WINOX HOLDINGS LIMITED
盈 利 時 控 股 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 6838)

DISCLOSEABLE TRANSACTION
DISPOSAL OF OLD EQUIPMENT

On 10 September 2026, the Group entered into the Sale and Purchase Agreements in respect of the disposal of certain old equipment.

As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Disposal (on an aggregated basis) is more than 5% but all of the applicable percentage ratios are less than 25%, the transactions contemplated under the Sale and Purchase Agreements constitute a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement under Chapter 14 of the Listing Rules.

I. INTRODUCTION

The Board hereby announces that on 10 September 2026, Huizhou Fengcai, a subsidiary of the Company, entered into a total of three Sale and Purchase Agreements with Heli Machinery with substantially similar terms in respect of the disposal of certain old equipment at an aggregate consideration of approximately RMB15,111,504 (excluding value-added tax).

II. SALE AND PURCHASE AGREEMENTS

A summary of the salient terms of each of the Sale and Purchase Agreements are set out below.

A. Sale and Purchase Agreement I

Date: 10 September 2026

Parties:

1. Huizhou Fengcai Precious Metal Manufacturing Limited * (惠州豐采貴金屬製造有限公司) ("**Huizhou Fengcai**"), a wholly-owned subsidiary of the Company, as the seller

2. Dongguan Heli Machinery Equipment Co., Ltd.* (東莞市禾立機械設備有限公司) ("**Heli Machinery**"), as the purchaser

Subject matter:	Pursuant to the Sale and Purchase Agreement I, Huizhou Fengcai agreed to sell, and Heli Machinery agreed to purchase, 32 sets of old equipment which comprise voltage regulators (穩壓器), transformers (變壓器), oil mist separators (油霧分離器), vertical machining centres (立式加工中心) and compact machining centres (小型加工中心).
Consideration:	The total consideration was RMB6,961,150 (including value-added tax), comprising RMB6,160,309.73 as the actual consideration plus a 13% value-added tax of RMB800,840.27. The consideration was determined after arm's length negotiations between the parties with reference to (a) the prevailing market price of comparable second-hand equipment of similar model, age and condition; (b) the subject equipment's performance and remaining useful life; and (c) the book value of such equipment of approximately RMB1,027,002.47. The Group adopts the principle of selling to the highest bidder and has obtained not less than five quotations in relation to the subject equipment under the Sale and Purchase Agreement I from independent third parties to ensure that the price shall be fair and reasonable to the Group.
Payment terms:	After the signing of the Sale and Purchase Agreement I, Heli Machinery shall pay the consideration to Huizhou Fengcai within three business days, and shall arrange dismantling of the subject equipment and transportation out of Huizhou Fengcai's factory premises within five business days.
Guarantee:	Heli Machinery had paid a performance guarantee of RMB190,000 to Huizhou Fengcai before the parties entered into the Sale and Purchase Agreement I. The performance guarantee shall only be returned after the parties complete the transfer of equipment under the Sale and Purchase Agreement I. In the event that Heli Machinery causes any losses to Huizhou Fengcai under the Sale and Purchase Agreement I, Heli Machinery shall assume the relevant liabilities. If Heli Machinery is in breach of the Sale and Purchase Agreement I, Huizhou Fengcai shall not be obliged to return the performance guarantee of RMB190,000 to Heli Machinery.

B. Sale and Purchase Agreement II

Date:	10 September 2026
Parties:	1. Huizhou Fengcai, as the seller 2. Heli Machinery, as the purchaser
Subject matter:	Pursuant to the Sale and Purchase Agreement II, Huizhou Fengcai agreed to sell, and Heli Machinery agreed to purchase, 38 sets of old equipment which comprise voltage regulators (穩壓器), transformers (變壓器), oil mist separators (油霧分離器), compact machining centres (小型加工中心) and engraving and milling machines (精雕機).
Consideration:	The total consideration was RMB5,184,050 (including value-added tax), comprising RMB4,587,654.87 as the actual consideration plus a 13% value-added tax of RMB596,395.13.

