

# AssetHub Tender Sale

Leong Hin Seng Civil Engineering Pte Ltd (In Liquidation)

## 4 Kobelco & Sumitomo Excavators

### Tender Offer Form

#### SUBMITTING IRREVOCABLE OFFERS:

1. OFFERS ARE SUBJECT TO APPROVAL BY THE SELLER. ASSETHUB PTE LTD (“**AssetHub**”) IS ACTING AS AGENT FOR THE SELLER
2. Please submit your irrevocable offer to AssetHub’s office at 80 Changi Road #02-58, Centropod @ Changi, Singapore 419715 by **5pm, 7<sup>th</sup> November 2022** (“**Tender Closing Date**”).
3. Your offer price shall hereinafter be referred to as the “**Tender Price**”. A further **10% Buyer’s Premium (“BP”)** and **7% GST** will be chargeable on the Tender Price.
4. AssetHub will convey your tender price to the Seller for approval. The Seller is not bound to accept the highest Tender Price or any offer.
5. 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 (the “**Tenderer**”) and the Seller (the “**Validity Period**”).
6. The tender must be accompanied by a crossed cheque issued in favour of “AssetHub Pte Ltd” for a sum equivalent to 10% of the total Tender Price as deposit (“the **Deposit**”).
7. 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 Seller 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.
- 8 All items must be removed at buyer’s expense and risk immediately upon acceptance (subject to full payment)

## My particulars:

Name:	
Company Name:	
Address:	
Tel:	
Email:	

I hereby instruct AssetHub Pte Ltd to convey the following revised offer on the following lots to the seller on my behalf:

S/n	Qty	Make	Model	Description	Serial No	YOM	Offer (SGD)
1	1	Sumitomo	SH210-5	Hydraulic Excavator	STN210F5J00B1413	2011	
2	1	Sumitomo	SH210-5	Hydraulic Excavator	STN210F5J00B1410	2011	
3	1	Kobelco	SK260LC-8	Hydraulic Excavator	LL13-06738	2012	
4	1	Kobelco	SK115SR	Hydraulic (Reconditioned) Excavator	YV03-02511	2009	
<b>Total:</b>							
<b>Plus 7% GST (Make Under Regulation 58/58A)</b>							
<b>Plus 10% Buyer's Premium</b>							
<b>Grand Total:</b>							

By submitting this offer, I agree to and acknowledge all terms and conditions set forth and all terms and conditions applicable to the 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 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.
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 November 2022, 5pm**. 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”**). The deposit will be returned if the tender is unsuccessful
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. 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 forward (via email & post) 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 **10% Buyer's Premium and 7% GST** 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 AssetHub Pte Ltd, either by in **cash, cashier's order, crossed cheque or internet bank transfer**. For those payments by cheque, the Lot/s 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 and clause 16, 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. Buyer is also



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responsible for any handling charges provided and charged by the yard if any for the removal of the purchased items.

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.
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 Seller and the AssetHub Pte Ltd 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 AssetHub Pte Ltd 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 Pte Ltd'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 Pte Ltd as a deposit or as payment for a purchased item.