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platt nera

Platt Nera International Limited

佰達國際控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1949)

**DISCLOSEABLE TRANSACTION
IN RELATION TO THE ACQUISITION OF AN ASSET**

THE ACQUISITION

On 2 December 2024, the Buyer, a wholly owned subsidiary of the Company, entered into the Yacht Construction Contract with the Constructor, pursuant to which the Buyer agreed to acquire and the Constructor agreed to construct, sell, and deliver to the Buyer, a yacht at a consideration of HK\$15 million, upon and subject to the terms and conditions therein.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios under Rule 14.07 of the Listing Rules with respect to the Acquisition exceeds 5% but not more than 25%, the Yacht Construction Contract and the transactions contemplated thereunder constitute a discloseable transaction of the Company and are therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

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THE YACHT CONSTRUCTION CONTRACT

Below are the summarised terms of the Yacht Construction Contract:

Date

2 December 2024

Parties

- (i) the Constructor; and
- (ii) the Buyer.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Constructor and its ultimate beneficial owner(s) are Independent Third Parties.

Subject matter

Under the negotiations between the Buyer and the Constructor, the Constructor shall undertake the construction, installation, and completion of the specified work, including the sale and delivery of one (1) 23.8-meter-long motor yacht (the “**Yacht**”) to the Buyer. Below are the specifications of the Yacht:

Length overall	:	23.8 meters
Width	:	5.8 meters
Fuel reserves	:	4,800 litres
Water reserves	:	2,500 litres

Consideration

The overall construction cost for the Yacht is HK\$15 million (the “**Total Construction Cost**”), which the Buyer shall pay to the Constructor according to the following payment schedule:

- (i) HK\$7.5 million, representing 50% of the Total Construction Cost, shall be payable within five (5) Bank Business Days after the date of the Yacht Construction Contract; and
- (ii) the remaining balance of the Total Construction Cost shall be payable on or before 31 January 2025.

The Total Construction Cost was determined after an arm's length negotiation between the Buyer and the Constructor with reference to the prevailing market prices of the Yacht according to its specification.

The Total Construction Cost will be funded by the Group's internal resources.

Delivery

The Constructor agrees to complete the Yacht at its dock in Hong Kong within ten (10) months following the signing of the Yacht Construction Contract. The Yacht will be delivered to the Buyer in Hong Kong at that same time.

Force majeure

In the event of war, blockades, riots, strikes, supernatural occurrences, plagues, or other epidemics, as well as natural disasters such as earthquakes, tsunamis, typhoons, hurricanes, heavy rainfall, or any other circumstances beyond the control of the builder — whether foreseeable or not — the provisions of force majeure shall be invoked. In such instances, the Buyer agrees to permit an extension of the delivery timeline for the Yacht.

The delivery date for the Yacht will be adjusted under the number of days lost by the Constructor due to the circumstances above. The Constructor must provide written notification to the Buyer detailing the incident and the revised estimated completion and delivery date for the Yacht.

In the absence of force majeure, if the Yacht cannot be delivered within eighteen (18) months after signing the Yacht Construction Contract, the Buyer has the right to request a refund of no less than 70% of the Total Construction Cost paid to the Constructor.

INFORMATION OF THE CONSTRUCTOR

The Constructor is a company incorporated in Hong Kong with limited liability. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Constructor and its ultimate beneficial owner(s) are Independent Third Parties.

INFORMATION OF THE BUYER AND THE GROUP

The Buyer is a company incorporated in Hong Kong with limited liability and is a wholly owned subsidiary of the Company.

The Group operates mainly in Thailand, providing information technology (IT) solutions to Thai financial institutions, government departments, and agencies. Its focus is primarily on the administrative, telecommunications, and utilities sectors, along with equipment sales.

REASONS FOR THE ACQUISITION

The Company intends to acquire the Yacht to support its marketing and client development initiatives. This Acquisition is expected to enhance its marketing capabilities and client engagement strategies. Furthermore, the Company recognises the potential for capital appreciation of the Yacht, which may yield promising returns should suitable opportunities arise.

After considering the terms outlined in the Yacht Construction Contract, the Board is of the view that the Acquisition is fair, reasonable, and in the best interests of the Group and its Shareholders

LISTING RULES IMPLICATIONS

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DEFINITIONS

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

“Acquisition”	the acquisition of the Yacht pursuant to the terms and conditions of the Yacht Construction Contract
“Bank Business Day(s)”	any day on which the bank conducts business activities as per its effective opening hours, so when the bank is open for the purpose of executing payment transactions
“Board”	the board of Directors
“Buyer”	Globe Wealth (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company
“Company”	Platt Nera International Limited, a company incorporated in Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1949)
“Constructor”	Accelera Charter Services Limited, a company incorporated in Hong Kong with limited liability
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	person(s) who or company(ies) together with its/their ultimate beneficial owner(s) which is/are third party(ies) independent of the Company and its connected person(s) (as defined under the Listing Rules)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Total Construction Cost”	HK\$15 million, being the total consideration payable by the Buyer to the Constructor for the sale and purchase of the Yacht
“Yacht”	Accelera 23.8-meter-long motor yacht
“Yacht Construction Contract”	the Yacht Construction Contract dated 2 December 2024 entered into between the Buyer and the Constructor in relation to the Acquisition

By order of the Board
Platt Nera International Limited
Prapan Asvaplunghprohm
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 2 December 2024

As at the date of this announcement, the Board comprises Mr. Prapan Asvaplunghprohm, Ms. Hong Yiwen and Ms. Liu Guixiang as executive Directors, and Mr. Yuen Kwok Kuen, Mr. Cheung Pan and Mr. Choi Sum Shing Samson as independent non-executive Directors.

* *For identification purpose only*