

HAIER NEW ZEALAND INVESTMENT HOLDING COMPANY LIMITED

11 September 2012

Fisher & Paykel Appliances Holdings Limited
c/- Corporate Office
78 Springs Road
East Tamaki
AUCKLAND

By email


Takeover Notice under rule 41 of the Takeovers Code in relation to the takeover offer in respect of Fisher & Paykel Appliances Holdings Limited

Haier New Zealand Investment Holding Company Limited (**Haier**) gives notice pursuant to rule 41 of the Takeovers Code of its intention to make a full takeover offer for 100% of the fully paid ordinary shares in Fisher & Paykel Appliances Holdings Limited (**FPA**).

Attached is the information specified in Schedule 1 of the Takeovers Code which is required to be contained in, or to accompany, this notice. This includes the signed certificate required under clause 19 of Schedule 1 of the Takeovers Code.

If Haier proceeds to make a takeover offer, the offer to FPA shareholders will be made on the same terms and conditions as those contained in or accompanying this notice with any modifications permitted or required by the Takeovers Code.

Yours faithfully
Haier New Zealand Investment Holding Company Limited



Liang Haishan
Director
Haier New Zealand Investment Holding Company Limited

cc: The Takeovers Panel
Level 3, Solnet House
70 The Terrace
WELLINGTON 6011
By email: takeovers.panel@takeovers.govt.nz

New Zealand Exchange Limited
Level 2, NZX Centre
11 Cable Street
PO Box 2959
WELLINGTON
By email: announce@nzx.com

Australian Securities Exchange
Exchange Centre
20 Bridge Street
SYDNEY
By fax: +61 2 9778 0999

FULL TAKEOVER OFFER

BY

**HAIER NEW ZEALAND INVESTMENT HOLDING COMPANY
LIMITED**

TO PURCHASE ALL THE ORDINARY SHARES IN

FISHER & PAYKEL APPLIANCES HOLDINGS LIMITED

AT \$1.20 PER SHARE

MADE PURSUANT TO THE TAKEOVERS CODE

Offer opens: [] 2012

Offer closes: [] 2012

IMPORTANT

If you are in any doubt as to any aspect of this offer, you should consult your financial or legal adviser.

If you have sold all your shares in Fisher & Paykel Appliances Holdings Limited to which this offer applies, you should immediately hand this offer document and the accompanying acceptance form to the purchaser or to the agent (eg the broker) through whom the sale was made, to be passed to the purchaser.

Fisher & Paykel Appliances Holdings Limited's target company statement, together with an independent adviser's report on the merits of this offer, either accompanies this offer or will be sent to you within 14 days and should be read in conjunction with this offer.

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION

Dated [] 2012

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SUMMARY OF THE OFFER

Haier New Zealand Investment Holding Company Limited (**Haier**) is offering to acquire all the ordinary shares (**FPA Shares**) in Fisher & Paykel Appliances Holdings Limited (**Fisher & Paykel Appliances**) not already held by Haier (**Offer**).

Haier's parent company, Haier (Singapore) Management Holding Co. Pte Limited, owns 20% of the FPA Shares as at the date of this Offer and has granted Haier a power of attorney authorising Haier to exercise all of its rights and powers in relation to these FPA Shares. Haier has also entered into a lock-up agreement with a shareholder of Fisher & Paykel Appliances for a further 17.46% of the FPA Shares.

The key terms of this Offer are:

OFFER PRICE FOR SHARES

The consideration offered for each outstanding FPA Share is NZ\$1.20 in cash.

FULL OFFER

The Offer is for 100% of the FPA Shares.

OFFER PERIOD

The Offer is dated [] (**Offer Date**) and closes at 5:00 pm on [the date 45 days after the date of the Offer] (**Closing Date**) (unless extended in accordance with the Takeovers Code).

CONDITIONS

This Offer is conditional on the conditions set out in paragraphs 4 and 5 of the terms and conditions of the Offer.

The material condition(s) include:

- the receipt by Haier of acceptances which will result in Haier becoming the holder or controller of more than 50% of the voting rights in Fisher & Paykel Appliances, noting that Haier is, through the power of attorney mentioned above, the controller of the FPA Shares which are currently owned by Haier (Singapore) Management Holding Co Pte Limited;
- Haier obtaining all necessary consents required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005 for Haier to complete the acquisition of the FPA Shares in accordance with the Offer on terms which are usual for the granting of such consents or otherwise consistent with Haier's intentions in relation to Fisher & Paykel Appliances as set out in paragraph 8.1 of Schedule A;
- pursuant to Clayton Act Section 7A, 15 USC 18a, any waiting periods under the Hart-Scott Rodino Antitrust Improvements Act of 1976 with respect to the Offer or any matter arising from the Offer having expired or being terminated;
- the Reserve Bank of New Zealand not objecting to a subsidiary of Fisher & Paykel Appliances continuing to operate the insurance business of Fisher & Paykel Appliances upon completion of the Offer;
- Haier having obtained all governmental approvals, consents, orders, and authorisations under Chinese law necessary for Haier to complete the acquisition of the FPA Shares in accordance with the Offer; and

- no changes being made to New Zealand legislation in respect of non-bank deposit takers that require an approval, or lack of objection, from the Reserve Bank of New Zealand to the change of control on completion of the Offer.

LOCK-UP AGREEMENT

Haier has entered into a lock-up agreement, to accept the Offer, with Allan Gray Australia Pty Limited, who owns 17.46% of the FPA Shares. Full details of this lock-up agreement are set out in paragraph 6 of Schedule A.

PAYMENT DATE

If you accept the Offer you will be paid the consideration for your shares no later than seven (7) days after the later of:

- the date on which your acceptance form is received by Haier;
- the date on which this Offer becomes unconditional; or
- the Closing Date.

BROKERAGE COSTS

You will not pay any brokerage costs if you accept the Offer.

THE ABOVE IS A SUMMARY OF THE OFFER ONLY.

THE DETAILED TERMS AND CONDITIONS OF THE OFFER ARE SET OUT ON PAGES 7 TO 15. YOU SHOULD READ THOSE TERMS AND CONDITIONS CAREFULLY.

HOW TO ACCEPT THE OFFER

CLOSING DATE

This Offer closes at 5:00 pm on [the date 45 days after the date of the Offer] (unless extended in accordance with the Takeovers Code).

If you wish to **ACCEPT** the Offer, you must ensure that your acceptance is sent **AS SOON AS POSSIBLE**, but in any event so that it is received by Haier on or before 5:00 pm on the Closing Date.

HOW TO ACCEPT

Complete the enclosed Acceptance and Transfer form (**Acceptance Form**) in accordance with the instructions set out on that form.

Post, fax or email the form to:

Haier New Zealand Investment Holding Company Limited
C/- Computershare Investor Services Limited
Private Bag 92119, Auckland 1142, New Zealand
Facsimile: +64 9 488 8787
Email: corporateactions@computershare.co.nz

or

Haier New Zealand Investment Holding Company Limited
C/- Computershare Investor Services Pty Limited
GPO Box 2975EE, Melbourne, Victoria 3000 Australia
Facsimile: +61 3 9473 2500
Email: web.enquiries@computershare.com.au

A reply-paid envelope is enclosed.

