
FURTHER TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

1. GENERAL

- (a) If you apply for Hong Kong Offer Shares in the Hong Kong Public Offering, you will be agreeing with our Company and the Bookrunner (for itself and on behalf of the Underwriters) as set out below.
- (b) If you give **electronic application instructions** to HKSCC via CCASS to cause HKSCC Nominees to apply for the Hong Kong Offer Shares on your behalf, you will have authorized HKSCC Nominees to apply on the terms and conditions set out below, as supplemented and amended by the terms and conditions applicable to the relevant application method.
- (c) If you give **electronic application instructions** to the White Form eIPO Service Provider through the designated website at www.eipo.com.hk, you will have authorized the designated White Form eIPO Service Provider to apply on the terms and conditions set out below, as supplemented and amended by the terms and conditions applicable to the **White Form eIPO** service.
- (d) In this section, references to “you,” “applicants,” “joint applicants” and other like references shall, if the context so permits, include references to both nominees and principals on whose behalf HKSCC Nominees is applying for Hong Kong Offer Shares, and references to the making of an application shall, if the context so permits, include references to making applications electronically by giving instructions to HKSCC.
- (e) Applicants should read this prospectus carefully, including the arrangements set out in the paragraph headed “Structure and Conditions of the Global Offering — Special legal requirements under German law” in this prospectus and the terms and conditions set out herein and in the Application Forms or imposed by HKSCC and/or the White Form eIPO Service Provider prior to making any application for Hong Kong Offer Shares.

2. OFFER TO PURCHASE THE HONG KONG OFFER SHARES

- (a) You offer to purchase from us at the Offer Price the number of the Hong Kong Offer Shares indicated in your Application Form (or any smaller number in respect of which your application is accepted) on the terms and conditions set out in this prospectus and the relevant Application Form.
- (b) For applicants using Application Forms, a refund cheque in respect of the surplus application monies (if any) representing the Hong Kong Offer Shares applied for but not allotted to you and representing the difference (if any) between the final Offer Price and the maximum Offer Price (including brokerage, the SFC transaction levy and the Stock Exchange trading fee attributable thereto), is expected to be sent to you at your own risk to the address stated on your Application Form.

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Details of the procedure for refunds relating to each of the Hong Kong Public Offering methods are contained below in the paragraphs headed “If Your Application for Hong Kong Offer Shares is Successful (In Whole or In Part),” “Refund of Application Monies”, “Additional Information for Applicants Applying through White Form eIPO” and “Additional Information for Applicants Applying by giving Electronic Application Instructions to HKSCC” in this section.

- (c) Any application may be rejected in whole or in part.
- (d) Applicants under the Hong Kong Public Offering should note that in no circumstances (save for those provided under Section 40 of the Hong Kong Companies Ordinance) can applications be withdrawn once submitted. For the avoidance of doubt, our Company and all other parties involved in the preparation of this prospectus acknowledge that each CCASS Participant who gives, or causes to give, **electronic application instructions** to HKSCC via CCASS is a person who may be entitled to compensation under Section 40 of the Hong Kong Companies Ordinance.

3. ACCEPTANCE OF YOUR OFFER

- (a) The Hong Kong Offer Shares will be allotted after the application lists close. We expect to announce the final number of Hong Kong Offer Shares, the level of applications under the Hong Kong Public Offering and the basis of allotment of the Hong Kong Offer Shares on our Company’s website (www.schramm-holding.com) and the website of the Stock Exchange (www.hkexnews.hk) on 28 December 2009.
- (b) The results of applications of the Hong Kong Offer Shares under the Hong Kong Public Offering, including the Hong Kong identity card numbers, passport numbers or Hong Kong business registration numbers (where applicable) of successful applicants and the number of Hong Kong Offer Shares successfully applied for, will be made available on 28 December 2009 in the manner described in the paragraph headed “Publication of Results” in the section headed “How to Apply for the Hong Kong Offer Shares” of this prospectus.
- (c) We may accept your offer to subscribe (if your application is received, valid, processed and not rejected) by announcing the basis of allotment and/or making available the results of applications publicly.
- (d) If we accept your offer for subscription (in whole or in part), there will be a binding contract under which you will be required to subscribe for the Hong Kong Offer Shares in respect of which your offer has been accepted if the conditions of the Hong Kong Public Offering are satisfied or not otherwise terminated. Further details are contained in the section headed “Structure and Conditions of the Global Offering” in this prospectus.
- (e) You will not be entitled to exercise any remedy of rescission for innocent misrepresentation at any time after acceptance of your application. This does not affect any other right you may have.

