

FUJITEC COMMITMENTS (PROPOSED)

1. Fujitec Singapore Corporation Ltd (“Fujitec Singapore”) will sell the lift spare parts of the Fujitec 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) Fujitec Japan 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 Fujitec Singapore to supply out of its inventory stock, although Fujitec Singapore may choose to do so. If Fujitec Singapore decides not to supply out of its inventory stock, it shall send an order for the lift spare parts to Fujitec Japan within 7 working days from the date of receipt of the purchaser’s request to Fujitec Singapore 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 Fujitec Singapore 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 Fujitec Singapore’s sale of the lift spare parts to the purchaser, except where such losses are caused by the defective lift spare parts supplied by Fujitec Singapore, or Fujitec Singapore’s gross negligence or wilful default;
 - (d) the purchaser undertakes to Fujitec Singapore 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 brand of lift intended by Fujitec Singapore and the purchaser agrees that Fujitec Singapore 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 Fujitec Singapore, documentary proof that the owner has appointed the purchaser to carry out maintenance of the relevant brand of lift;
 - (g) the purchaser acknowledges that Fujitec Singapore and/or Fujitec Japan 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 Fujitec Singapore and/or Fujitec Japan. The purchaser is not authorised to use the marks in any way without prior written permission from Fujitec Singapore and Fujitec Japan except where such use is legally permissible; and

- (h) the purchase order provided by Fujitec Singapore 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”.