

CHEVALIER COMMITMENTS (PROPOSED)

1. Chevalier Singapore Holdings Pte Ltd (“Chevalier”) will sell the lift spare parts of the (i) Toshiba Elevator and Building Systems Corporation (“Toshiba”), and (ii) IFE Elevators Co., Ltd (“IFE”) brands 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 Chevalier to supply out of its inventory stock, although Chevalier may choose to do so. If Chevalier 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 Chevalier 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 agreed to defend, indemnify and hold harmless Chevalier from and against any and all liabilities, damages, judgments, costs, expense and fees resulting from any claims, litigation or actions arising out of or relating to Chevalier’s sale of the lift spare parts to the purchaser, except where such losses are caused by the defective lift spare parts supplied by Chevalier, or Chevalier’s gross negligence or wilful default;
 - (d) the purchaser undertakes to Chevalier not to reverse engineer or otherwise modify the purchased lift spare parts;
 - (e) the purchaser agrees to use the purchased lift spare parts for the relevant brands of lift intended by either Toshiba or IFE and the purchaser agrees that Chevalier 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 Chevalier, documentary proof that the owner has appointed the purchaser to carry out maintenance of the relevant brand of lift;
 - (g) the purchaser acknowledges that Chevalier, Toshiba and/or IFE hold certain rights to several proprietary trademarks, service marks, certification marks, logos and other images and the sale of spare parts to the purchaser does not serve to transfer any rights to the intellectual property of Chevalier, Toshiba and/or IFE. The purchaser is not authorised to use the marks in any way without prior written permission from Chevalier, Toshiba and/or IFE except where such use is legally permissible; and

- (h) the purchase order provided by Chevalier 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 mediate 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”.