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- (f) In addition, acceptance of all applications for Hong Kong Offer Shares pursuant to the Hong Kong Public Offering will be conditional upon, amongst other things:
- (i) the Listing Committee granting listing of, and permission to deal in, the Shares in issue and to be issued being offered pursuant to the Global Offering (subject only to re-allotment);
 - (ii) the Offer Price having been fixed on or around the Price Determination Date; and
 - (iii) the obligations of the Hong Kong Underwriter under the Hong Kong Underwriting Agreement becoming and remaining unconditional and not having been terminated in accordance with the terms of the Hong Kong Underwriting Agreement,

In each case on or before the dates and times specified in the Underwriting Agreements (unless and to the extent such conditions are validly waived on or before such dates and times) and in any event not later than 30 days after the date of this prospectus.

If, for any reason, the Offer Price is not agreed between our Company and the Bookrunner (on behalf of the Underwriters) on or before the Price Determination Date, the Global Offering will not proceed, subject to the Underwriting Agreements.

4. EFFECT OF MAKING ANY APPLICATION

- (a) By completing and submitting any Application Form you (and if you are joint applicants, each of you jointly and severally) for yourself and as agent or nominee and on behalf of each person for whom you act as agent or nominee:
- **instruct and authorize** our Company and/or the Bookrunner (or their respective agents or nominees) to execute any transfer forms, contract notes or other documents on your behalf and to do on your behalf all other things necessary to effect the registration of any Hong Kong Offer Shares allotted to you in your name(s) or HKSCC Nominees, as the case may be, as required by the Articles of Association and otherwise to give effect to the arrangements described in this prospectus and the relevant Application Form;
 - **undertake** to sign all documents and to do all things necessary to enable you or HKSCC Nominees, as the case may be, to be registered as the holder of the Hong Kong Offer Shares allotted to you, and as required by the Articles of Association;
 - **represent, warrant and undertake** that you understand that the Hong Kong Offer Shares have not been and will not be registered under the US Securities Act and you are outside the United States and not a US person when completing the Application Form;
 - **confirm** that you have received a copy of this prospectus and have only relied on the information and representations contained in this prospectus in making your application, and will not rely on any other information or representation save as set out in any supplement to this prospectus;

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- **agree** that our Company, the Bookrunner, the Underwriters and any of their respective directors, officers, employees, partners, agents, advisers and any other parties involved in the Global Offering are liable only for the information and representations contained in this prospectus and any supplement to this prospectus;
- **agree** (without prejudice to any other rights which you may have) that once your application has been accepted, you may not rescind it on the basis of an innocent misrepresentation;
- (if the application is made for your own benefit) warrant that the application is the only application which has been or will be made for your benefit on a **WHITE** or **YELLOW** Application Form or by giving **electronic application instructions** to HKSCC or to the designated White Form eIPO Service Provider via the **White Form eIPO service**, unless you are an Eligible Employee who has made an application for the Reserved Shares on a **PINK** Application Form in which case, warrant that the application is the only application made by you in respect of the Reserved Shares;
- (if the application is made by an agent on your behalf) **warrant** that you have validly and irrevocably conferred on your agent all necessary power and authority to make the application;
- (if you are an agent for another person) **warrant** that the application is the only application which will be made for the benefit of that other person on a **WHITE** or **YELLOW** Application Form or by giving **electronic application instructions** to HKSCC or to the designated White Form eIPO Service Provider via the **White Form eIPO service** (www.eipo.com.hk), and that you are duly authorized to sign the Application Form or to give **electronic application instructions** as that other person's agent;
- **undertake and confirm** that you (if the application is made for your benefit) or the person(s) for whose benefit you have made the application have not applied for or taken up or indicated an interest in or received or been placed or allotted (including conditionally and/or provisionally) and will not apply for or take up or indicate any interest in any International Offering Shares, nor otherwise participate in the International Offering;
- **warrant** the truth and accuracy of the information contained in your application;
- **agree** that your application, any acceptance of it and the resulting contract will be governed by and construed in accordance with the laws of Hong Kong;
- **undertake and agree** to accept the Hong Kong Offer Shares applied for, or any lesser number allotted to you under the application;