IF YOU HAVE SOLD ALL YOUR FPA SHARES

Please hand this Offer document and the accompanying Acceptance Form to:

- the purchaser(s) of your FPA Shares; or
- to the agent (e.g., the broker) through whom the sale was made requesting that this Offer document and the accompanying Acceptance Form be passed to the purchaser(s).

IF YOU HAVE SOLD SOME OF YOUR FPA SHARES

Please alter the total holding on the Acceptance Form to the number of FPA Shares which you have retained, initial the change and post, fax or email the amended Acceptance Form to Haier as per the instructions above.

On receipt of the amended Acceptance Form, Haier will recalculate the amount of cash to be paid to you to reflect the number of FPA Shares sold by you.

Please also advise the purchaser(s) of your FPA Shares, or request the agent (e.g., the broker) through whom you made the sale to advise the purchaser(s) of your FPA Shares, of this Offer. Please also advise them that a copy of this Offer is available from Computershare Investor Services Limited or Computershare Investor Services Pty Limited. You should also advise Computershare Investor Services Limited or Computershare Investor Services Pty Limited of the number of FPA Shares sold and the agent (e.g., the broker) involved.

IF YOU HAVE LOST YOUR ACCEPTANCE FORM

Please contact:

- Computershare Investor Services Limited on +64 9 488 8777 or email corporateactions@computershare.co.nz; or
- Computershare Investor Services Pty Limited on 1 800 501 366 or email web.enquiries@computershare.com.au

and they will provide you with a new form.

TERMS AND CONDITIONS OF THE OFFER

Haier offers to purchase all of Fisher & Paykel Appliances' ordinary shares (**FPA Shares**) not already held by Haier for NZ\$1.20 in cash per FPA Share on the terms and conditions contained in this offer document (**Offer**).

1. THIS OFFER

- 1.1 Haier offers to acquire the FPA Shares, including all rights, benefits, and entitlements attached thereto on, after, or by reference to, the date on which Haier gave Fisher & Paykel Appliances notice of its intention to make this Offer (**Notice Date**).
- 1.2 This Offer will remain open for acceptance until 5.00 pm on [the date 45 days after the date of the Offer] or such later date (if any) as Haier may determine to extend it in accordance with the Takeovers Code (**Closing Date**).
- 1.3 This Offer is dated [].

2. CONSIDERATION

- 2.1 The consideration offered by Haier for each FPA Share is NZ\$1.20 in cash (subject to any further adjustment in accordance with paragraph 6).
- 2.2 The amount of consideration payable to each holder of FPA Shares who accepts this Offer (each an **Acceptor**) will be paid by cheque sent by ordinary mail or paid in cleared funds by electronic transfer at the election of the Acceptor) no later than seven (7) days after the later of:
 - (a) the date on which that Acceptor's acceptance is received by Haier;
 - (b) the date on which this Offer becomes unconditional; or
 - (c) the Closing Date.
- 2.3 If the consideration payable to an Acceptor is not sent to that Acceptor within the period specified in paragraph 2.2, that Acceptor may withdraw their acceptance of this Offer by notice in writing to Haier, but only:
 - (a) after the expiration of seven (7) days' written notice to Haier of that Acceptor's intention to do so; and
 - (b) if that Acceptor does not receive the consideration to which they are entitled during the seven (7) day period referred to in paragraph 2.3(a).

3. TERMS OF THE OFFER

- 3.1 Unless the Offer is withdrawn in its entirety with the consent of the Takeovers Panel in accordance with the Takeovers Code or unless this Offer lapses in accordance with its terms, this Offer remains open for acceptance until and including the Closing Date.
- 3.2 The latest date on which Haier can declare this offer unconditional (**Condition Date**) is 30 days after the Closing Date excluding, for the purposes of this paragraph 3.2, any extension of the Closing Date beyond []. If this Offer is not extended and the Offer period ends on [], then as at the date of the Offer, the latest date under the Takeovers Code by which Haier can declare this Offer unconditional is [], on the basis that the conditions in paragraph 5.1 and 5.2 have been satisfied or waived.
- 3.3 If this Offer is not declared unconditional, or the outstanding conditions to it are not waived by Haier (to the extent waivable), by the Condition Date, then this Offer will lapse and Haier and every Acceptor will be released from their obligations under this Offer (and any contract arising from their acceptance of it).

- 3.4 This Offer is open for acceptance by any person who holds FPA Shares, whether acquired before, on or after the date of this Offer, upon production of satisfactory evidence of such person's entitlement to those FPA Shares. A holder of FPA Shares may accept this Offer in respect of all or any of their FPA Shares. Each acceptance must be free of all conditions of acceptance of any nature whatsoever.
- 3.5 Each Acceptor represents and warrants that:
- (a) it is the sole legal and beneficial owner of the FPA Shares in respect of which it accepts this Offer, or it is the legal owner and has the necessary capacity and authority to accept the offer in respect of those FPA Shares; and
 - (b) legal and beneficial title to all those FPA Shares in respect of which it accepts this Offer will pass to Haier free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any nature whatsoever, but together with all rights, benefits and entitlements attaching to them, including the right to all dividends, bonuses and other payments and distributions of any nature attaching to such FPA Shares arising on, after, or by reference to, the Notice Date, on payment of the purchase price pursuant to paragraph 2.
- 3.6 Acceptance of this Offer constitutes a representation and warranty by the Acceptor to Haier that title to the FPA Shares to which the applicable acceptance relates will pass to Haier on the basis described in paragraph 3.5 and that the Acceptor has full power, capacity and authority to sell and transfer all FPA Shares in respect of which they accept the Offer.
- 3.7 Haier may choose to engage the services of one or more Primary Market Participants (in terms of the NZX Participant Rules) or other financial advisory firms (together, **Brokers**) to contact holders of FPA Shares and receive acceptance forms for FPA Shares. If Haier chooses to do this, the key terms of engagement will be as follows:
- (a) for each completed and valid Acceptance Form procured by a Broker, Haier may pay to that Broker a handling or procurement fee in respect of the FPA Shares the subject of the Acceptance Form (**Procurement Fee**). The amount of the Procurement Fee will be 0.75% of the consideration payable by Haier under the Offer to the relevant Acceptor in respect of the Acceptance Form received. The Procurement Fee will be subject to a minimum amount of \$50 and a maximum amount of \$750 for a single Acceptance Form inclusive of GST, if any;
 - (b) the Broker will be paid, and receive, the Procurement Fee solely in connection with its services to Haier and must not, directly or indirectly, pass any or all of the Procurement Fee on to any Acceptor, or share the Procurement Fee with any Acceptor;
 - (c) the payment of a Procurement Fee to a Broker in respect of an Acceptance Form procured by that Broker is in all respects conditional on the FPA Shares, which are the subject of that Acceptance Form, being validly transferred to Haier. No Procurement Fees will be payable if the Offer is not declared unconditional by Haier. In addition, the Acceptance Form must be delivered to Haier in accordance with paragraph 7 and must be stamped by the Broker (and only that Broker). A Procurement Fee will not be paid in respect of FPA Shares acquired by Haier through the compulsory acquisition provisions set out in Part 7 of the Takeovers Code;
 - (d) Brokers are precluded from receipt of any Procurement Fee in respect of FPA Shares in which they or their associates have relevant interests;
 - (e) Haier may, in determining the Procurement Fee payable to a Broker, aggregate and/or disregard any acceptance of the Offer procured by that Broker if Haier believes that a party has structured holdings of FPA Shares for the purpose or with the effect of enabling parties to take advantage of the arrangements summarised in this clause 3.7;
 - (f) Haier will determine, in its sole discretion, any disputes relating to the payment of a Procurement Fee. The determination of Haier will be final and binding on all parties; and
 - (g) no additional Procurement Fees other than those payable under clause 3.7(a) are payable in respect of FPA Shares that are subject to the lock-up agreement referred to in this Offer document.

