格股東分配任何額外供股股份，均不會導致有關合資格股東觸發須根據收購守則第26條提出全面收購建議的責任；
- (c) 向任何合資格股東分配任何額外供股股份，均不會導致本公司於緊隨供股完成後違反上市規則第8.08條有關公眾持股量的規定；及
- (d) 任何額外供股股份的申請均無意濫用機制。

由代名人或中央結算系統持有股份的實益擁有人務請注意，董事會將會按照本公司的股東名冊視有關代名人(包括香港中央結算(代理人)有限公司)為單一股東。因此，以代名人的名義登記或由中央結算系統持有股份的實益擁有人務須注意，上述分配額外供股股份的安排將不會向彼等個別作出。

合資格股東如欲申請認購其暫定配額以外的任何供股股份，必須填妥並簽署隨附於招股章程的額外申請表格，並於二零一七年一月三日(星期二)下午四時正之前或本公司與包銷商可能協定的有關較後時間及/或日期之前，連同就所申請額外供股股份應付的獨立股款一併交回股份過戶登記分處。所有股款須以港元繳付，並以香港持牌銀行戶口開出的支票或以香港持牌銀行開立的銀行本票支付，並均須註明抬頭人為「**Heng Tai Consumables Group Limited – Excess Application Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。

派發本暫定配額通知書及其他招股章程文件

暫定配額通知書僅向合資格股東寄發。

派發暫定配額通知書及其他招股章程文件至香港以外的司法權區可能受法律限制。擁有暫定配額通知書或任何其他招股章程文件的人士(包括(並不限於)代理人、保管人、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法權區的證券法例。任何股東或實益擁有人如對其有關立場有任何疑問，應盡快諮詢合適的專業顧問。尤其是，除本公司指定的若干例外情況外，擁有暫定配額通知書及其他招股章程文件的人士不應向或由香港以外的司法權區派發、送交或送呈招股章程(不論是否連同暫定配額通知書或額外申請表格)。倘本公司相信准許任何股東接納其未繳股款供股股份或申請認購額外供股股份會違反任何司法權區的適用證券法例或其他法例或規例，則本公司保留拒絕任何股東接納或申請的權利。

招股章程文件並無及將不會根據在香港以外任何司法權區的適用證券或同等法例登記或存檔。

合資格股東及除外股東

為符合資格參與供股及接納根據暫定配額通知書所暫定配發的供股股份，股東必須於二零一六年十二月十四日(星期三)已經登記成為本公司的股東，且為合資格股東。

除外股東亦即海外股東，泛指根據董事作出相關查詢時，基於該等股東或實益擁有人(視情況而定)身處的有關司法權區的法例的法律限制或該司法權區有關監管機構或證券交易所的規定，令董事認為不得或不宜向該等股東或實益擁有人(視情況而定)提呈發售供股股份。身為除外股東的股東及實益擁有人的權利將按照招股章程「海外股東」一節所述方式處理。

原應暫定配發予除外股東(假若其為合資格股東)的未繳股款供股股份將被安排暫定配發予本公司委任的一名或多名代名人及於二零一六年十二月十九日(星期一)上午九時正至二零一六年十二月二十八日(星期三)下午四時正期間，於市場上出售(倘於扣除開支後可獲得溢價)。有關出售的所得款項於扣除開支及印花稅後如超過100港元，將以港元支付予相關的除外股東(按彼等於記錄日期的配額比例計算)。如單筆金額為100港元或以下，則由本公司保留，收益歸本公司所有。有關除外股東的未售出配額的任何供股股份連同未獲合資格股東承購的有關未繳股款供股股份或未獲未繳股款供股股份的放棄者或承讓人認購的任何供股股份，將可供合資格股東以額外申請表格提出額外申請。該等安排將不適用於居住地址位於香港境外地區但(倘為股東)其於記錄日期在本公司股東名冊登記的地址並非為香港境外地區的任何股東，或(倘為實益擁有人)透過股份登記擁有人於股份中擁有權益而於記錄日期在本公司股東名冊登記的地址並非為香港境外地區的實益擁有人。

收到暫定配額通知書及/或任何其他招股章程文件或中央結算系統股份賬戶存入未繳股款供股股份並不(亦將不會)構成在提呈要約屬違法的該等司法權區提呈要約，在該等情況下，暫定配額通知書及/或其他招股章程文件須視為僅供參照處理，亦不應複製或轉發。任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如收到暫定配額通知書及/或任何其他招股章程文件，不應(就供股而言)將其向或由香港以外地區派發或寄發或在、向或由香港以外地區向任何人士轉讓未繳股款供股股份。倘若任何人在任何有關地區收到，或其代理或代名人收到暫定配額通知書或額外申請表格或中央結算系統存入未繳股款供股股份，其不可尋求接納暫定配額通知書或額外申請表格內所述的權利或轉讓暫定配額通知書(或根據額外申請表格申請任何額外供股股份)，除非本公司及包銷商決定，有關行為不會導致違反適用法律或監管規定，則作別論。任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如將本暫定配額通知書或任何其他招股章程文件在、向或由香港以外地區轉交(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

儘管暫定配額通知書或任何其他招股章程文件有任何其他規定，倘若本公司按其絕對酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或規例，則本公司保留權利容許任何股東接納其未繳股款供股股份及/或申請額外供股股份。