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- **authorize** our Company to place your name(s) or HKSCC Nominees, as the case may be, on our register of members as the holder(s) of any Hong Kong Offer Shares allotted to you, and our Company and/or our agents to send any share certificate(s) (where applicable) and/or any refund cheque (where applicable) to you or (in case of joint applicants) the first named applicant in the Application Form by ordinary post at your own risk to the address stated on your Application Form (except if you have applied for 100,000 Hong Kong Offer Shares or more and have indicated in your Application Form your wish to collect your refund cheque and share certificates (where applicable) in person);
- **agree** to disclose to our Company, Hong Kong Share Registrar, receiving banker, the Bookrunner and their respective advisers and agents any personal data or other information which they require about you or the person(s) for whose benefit you have made the application;
- **understand** that these declarations and representations will be relied upon by our Company and the Bookrunner in deciding whether or not to allot any Hong Kong Offer Shares in response to your application;
- if the laws of any place outside Hong Kong are applicable to your application, you **agree** and **warrant** that you have complied with all such laws and none of our Company, the Bookrunner and the Underwriters nor any of their respective officers or advisers will infringe any laws outside Hong Kong as a result of the acceptance of your offer to purchase, or any actions arising from your rights and obligations under the terms and conditions contained in this prospectus;
- **agree** with each shareholder of the Company to disclose to each shareholder of the Company any personal data (including but not limited to the date of birth if you are an individual) or other information which may appear on the register of our Company about you or the person(s) for whose benefit you have made the application;
- **agree** with our Company and each shareholder of our Company, and our Company agrees with each of the shareholders, to observe and comply with the German Stock Corporation Act, the Hong Kong Companies Ordinance and the Articles of Association;
- **agree** that the processing of your application may be done by our Company's receiving banker and is not restricted to the bank at which your Application Form was lodged; and
- **represent, warrant** and **undertake** the allotment of or application for Hong Kong Offer Shares to you or by you for whose benefit the application is made would not require our Company, the Bookrunner, the Sponsor and/or the Underwriters to comply with the requirements under any law or regulation (whether or not having the force of law) of any territory outside Hong Kong.

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- (b) If you apply for the Hong Kong Offer Shares using a **YELLOW** Application Form, in addition to the confirmations and agreements referred to in (a) above, you (and if you are joint applicants, each of you jointly and severally) agree that:
- any Hong Kong Offer Shares allotted to you shall be issued in the name of HKSCC Nominees and deposited directly into CCASS operated by HKSCC for credit to your CCASS Investor Participant stock account or the stock account of your designated CCASS Participant in accordance with your instruction on the Application Form;
 - each of HKSCC and HKSCC Nominees reserves the right (1) not to accept any or part of such allotted Hong Kong Offer Shares issued in the name of HKSCC Nominees or not to accept such allotted Hong Kong Offer Shares for deposit into CCASS; (2) to cause such allotted Hong Kong Offer Shares to be withdrawn from CCASS and transferred into your name at your own risk and costs; and (3) to cause such allotted Hong Kong Offer Shares to be issued in your name (or, if you are a joint applicant, to the first-named applicant) and in such a case, to post the share certificates for such allotted Hong Kong Offer Shares at your own risk to the address on your Application Form by ordinary post or to make available the same for your collection;
 - each of HKSCC and HKSCC Nominees may adjust the number of allotted Hong Kong Offer Shares issued in the name of HKSCC Nominees;
 - neither HKSCC nor HKSCC Nominees shall have any liability for the information and representations not so contained in this prospectus and the Application Form; and
 - neither HKSCC nor HKSCC Nominees shall be liable to you in any way.
- (c) If you apply for the Shares using a **PINK** Application Form, in addition to the confirmations and agreements referred to in (a) above, you (and if you are joint applicants, each of you jointly and severally):
- **warrant** that, in making an application, you are an Eligible Employee; and
 - **confirm**, where you are an Eligible Employee employed by our Company, that you understand that, although you may obtain a **PINK** Application Form and you may return your completed **PINK** Application Form (together with power of attorney/authorisation letter attached) addressed to the Company Secretary, (i) by facsimile at + 852 2543 1799 or, (ii) by mail to the Company's principal place of business in Hong Kong at Unit 07, 25/F, Lippo Centre, Tower 1, 89 Queensway, Hong Kong, (1) such procedures are merely to facilitate your application under the Employee Preferential Offer which is part of the Hong Kong Public Offering and will not in any event be construed as a share offer in Germany or a share offer governed by the laws of Germany and (2) your application for Reserved Shares, any acceptance of it and the resulting contract will be exclusively governed by and construed in accordance with the laws of Hong Kong.

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- (d) In addition, by giving **electronic application instructions** to HKSCC or instructing your broker or custodian who is a CCASS Clearing Participant or a CCASS Custodian Participant to give such instructions to HKSCC, you (and if you are joint applicants, each of you jointly and severally) are deemed to have done the following, and neither HKSCC nor HKSCC Nominees shall be liable to our Company or any other person in respect of the following:
- instructed and authorized HKSCC to cause HKSCC Nominees (acting as nominee for the relevant CCASS Participants) to apply for the Hong Kong Offer Shares on your behalf;
 - instructed and authorized HKSCC to arrange payment of the maximum Offer Price, brokerage, SFC transaction levy and Stock Exchange trading fee by debiting your designated bank account and, in the case of a wholly or partially unsuccessful application and/or if the Offer Price is less than the Offer Price per share initially paid on application, refund of the application monies, in each case including brokerage, SFC transaction levy and Stock Exchange trading fee, by crediting your designated bank account; and
 - (where a **WHITE** Application Form is signed by HKSCC Nominees on behalf of persons who have given **electronic application instructions** to apply for the Hong Kong Offer Shares) in addition to the confirmations and agreements set out in paragraph (a) above, instructed and authorized HKSCC to cause HKSCC Nominees to do on your behalf all the things which it has stated to do on your behalf in the **WHITE** Application Form, and the following:
 - agree that the Hong Kong Offer Shares to be allotted shall be issued in the name of HKSCC Nominees and deposited directly into CCASS for the credit of the stock account of the CCASS Participant who has inputted **electronic application instructions** on your behalf or your CCASS Investor Participant stock account;
 - undertake and agree to accept the Hong Kong Offer Shares in respect of which you have given **electronic application instructions** or any lesser number;
 - (if the **electronic application instructions** are given for your own benefit) declare that only one set of **electronic application instructions** has been given for your benefit;
 - (if you are an agent for another person) declare that you have only given one set of **electronic application instructions** for the benefit of that other person and that you are duly authorized to give those instructions as that other person's agent;
 - understand that the above declaration will be relied upon by our Company, our Directors and the Bookrunner in deciding whether or not to make any allotment of Hong Kong Offer Shares in respect of the **electronic application instructions** given by you and that you may be prosecuted if you make a false declaration;