4. MINIMUM ACCEPTANCE CONDITION

This Offer, and any contract arising from acceptance of it, is conditional on Haier receiving acceptances by no later than the Closing Date in respect of such number of FPA Shares that would, upon this Offer being declared unconditional and the relevant FPA Shares being transferred to Haier, result in Haier holding or controlling more than 50% of the voting rights in Fisher & Paykel Appliances.

5. FURTHER CONDITIONS OF THIS OFFER

5.1 This Offer, and any contract arising from acceptance of it, are subject to the following conditions:

- (a) Haier obtaining all necessary consents required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005 for Haier to complete the acquisition of the FPA Shares in accordance with the Offer, on terms which are usual for the granting of such consents or otherwise consistent with Haier's intentions in relation to Fisher & Paykel Appliances as set out in paragraph 8.1 of Schedule A;
- (b) pursuant to Clayton Act Section 7A, 15 USC 18a, any waiting periods under the Hart-Scott Rodino Antitrust Improvements Act of 1976 with respect to the Offer or any matter arising from the Offer having expired or being terminated;
- (c) the Reserve Bank of New Zealand not objecting to a subsidiary of Fisher & Paykel Appliances continuing to operate the insurance business of Fisher & Paykel Appliances upon completion of the Offer;
- (d) Haier having obtained all governmental approvals, consents, orders, and authorisations under Chinese law necessary for Haier to complete the acquisition of the FPA Shares in accordance with the Offer; and
- (e) no changes being made to New Zealand legislation in respect of non-bank deposit takers that require an approval, or lack of objection, from the Reserve Bank of New Zealand to the change of control on completion of the Offer.

5.2 This Offer, and any contract arising from acceptance of it, are subject to the conditions that, except as otherwise agreed in writing by Haier, during the period from the Notice Date until the Condition Date:

- (a) no dividends, bonuses or other payments or distributions (within the meaning of the Companies Act 1993) of any nature whatsoever (including, for the avoidance of doubt, by way of share buyback, redemption or cancellation or any other form of capital reduction) are authorised, declared, paid or made upon or in respect of any of the FPA Shares;
- (b) no shares, convertible securities or other equity securities of any nature (including options, rights or interests in any ordinary shares) of Fisher & Paykel Appliances or any of its subsidiaries or joint venture entities (together the **Fisher & Paykel Appliances Group**), are issued, agreed to be issued or made the subject of any option or right to subscribe except pursuant to a transaction between Fisher & Paykel Appliances and wholly owned subsidiaries of Fisher & Paykel Appliances, or between wholly owned subsidiaries of Fisher & Paykel Appliances (**Intra-Group Transaction**);
- (c) there is no alteration of the rights, benefits, entitlements and restrictions attaching to any of the FPA Shares;
- (d) the businesses of each member of the Fisher & Paykel Appliances Group are carried on, in all respects which are material to the Fisher & Paykel Appliances Group taken as a whole, in the normal and ordinary course;
- (e) no member of the Fisher & Paykel Appliances Group enters into an agreement or arrangement, or completes or settles any agreement or arrangement to which any of the following listing rules apply, or would apply but for the granting of a waiver or exemption:
 - (i) Listing Rule 9.1 and/or Listing Rule 9.2 of the NZSX Listing Rules; and
 - (ii) Listing Rule 10.1 and/or Listing Rule 10.11 of the ASX Listing Rules.

- (f) no member of the Fisher & Paykel Appliances Group, or any third party, has terminated, varied (in any material respect) or breached or otherwise not performed (in any material respect) any sales, supply, distribution, licensing or other similar agreement or arrangement which termination, variation, breach or non-performance will have, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (g) there is no alteration to the constitutional documents of any member of the Fisher & Paykel Appliances Group or to any trust deed (or similar document) under which any securities have been issued to the public by any member of the Fisher & Paykel Appliances Group, other than amendments that are of a formal or technical, and not of a substantive, nature;
- (h) no assets of any member of the Fisher & Paykel Appliances Group and no shares, or other securities or interests held, controlled or owned by any member of the Fisher & Paykel Appliances Group, in any company or other entity or any other unincorporated body (which assets, shares, or other securities or interests are material to the Fisher & Paykel Appliances Group taken as a whole) are, or will be, subject to any option, forfeiture, transfer or any right of pre-emption, in the event of any member of the Fisher & Paykel Appliances Group becoming a subsidiary or under the control of Haier;
- (i) no member of the Fisher & Paykel Appliances Group disposes of, purchases, transfers, leases, grants security interest over or otherwise deals with a legal or beneficial interest in, any asset, business operation, property or subsidiary, in each case, having a value of an amount in excess of NZ\$5 million (either by a single act or series of related acts), otherwise than in the ordinary course of business;
- (j) no member of the Fisher & Paykel Appliances Group changes, or agrees to change, the remuneration or any other material terms of employment of any director, officer, employee or consultant (except for ordinary wage or salary increases in accordance with its established review policy and conducted under the supervision of the board of Fisher & Paykel Appliances), or commences the employment or engagement of any person, at a rate of remuneration other than in the ordinary course of business;
- (k) no member of the Fisher & Paykel Appliances Group enters into any new sales, distribution, supply, licensing or similar agreement, where the terms of the new agreement have had, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (l) there has not occurred any contamination, or any product recall or any trade withdrawal of any product of the Fisher & Paykel Appliances Group, that threatens the production, sale or export of any of the Fisher & Paykel Appliances Group's products, in a manner which has had, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of the Fisher & Paykel Appliances Group taken as a whole;
- (m) there is no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction in New Zealand or elsewhere or other legal restraint or prohibition making implementation of the Offer, or any aspect of it, void, unenforceable or illegal;
- (n) no liquidator, receiver, receiver and manager, statutory manager or similar official is appointed in respect of any member of the Fisher & Paykel Appliances Group or any of their respective assets;
- (o) no actions, claims, litigation or other form of proceedings that were not publicly notified or commenced prior to the Notice Date, are threatened, notified or commenced against, or by, any member of the Fisher & Paykel Appliances Group that are adverse to the Fisher & Paykel Appliances Group and material to the Fisher & Paykel Appliances Group, taken as a whole;
- (p) no board resolution or shareholders' resolution of any member of the Fisher & Paykel Appliances Group is passed to do or authorise the doing of any act or matter referred to in any of sub-paragraphs (a) to (o) (inclusive);

