

ASSETHUB TENDER SALE

LIEN DUTY UNPAID WINES

Tender Offer Form

SUBMITTING IRREVOCABLE OFFERS:

1. OFFERS ARE SUBJECT TO APPROVAL BY THE SELLER. ASSETHUB PTE LTD IS ACTING AS AGENT FOR THE SELLER
2. Please submit your irrevocable offer to AssetHub Pte Ltd, the Auctioneer by **5pm on 7th October 2020 (“Tender Closing Date”).**
3. Your offer is subject to 12% Buyer’s Premium (“BP”) and 7% GST (where applicable) of the offered price
4. AssetHub will convey your offer to the Seller for approval.
Every tender submitted will remain valid for a period of 21 days from the Tender Closing Date or such longer period as may be mutually agreed in writing by the Tenderer and the Seller (the “**Validity Period**”).
- 5 All Lots are sold on an “**AS IS WHERE IS**” basis with all faults and errors of description. The successful tenderers are deemed to have inspected the Lot/s, be satisfied with same and purchase them at their own risks. The agent or the vendor shall not be responsible for any deficiency or discrepancy in quality, quantity, weight and mis-description or merchantability of the Lot/s sold to the successful tenderers.
- 6 The tender must be accompanied by a cheque crossed
“A/C Payee Only” made payable to “AssetHub Pte Ltd” for 10% the offered price
- 7 The wines are stored in bonded warehouse duty unpaid and are sold subject to all laws and regulations governing the sale, export and import of liquor in Singapore, and Removal Permits, duties and taxes payable where applicable
- 8 All items must be removed at buyer’s expenses and risk by the date and time as instructed subject to full payment.

My particulars:

Name:	
Company Name:	
Address:	
Tel:	
Email:	

I hereby instruct AssetHub Pte Ltd to enter the attached irrevocable offers on my behalf:

Lot	Description	Qty (Bot)	Total Offer S\$
1	1947 MOUTON ROTHSCHILD PAUILLAC ROUGE (0.75L) L075	1	S\$
2	1992 DAILA VALLE MAYA NAPA VALLEY 13.5% L075 (Duty Paid)	1	
3	(1) 2003 CH LA MISSON JUAT BRION PESSAC LEONAN (6L) 13% L075 and (4) 2003 CH LA MISSON JUAT BRION PESSAC LEONAN (0.75L) 13% L075	5	
4	(36) 2005 PREMIER CRU QUARTS DE CHAUME BAUNARD (0.75L) and (36) 2003 P. USSRGLIO CH. DU PAPE RES DES DEUX FRERES (0.75L)	72	
5	(1)85 DRC RICHEBOURG (0.75) 13% L075 and (1) 1985 DRC RICHEBOURG (1.5L) (13%) 13 L150	2	
6	(2) 85 LEROY RUCHOTTES CHAMBERTIN (0.75) 13% L075 and (14) 99 LEROY MEUSAULT CHARMES (0.75) 13% L075	16	
7	(1) 2004 BOILLOT CORTON CHARLEMAGNE (6L) 14%, and (6) 2005 BOILLOT PULIGNY MONT. DE LA MOUCHERE (0.75L) 13.5% L075	7	
8	2004 PREMIER CRU COSTA RUSSI GAJA (1*3L) (14%) L3	1	
9	1 lot of wines from France (please refer to attached listing for details) listing for reference only (Duty Paid)	20	
10	1 lot of wines from France (please refer to attached listing for details) listing for reference only	204	
11	1 lot of wines from France (please refer to attached listing for details) listing for reference only	50	
12	1 lot of wines from France (please refer to attached listing for details) listing for reference only	21	
13	1 lot of wines from New Zealand (please refer to attached listing for details) listing for reference only (Duty Paid)	122	
14	1 Lot of HARLAN ESTATE wines from USA (please refer to attached listing for details) listing for reference only	80	
15	1 lot VINEYARD 29 wines from USA (please refer to attached listing for details) listing for reference only	174	
16	1 lot AMUSE BOUCHE wines (from USA) (please refer to attached listing for details) listing for reference only	72	
17	1 lot Assorted USA Wine (Duty Paid) please refer to attached listing for details) listing for reference only (Duty Paid)	50	
18	1 lot Aubert Wines from USA (please refer to attached listing for details) listing for reference only	208	
19	1 lot Williams Selyem Wines from USA (please refer to attached listing for details) listing for reference only	122	
20	1 lot of wines from USA (please refer to attached listing for details) listing for reference only	790	
Total:			S\$
Add 12% buyer's premium:			S\$
Grand Total:			S\$

Please note lots 2, 9, 13, and 17 are duty paid wines

By submitting this offer, I agree to and acknowledge all terms and conditions set forth above and on the following pages as well as any and all terms and conditions applicable to this tender sale.

Bidder Signature & Company Stamp

Date

Auctioneers' Note:

Please take notice that the assets are sold "As is, Where is", prospective tenderers are advised to examine or inspect the lots on the viewing day on 30th September 2020, 2:30pm at 60 Pioneer Road, Singapore 628509 (date and time subject to confirmation). AssetHub and the seller make no representation or warranty concerning the accuracy and completeness of the information, stated quantity and description provided in this tender document.