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- authorize our Company to place the name of HKSCC Nominees on the register of members of our Company as the holder of the Hong Kong Offer Shares allotted in respect of your **electronic application instructions** and to send share certificate(s) and/or refund monies in accordance with the arrangements separately agreed between our Company and HKSCC;
- confirm that you have read the terms and conditions and application procedures set out in this prospectus and agree to be bound by them;
- confirm that you have only relied on the information and representations in this prospectus in giving your **electronic application instructions** or instructing your broker or custodian to give **electronic application instructions** on your behalf;
- agree (without prejudice to any other rights which that person may have) that once the application of HKSCC Nominees has been accepted, the application cannot be rescinded on the basis of innocent misrepresentation;
- agree that any application made by HKSCC Nominees on your behalf pursuant to the **electronic application instructions** given by you is irrevocable before the expiration of the fifth day after the closing of the application lists or such later date as the application lists may close as described under “Effect of bad weather on the opening of application lists” below, such agreement to take effect as a collateral contract with our Company and to become binding when you give the instructions and such collateral contract to be in consideration of our Company agreeing that we will not offer any Hong Kong Offer Shares to any person before the expiration of the fifth day after the closing of the application lists or such later date as the application lists may close as described under “Effect of bad weather on the opening of application lists” below, except by means of one of the procedures referred to in this prospectus. However, HKSCC Nominees may revoke the application before the fifth day after the opening of the application lists (save for this purpose, any day which is a Saturday, Sunday or public holiday in Hong Kong) if a person responsible for this prospectus under Section 40 of the Hong Kong Companies Ordinance gives a public notice under that section which excludes or limits the responsibility of that person for this prospectus;
- agree that once the application of HKSCC Nominees is accepted, neither that application nor your **electronic application instructions** can be revoked, and that acceptance of that application will be evidenced by the announcement of the results of the Hong Kong Public Offering published by our Company; and
- agree to the arrangements, undertaking and warranties specified in the participant agreement between you and HKSCC, and with the general rules of CCASS and the CCASS operational procedures, in respect of the giving of **electronic application instructions** relating to Hong Kong Offer Shares.

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- (e) Our Company, the Bookrunner, the Underwriters and their respective directors and any other parties involved in the Global Offering are entitled to rely on any warranty, representation or declaration made by you in your application.
- (f) All the warranties, representations, declarations and obligations expressed to be made, given or assumed by or imposed on the joint applicants shall be deemed to have been made, given or assumed by or imposed on the applicants jointly and severally.

5. CIRCUMSTANCES IN WHICH YOU WILL NOT BE ALLOTTED HONG KONG OFFER SHARES

Full details of the circumstances in which you will not be allotted Hong Kong Offer Shares are set out in the notes attached to the Application Forms (whether you are making your application by an Application Form or electronically instructing HKSCC to cause HKSCC Nominees to apply on your behalf), and you should read them carefully. You should note in particular the following situations in which Hong Kong Offer Shares will not be allotted to you:

(a) **If your application is revoked:**

By completing and submitting an Application Form or submitting **electronic application instructions** to HKSCC or the designated White Form eIPO Service Provider through **White Form eIPO** services (www.eipo.com.hk), you agree that your application or the application made by HKSCC Nominees on your behalf cannot be revoked before the expiration of the fifth day after the closing of the application lists or such later date as the application lists may close as described in the paragraph headed “Effect of Bad Weather on the Opening of Application Lists” in the section headed “How to Apply for the Hong Kong Offers Shares”. This agreement will take effect as a collateral contract with our Company, and will become binding when you lodge your Application Form or submit your **electronic application instructions** to HKSCC or the designated White Form eIPO Service Provider. This collateral contract will be in consideration of our Company agreeing that we will not offer any Hong Kong Offer Shares to any person before the expiration of the fifth day after the closing of the application lists or such later date as the application lists may close as described in the paragraph headed “Effect of Bad Weather on the Opening of Application Lists” in the headed “How to Apply for the Hong Kong Offers Shares” except by means of one of the procedures referred to in this prospectus.

