



## BNF Engineering (S) Pte Ltd

17, Changi South Street 1, Singapore 486781 Tel: (65) 6383 6118 Fax: (65) 6383 6116  
Co. Reg No.: 199005221K GST Reg. No.: M2-0096185-4

1. BNF Engineering (S) Pte Ltd ("**BNFEPL**") hereby gives the following voluntary commitments ("**Commitments**") to the Competition Commission of Singapore ("**CCS**"), to address the CCS's preliminary concerns in relation to section 47 of the Competition Act (Cap. 50B).
2. It should be emphasized that these Commitments are a result of BNFEPL's willingness to co-operate with the CCS and assist the CCS in improving competitive market practices in the relevant market.
3. Nothing in these Commitments should be construed as establishing a violation of the Competition Act (Cap. 50B), or an admission that BNFEPL agrees with any documents or statements from the CCS to BNFEPL, in connection with its investigation.

### Commercially Reasonable Terms and Conditions of Purchase

4. BNFEPL will sell the lift spare parts of the BNF brand to a purchaser on a fair, reasonable and non-discriminatory basis provided that:
  - (a) the purchaser is a lift contractor registered with the Building and Construction Authority under both the ME09 (Lift & Escalator Installation) and RW02 (L2) (Lift Contractors) workheads;
  - (b) the manufacturer is still producing the lift spare parts (i.e. the spare parts are not out of production). For the avoidance of doubt, this does not obligate BNFEPL to supply out of its inventory stock, although BNFEPL may choose to do so. If BNFEPL decides not to supply out of its inventory stock, it shall send an order for the lift spare parts to the manufacturer within 7 working days from the date of receipt of the purchaser's request to BNFEPL to purchase the lift spare parts, and provided that the purchaser has already agreed in writing to sub-paragraphs (c) to (h) below;
  - (c) the purchaser agrees to defend, indemnify and hold harmless BNFEPL from and against any and all liabilities, damages, judgements, costs, expenses and fees resulting from any claims, litigation or actions arising out of or relating to BNFEPL's sale of the lift spare parts to the purchaser, except where such losses are caused by defective lift spare parts supplied by BNFEPL, or BNFEPL's gross negligence or wilful default";
  - (d) the purchaser undertakes to BNFEPL not to reverse engineer or otherwise modify the purchased lift spare parts;



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- (e) the purchaser agrees to use the purchased lift spare parts for the relevant brand of lift intended by BNFEPL and the purchaser agrees that BNFEPL shall not be liable if the purchased lift spare parts are incompatible with the relevant lift to be repaired and/or are obsolete;
- (f) the purchaser has provided to BNFEPL, documentary proof that the owner has appointed the purchaser to carry out maintenance of the relevant brand of lift;
- (g) the purchaser acknowledges that BNFEPL holds certain rights to several proprietary trademarks, service marks, certification marks, logos and other images and the sales of spare parts to the purchaser does not serve to transfer any rights to BNFEPL's intellectual property. The purchaser is not authorised to use the marks in any way without prior written permission from BNFEPL. The purchaser shall refrain from any use of the marks regardless of whether such uses would otherwise be considered legally permissible of fair use; and
- (h) the purchase order provided by BNFEPL to the purchaser includes the following provision:

"The parties will endeavour to resolve any dispute arising out of or in connection with this agreement amicably by mutual negotiations and discussion in good faith in the first instance, failing which the dispute must be submitted for mediation at the Singapore Mediation Centre ("**SMC**") in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediation to SMC upon which the other party will be bound to participate in the mediation within 45 days thereof. Every party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached".



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### **Standard Operating Procedures**

5. BNFEPPL will incorporate into its standard operating procedures, and train its relevant personnel accordingly, in relation to the Commitments set out in paragraph 4 above.

### **Release or Review of Commitments**

6. BNFEPPL reserves the right to request or apply to the CCS for a release and/or review of the Commitments herein, in the event of any material change in the market conditions for the supply of lift spare parts.

### **Entire Agreement**

7. These Commitments comprises the entire extent of BNFEPPL's commitments to or agreements or understandings with the CCS and supersedes all prior undertakings entered into or agreements or understandings with the CCS by BNFEPPL.