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**S T A R L I T E**

HOLDINGS LIMITED

**星光集團有限公司\***

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

**STOCK CODE 股份代號: 403**

## **DISCLOSEABLE TRANSACTION ACQUISITION OF MACHINERY**

### **THE ACQUISITION**

The Board announces that on 16 January 2026 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, entered into the Sales Contract with the Vendor, in relation to the acquisition of the Machine for the Consideration of RMB12,800,000 (equivalent to approximately HK\$14,241,000), inclusive of VAT. The Consideration was determined after arm's length negotiation between the parties and on normal commercial terms taking into account the prevailing market price for machines similar to the Machine.

### **LISTING RULES IMPLICATIONS**

As one of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Acquisition is more than 5% but all are less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements but exempt from the shareholders' approval requirement thereunder.

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## THE SALES CONTRACT

A summary of the terms of the Sales Contract is set out below:

Date:	16 January 2026
Parties:	(1) Heidelberg Graphics (Beijing) Company Limited Shenzhen Branch (海德堡印刷設備 (北京) 有限公司深圳分公司), as vendor; and  (2) Starlite Printers (Suzhou) Co., Ltd.* (星光印刷 (蘇州) 有限公司), as purchaser.
Subject matter:	The Vendor shall sell and the Purchaser shall buy the Machine subject to the terms and conditions of the Sales Contract.
Asset to be acquired:	The Machine, being one set of Heidelberg Speedmaster Six-Colour Offset Press with Coating System (Model CX 104-6+L).
Consideration:	RMB12,800,000 (equivalent to approximately HK\$14,241,000), inclusive of VAT, which is payable as follows:  (a) RMB5,120,000 (equivalent to approximately HK\$5,696,500), being 40% of the Consideration, shall be paid by the Purchaser within five (5) working days after the signing of the Sales Contract, as the Deposit; and  (b) RMB7,680,000 (equivalent to approximately HK\$8,544,800), being 60% of the Consideration, shall be paid by the Purchaser seven (7) days before the delivery of the Machine.
Terms of delivery:	The Vendor shall deliver the Machine to the Purchaser approximately four (4) months after the receipt of the Deposit from the Purchaser.  If the Vendor fails to deliver the Machine to the Purchaser on the agreed date of delivery, other than due to force majeure events, the Vendor shall pay default payments to the Purchaser charged at the rate of 0.2% of the Consideration for every ten days' delay and the aggregate default payments payable by the Vendor shall not exceed 5% of the total value of the Machine.

**Warranty:** The Vendor warrants that the Machine shall be free from defects of material and workmanship in all respects in accordance with the specifications stipulated in the Sales Contract. The warranty period shall be twelve (12) months starting from the date of the signing of the relevant equipment installation completion report or completion of the installation of the Machine, whichever is earlier.

## **BASIS OF DETERMINING THE CONSIDERATION**

The Consideration was determined after arm's length negotiation between the parties and on normal commercial terms taking into account the prevailing market price for machines similar to the Machine. The Consideration shall be satisfied by the internal resources of the Group or bank financing.

## **REASONS FOR AND THE BENEFITS OF THE ACQUISITION**

The Machine is a state-of-the-art printer offering innovative solutions specially tailored to the needs of commercial printing as well as complex packaging printing applications. The Machine will enhance the efficiency and productivity of the Group in the long run with its maximum production speeds of 15,000 sheets per hour in straight printing or perfecting mode. The Machine also features parallel makeready processes which will increase productivity in packaging, commercial, and label printing. The intelligent interaction of the automated components also enables cost-effective production of all printing products. The Machine will be utilised by the Group for manufacturing production in its Suzhou plant, and will enhance the efficiency of its manufacturing processes, and thereby be expected to bring a positive impact on the performance of manufacturing of packaging and printing products of the Group.

The Sales Contract was entered into after arm's length negotiations with the Vendor and the Group had considered similar machines in the market as well as the prevailing market value of similar machines.

In view of the above, the Directors consider that the terms of the Sales Contract and the Acquisition are fair and reasonable and in the interest of the Company and its shareholders as a whole.

## **INFORMATION ON THE PARTIES**

### **The Company**

The Company is an investment holding company. Its subsidiaries are principally engaged in the printing and manufacturing of packaging materials, labels and paper products, including environmental friendly paper products.

### **The Purchaser**

The Purchaser is a company incorporated in the PRC with limited liability and is an indirect wholly-owned subsidiary of the Company. It is principally engaged in the business of printing of packaging materials and production of paper products and labels.

## **The Vendor**

The Vendor is a company incorporated in the PRC with limited liability. It is principally engaged in commercial packaging and digital printing, software solutions and lifecycle business with service and consumables in the PRC. As at the date of this announcement and to the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the ultimate beneficial owner of the Vendor is Heidelberger Druckmaschinen AG, a company incorporated in Germany and whose shares are listed on Frankfurt Stock Exchange (German Security Identification Number (WKN) : 731400).

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Vendor and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

## **LISTING RULES IMPLICATIONS**

As one of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Acquisition is more than 5% but all are less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements but exempt from the shareholders' approval requirement thereunder.

## **DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this announcement shall have the following meanings:

“Acquisition”	the acquisition of the Machine by the Purchaser from the Vendor pursuant to the Sales Contract;
“Board”	the board of Directors of the Company;
“Company”	Starlite Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange (Stock Code: 403);
“Consideration”	the consideration in the amount of RMB12,800,000 (equivalent to approximately HK\$14,241,000), inclusive of VAT, to be paid by the Purchaser to the Vendor in respect of the Acquisition;
“Deposit”	the deposit in the amount of RMB5,120,000 (equivalent to approximately HK\$5,696,500), being 40% of the Consideration;
“Directors”	the director(s) of the Company;

“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong Dollar(s), the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Machine”	one set of Heidelberg Speedmaster Six-Colour Offset Press with Coating System (Model CX 104-6+L);
“PRC”	the People’s Republic of China;
“Purchaser”	Starlite Printers (Suzhou) Co., Ltd.* (星光印刷 (蘇州) 有限公司), a company incorporated in the PRC with limited liability and is an indirect wholly-owned subsidiary of the Company;
“RMB”	Renminbi, the lawful currency of PRC;
“Sales Contract”	the sales contract dated 16 January 2026 entered into between the Vendor and the Purchaser in relation to the Acquisition;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Vendor”	Heidelberg Graphics (Beijing) Company Limited Shenzhen Branch (海德堡印刷設備 (北京) 有限公司深圳分公司), a company incorporated in the PRC;
“%”	per cent.

On behalf of the Board  
**Starlite Holdings Limited**  
**Lam Kwong Yu**  
*Executive Chairman*

Hong Kong, 16 January 2026

*For the purpose of illustration only and unless otherwise stated, conversion of RMB into HK\$ in this announcement is based on the exchange rate of RMB1 to HK\$1.1126. Such conversions should not be construed as a representation that any amount has been, could have been, or may be, exchanged at this rate or any other rate.*

*As at the date of this announcement, the executive directors of the Company are Mr. Lam Kwong Yu, Ms. Zhao Chunyan, Mr. Poon Kwok Ching, Mr. Wong Wai Kwok and Mr. Zhong Zhitang, the non-executive director is Ms. Yeung Chui, and the independent non-executive directors are Mr. Chan Yue Kwong, Michael, Mr. Kwok Lam-Kwong, Larry, SBS, JP, Mr. Tam King Ching, Kenny and Ms. Elizabeth Law.*

*\* For identification purposes only*