Your application or the application made by HKSCC Nominees or the designated White Form eIPO Service Provider on your behalf may be revoked before the fifth day after the opening of the application lists (excluding for this purpose any day which is a Saturday, Sunday or public holiday in Hong Kong) if a person responsible for this prospectus under Section 40 of the Hong Kong Companies Ordinance gives a public notice under that section which excludes or limits the responsibility of that person for this prospectus. If any supplement to the prospectus is issued, applicant(s) who have already submitted an application may or may not (depending on the information contained in the supplement) be notified that they can withdraw their applications. If applicant(s) have not been so notified, or if applicant(s) have been notified but have not withdrawn their applications in accordance with the procedure to be notified, all applications that have been submitted remain valid and may be accepted. Subject to the above, an application once made is irrevocable and applicants shall be deemed to have applied on the basis of the prospectus as supplemented.

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If your application or the application made by HKSCC Nominees or the designated White Form eIPO Service Provider on your behalf has been accepted, it cannot be revoked. For this purpose, acceptance of applications which are not rejected will be constituted by notification in the announcement of the results of applications, and where such basis of allotment is subject to certain conditions or provides for allotment by ballot, such acceptance will be subject to the satisfaction of such conditions or results of the ballot respectively.

(b) If our Company, the Bookrunner or the designated White Form eIPO Service Provider (where applicable) or their respective agents or nominees exercise their discretion to reject your application:

We and the Bookrunner (on behalf of the Underwriters and as agent for our Company) and the White Form eIPO Service Provider (where applicable) or their respective agents and nominees, have full discretion to reject or accept any application, or to accept only part of any application, without having to give any reasons for any rejection or acceptance.

(c) If the allotment of Hong Kong Offer Shares is void:

The allotment of Hong Kong Offer Shares to you or to HKSCC Nominees (if you give **electronic application instructions** or apply by a **YELLOW** Application Form) will be void if the Listing Committee of the Stock Exchange does not grant permission to list the shares either:

- within 3 weeks from the closing of the application lists; or
- within a longer period of up to 6 weeks if the Listing Committee of the Stock Exchange notifies our Company of that longer period within 3 weeks of the closing date of the application lists.

(d) If:

- you make multiple applications or suspected multiple applications;
- you or the person for whose benefit you apply have applied for or taken up, or indicated an interest for, or have been or will be placed or allotted (including conditionally and/or provisionally) with International Offering Shares in the International Offering. By filling in any of the Application Forms or giving **electronic application instructions** to HKSCC or to the designated White Form eIPO Service Provider via **White Form eIPO** service, you agree not to apply for International Offering Shares in the International Offering. Reasonable steps will be taken to identify and reject applications in the Hong Kong Public Offering from investors who have received International Offering Shares in the International Offering, and to identify and reject indications of interest in the International Offering from investors who have received Hong Kong Offer Shares in the Hong Kong Public Offering;
- you apply for more than 50% of the Hong Kong Offer Shares initially being offered under the Hong Kong Public Offering;

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- your payment is not made correctly or you pay by cheque or banker's cashier order and the cheque or banker's cashier order is dishonored upon its first presentation;
- your Application Form is not completed correctly and in accordance with the instructions;
- your **electronic application instructions** through the **White Form eIPO** service are not completed in accordance with the instructions, terms and conditions set out in the designated website at **www.eipo.com.hk**;
- either of the Underwriting Agreements do not become unconditional;
- either of the Underwriting Agreements are terminated in accordance with their respective terms; or
- our Company and/or the Bookrunner believe that by accepting your application, they would violate the applicable securities or other laws, rules or regulations.

6. IF YOUR APPLICATION FOR HONG KONG OFFER SHARES IS SUCCESSFUL (IN WHOLE OR IN PART)

No temporary document of title will be issued in respect of the Shares.

No receipt will be issued for sums paid on application.

Share certificates will only become valid certificates of title at 8:00 a.m. on 29 December 2009 provided that the Hong Kong Public Offering has become unconditional in all respects and the right of termination described in the section headed "Underwriting — Underwriting Arrangements and Expenses — Hong Kong Underwriting Agreement — Grounds for termination" in this prospectus has not been exercised.

(a) If you apply using a WHITE Application Form:

If you apply for 100,000 Hong Kong Offer Shares or more on a **WHITE** Application Form and have indicated your intention in your Application Form to collect your share certificate(s) and/or refund cheque (where applicable) from Computershare Hong Kong Investor Services Limited and have provided all information required by your Application Form, you may collect it/them in person from Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong from 9:00 a.m. to 1:00 p.m. on 28 December 2009 or such other date as notified by our Company on our Company's website (www.schramm-holding.com) and the website of the Stock Exchange (www.hkexnews.hk) as the date of despatch/collection of share certificates or e-Refund payment instructions/refund cheques.

