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**SAMSONITE INTERNATIONAL S.A.**

新秀麗國際有限公司

*13-15 Avenue de la Liberté, L-1931 Luxembourg*

*R.C.S. LUXEMBOURG: B 159469*

*(Incorporated in Luxembourg with limited liability)*

**(Stock code: 1910)**

**VOLUNTARY ANNOUNCEMENT  
ACQUISITION OF THE ASSETS OF  
GREGORY MOUNTAIN PRODUCTS, LLC**

On June 18, 2014, the Company's wholly-owned subsidiary, the Purchaser, entered into the Asset Purchase Agreement with Black Diamond and Gregory, pursuant to which the Purchaser has agreed to purchase substantially all of the assets of Gregory for cash consideration of US\$85.0 million, subject to the terms and satisfaction or waiver of the conditions set forth therein.

**THE CONSUMMATION OF THE ACQUISITION IS SUBJECT TO THE SATISFACTION OR WAIVER OF THE CONDITIONS SET FORTH IN THE ASSET PURCHASE AGREEMENT. THEREFORE, THE ACQUISITION MAY OR MAY NOT PROCEED. INVESTORS AND SHAREHOLDERS ARE ADVISED TO EXERCISE CAUTION IN DEALING IN THE COMPANY'S SECURITIES.**

This announcement is made by the Company on a voluntary basis.

**THE ASSET PURCHASE AGREEMENT**

On June 18, 2014, the Company's wholly-owned subsidiary, the Purchaser, entered into the Asset Purchase Agreement with Black Diamond and Gregory, pursuant to which the Purchaser has agreed to purchase substantially all of the assets of Gregory for cash consideration of US\$85.0 million, subject to the terms and satisfaction or waiver of the conditions set forth therein. The principal terms of the Asset Purchase Agreement are as follows:

**Timing**

The Asset Purchase Agreement was signed by the parties on June 18, 2014. The Acquisition is expected to close in late July 2014.

## **Parties**

- (i) the Purchaser, as purchaser;
- (ii) Gregory, as seller; and
- (iii) Black Diamond, as the parent of Gregory.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, Black Diamond, Gregory and their ultimate beneficial owners are third parties independent of the Company and its connected person(s) (as defined under the Listing Rules). The Company has not engaged in any previous transactions related to the transactions contemplated under the Asset Purchase Agreement that would be required to be aggregated under Rule 14.22 of the Listing Rules.

## **Assets and Liabilities to be Acquired**

Pursuant to the Asset Purchase Agreement, the Purchaser has agreed, subject to the terms and satisfaction or waiver of the conditions set forth therein, (i) to purchase from Gregory substantially all of the assets of Gregory excluding (a) cash and (b) certain other retained assets and (ii) to assume certain balance sheet liabilities and certain contractual liabilities of Gregory.

The Purchaser has not completed a formal valuation of the assets to be acquired in the Acquisition. The total assets on the balance sheet of Gregory as at December 31, 2013 were approximately US\$42.7 million.

## **Consideration**

The consideration for the Acquisition is US\$85.0 million in cash, subject to adjustment for working capital purposes.

The consideration will be paid at the close of the Acquisition.

## **Basis of determination of the consideration**

The consideration for the Acquisition was determined after arm's length negotiations between the Purchaser, Black Diamond and Gregory.

The consideration under the Asset Purchase Agreement payable by the Purchaser will be financed by internal resources of the Company and the Company's revolving credit facility.

## **Conditions Precedent**

The obligations of the Purchaser to complete the Acquisition are subject to the satisfaction or waiver on or prior to the date of closing of certain closing conditions, including:

- the representations and warranties made by Black Diamond and Gregory being true and correct as of the closing date, except for breaches that would not have a material adverse effect;
- Black Diamond and Gregory having complied in all material respects with their obligations under the Asset Purchase Agreement;
- there having been no material adverse effect on the business of Gregory since December 31, 2013;
- the consummation of the Acquisition not being prohibited by law;
- the expiration of the waiting periods under certain antitrust requirements;
- the absence of any action by a governmental authority that would prevent the consummation of the Acquisition or would adversely impact the ability of the Purchaser to operate the acquired business; and
- the receipt of certain consents and approvals from third parties and government agencies.

The obligations of Black Diamond and Gregory to complete the Acquisition are subject to the satisfaction or waiver on or prior to the date of closing of certain closing conditions, including:

- the representations and warranties made by the Purchaser being true and correct as of the closing date, except for breaches that would not have a material adverse effect;
- the Purchaser having complied in all material respects with its obligations under the Asset Purchase Agreement;
- the consummation of the Acquisition not being prohibited by law;
- the expiration of the waiting periods under certain antitrust requirements;
- the absence of any action by a governmental authority that would prevent the consummation of the Acquisition; and
- the receipt of any required consents or approvals from third parties or government agencies.