- (q) no breach of a warranty or legal requirement in relation to any product of the Fisher & Paykel Appliances Group occurs, or material defect in any such product is discovered or comes to light, that threatens or is reasonably likely to threaten the production or export of that product in a manner that has, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (r) all current licences, authorities, warrants, consents, approvals and permits from or issued by any authority including (without limitation) any government department, statutory, municipal or local body (**Licences**) which are material and necessary to enable any member of the Fisher & Paykel Appliances Group to carry on its business fully and effectively are in full force and effect;
- (s) no member of the Fisher & Paykel Appliances Group is in breach of any of the terms of the Licences where that breach has, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (t) no resolution is passed for any amalgamation (other than pursuant to an Intra-Group Transaction) or liquidation (other than in respect of a wholly owned subsidiary of Fisher & Paykel Appliances which is not trading and has no material assets or liabilities) of any member of the Fisher & Paykel Appliances Group, and none of them is involved in any merger, share buyback or scheme of arrangement;
- (u) no proceedings or formal investigation are commenced by either the New Zealand Commerce Commission or the Australian Competition and Consumer Commission, or any other regulatory authority, in relation to any products sold or distributed by any member of the Fisher & Paykel Appliances Group which has had, or could reasonably be expected to have, a material adverse effect on the assets, liabilities, financial position or performance, profits, losses or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (v) there is no challenge to the validity or unencumbered ownership of any of the trade marks or other intellectual property owned or purportedly owned by any member of the Fisher & Paykel Appliances Group which has had, or could reasonably be expected to have, a material adverse effect on the assets, liabilities, financial position or performance, profits, losses or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (w) there has not occurred any event (including without limitation any natural disaster, accident, change of law, regulation or act of terrorism), change or condition that has, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of the Fisher & Paykel Appliances Group, taken as a whole;
- (x) no information (including any assumption on which any such information is based) provided by or on behalf of Fisher & Paykel Appliances to Haier under the terms of the confidentiality agreement dated 6 September 2012 referred to in paragraph 8.2 of Schedule A, the accuracy of which could reasonably be expected to be material to: (i) the value of the Fisher & Paykel Appliances Group taken as a whole; or (ii) its financial position, trading operations or assets or liabilities or prospects, is incorrect, and that incorrectness has a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of the Fisher & Paykel Appliances Group taken as a whole; and
- (y) there have not occurred any events, circumstances or conditions of the natures referred to in sub-paragraphs (a) to (x) (ignoring, for this purpose, any materiality or similar qualifications therein) which (while not causing a failure of any of the conditions set out in any such paragraphs), when aggregated with all other events, changes, circumstances or conditions of any of the natures referred to in such paragraphs (ignoring, for this purpose, any materiality or similar qualifications therein) that have occurred, have an overall impact which taken as a whole could reasonably be expected to be, material to Fisher & Paykel Appliances.

5.3 The following actions by any member of the Fisher & Paykel Appliances Group shall be deemed to be material to the Fisher & Paykel Appliances Group taken as a whole and not to be normal or in the ordinary course for the purposes of paragraph 5.2:

- (a) the making of (or agreeing to make) unusual or abnormal payments, or the incurring of (or agreeing to incur) unusual or abnormal commitments or liabilities (including contingent liabilities) except pursuant to an Intra-Group Transaction;
 - (b) the making of any unusual payment of income tax, including taxation in advance;
 - (c) the disposal of, purchase of, transfer of, lease of, charge of, mortgage of, granting of a lien or other encumbrance over, granting of an option or legal or equitable interest in respect of, or otherwise the dealing with a legal or equitable interest in, a material asset, business, operation, property or subsidiary (or agreeing, including by agreeing to materially vary any agreement, to do any of these things), other than the completion of transactions the entering of which have, at the Notice Date, been publicly disclosed by Fisher & Paykel Appliances and other than pursuant to an Intra-Group Transaction;
 - (d) the undertaking of or committing to any capital expenditure or divestment (other than in the ordinary course of business (and other than pursuant to an Intra-Group Transaction)) over NZ\$7.5 million (in aggregate);
 - (e) the entry into, or material variation of, onerous, long-term (except in the normal and ordinary course of business) or material contracts, commitments or arrangements, or any major transactions (as defined in section 129(2) of the Companies Act 1993); or
 - (f) the making of an announcement to do any of the actions set out in paragraphs 5.3(a) to 5.3(e) above.
- 5.4 None of the matters referred to or contained in any of the written information provided or made available by Fisher & Paykel Appliances to Haier between the time that the confidentiality agreement between the parties referred to in paragraph 8.2 of Schedule A was entered into and 3:30 pm on 11 September 2012 will provide a basis for Haier to invoke a condition of its Offer or otherwise cancel or withdraw this Offer, other than under clause 5.2(x).
- 5.5 To the extent required by the Takeovers Code, where any condition requires a determination as to whether a matter is or could reasonably be expected to be material or not, is adverse or not, is onerous or not, is long term or not, is normal or not, is in the ordinary course of business or not, is consistent with past practices or not, or is of a formal or technical (and not substantive) nature or not, before the condition may be invoked, such determination must be made by a suitably qualified expert nominated by Haier (after consultation with Fisher & Paykel Appliances) who is independent of, and not an associate of, Haier.
- 5.6 The conditions in paragraph 5.1(d), 5.1(e), and 5.2(a) to 5.2(y) (inclusive) are for the sole benefit of Haier and, accordingly, each such condition may be waived, in whole or in part, by Haier, and on such terms as it decides, in its sole discretion. Any waiver or consent given by Haier in respect of any matter or thing shall apply only in accordance with its terms and shall not constitute a consent or waiver in respect of any similar matter or thing.
- 5.7 Each condition set out in paragraphs 4, 5.1, and 5.2 is a separate condition subsequent, and acceptance of the Offer by each Acceptor shall constitute a contract between that Acceptor and Haier subject to those conditions. The Offer will only proceed if all conditions in paragraphs 4, 5.1, and 5.2 are satisfied or, to the extent permissible, waived.
- 5.8 Haier will use all reasonable endeavours to satisfy the conditions set out in paragraph 5.1 above in a timely manner.