惡劣天氣的影響

於以下情況，接納供股股份及繳付股款及申請額外供股股份及繳付股款的最後期限將不會生效：倘8號或以上熱帶氣旋警告信號或「黑色」暴雨警告：(i)於最後接納期限當日香港本地時間中午十二時正前任何時間生效及於中午十二時正後不再生效，則最後接納期限將順延至同一營業日下午五時正；或(ii)於最後接納期限當日香港本地時間中午十二時正至下午四時正期間任何時間生效，則最後接納期限將重新安排至上午九時正至下午四時正期間任何時間並無懸掛上述警告信號的下一個營業日下午四時正。倘接納供股股份及繳付股款及申請額外供股股份及繳付股款的最後期限並無於最後接納期限作實，則本節所述的日期或會受到影響。本公司將於實際可行情況盡快以公告形式將預期時間表的任何變動告知股東。

聲明及保證

倘若填妥、簽妥及交回本暫定配額通知書，即表示每名有關的未繳股款供股股份的買方或供股股份的認購人據此向本公司及代表彼等的其他人士作出以下聲明及保證，除非本公司按其全權酌情決定以書面方式明確豁免有關規定，則作別論：

- 彼於記錄日期已經成為股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；及
 - 彼可合法在其居住或目前身處的司法權區獲提呈、接納、取得、認購及收取未繳股款供股股份及／或繳足股款供股股份。
- 若任何合資格股東接納及／或轉讓暫定配額通知書或要求登記暫定配額通知書內的供股股份，除非已提供令本公司信納的證據，證明有關人士使用暫定配額通知書將不會違反任何司法權區的任何適用法律規定，有關人士等同已向本公司聲明及保證：(i)有關人士並非身在香港以外地區接納及／或轉讓暫定配額通知書，或要求登記有關的未繳股款供股股份或繳足股款供股股份；(ii)有關人士並非身在香港以外地區，或身在任何地區導致其作出或接納要約以收購未繳股款供股股份或繳足股款供股股份乃屬違法，或該人士曾經或將以任何方式使用暫定配額通知書乃屬違法行為；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於香港以外任何司法權區的人士行事；及(iv)有關人士並非為直接或間接提呈、出售、配發、接納、行使、轉售、放棄、抵押、轉讓、交付或分派任何有關未繳股款供股股份或繳足股款供股股份至香港以外任何司法權區而購買未繳股款供股股份或繳足股款供股股份。

倘出現下列情況，本公司可視任何接納或聲稱接納暫定配額通知書內的供股股份的配額，或轉讓或聲稱轉讓暫定配額通知書為無效：(i)本公司認為其為於香港以外地區簽立或寄發及接納或轉讓可能涉及違反香港以外地區的法律，或有關接納或轉讓的方式有可能違反任何司法權區的法例，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(ii)就交付供股股份正式股票所提供的地址位於香港以外地區而有關交付屬違法，或就交付正式股票所提供的地址位於香港境外且交付該等股票乃屬違法的任何其他司法權區；或(iii)聲稱拒絕上一段所規定的聲明及／或保證。

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出的一項保證及聲明，表示該位人士已妥為遵照或將妥善遵照有關申請的所有登記、法律及監管規定。

為免產生疑慮，特此聲明，香港結算及香港中央結算(代理人)有限公司概不受上述任何聲明及保證所規限。

一般事項

暫定配額通知書連同(如相關)由獲發暫定配額通知書人士所簽署的「轉讓及提名表格」一經交回，即確證交回的人士(一名或多名)有權處理暫定配額通知書及收取分拆的暫定配額通知書及／或供股股份的股票。如需要額外的招股章程印本，可於股份過戶登記分處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)索取。

所有文件(包括退款支票及供股股份的股票)將以平郵投遞方式寄予有關申請人或其他應得的人士，郵誤風險概由收件人自行承擔。

暫定配額通知書及所有接納其中所載的要約均須受香港法例監管，並按其詮釋。預期末繳股款供股股份將以5,000股的每手買賣單位進行買賣(現有股份目前以5,000股的每手買賣單位在聯交所進行買賣)。除另有說明者外，暫定配額通知書內所提及的時間及日期均為香港時間及日期。

倘若閣下對供股有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午五時正的營業時間內將閣下的問題提交股份過戶登記分處聯合證券登記有限公司(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)。

透過填妥、簽署及交回暫定配額通知書，即表示閣下同意向本公司及／或股份過戶登記分處及彼等各自的顧問及代理披露個人資料及彼等所需而有關於閣下或閣下為其利益而接納暫定配發的供股股份的人士的任何資料。香港法例第486章《個人資料(私隱)條例》給予證券持有人權利可確定本公司或股份過戶登記分處是否持有其個人資料，索取有關資料的副本，以及改正任何不準確的資料。根據《個人資料(私隱)條例》，本公司及股份過戶登記分處有權就處理任何查閱資料的要求收取合理費用。有關查閱資料或改正資料或有關政策及慣例以及持有資料種類的資料的所有要求，應寄往(i)本公司的總辦事處及主要營業地點(地址為香港上環干諾道西88號粵財大廈31樓)或根據適用法律不時通知的地點並以本公司公司秘書為收件人，或(ii)(視乎情況而定)於上文所示地址的股份過戶登記分處收啟。

此致

列位合資格股東 台照

代表董事會
亨泰消費品集團有限公司
主席
林國興
謹啟

二零一六年十二月十五日