The consideration was determined after arm's length negotiations between the parties with reference to (a) the prevailing market price of comparable second-hand equipment of similar model, age and condition; (b) the subject equipment's performance and remaining useful life; and (c) the book value of such equipment of approximately RMB1,646,205.24. The Group adopts the principle of selling to the highest bidder and has obtained not less than five quotations in relation to the subject equipment under the Sale and Purchase Agreement II from independent third parties to ensure that the price shall be fair and reasonable to the Group.

Payment terms: After the signing of the Sale and Purchase Agreement II, Heli Machinery shall pay the consideration to Huizhou Fengcai within three business days, and shall arrange dismantling of the subject equipment and transportation out of Huizhou Fengcai's factory premises within five business days.

Guarantee: Heli Machinery had paid a performance guarantee of RMB140,000 to Huizhou Fengcai before the parties entered into the Sale and Purchase Agreement II. The performance guarantee shall only be returned after the parties complete the transfer of equipment under the Sale and Purchase Agreement II.

In the event that Heli Machinery causes any losses to Huizhou Fengcai under the Sale and Purchase Agreement II, Heli Machinery shall assume the relevant liabilities. If Heli Machinery is in breach of the Sale and Purchase Agreement II, Huizhou Fengcai shall not be obliged to return the performance guarantee of RMB140,000 to Heli Machinery.

C. Sale and Purchase Agreement III

Date: 10 September 2026

Parties:
1. Huizhou Fengcai, as the seller
2. Heli Machinery, as the purchaser

Subject matter: Pursuant to the Sale and Purchase Agreement III, Huizhou Fengcai agreed to sell, and Heli Machinery agreed to purchase, 24 sets of old equipment which comprise voltage regulators (穩壓器), oil mist separators (油霧分離器) and compact machining centres (小型加工中心).

Consideration: The total consideration was RMB4,930,800 (including value-added tax), comprising RMB4,363,539.82 as the actual consideration plus a 13% value-added tax of RMB567,260.18.

The consideration was determined after arm's length negotiations between the parties with reference to (a) the prevailing market price of comparable second-hand equipment of similar model, age and condition; (b) the subject equipment's performance and remaining useful life; and (c) the book value of such equipment of approximately RMB3,051,337.99. The Group adopts the principle of selling to the highest bidder and has obtained not less than five quotations in relation to the subject equipment under the Sale and Purchase Agreement III from independent third parties to ensure that the price shall be fair and reasonable to the Group.

Payment terms:	After the signing of the Sale and Purchase Agreement III, Heli Machinery shall pay the consideration to Huizhou Fengcai within three business days, and shall arrange dismantling of the subject equipment and transportation out of Huizhou Fengcai's factory premises within five business days.
Guarantee:	Heli Machinery had paid a performance guarantee of RMB130,000 to Huizhou Fengcai before the parties entered into the Sale and Purchase Agreement III. The performance guarantee shall only be returned after the parties complete the transfer of equipment under the Sale and Purchase Agreement III. In the event that Heli Machinery causes any losses to Huizhou Fengcai under the Sale and Purchase Agreement III, Heli Machinery shall assume the relevant liabilities. If Heli Machinery is in breach of the Sale and Purchase Agreement III, Huizhou Fengcai shall not be obliged to return the performance guarantee of RMB130,000 to Heli Machinery.

III. REASONS FOR AND BENEFITS OF THE DISPOSAL

Facing the prolonged weak consumer markets and other uncertainties and challenges that lie ahead, the Group continues to implement its streamlining plan (including workforce streamlining plan) and other cost reduction policies in 2026. In view of the Group's streamlining plan, the Group intends to phase out or reduce the capacity of certain manufacturing lines for unprofitable products, so as to streamline its production facilities and preserve financial resources to navigate this volatility. As part of its strategic plan, the Group has identified specific unprofitable product lines and has been systematically disposing of the related obsolete and idle equipment and machinery, including the subject equipment under the Sale and Purchase Agreements. By entering into the Sale and Purchase Agreements, the Group is able to streamline its production facilities and, at the same time, recover certain capital investment.

Based on the total carrying value of the subject equipment under the Sale and Purchase Agreements of approximately RMB5,724,545.70 as at 10 September 2026, the Group recorded a gain on the Disposal of approximately RMB9,386,958.72 (before tax and transaction expenses) (subject to final audit), being the difference between the total consideration for the Disposal and the carrying value of the subject equipment.