If you are an individual who opts for personal collection, you must not authorize any other person to make collection on your behalf. If you are a corporate applicant which opts for personal collection, you must attend by your authorized representative bearing a letter of authorization

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from your corporation stamped with your corporation's chop. Both individuals and authorized representatives (if applicable) must produce, at the time of collection, evidence of identity acceptable to Computershare Hong Kong Investor Services Limited.

If you do not collect your refund cheque(s) (where applicable) and/or share certificate(s) (where applicable) personally within the time specified for collection, they will be sent to the address as specified in your Application Form promptly thereafter by ordinary post and at your own risk.

If you apply for less than 100,000 Hong Kong Offer Shares or if you apply for 100,000 Hong Kong Offer Shares or more but have not indicated on your Application Form that you will collect your refund cheque(s) and/or share certificate(s) (where applicable) in person, your refund cheque(s) and/or share certificate(s) (where applicable) will be sent to the address on your Application Form, by ordinary post and at your own risk.

(b) If you apply using a YELLOW Application Form:

If you apply for Hong Kong Offer Shares using a **YELLOW** Application Form and your application is wholly or partially successful, your share certificate(s) will be issued in the name of HKSCC Nominees and deposited into CCASS for credit to your CCASS Investor Participant stock account or the stock account of your designated CCASS Participant as instructed by you in your Application Form at the close of business on 28 December 2009, or under contingent situation, on any other date as shall be determined by HKSCC or HKSCC Nominees.

If you are applying through a designated CCASS Participant (other than a CCASS Investor Participant) on a **YELLOW** Application Form for Hong Kong Offer Shares credited to the stock account of your designated CCASS Participant (other than a CCASS Investor Participant), you can check the number of Hong Kong Offer Shares allotted to you with that CCASS Participant.

If you are applying as a CCASS Investor Participant, our Company expects to publish the results of CCASS Investor Participants' applications together with the results of the Hong Kong Public Offering on our Company's website (www.schramm-holding.com) and the website of the Stock Exchange (www.hkexnews.hk) on 28 December 2009. You should check the announcement published by our Company and report any discrepancies to HKSCC before 5:00 p.m. on 28 December 2009 or such other date as shall be determined by HKSCC or HKSCC Nominees. Immediately after the credit of the Hong Kong Offer Shares to your stock account, you can check your new account balance via the CCASS Phone System and the CCASS Internet System (under the procedures contained in HKSCC's "An Operating Guide for Investor Participants" in effect from time to time). HKSCC will also make available to you an activity statement showing the number of Hong Kong Offer Shares credited to your stock account.

If you apply for 100,000 Hong Kong Offer Shares or more and you have elected on your **YELLOW** Application Form to collect your refund cheque (where applicable) in person, please follow the same procedure, as those for **WHITE** Application Form applicants as described above. If you have applied for 100,000 Hong Kong Offer Shares or above and have not indicated

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on your Application Form that you will collect your refund cheque (if any) in person, or if you have applied for less than 100,000 Hong Kong Offer Shares, your refund cheque (if any) will be sent to the address on your Application Form on the date of despatch, which is expected to be on 28 December 2009, by ordinary post and at your own risk.

(c) If you apply through White Form eIPO:

If you apply for 100,000 Hong Kong Offer Shares or more through the **White Form eIPO** service by submitting an electronic application to the designated White Form eIPO Service Provider through the designated website at **www.eipo.com.hk** and your application is wholly or partially successful, you may collect your share certificate(s) (where applicable) in person from Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong from 9:00 a.m. to 1:00 p.m. on 28 December 2009, or such other date as notified by our Company on our Company's website (www.schramm-holding.com) and the website of the Stock Exchange (www.hkexnews.hk) as the date of despatch/collection of share certificates/refund cheques.

If you do not collect your share certificate(s) personally within the time specified for collection, they will be sent to the address specified in your application instructions to the designated White Form eIPO Service Provider promptly thereafter by ordinary post and at your own risk.

If you apply for less than 100,000 Hong Kong Offer Shares, your share certificate(s) (where applicable) will be sent to the address specified in your application instructions to the designated White Form eIPO Service Provider through the designated website at **www.eipo.com.hk** on 28 December 2009 by ordinary post and at your own risk.

If you apply through the **White Form eIPO** service and paid the applications monies through a single bank account, refund monies (if any) will be despatched to the application payment bank account, in the form of e-Refund payment instructions; If you apply through the **White Form eIPO** service and paid the application monies through multiple bank accounts, refund monies (if any) will be despatched to the address as specified in your application instruction to the White Form eIPO Service Provider, in the form of refund cheques, by ordinary post at their own risk.