6. CHANGE IN CIRCUMSTANCES

- 6.1 If, on or after the Notice Date, Fisher & Paykel Appliances authorises, declares, makes, or pays any dividend or any distribution (within the meaning of the Companies Act 1993) of any nature whatsoever (including, for the avoidance of doubt, by way of share buyback, redemption or cancellation or any other form of capital reduction) and:
- (a) the condition in paragraph 5.2(a) is waived by Haier;
 - (b) this Offer is unconditional; or
 - (c) this Offer becomes unconditional,

then, at the election of Haier (and subject to the terms of any waiver referred to in paragraph (a) above), each Acceptor will be bound to pay to Haier on demand the Distribution Amount, or the consideration which would otherwise have been paid to each Acceptor for their FPA Shares shall be reduced by the Distribution Amount. For the purposes of this clause 6.1, **Distribution Amount** means the amount of any dividend or the value of any other distribution on shares transferred to Haier pursuant to this Offer (for the avoidance of doubt grossed up to include the amount of any withholding taxes deducted, if applicable) that is received by, or properly payable to, the Acceptor.

- 6.2 If, on or after the Notice Date, Fisher & Paykel Appliances authorises, declares, or makes any issue of shares, convertible securities or other securities of any nature (including options, rights or interests in its ordinary shares), by way of bonus issue and:

- (a) the condition in paragraph 5.2(b) is waived by Haier;
- (b) this Offer is unconditional; or
- (c) this Offer becomes unconditional,

then each Acceptor will, subject to the terms of any waiver referred to in paragraph (a) above, be bound to transfer any such shares, convertible securities, other securities or options, rights and interests issued in respect of those FPA Shares for which they have accepted this Offer to Haier, without any additional consideration.

- 6.3 If, on or after the Notice Date, Fisher & Paykel Appliances makes any issue of ordinary shares to any person other than by way of bonus issue and:

- (a) the condition in paragraph 5.2(b) is waived by Haier;
- (b) this Offer is unconditional; or
- (c) this Offer becomes unconditional,

then this Offer will be deemed to be extended to and include such ordinary shares and the consideration payable for them will be as provided in paragraph 2.1.

- 6.4 If, on or after the Notice Date, all or any of the FPA Shares are subdivided or consolidated by Fisher & Paykel Appliances, or the number of FPA Shares is reduced other than by way of subdivision or consolidation by Fisher & Paykel Appliances, then:

- (a) this Offer will be interpreted to take into account that subdivision, consolidation or reduction and will be deemed to be for the FPA Shares resulting from that subdivision, consolidation or reduction;
- (b) to the extent it has not already been adjusted under clause 6.1, the consideration per Share offered under this Offer will be increased or reduced, as the case may require, in proportion to that subdivision, consolidation or reduction; and
- (c) each Acceptor will be bound to transfer those FPA Shares, as subdivided, consolidated or reduced, to Haier on the basis of the consideration so increased or reduced.

7. HOW TO ACCEPT THIS OFFER

- 7.1 To accept this Offer, you need only:

- (a) complete the relevant Acceptance Form in respect of FPA Shares enclosed with this Offer in accordance with the instructions on the Acceptance Form; and
- (b) return the completed Acceptance Form by email, fax or post (in the reply-paid envelope which is enclosed with this Offer) **AS SOON AS POSSIBLE** after receipt of this Offer, but in any event so that it is received by Haier no later than 5.00 pm on the Closing Date, to:

Haier New Zealand Investment Holding Company Limited
C/-Computershare Investor Services Limited
Private Bag 92119, Auckland 1020, New Zealand

Facsimile: +64 9 488 8787
Email: corporateactions@computershare.co.nz

or

Haier New Zealand Investment Holding Company Limited
C/-Computershare Investor Services Pty Limited
GPO Box 2975EE, Melbourne, Victoria 3000 Australia
Facsimile: +61 3 9473 2500
Email: web.enquiries@computershare.com.au

- (c) No acknowledgement of receipt of acceptances of this Offer will be issued. Any acceptance received by New Zealand Post, correctly stamped and addressed shall be deemed to be received by Haier.

7.2 Haier may, in its discretion, treat any Acceptance Form as valid notwithstanding that it is not accompanied by the relevant Common Shareholder Number (CSN), or that it does not otherwise comply with paragraph 7.1, or any instructions on the Acceptance Form, and may, in its discretion, rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of the Offer and to facilitate registration of the transfer of the relevant FPA Shares. Haier may, in its discretion, allow for acceptance in any other manner it wishes.

7.3 Acceptance of this Offer by each Acceptor constitutes a contract between that Acceptor and Haier on the terms and subject to the conditions of this Offer and the Takeovers Code. Other than in the circumstances set out in paragraph 2.3, an Acceptor may not withdraw their acceptance, whether or not there has been any variation of this Offer. Haier and every Acceptor shall be released from their obligations under this Offer, and arising from acceptance of this Offer, if this Offer:

- (a) is withdrawn with the consent of the Takeovers Panel; or
(b) lapses as a result of any condition in paragraph 4 or paragraph 5 not being satisfied or waived by the Condition Date.

8. METHOD OF SETTLEMENT

If:

- (a) this Offer is declared unconditional; and
(b) an Acceptor's Acceptance Form is in order and is accompanied by the relevant CSN (or any error or omission from the Acceptance Form is rectified by Haier or the Offer is otherwise accepted by Haier under paragraph 7.2),

then either a cheque will be sent (by ordinary mail) or an electronic transfer of cleared funds will be made (at the election of the Acceptor) by Haier for the aggregate amount payable (calculated based on the consideration offered per Share as set out in paragraph 2.1) to the Acceptor, by the date specified in paragraph 2.2. If an Acceptor does not select a method of payment, or the details that it provides are not sufficient to effect an electronic transfer, then that Acceptor will be paid by cheque or by direct credit to your existing nominated account already held with Computershare.

9. NOTICES

9.1 Notices given to Fisher & Paykel Appliances, the Takeovers Panel, NZX and ASX:

- (a) declaring this Offer unconditional; or
(b) advising that this Offer is withdrawn in accordance with the Takeovers Code; or
(c) advising that a term or condition of this offer has been waived; or
(d) advising that this Offer has lapsed in accordance with its terms or the Takeovers Code,

will, in each case, be deemed to be notice to all Fisher & Paykel Appliances' shareholders when so given.

- 9.2 Notice of any variation of this Offer will be sent to Fisher & Paykel Appliances, the Takeovers Panel, NZX, ASX and, except where not required in accordance with the Takeovers Code, to each Fisher & Paykel Appliances shareholder under this Offer.

10. FURTHER INFORMATION AND MISCELLANEOUS

- 10.1 Further information relating to this Offer, as required by Schedule 1 to the Takeovers Code, is set out in the Schedule to this Offer and forms part of this Offer document.

- 10.2 In this Offer document:

- (a) any reference to the Takeovers Code means the New Zealand Takeovers Code in force at the relevant time;
- (b) except if expressly defined in this Offer document, or where the context requires otherwise, terms defined in the Takeovers Code have the same meaning in this Offer document;
- (c) references to dollars and \$ are references to New Zealand dollars and all amounts payable under this agreement are payable in New Zealand dollars;
- (d) headings are for ease of reference only and will not affect the interpretation of this Offer document or any Acceptance Form;
- (e) references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (f) the singular includes the plural and vice versa;
- (g) unless otherwise specified, material and materiality will have their respective ordinary and customary meanings; and
- (h) a matter will be deemed to have a material adverse effect if such matter (if quantifiable) has an impact of NZ\$7.5 million or more with respect to the assets, liabilities, financial position or performance, profits, losses or prospects of the Fisher & Paykel Appliances Group, taken as a whole.

