

## ASSETHUB TENDER SALE

Under Instruction of the Liquidator of  
DIAMOND WALKER PTE LTD (IN COMPULSORY LIQUIDATION)

### TRADEMARKS OF DIAMOND WALKER



### 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 **5pm on 22 JUNE 2021 ("Tender Closing Date).**
3. Your offer is subject to 15% Buyer's Premium ("BP") of the offered price
4. The tender must be accompanied by a cashier's order or banker's draft or a cheque, crossed "A/C Payee Only" made payable to **AssetHub Pte Ltd** for a sum equivalent to 10% of the tender price ("the Deposit").
5. AssetHub will convey your offer to the Seller for approval.  
Every tender submitted will remain valid for a period of 30 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**").
6. All costs of transfer/assignment of the Trademarks are to be borne by the buyer

NOTE: Offer Form must be completed in its Entirety. The Seller and AssetHub reserve the right to reject any incomplete form

**Particulars of Tenderer**

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

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

Lot No	Description	Offer Price S\$
1	<p><b>Trade Mark No. 40201507608U</b> – diamond walker elevate yourself bespoke style hand crafter (Class 25) (Please refer to details attached for reference)</p> <p><b>Trade Mark No 40201505307R</b> – dw bespoke style hand crafted diamond walker elevate yourself (Class 25) (Please refer to details attached for reference)</p> <p><b>Trade Mark No T1307757E</b> - dw diamond walker elevate yourself seoul bespoke style hand crafted (Class 25) (Please refer to details attached for reference)</p> <p><b>Trade Mark No 40201720439R</b> – ysneakers sneakers (Class 25) (Please refer to details attached for reference)</p> <p>(Attached registration details for reference only)</p>	
	<b>TOTAL :S\$</b>	
	<b>Add 7% GST on offered price :S\$</b>	
	<b>Buyer's Premium @ 15% 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. The sale of the Trademarks is subject to all applicable local and international laws and regulations governing the sale of this type of asset.
2. All tenderers are to submit their offer using the prescribed Tender Sale Offer Form.
3. The tender must be accompanied by a cashier's order or banker's draft or a cheque, crossed "A/C Payee Only" made payable to **AssetHub Pte Ltd** for a sum equivalent to 10% of the tender price ("the Deposit").

The Deposit shall be forfeited if the Tenderer withdraws his Tender for whatever reason however arising at any time after submission of the Tender but shall otherwise be refunded without interest or compensation to the unsuccessful Tenderer and thereafter such Tenderer shall have no claim whatsoever hereinunder against the Auctioneer or the Seller.

4. **The Tender Sale Offer Form must be completed correctly and returned to the Auctioneer, in a sealed envelope on or before 22 June 2021, 5:00pm to 80 Changi Road #02-58, Centropod@Changi, Singapore 419715**
5. The agent and/or the vendor shall not be liable for any expenses incurred by the tenderer in the preparation of the Tender.
6. 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 non acceptance of a tender.
7. 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.
8. The agent and/or the vendor reserve the right to change the composition of, alter or withdraw any of the Trademarks from the sale.
9. The tender offer received by the agent shall remain valid for a period of **30 calendar days** or such longer period as may be mutually agreed in writing by the Tenderer and the Seller (the "**Validity Period**").
10. A **Letter of Acceptance** shall be handed over to the successful tenderers 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.

11. The agent or the vendor reserves the right not to inform the unsuccessful tenders on the outcome of the tender offer.
12. 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 crossed cheque**. For those payments by cheque, please be advised that the Trademarks can only be transferred or assigned upon clearance of the cheque.
13. Should the successful tenderer fail to complete the sale within the specified time, the vendor shall be at liberty (without prejudice to any other remedies) to resell the Trademarks by public or private sale, without giving any notice to the buyer.
14. 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.
15. 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.
16. All costs of transfer and/or assignment of the Trademarks are to be borne by the buyer