Please also note the additional information relating to refund of application monies overpaid, application money underpaid or applications rejected by the designated White Form eIPO Service Provider set out in "Additional Information for Applicants Applying Through **White Form eIPO**" of this section of the prospectus.

(d) If You Apply Using a PINK Application Form

Share certificate(s) and/or refund cheque(s) (if any) made on **PINK** Application Forms will be sent to our Company on your behalf on the date of despatch and our Company will arrange for onward despatch to you at the address specified in your Application Form or as otherwise notified by you to our Company.

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7. REFUND OF APPLICATION MONIES

Your application monies, or the appropriate portion thereof, together with the related brokerage of 1%, SFC transaction levy of 0.004%, and Stock Exchange trading fee of 0.005%, will be refunded if:

- your application is rejected, not accepted or accepted in part only or if you do not receive any Hong Kong Offer Shares for any of the reasons set out above in the section headed “Circumstances in which you will not be allotted Hong Kong Offer Shares” in the prospectus;
- the Offer Price as finally determined is less than the Offer Price of HK\$45.00 per share (excluding brokerage, SFC transaction levy and Stock Exchange trading fee thereon) initially paid on application;
- the conditions of the Hong Kong Public Offering are not fulfilled; or
- any application is revoked or any allotment pursuant thereto has become void.

No interest will be paid thereon. All interest accrued on such monies prior to the date of refund will be retained for our benefit.

In a contingency situation involving a substantial over-subscription, at the discretion of our Company and the Bookrunner, cheques for applications for certain small denominations of Hong Kong Offer Shares (apart from successful applications) may not be cleared.

Refund of your application monies (if any) will be made on 28 December 2009 in accordance with the various arrangements as described herein. It is intended that special efforts will be made to avoid any undue delay in refunding application monies where appropriate. Refund cheques will be crossed “Account Payee Only” made out to you, or if you are joint applicants, to the first named applicant. Part of your Hong Kong identity card number or passport number, or, if you are joint applicants, part of the Hong Kong identity card number or passport number of the first-named applicant, provided by you may be printed on your refund cheque, if any. Such data will also be transferred to a third party for refund purposes. Your banker may require verification of your Hong Kong identity card number or passport number before encashment of your refund cheque. Inaccurate citation of your Hong Kong identity card number or passport number may lead to delay in encashment of or may invalidate your refund cheque. It is intended that special efforts will be made to avoid any undue delay in refunding application monies where appropriate.

8. ADDITIONAL INFORMATION FOR APPLICANTS APPLYING THROUGH WHITE FORM eIPO

For the purposes of allotting Hong Kong Offer Shares, each applicant giving **electronic application instructions** through the **White Form eIPO** service to the White Form eIPO Service Provider through the designated website at www.eipo.com.hk will be treated as an applicant.

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If your payment of application monies is insufficient, or in excess of the required amount, having regard to the number of Offer Shares for which you have applied, or if your application is otherwise rejected by the designated White Form eIPO Service Provider, the designated White Form eIPO Service Provider may adopt alternative arrangements for the refund of monies to you. Please refer to the additional information provided by the designated White Form eIPO Service Provider on the designated website at www.eipo.com.hk.

Otherwise, any monies payable to you due to a refund for any of the reasons set out in the paragraph headed “Refund of Application Monies” shall be made pursuant to the arrangements described in the paragraph headed “If your application for Hong Kong Offer Shares is successful (in whole or in part) — (c) If you apply through White Form eIPO” in this prospectus.

9. ADDITIONAL INFORMATION FOR APPLICANTS APPLYING BY GIVING ELECTRONIC APPLICATION INSTRUCTIONS TO HKSCC

(a) Allotment of Hong Kong Offer Shares

For the purposes of allotting Hong Kong Offer Shares, HKSCC Nominees will not be treated as an applicant. Instead, each CCASS Participant who gives **electronic application instructions** or each person for whose benefit each such instructions is given will be treated as an applicant.

(b) Deposit of share certificates into CCASS and Refund of Application Monies

- No temporary document of title will be issued. No receipt will be issued for application monies received.
- If your application is wholly or partially successful, your share certificate(s) will be issued in the name of HKSCC Nominees and deposited into CCASS for the credit of the stock account of the CCASS Participant which you have instructed to give **electronic application instructions** on your behalf or your CCASS Investor Participant stock account at the close of business on 28 December 2009, or, in the event of a contingency, on any other date as shall be determined by HKSCC or HKSCC Nominees Limited.
- Our Company expects to publish the application results of CCASS Participants (and where the CCASS Participant is a broker or custodian, our Company will include information relating to the relevant beneficial owner), your Hong Kong identity card/passport number or other identification code (Hong Kong business registration number for corporations) and the basis of allotment of the Hong Kong Public Offering on our Company’s website (www.schramm-holding.com) and the website of the Stock Exchange (www.hkexnews.hk) and in such manners as specified under “How to apply for the Hong Kong Offer Shares — Publication of Results” on 28 December 2009. You should check the announcement published by our Company and report any discrepancies to HKSCC before 5:00 p.m. on 28 December 2009 or such other date as shall be determined by HKSCC or HKSCC Nominees.