## **Termination Rights**

The parties are entitled to terminate the Asset Purchase Agreement under, amongst others, the following circumstances:

- by mutual written consent of the Purchaser and Gregory;
- by either the Purchaser or Gregory if the closing of the Acquisition has not occurred on or prior to September 16, 2014, the 90<sup>th</sup> day after the date of the Asset Purchase Agreement;
- by either the Purchaser or Gregory in the event of a final non-appealable governmental order permanently enjoining, restraining or otherwise prohibiting the closing;
- by the Purchaser upon any material breach by Black Diamond or Gregory of any representation, warranty or covenant under the Asset Purchase Agreement that is not cured in a timely manner; or
- by Gregory upon any material breach by the Purchaser of any representation, warranty or covenant under the Asset Purchase Agreement that is not cured in a timely manner.

## **INFORMATION ABOUT GREGORY**

Founded in 1977, U.S.-based Gregory is a leading provider of premium technical backpacking, mountaineering, and trail running products and accessories. A pioneer in its field, Gregory is well-known for setting performance standards in terms of the innovative design, ergonomics, high quality and durability of its products. Among its many achievements, Gregory led the industry in offering backpacks with a range of different frame sizes, waist belts and shoulder harnesses designed to provide an ergonomic and comfortable fit for both male and female consumers. It also pioneered a waist belt system that automatically adjusts to the angle of the user's hips in order to improve comfort while carrying weight. Gregory also markets a collection of lifestyle bags inspired by its design heritage and California roots that are popular in Japan and elsewhere in Asia.

For the year ended December 31, 2013, Gregory had net sales of US\$34.9 million, an increase of 14.3% compared from US\$30.6 million for the year ended December 31, 2012. North America and Japan accounted for approximately 35.5% and 36.3%, respectively, of Gregory's sales in 2013. Technical backpacks and accessories accounted for approximately 72.3% while lifestyle backpacks and accessories accounted for 27.7% of Gregory's sales in 2013.

## **REASONS FOR ENTERING INTO THE ASSET PURCHASE AGREEMENT**

The *Gregory* brand is a leader and pioneer in its industry, responsible for many innovations in backpack design. It is well-respected by active outdoor and adventure enthusiasts as a leading brand in the premium technical backpack segment. The Acquisition gives the Company a strong brand and product offering to expand its presence in the outdoor and casual markets, as well as opportunities to leverage the Company's global marketing and distribution capabilities to significantly expand the *Gregory* brand both in the U.S. and internationally.

It is anticipated that the Acquisition will be accretive to the Company's earnings in the year ending December 31, 2015, the first full earnings year following closing. The financial return from the Acquisition is expected to meet the investment criteria considered by the Company.

Based on the above, the Directors, including the independent non-executive Directors, consider that the terms of, and the transactions under, the Asset Purchase Agreement are fair and reasonable, are on normal commercial terms, and are in the best interests of the Company and the Shareholders as a whole.

## DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise.

“Acquisition”	the acquisition pursuant to the Asset Purchase Agreement;
“Asset Purchase Agreement”	the asset purchase agreement dated June 18, 2014 entered into between the Purchaser, Black Diamond and Gregory in relation to the acquisition of substantially all of the assets of Gregory;
“Black Diamond”	Black Diamond, Inc., a corporation incorporated under the laws of the State of Delaware, U.S.A.;
“Company”	Samsonite International S.A., a company incorporated in Luxembourg and principally engaged in the design, manufacture, sourcing and distribution of luggage, business and computer bags, outdoor and casual bags, and travel accessories throughout the world, primarily under the <i>Samsonite</i> <sup>®</sup> , <i>American Tourister</i> <sup>®</sup> , <i>High Sierra</i> <sup>®</sup> , <i>Hartmann</i> <sup>®</sup> , <i>Lipault</i> <sup>®</sup> and <i>Speck</i> <sup>®</sup> brand names and other owned and licensed brand names;
“Directors”	the directors of the Company;
“Gregory”	Gregory Mountain Products, LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A., and a wholly-owned subsidiary of Black Diamond;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Purchaser”	Samsonite LLC, a limited liability company organized under the laws of the State of Delaware, U.S.A., and a wholly-owned subsidiary of the Company;
“Shareholders”	the shareholders of the Company;
“U.S.”	the United States of America; and
“US\$”	United States dollars, the lawful currency of the United States.

By Order of the Board  
**SAMSONITE INTERNATIONAL S.A.**  
**Timothy Charles Parker**  
*Chairman*

Hong Kong, June 19, 2014

*As of the date of this announcement, the Executive Directors are Timothy Charles Parker, Kyle Francis Gendreau, Ramesh Dungarmal Tainwala and Tom Korbas and the Independent Non-Executive Directors are Paul Kenneth Etchells, Miguel Kai Kwun Ko, Ying Yeh, Keith Hamill and Bruce Hardy McLain (Hardy).*