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中国风电集团有限公司*
China WindPower Group Limited

(Incorporated in Bermuda with limited liability)
(Stock Code: 182)

**DISCLOSEABLE TRANSACTION
CONTRACTS REGARDING PURCHASE OF
WIND POWER ELECTRICITY GENERATION EQUIPMENT**

On 17 September 2014, the Group and the Supplier entered into the 2 Purchase Contracts regarding the purchase of wind power electricity generation equipment from the Supplier for the Group's wind farm projects in Hubei Province and Hunan Province, the PRC. The Supplier is an Independent Third Party.

The Group will purchase wind power electricity generation equipment from the Supplier under the 2 Purchase Contracts amounting to a total consideration of RMB379.2 million (equivalent to approximately HK\$477.8 million).

The transactions under the 2 Purchase Contracts, when aggregated, constitute a discloseable transaction for the Company as an applicable percentage ratio in respect of the transactions exceeds 5% but all of the related percentage ratios are less than 25% and thus are subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

BACKGROUND

On 17 September 2014, the Group and the Supplier entered into the 2 Purchase Contracts regarding the purchase of wind power electricity generation equipment from the Supplier for the Group's wind farm projects in Hubei Province (湖北省) and Hunan Province (湖南省), the PRC. The Supplier is an Independent Third Party.

The Group will purchase wind power electricity generation equipment from the Supplier under the 2 Purchase Contracts amounting to a total consideration of RMB379.2 million (equivalent to approximately HK\$477.8 million).

* *For identification purposes only*

THE 2 PURCHASE CONTRACTS

Terms of the 2 Purchase Contracts are summarised as follows:

The Hubei Project

Dates: 17 September 2014

Parties: Haotai New Energy Equipment Ltd.* (浩泰新能源裝備有限公司), a wholly owned subsidiary of the Company, the buyer

XEMC Windpower Co., Ltd* (湘電風能有限公司), an Independent Third Party, the Supplier

Consideration: RMB189.6 million (equivalent to approximately HK\$238.9 million)

The Hunan Project

Dates: 17 September 2014

Parties: Haotai New Energy Equipment Ltd.* (浩泰新能源裝備有限公司), a wholly owned subsidiary of the Company, the buyer

XEMC Windpower Co., Ltd* (湘電風能有限公司), an Independent Third Party, the Supplier

Consideration: RMB189.6 million (equivalent to approximately HK\$238.9 million)

Under each of the 2 Purchase Contracts, the Group has agreed to buy from the Supplier machinery and equipment (including turbines, electricity generation systems, control systems hardware and software, etc.) for 24 sets of wind power generation facilities of 2,000KW each to each of the 2 wind farm projects of the Group in Hubei Province and Hunan Province, the PRC.

The above consideration payable by the Group includes fees in relation to, inter alia, the purchase of machinery and equipment and technical support services to be provided by the Supplier, tax payment and delivery and insurance costs. The Supplier will provide a warranty period of 5 years in respect of the machinery and equipment supplied.

According to the 2 Purchase Contracts, the Supplier shall pay 10% of the consideration within 15 days from the effective date of the respective Purchase Contract as performance bond for any breach of its obligations under the respective Purchase Contract, which shall be refunded to the Supplier

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within 30 days after completion of the pre-examination of the machinery and equipment. The Group shall pay the Supplier the consideration by installment based on the stages of completion of the Purchase Contracts from the date of the Purchase Contracts to the expiry date of the warranty period.

THE SUPPLIER

The Supplier is a supplier of wind power machinery and equipment in the PRC. To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the Supplier and its ultimate beneficial owner(s) are third parties independent of the Company and the connected persons of the Company.

REASONS FOR AND BENEFIT OF THE TRANSACTIONS

The Company is principally engaged in (i) the wind power sector, investing in various wind farm projects and providing wind power engineering and construction services in the PRC; and (ii) solar energy investments and operations.

It is in the ordinary and usual course of business of the Group to build wind power plants in the PRC, including, among other projects, the 2 subject projects in Hubei Province and Hunan Province, the PRC. The purchases of the machinery and equipment from the Supplier under the Purchase Contracts represent part of the Group's ordinary investments in its wind farm projects.

The Purchase Contracts were entered into after the Group's tender process. The Group considers that the overall terms offered by the Supplier under the Purchase Contracts represent the best offer made to the Group. The Group evaluated the terms of the contracts based on, among other factors, the specifications and needs of the Group, the credentials and experience of the Supplier, the quality of the products to be supplied by the Supplier, the services agreed to be rendered by the Supplier, the products warranty provided by the Supplier and the terms offered by other suppliers to the Group. The Directors (including the independent non-executive Directors) consider that the overall terms offered by the Supplier under the Purchase Contracts represent market terms and are on normal commercial terms, fair and reasonable and in the interests of the Company and its shareholders as a whole.

The purchases under the Purchase Contracts will be financed by internal resources of the Group and/or borrowings.

GENERAL

The transactions under the 2 Purchase Contracts, when aggregated, constitute a discloseable transaction for the Company as an applicable percentage ratio in respect of the transactions exceeds 5% but all of the related percentage ratios are less than 25% and thus is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules. No Directors have any material interest in the Purchase Contracts.

DEFINITIONS

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| “Company” | China WindPower Group Limited, a company incorporated in Bermuda with limited liability, the ordinary shares of which are listed on the main board of the Stock Exchange |
| “Director(s)” | the director(s) of the Company |
| “Group” | the Company and its subsidiaries |
| “Independent Third Party” | any person/entity who/which is a third party independent of the Company and the connected persons of the Company |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “KW” | Kilowatt (1,000 watts), the commonly used unit of power in quantifying the electricity generation |
| “PRC” | the People’s Republic of China |
| “Purchase Contracts” | the 2 wind farm machinery and equipment purchase contracts entered into between Haotai New Energy Equipment Ltd.* (浩泰新能源裝備有限公司), a wholly owned subsidiary of the Company and the Supplier each dated 17 September 2014 |
| “RMB” | Renminbi, the lawful currency of the PRC |
| “Share(s)” | the ordinary share(s) of HK\$0.01 each in the share capital of the Company |
| “Shareholder(s)” | holder(s) of the Shares |

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| “Supplier” | XEMC Windpower Co., Ltd* (湘電風能有限公司), an Independent Third Party |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |

The translation of RMB into HK\$ is based on the exchange rate of RMB1.00 to HK\$1.26, and are provided for information purposes only.

By order of the Board
CHINA WINDPOWER GROUP LIMITED
Liu Shunxing
Chairman

17 September 2014, Hong Kong

As at the date of this announcement, the Board comprises Mr. Liu Shunxing (Chairman), Mr. Ko Chun Shun, Johnson (Vice Chairman), Mr. Yang Zhifeng (Chief Executive Officer), Mr. Wang Xun, Ms. Liu Jianhong, Mr. Yu Weizhou, Mr. Zhou Zhizhong and Ms. Ko Wing Yan, Samantha (who are executive Directors), and Dr. Wong Yau Kar, David, BBS, JP, Mr. Yap Fat Suan, Dr. Shang Li and Ms. Huang Jian (who are independent non-executive Directors).