- 10.3 This Offer may be varied by Haier in accordance with Rule 27 of the Takeovers Code.

- 10.4 This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand, and the parties to any such contract submit to the non-exclusive jurisdiction of the Courts of New Zealand.

- 10.5 The provisions set out in the Acceptance Form are part of the terms of this Offer.

- 10.6 If there is an inconsistency between the terms and conditions of this Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 or the Takeovers Code (as the case may be) will prevail.

SCHEDULE A: TAKEOVERS CODE INFORMATION

The information required by Schedule 1 to the Takeovers Code, and not stated elsewhere in this Offer, is set out below. Where any information required by Schedule 1 is not applicable, no statement is made regarding that information. All of the following matters are stated as at the Notice Date.

1. DATE

This Offer is dated [].

2. HAIER AND ITS DIRECTORS

2.1 The name and address of Haier are:

Haier New Zealand Investment Holding Company Limited
C/- Simpson Grierson
Level 24 HSBC Tower
195 Lambton Quay
Wellington Central
Wellington, 6011
New Zealand

2.2 The directors of Haier are:

Mr. Liang Haishan
Ms. Tan Lixia
Mr. Zhou Yunjie

3. TARGET COMPANY

The target company is Fisher & Paykel Appliances Holdings Limited.

4. OWNERSHIP OF EQUITY SECURITIES OF FISHER & PAYKEL APPLIANCES

4.1 The table below sets out the number, designation, and percentage of equity securities of any class of Fisher & Paykel Appliances held or controlled by –

- (a) Haier; and
- (b) any related company of Haier; and
- (c) any person acting jointly or in concert with Haier; and
- (d) any director of any of the persons described in paragraphs (a) to (c); and
- (e) any other person holding or controlling more than 5% of the class, if within the knowledge of Haier.

| Holder | Description | Number of FPA Shares | Type of Equity Security | Percentage of Class |
|---|--|----------------------|-------------------------|---------------------|
| Haier ⁽⁴⁾ | Shares held or controlled by Haier or a related company of Haier | 144,847,032 | Ordinary Shares | 20.00% |
| Haier (Singapore) Management Holding Co. Pte Limited ⁽⁴⁾ | Shares held or controlled by Haier or a related company of Haier | 144,847,032 | Ordinary Shares | 20.00% |
| Allan Gray Australia Pty Ltd | Person holding or controlling more than 5% | 126,438,231 | Ordinary Shares | 17.46% |
| Accident Compensation Corporation ⁽⁵⁾ | Person holding or controlling more than 5% | 54,407,522 | Ordinary Shares | 7.51% |

| Holder | Description | Number of FPA Shares | Type of Equity Security | Percentage of Class |
|---|--|----------------------|-------------------------|---------------------|
| AMP Capital Investors (New Zealand) Limited | Person holding or controlling more than 5% | 37,458,541 | Ordinary Shares | 5.17% |
| New Zealand Central Securities Depository Limited | Person holding or controlling more than 5% | 226,306,217 | Ordinary Shares | 31.24% |
| JP Morgan Nominees Australia Limited | Person holding or controlling more than 5% | 40,234,019 | Ordinary Shares | 5.55% |
| National Nominees Limited | Person holding or controlling more than 5% | 36,845,152 | Ordinary Shares | 5.08% |

Notes:

- (1) All information in the above table has been derived from disclosures made in Fisher & Paykel Appliances' annual report for the year ended 31 March 2012 as updated by substantial security holder disclosures made available to the NZX Limited or advised by the relevant shareholder, being the only such information within the knowledge of Haier.
- (2) The information in the table above and the confirmation in paragraph 5 below is based on information known at the Notice Date.
- (3) The percentage numbers are rounded to two decimal places.¹
- (4) Haier Singapore Management Holding Co. Pte Limited is the registered owner of 144,847,032 FPA Shares. Haier Singapore Management Holding Co. Pte Limited has granted a power of attorney to Haier authorising Haier to exercise all of Haier Singapore Management Holding Co. Pte Limited's rights and powers in relation to those FPA Shares. Haier is therefore the controller of the FPA Shares which are currently owned by Haier (Singapore) Management Holding Co Pte Limited.
- (5) Includes Nicholas Bagnall and Blair Cooper (employees and portfolio managers of Accident Compensation Corporation).

4.2 Except as set out in the table above, no person described in paragraphs 4.1(a) to 4.1(d) of this Schedule holds or controls equity securities of Fisher & Paykel Appliances.

5. TRADING IN FISHER & PAYKEL APPLIANCES' EQUITY SECURITIES

None of the persons referred to paragraphs 4.1(a) to 4.1(d) have acquired or disposed of any equity securities in Fisher & Paykel Appliances during the six month period before the Notice Date.

6. AGREEMENTS TO ACCEPT OFFER

6.1 The following Fisher & Paykel Appliances shareholder (the **Lock-up Party**) has entered into an agreement with Haier under which the Lock-up Party has agreed to accept the Offer in respect of its holding of FPA Shares.

| | Name | Number of FPA Shares as of the date of the Agreement | Date of Agreement |
|-----|----------------------------------|--|-------------------|
| (a) | Allan Gray Australia Pty Limited | 126,438,231 | 11 September 2012 |

6.2 The material terms of the agreement(s) referred to above are:

- (a) Haier has agreed, subject to the satisfaction of certain conditions, to make the Offer;
- (b) the Lock-up Party has agreed to accept the Offer in respect of its entire holding of FPA Shares on or before the later of the date which is two business days after the date of despatch of the Offer and the business day after the Lock-up Party receives the Offer; and
- (c) the Lock-up Party retains the right to exercise and/or control the exercise of all voting rights attached to their FPA Shares until the Offer becomes unconditional.

6.3 Except as set out above, there are no persons who have agreed conditionally or unconditionally to accept the Offer.

7. ARRANGEMENTS TO PAY CONSIDERATION

- 7.1** Haier confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of this Offer and to pay any debts incurred in connection with the Offer (including the debts arising under Rule 49 of the Takeovers Code).
- 7.2** A statement setting out the rights of each Offeree under Rule 34 of the Takeovers Code, to withdraw acceptance for non-payment by Haier of the consideration, is set out in paragraph 2.3 of the terms and conditions of the Offer.

