

## ASSETHUB TENDER SALE

Under The Instruction of The Liquidator of  
CULINARYON SINGAPORE PTE LTD (In Creditors' Voluntary Liquidation)

### Complete Restaurant's Operating Equipment, Furniture, & Wines, etc.

#### Tender Sale 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 **12pm on 7<sup>th</sup> January 2021 ("Tender Closing Date").**
3. Your offer is subject to 10% Buyer's Premium ("BP") and 7% GST of the offered price
4. AssetHub will convey your offer to the Seller for approval. The Seller is not bound to accept the highest offer or any offer received
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. All items must be removed at buyer's expense and risk by 8<sup>th</sup> January 2021, 3pm. All items not removed by 3pm, 8 January 2021, will be deemed abandoned. Not further claim whatsoever will be entertained.

**Preview : A site preview has been arranged for 6<sup>th</sup> January 2021, 4-5pm at 11 Unity Street #01-23/24, Robertson Walk (pre-registration is required)**

All Safe Management Measures in place must be adhered to at all time during the preview and collection.

## Particulars of Tenderer

Name:	
Company Name:	
Address:	
Tel:	
Fax:	
Email:	

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

Lot No	Qty	Description	Offer Price S\$
1	Lot	<b>1 Lot of Restaurant/kitchen Equipment (including chillers, freezers, wine chillers, ovens, Hoshizaki Ice Maker, Kenwood Cooking Chef Major/mixers, etc., and all Utensils and operating equipment and stocks of consumable in the 2 stores (Lot is sold on as is where is condition) (The attached asset listing is provided for reference only)</b>	
2	Lot	<b>All restaurant's furniture incl. dining tables/worktop/workstation with or w/o hob, chairs, bar stools, lockers, storage racks, exhaust hoods, etc. as lotted</b>	
3	Lot	<b>All Alcoholic and non-alcoholic beverages including wines, beer and assorted drinks and spirit in the premises (including all in display, in chillers and stores). The attached listing is for reference only</b>	
4	Lot	<b>All rack mounted AV equipment c/w rack and projectors, wireless mics, CTVs as lotted</b>	
<b>TOTAL :S\$</b>			
<b>Add 7% GST on offered price :S\$</b>			
<b>Buyer's Premium @ 10% on offered price: S\$</b>			
<b>GRAND TOTAL</b>			

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

## 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 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.
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 7<sup>th</sup> January 2021, **12:00pm**, to 80 Changi Road #02-58, Centropod @ Changi, Singapore 419715
4. The agent and/or the vendor shall not be liable for any expenses incurred by the tenderer in the preparation of the Tender.
5. The agent and/or the vendor may refuse any Tender and shall not be obliged to accept the highest offer received. The agent and/or the vendor will not enter into any correspondence with any tenderer regarding the reasons for the non acceptance of a tender.
6. The agent and/or the vendor reserve the right, unless the tenderer expressly stipulates to the contrary in writing on his tender form, of accepting the whole or any part of the Tender.
7. The agent and/or the vendor reserve the right to change the composition of, alter or withdraw any lot from the sale.
8. A **Letter of Acceptance** shall be handed over to the successful tenderers, or by email, or posted to the successful tenderers at the address as provided in the Tender Sale Offer Form and such handing and posting shall be deemed good service of such notice.
9. The agent or the vendor reserves the right not to inform the unsuccessful tenders on the outcome of the tender offer.
10. Successful tenderers must complete the sale by making full payment of the total Tender Price as specified in the Letter of Acceptance immediately upon receiving the Letter of Acceptance. Full payment must be made directly to the auctioneer, AssetHub Pte Ltd, either in **cash, cashier’s order or internet bank’s transfer**.

11. Should the successful tenderer fail to complete the sale immediately upon receiving the Letter of Acceptance, the vendor shall be at liberty (without prejudice to any other remedies) 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.
12. Neither the Seller nor AssetHub will be responsible for any loss or damage to the Items after the Notification of Acceptance is delivered to the successful Tenderer. The successful Tenderer shall assume the risk of damage or loss to Items after the Notification of Acceptance is delivered to him
13. **Subject to full payment, buyers must collect and remove the entire lot by 8<sup>th</sup> January 2021, 3pm. All items not removed by 8/1/2021, 3pm, will be considered abandoned and no further claim whatsoever in any form by will be entertained**
14. Neither the agent nor the vendor will be responsible for any accident or damage to life or limb, 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.
15. The purchaser shall take steps to ensure that no damage is caused to the floors, wall, ceiling, entrance, doors, stairs or any part of the premises during removal of the goods. The purchaser shall be responsible for any loss or damage caused to the premises during or because of the removal of the goods.
16. The agent and the vendor 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.
17. In any event neither the agent nor the vendor shall be responsible for any misrepresentation or warranty or any statement in the catalogues, advertisement or brochures of the sale.
18. The Seller and the Auctioneer reserve 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.

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Bidder Signature & Company Stamp

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Date