All buyers interested to attend the preview must register with the Auctioneer by 28th September 2020

SUMMARY OF TERMS & CONDITIONS

1. The lots are Sold on "As-Is", "Where-Is" Basis.
2. No Warranties are made as to the Merchantability of Any Items or Their Fitness for Any Particular Purpose.
3. Arrangements for Removal and Shipment of Purchased Item(s) will be the sole responsibility of the Buyer Pursuant to and as part of the Contract of Sale.
4. Upon Notification of Acceptance of Your Offer, The Buyer Will be solely responsible for arranging Removal of the Assets
5. Neither the Vendor nor the Auctioneers will be responsible for any items after the Notification of Acceptance is delivered, from which time all items purchased are and remain at the risk of the purchaser.
6. Please note your offer is subject to a 12% buyer's premium and a 7% GST (where applicable) which shall form part of the total purchase money. By submitting an offer, you are agreeing to complete the transaction if your offer is accepted and any necessary approvals are obtained.
7. The wines are stored in bonded warehouse duty unpaid and sold subject to all laws and regulations governing the sale, export and import of liquor in Singapore. Removal Permits, duty costs and taxes payable where applicable will be borne by the successful tenderers.

Bidder Signature & Company Stamp

Date

TERMS & CONDITIONS OF SALE

1. All Lots are sold on an “AS IS WHERE IS” basis with all faults and errors of description. The successful tenderers are deemed to have inspected the Lots, be satisfied with same and purchase them at their own risks. The agent or the seller shall not be responsible for any deficiency or discrepancy in quality, quantity, weight and mis-description or merchantability of the Lots sold to the successful tenderers. Any listing is provided for reference only
2. All tenderers are to submit their offer using the prescribed **Tender Sale Offer Form**.
3. The Tender Sale Offer Form must be completed correctly and returned to the Auctioneer, in a sealed envelope on or before **7th October 2020, 5:00pm**. The address is:
AssetHub Pte Ltd
80 Changi Road #02-58, Centropod @ Changi, Singapore 419715
4. The Tender Sale Offer Form must be accompanied by a cashier’s order or crossed cheque issued in favour of “AssetHub Pte Ltd” for a sum equivalent to **10% of the Total Tender Price (the “Deposit”)**.
5. The Deposit shall be forfeited if the tenderer withdraws his tender for any reason whatsoever arising any time after the submission of the Tender Sale Offer Form or fail to complete the sale as specified in clause 14 below. However, if the Tenderer is unsuccessful, the Deposit shall be refunded without interest or compensation, and the unsuccessful tenderer shall have no claim whatsoever against the agent and/or the seller.
6. Neither the agent nor the seller shall not be liable for any expenses incurred by the tenderer in the preparation of the Tender.
7. The seller may refuse any Tender and shall not be obliged to accept the highest offer received. Neither the agent nor the seller shall be obliged to enter into any correspondence with any tenderer regarding the reasons for non acceptance of a tender.
8. The seller reserves the right, unless the tenderer expressly stipulates to the contrary in writing on his tender form, to accept the whole or any part of the Tender.
9. Neither the Agent nor the Seller shall be obliged to disclose to any third party or other Tenderer, the identity of any Tenderer and the price tender
10. The Seller reserves the right to change the composition of, alter or withdraw any lot from the sale.

11. The tender offer received by the agent shall remain valid for a period of **21 calendar days** or such longer period as may be mutually agreed in writing by the Tenderer and the Seller (the “**Validity Period**”).
12. A **Notification of Acceptance** shall be posted to the successful tenderers at the address as provided in the Tender Sale Offer Form and such posting shall be deemed good service of such notice.
13. The agent and/or the Seller reserve the right not to inform the unsuccessful tenders on the outcome of the tender offer.
14. Successful tenderers must complete the sale by making payment of the outstanding balance of the Tender Price together with 12% Buyer’s Premium and 7% GST (if payable) on the Tender Price as specified in the Notification of Acceptance immediately upon receiving the Notification of Acceptance.
15. Full payment must be made directly to the auctioneer, AssetHub Pte Ltd, either by in **cash, cashier’s order or crossed cheque**. For those payments by cheque, the Lots can only be collected upon clearance of the cheque.
16. Should the successful Tenderer (hereinafter also referred to as the “**Buyer**”) fail to complete the sale **within 7 calendar days from the date of the Notification of Acceptance**, the Seller shall be at liberty (without prejudice to any other remedies that the Seller may have) to resell the Lot(s) or any part thereof remaining un-removed and unpaid for by the Buyer by public or private sale, without giving any notice to the Buyer.
17. Neither the Seller nor Agent will be responsible for any loss or damage to the Items after the Notification of Acceptance is delivered to the Buyer. The Buyer shall assume the risk of damage or loss to Items after the Notification of Acceptance is delivered to him.
18. Subject to full payment, Buyer must collect their lot immediately or as advised by the Agent. Failing which, the Buyer will be responsible for all storage charges from the date on which the Buyer is required to collect the lot.
19. Neither the Agent nor the Seller shall be responsible for any accident or damage to life or limb, or to the Lot(s) itself, which may occur prior to, or during the progress of the sale, or any time during the removal of the Lot(s) or part thereof.
20. The Agent and the Seller do not make nor give nor have any person in the employment of the Agent or under any authority to make or give any representation of warranty.



Asset Sale, Auction & Valuation Specialist

21. In any event, neither the Agent nor the Seller shall be responsible for any misrepresentation or warranty or any statement in the catalogues, advertisement or brochures of the sale.
22. The buyer shall comply and shall ensure that all its servants, agents and contractors shall comply with all safety and security requirements of all worksites and yards where the lots are located during site preview and during the removal of the lot(s).
23. The Auctioneer reserves the right to rescind any sale for any reason in which case the buyer's sole remedy shall be the refund of the amount of the purchase price and any Buyer's Premium actually paid. Neither the Auctioneer nor seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the auction. Without limiting the foregoing, in no event shall AssetHub's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder has actually paid to AssetHub as a deposit or as payment for a purchased item.