8. ARRANGEMENTS BETWEEN HAIER AND FISHER & PAYKEL APPLIANCES

- 8.1** Haier has advised Fisher & Paykel Appliances of its intentions to ensure business continuity for Fisher & Paykel Appliances. The following outlines Haier's current intentions:

- to retain the existing Fisher & Paykel Appliances brands and businesses in New Zealand, Australia and the United States;
- to support the direction of Fisher & Paykel Appliances' existing business strategy;
- to retain the office of the Chief Executive Officer and the corporate headquarters in New Zealand;
- to support the employment policies of Fisher & Paykel Appliances and to retain its key personnel;
- to retain the existing material businesses of the Fisher & Paykel Appliances group of companies (other than there could be a potential divestment of the Fisher & Paykel Finance business);
- to retain in New Zealand the existing Fisher & Paykel Appliances product development base and to support the future growth of Fisher & Paykel Appliances product development capabilities;
- to retain the existing operations currently operated by Fisher & Paykel Production Machinery Limited;
- to jointly manage any secondment programme to Fisher & Paykel Appliances;
- to maintain the existing ratio of New Zealand or Australian resident independent directors on the Fisher & Paykel Appliances board for at least two years after the Closing Date;
- to maintain open lines of communication, enhance commercial opportunities and improve the working relationship between Haier and Fisher & Paykel Appliances, including establishing a board sub-committee to oversee the execution of these intentions; and
- to retain and respect the organisational culture, history and achievements of Fisher & Paykel Appliances.

Haier reserves the right to make changes to the above intentions, but would only do so after consultation with the board of Fisher & Paykel Appliances.

- 8.2** Haier and Fisher & Paykel Appliances entered into a confidentiality agreement dated 6 September 2012, under which:
- (a) Haier agreed to keep confidential information disclosed to it by Fisher & Paykel Appliances in connection with its proposal to make a takeover offer for Fisher & Paykel Appliances and to use that information solely for that purpose; and
 - (b) Haier agreed not to contact any of Fisher & Paykel Appliances' shareholders other than certain shareholders who Haier wished to approach to discuss the Offer and only after Fisher & Paykel Appliances had provided those shareholders on a confidential basis with certain of the information that had been provided to Haier.

8.3 As stated in the announcement on or about the date of this takeover notice made by Fisher & Paykel Appliances, the Fisher & Paykel Appliances independent board is supportive of this Offer on the following basis:

- (a) the offer price must be within or above the valuation range as determined by the independent adviser;
- (b) there is no superior alternative for Fisher & Paykel Appliances and its shareholders; and
- (c) the terms and conditions of the Offer being acceptable.

8.4 Other than as described above, no agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between Haier or any associates of Haier, and Fisher & Paykel Appliances or any related company of Fisher & Paykel Appliances, in connection with, in anticipation of, or in response to, this Offer.

9. ARRANGEMENTS BETWEEN HAIER AND DIRECTORS AND OFFICERS OF FISHER & PAYKEL APPLIANCES

No agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between Haier or any associates of Haier, and any of the directors or senior officers of Fisher & Paykel Appliances or of any related company of Fisher & Paykel Appliances (including any payment or other benefit proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, this Offer.

10. FINANCIAL ASSISTANCE

No agreement or arrangement has been made, or proposed to be made, under which Fisher & Paykel Appliances or any related company of Fisher & Paykel Appliances will give (directly or indirectly) financial assistance for the purpose of, or in connection with, this Offer.

11. LIKELIHOOD OF CHANGES IN FISHER & PAYKEL APPLIANCES

11.1 If Haier becomes entitled to invoke the compulsory acquisition provisions of the Takeovers Code, it intends to compulsorily acquire any outstanding FPA Shares and apply for the de-listing of Fisher & Paykel Appliances from NZX and ASX.

11.2 If Haier does not receive sufficient acceptances under this Offer to enable it to invoke the compulsory acquisition provisions of the Takeovers Code, but nevertheless declares this Offer unconditional, Haier will in due course seek appropriate board representation on the Fisher & Paykel Appliances board and will participate in decisions relating to Fisher & Paykel Appliances and its future (although, as described in paragraph 8.1 above, Haier's current intention is to maintain the existing ratio of New Zealand or Australian resident independent directors on the Fisher & Paykel Appliances board for at least two years after the Closing Date).

11.3 Haier values the technical expertise and capabilities of Fisher & Paykel Appliances, its management and its employees. Accordingly, as described in paragraph 8.1 above, Haier's current intention is:

- to retain the existing Fisher & Paykel Appliances brands and businesses in New Zealand, Australia and the United States;
- to support the direction of Fisher & Paykel Appliances' existing business strategy;
- to retain the office of the Chief Executive Officer and the corporate headquarters in New Zealand;
- to support the employment policies of Fisher & Paykel Appliances and to retain its key personnel;

- to retain the existing material businesses of the Fisher & Paykel Appliances group of companies (other than there could be a potential divestment of the Fisher & Paykel Finance business);
- to retain in New Zealand the existing Fisher & Paykel Appliances product development base and to support the future growth of Fisher & Paykel Appliances product development capabilities;
- to retain the existing operations currently operated by Fisher & Paykel Production Machinery Limited;
- to jointly manage any secondment programme to Fisher & Paykel Appliances;
- to maintain the existing ratio of New Zealand or Australian resident independent directors on the Fisher & Paykel Appliances board for at least two years after the Closing Date;
- to maintain open lines of communication, enhance commercial opportunities and improve the working relationship between Haier and Fisher & Paykel Appliances, including establishing a board sub-committee to oversee the execution of these intentions; and
- to retain and respect the organisational culture, history and achievements of Fisher & Paykel Appliances.

Haier reserves the right to make changes to the above intentions, but would only do so after consultation with the board of Fisher & Paykel Appliances.

- 11.4** Other than paragraphs 11.1 to 11.3 above, Haier does not currently intend to make any material changes in the business of Fisher & Paykel Appliances or its subsidiaries. Haier reserve the right to make changes to this intention, but would only do so after consultation with the board of Fisher & Paykel Appliances.

12. PRE-EMPTION CLAUSES IN FISHER & PAYKEL APPLIANCES' CONSTITUTION

As at the Notice Date, there are no restrictions on the right to transfer equity securities to which the Offer relates that:

- (a) are contained in the constitution of Fisher & Paykel Appliances; and
- (b) have the effect of requiring the holders of the securities to offer the securities for purchase to members of Fisher & Paykel Appliances or to any other person before transferring the securities.

13. ESCALATION CLAUSES

As at the Notice Date, there are no agreements or arrangements (whether legally enforceable or not) under which:

- (a) any existing holder of equity securities in Fisher & Paykel Appliances will or may receive in relation to, or as a consequence of, this Offer any additional consideration or other benefit over and above the consideration set out in this Offer; or
- (b) any prior holder of equity securities in Fisher & Paykel Appliances will or may receive any consideration or other benefit as a consequence of this Offer.

14. CLASSES OF SECURITIES

No report is required under Rule 22 of the Takeovers Code (which, if the offer is for more than one class of securities, requires a report by an independent adviser on the fairness and reasonableness of the consideration and terms of the offer as between different classes of securities).

15. CERTIFICATE

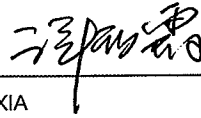
To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the takeover notice is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by the offeror under the Takeovers Code.



