



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 indemnify BNFEPL if the purchaser causes a lift breakdown, injury, death or any loss whatsoever, due to the purchaser's negligence;
 - (d) the purchaser undertakes to BNFEPL 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 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 BNFEP, documentary proof that the owner has appointed the purchaser to carry out maintenance of the relevant brand of lift;

- (g) the purchaser acknowledges that BNFEP holds 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 BNFEP's intellectual property. The purchaser is not authorised to use the marks in any way without prior written permission from BNFEP. The purchaser shall refrain from any use of the marks regardless of whether such uses would otherwise be considered legally permissible or fair use; and

- (h) the purchase order provided by BNFEP 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”.



Standard Operating Procedures

5. BNF EPL 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. BNF EPL 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 comprise the entire extent of BNF EPL'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 BNF EPL.