FURTHER TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

- If you have instructed your broker or custodian to give **electronic application instructions** on your behalf, you can also check the number of Hong Kong Offer Shares allotted to you and the amount of refund monies (if any) payable to you with that broker or custodian.
- If you have applied as a CCASS Investor Participant, you can also check the number of Hong Kong Offer Shares allotted to you and the amount of refund monies (if any) payable to you via the CCASS Phone System and the CCASS Internet System (under the procedures contained in HKSCC's "An Operating Guide for Investor Participants" in effect from time to time) on 28 December 2009. HKSCC will also make available to you an activity statement showing the number of Hong Kong Offer Shares credited to your CCASS Investor Participant stock account and the amount of refund monies (if any) credited to your designated bank account.
- Refund of your application monies (if any) in respect of wholly and partially unsuccessful applications and/or difference between the Offer Price and the Offer Price per share initially paid on application, in each case including brokerage of 1%, SFC transaction levy of 0.004%, and Stock Exchange trading fee of 0.005%, will be credited to your designated bank account or the designated bank account of your broker or custodian on 28 December 2009.

No interest will be paid thereon.

10. PERSONAL DATA

The main provisions of the Hong Kong Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs the applicant for and holder of our shares of the policies and practices of our Company and Hong Kong Share Registrar in relation to personal data and the Ordinance.

(a) Reasons for the collection of your personal data

From time to time it is necessary for applicants for our securities or registered holders of our securities to supply their latest correct personal data to our Company and Hong Kong Share Registrar when applying for our securities or transferring our securities into or out of their names or in procuring the services of our Hong Kong Share Registrar. Failure to supply the requested data may result in your application for our securities being rejected or in delay or inability of our Company or our Hong Kong Share Registrar to effect transfers or otherwise render their services. It may also prevent or delay registration or transfer of the Hong Kong Offer Shares which you have successfully applied for and/or the despatch of share certificate(s), and/or despatch of e-Refund payment instructions, and/ or refund cheque(s) to which you are entitled. It is important that holders of securities inform us and our Hong Kong Share Registrar immediately of any inaccuracies in the personal data supplied.

FURTHER TERMS AND CONDITIONS OF THE HONG KONG PUBLIC OFFERING

(b) Purposes

The personal data of the applicants and the holders of securities may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your application and refund cheque, where applicable, verification of compliance with the terms and application procedures set out in the Application Forms and this prospectus and announcing results of allotment of the Hong Kong Offer Shares;
- enabling compliance with all applicable laws and regulations in Hong Kong and elsewhere;
- registering new issues or transfers into or out of the name of holders of securities including, where applicable, in the name of HKSCC Nominees;
- maintaining or updating the registers of holders of securities of our Company;
- conducting or assisting to conduct signature verifications, any other verification or exchange of information;
- establishing benefit entitlements of holders of securities of our Company, such as dividends, rights issues and bonus issues;
- distributing communications from our Company and our subsidiaries;
- compiling statistical information and shareholder profiles;
- making disclosures as required by laws, rules or regulations;
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable our Company and our Hong Kong Share Registrar to discharge our obligations to holders of securities and/or regulators and/or other purpose to which the holders of securities may from time to time agree.

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(c) **Transfer of personal data**

Personal data held by our Company and our Hong Kong Share Registrar relating to the applicants and the holders of securities will be kept confidential but our Company and Hong Kong Share Registrar, to the extent necessary for achieving the above purposes or any of them, may make such enquiries as they consider necessary to confirm the accuracy of the personal data and in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) the personal data of the applicants and the holders of securities to, from or with any and all of the following persons and entities:

- our Company or our respective appointed agents such as financial advisers, receiving banker and overseas principal registrars;
- HKSCC and HKSCC Nominees, who will use the personal data for the purposes of operating CCASS (in cases where the applicants have requested for the Hong Kong Offer Shares to be deposited into CCASS);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to our Company and/or our Hong Kong Share Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any other statutory, regulatory or governmental bodies; and
- any other persons or institutions with which the holders of securities have or propose to have dealings, such as their bankers, solicitors, accountants or stockbrokers etc. By signing an Application Form or by giving **electronic application instructions** to HKSCC, you agree to all of the above.

(d) **Access to and correction of personal data**

The Ordinance provides the holders of securities with rights to ascertain whether our Company or our Hong Kong Share Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate.

In accordance with the Ordinance, our Company and our Hong Kong 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 us, at our registered address disclosed in the section headed “Corporate Information” in this prospectus or as notified from time to time in accordance with applicable law, for the attention of our Company secretary, or our Hong Kong Share Registrar for the attention of the privacy compliance officer.