LIANG HAISHAN

Chief Executive Officer


Haier New Zealand Investment Holding
Company Limited



TAN LIXIA

Chief Financial Officer

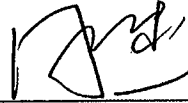
Haier New Zealand Investment Holding
Company Limited



LIANG HAISHAN

Director

Haier New Zealand Investment Holding
Company Limited



ZHOU YUNJIE

Director

Haier New Zealand Investment Holding
Company Limited

ACCEPTANCE FORM

HAIER NEW ZEALAND INVESTMENT HOLDING COMPANY LIMITED
FULL CASH TAKEOVER OFFER FOR ALL SHARES IN
FISHER & PAYKEL APPLIANCES HOLDINGS LIMITED

Shareholder (Transferor)

CSN/HOLDER NUMBER

NUMBER OF FPA
SHARES HELD AS AT
<RECORD DATE>

TOTAL CONSIDERATION
(AT NZ\$1.20 PER FPA
SHARE)

LONG NAME (ALL SHAREHOLDERS PRINTED)

By signing this form the Transferor hereby:

- (a) accepts the full cash takeover offer (**Offer**) dated [] by Haier New Zealand Investment Holding Company (**Transferee**) for the shares in Fisher & Paykel Appliances Holdings Limited (**FPA Shares**) described above held by the Transferor;
- (b) subject to the terms and conditions of the Offer, transfers the Transferor's FPA Shares to the Transferee; and
- (c) as set out on the reverse of this form, appoints the Transferee the attorney of the Transferor.

The Transferee hereby agrees to take the Transferor's FPA Shares subject to the terms and conditions of that Offer.

METHOD OF PAYMENT

Payment will be made either by cheque or by electronic transfer directly into the Transferor's bank account. Please select a Method of Payment by ticking the appropriate box below. Note that all payments will be made in New Zealand dollars.

Method of Payment (please tick one):

☐

CHEQUE

☐

ELECTRONIC TRANSFER

Note: If you do not select a Method of Payment, or the details that you provide are not sufficient to effect an electronic transfer, you will be paid by cheque or by Direct Credit to your existing nominated account already held with Computershare.

Electronic Transfer Details: Please complete the details below if you wish to be paid by electronic transfer:

Account Name: _____

NZ Bank Account Number:

Overseas Bank Account Details:

Bank Name: _____

Bank Address: _____

Swift Code/Sort Code/BSB Code: _____

(only overseas Transferors need to complete)

Bank

Other Information: _____

(Overseas Transferors to provide any other information required to effect an electronic transfer to them)

Dated and executed the _____ day of _____

2012

For individual or joint holders / attorney
Signed by the Transferor(s)

For a company / body corporate
Signed by the Transferor(s) by:

Signature

Director

Signature

Director / Duly Authorised Person

NOTES AND INSTRUCTIONS FOR COMPLETION

- 1 **TO ACCEPT THE OFFER:** Complete and sign this form where marked "Signed by the Transferor(s)". Companies must sign in accordance with the Companies Act 1993.
- 2 **METHOD OF PAYMENT:** You should select a Method of Payment. If you do not, or if you do not provide sufficient details to enable an electronic transfer to you, you will be paid by cheque or by Direct Credit to your existing nominated account already held with Computershare. Overseas Transferors should take particular care to provide all information that is required to make an electronic transfer to them. If they do not, payment will be made by cheque to them, and neither the Transferor nor Computershare has any responsibility to verify any such details. Overseas Transferors who have not provided a New Zealand bank account number and that elect to be paid by electronic transfer will need to make their own arrangements with their bank to ensure that their designated account is capable of receiving a funds transfer in New Zealand dollars.
- 3 **JOINT HOLDERS:** If the FPA Shares are registered in the names of joint holders, all must sign the form.
- 4 **POWER OF ATTORNEY:** If the form is signed under a power of attorney, the relevant power of attorney must be submitted with the form for noting and return, and the certificate printed overleaf must be completed. Where such power of attorney has already been noted by Computershare, then this fact must be stated under the signature of the attorney.
- 5 **ON COMPLETION:** Place the signed form in the enclosed reply-paid envelope post to the Transferor at the address below, email the signed form to the email address provided or fax the signed form to the number provided, as soon as possible, but in any event so as to be received not later than the closing date for the Offer (which is, at the date of the Offer, [], but which may be extended under the Takeovers Code).

Haier New Zealand Investment Holding Company Limited
c/- Computershare Investor Services Limited
Private Bag 92119, Auckland 1020, New Zealand
Telephone: +64 9 488 8777
Facsimile: +64 9 488 8787
Email: corporateactions@computershare.co.nz

or

Haier New Zealand Investment Holding Company Limited
C/-Computershare Investor Services Pty Limited
GPO Box 2975EE, Melbourne, Victoria 3000 Australia
Telephone Within Australia: 1 300 850 505
Telephone Outside Australia: +61 3 9415 4000
Facsimile: +61 3 9473 2500
Email: web.enquiries@computerhsare.com.au
- 6 **PREVIOUS SALE:** If you have sold all your FPA Shares, please pass this form together with the Offer documents to your sharebroker or the purchaser(s) of such FPA Shares. If you have sold part of your shareholding, record that fact on this form by amending the number of FPA Shares noted as being held by you on the face of this form.
- 7 **SALE OF PART OF HOLDING ONLY:** If you want to accept the Offer for part of your holding only, please alter the total holding (above) on this form to the number of FPA Shares which you wish to sell before returning the form to the Transferee.
- 8 **INTERPRETATION:** In this form references to the Transferor in the singular shall include the plural.

POWER OF ATTORNEY

BY THE TRANSFEROR'S EXECUTION ON THE FACE OF THIS FORM, THE TRANSFEROR hereby enters into a Power of Attorney in favour of the Transferee as follows:

As from the date of beneficial ownership, and title, to my/our FPA Shares passing to the Transferee in accordance with the terms of the Offer, I/we hereby irrevocably authorise and appoint the Transferee (with power of substitution by the Transferee in favour of such person(s) as the Transferee may appoint to act on its behalf) as my/our attorney and agent to act for me/us and do all matters of any kind of nature whatsoever in respect of or pertaining to the FPA Shares and all rights and benefits attaching to them as the Transferee may think proper and expedient and which I/we could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable FPA Shares.

IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING MUST SIGN THE FOLLOWING CERTIFICATE:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I/WE, _____
(Insert name of Attorney(s) signing)

of _____
(Address and Occupation)

HEREBY CERTIFY:

1. THAT by a Power of Attorney dated the _____ day of _____ the Transferor named and described on the face of this form (**Donor**) appointed me his/her/its/their attorney on the terms and conditions set out in that Power of Attorney.
2. THAT I/we have executed the form printed on the face of this document as attorney under that Power of Attorney and pursuant to the powers thereby conferred upon me/us.
3. THAT at the date hereof I/we have not received any notice or information of the revocation of that Power of Attorney by the death (or winding up) of the Donor or otherwise.

Signed at _____ this _____ day of _____ 2012

Signature of Attorney(s)

NOTE: Your signature does not require witnessing