The proceeds from the Disposal will be used to replenish the Group's working capital.

Taking into account the above, the Board (including the independent non-executive Directors) considers that the terms of each of the Sale and Purchase Agreements are fair and reasonable and entered into on normal commercial terms or better after arm's length negotiations between the relevant parties, and in the interests of the Company and its Shareholders as a whole. The Board (including the independent non-executive Directors) is of the view that the Disposal is beneficial to the long term business plan of the Group and is in line with the business strategy of the Group. None of the Directors has a material interest in the transactions contemplated under the Sale and Purchase Agreements.

IV. IMPLICATIONS UNDER THE LISTING RULES

During the twelve months before entering into the Sale and Purchase Agreements, certain members of the Group had also disposed of old equipment to Heli Machinery at a total consideration of approximately RMB2,149,628 (excluding value-added tax) (the "**Previous Transactions**"). According to Chapter 14 of the Listing Rules, as the highest applicable percentage ratio in respect of such Previous Transactions is lower than 5%, the Previous Transactions are not subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

According to Rule 14.22 of the Listing Rules, the Disposal and the Previous Transactions shall be aggregated. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Disposal (on an aggregated basis after being aggregated with the Previous Transactions) is more than 5% but all of the applicable percentage ratios are less than 25%, the transactions contemplated under the Sale and Purchase Agreements constitute a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements but is exempt from the shareholders' approval requirement under Chapter 14 of the Listing Rules.

V. INFORMATION ON THE GROUP

The Group is principally engaged in the development and manufacturing of premium stainless steel products such as watch bracelets, mobile phone cases and parts, smart wearable cases and parts, and fashion accessories.

Huizhou Fengcai is an indirect wholly-owned subsidiary of the Company, and is principally engaged in the manufacture and trading of stainless steel products.

VI. INFORMATION ON HELI MACHINERY

Heli Machinery was established on 30 December 2014 under the laws of the PRC. It is principally engaged in the manufacture of gas compressor machinery, general purpose equipment, computer numerical control machine tool, pump and vacuum equipment, generator and generator sets. It is held as to 100% by Guo Hai'e (郭海娥). To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Heli Machinery and its ultimate beneficial owner are independent third parties who are independent of and not connected with the Company and its subsidiaries and its connected persons.

VII. DEFINITIONS

In this announcement, unless otherwise defined, terms used herein shall have the following meanings:

"Board"	the board of Directors
"Company"	Winox Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 6838)
"connected person(s)"	has the same meaning ascribed thereto under the Listing Rules
"Director(s)"	the director(s) of the Company
"Disposal"	the transactions contemplated under the Sale and Purchase Agreements
"Group"	the Company and its subsidiaries
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC"	The People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC

"Sale and Purchase Agreement I"	the sale and purchase agreement entered into between Huizhou Fengcai and Heli Machinery on 10 September 2026 as more particularly set out in section II.A. in this announcement
"Sale and Purchase Agreement II"	the sale and purchase agreement entered into between Huizhou Fengcai and Heli Machinery on 10 September 2026 as more particularly set out in section II.B. in this announcement
"Sale and Purchase Agreement III"	the sale and purchase agreement entered into between Huizhou Fengcai and Heli Machinery on 10 September 2026 as more particularly set out in section II.C. in this announcement
"Sale and Purchase Agreements"	the Sale and Purchase Agreement I, Sale and Purchase Agreement II and Sale and Purchase Agreement III
"Shareholder(s)"	the holders of shares of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"%"	per cent.

** The English translation is for identification purposes only.*

By Order of the Board
Yiu Hon Ming
Chairman

Hong Kong • 10 September 2026

As at the date of this announcement, the Board comprises (a) six Executive Directors, namely, Mr. Yiu Hon Ming, Mr. Yiu Tat Sing, Mr. Li Chin Keung, Ms. Law Wai Ping, Mr. Chau Kam Wing Donald and Ms. Yiu Ho Ting; and (b) three Independent Non-executive Directors, namely, Mr. Hou Bojian, Professor Wong Lung Tak Patrick and Mr. Wu Ming Lam.