

DOMINO UK LIMITED TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

These terms and conditions of purchase apply between **Domino UK Limited** whose principal place of business is at Bar Hill, Cambridge, CB23 8TU ("**Domino**") and the supplier of services named on the Order (the "**Supplier**").

By accepting an Order from Domino the Supplier agrees these terms are the sole and exclusive terms and conditions which govern the Order and may only be amended by agreement in writing signed by both parties. Any agreement in writing signed by both parties will take precedence over these terms, but only where signed by both parties.

1. AGREEMENT

- 1.1. The Supplier will supply and Domino will purchase such services as are specified on Domino's order (placed using a purchase order document or signed supply contract) which may be agreed between the parties (the "**Order**").
- 1.2. Domino is not obliged to place an Order with the Supplier but any Order Domino may place will be subject to these terms and conditions (unless otherwise agreed in writing and signed by both parties) (the Order and these terms and conditions being the "**Contract**").

2. SUPPLY OF SERVICES

- 2.1. In providing the services specified on an Order (the "**Services**"), the Supplier shall:
 - a) perform the Services using good industry standards, practices, methods and procedures and exercising that standard of skill, care and diligence which would reasonably be expected of an appropriately qualified, skilled and experienced specialist service provider of comparable services;
 - b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Services are properly provided;
 - c) perform the Services in strict accordance with any dates or timetable agreed in writing; and
 - d) ensure that the Services conform with all descriptions specifications and requirements stated by Domino or represented by the Supplier in or prior to the Order and relevant industry codes of practice.
- 2.2. Domino may cancel an Order without liability at any time prior to commencement of the Services.
- 2.3. Domino may cancel an Order at any time without liability other than to pay the Supplier for the Services provided up to the date of cancellation plus any other costs necessarily incurred by the Supplier to which the Supplier is committed and cannot mitigate.

3. PRICE AND PAYMENT

- 3.1. The Supplier will send Domino an invoice for each Order after completion of the Services. Domino will pay the Supplier the price for the Services as specified in an Order in arrears in accordance with condition 4.3.
- 3.2. All prices are fixed and Domino will not accept any change to the agreed price of the Services unless Domino has agreed to the change in writing.
- 3.3. Domino will pay each invoice on the business day following the end of the second month from receipt of invoice. Domino will pay the Supplier by banker's automated clearing services (BACS). The Supplier will supply Domino with its bank account details.
- 3.4. All invoices will show Domino's purchase order number and the date. Value Added Tax, where applicable, will be shown separately on all invoices. Unless otherwise agreed in writing in an Order, the price of the Services includes all taxes (other than VAT), levies, duties and where applicable, licence fees, royalties, administration fees and insurance.
- 3.5. Domino may deduct any money the Supplier owes to Domino, whether under the Contract or another contract, from any money which Domino owes to the Supplier.

4. INSURANCE

The Supplier will be responsible for ensuring that it has adequate insurance of not less than £5 million in place with a reputable insurer to cover its liabilities under this Contract. Proof of such insurance will be provided to Domino immediately upon Domino's written request.

5. INTELLECTUAL PROPERTY

- 5.1. The Supplier assigns to Domino, with full title guarantee and free from all third party rights, all intellectual property rights whatsoever that arise as part of the provision of the Services.
- 5.2. The Supplier warrants that the Services and the outputs of the Services will not infringe any trademark, patent, design right, copyright or other intellectual property right of any third party. In the event of a claim for any intellectual property right infringement by any third party, the Supplier will defend such action at its own expense and indemnify Domino in accordance with condition 10.1.a).

6. CONFIDENTIALITY

- 6.1. The parties will treat each Order, this Contract, and the relationship between the Supplier and Domino as confidential.
- 6.2. The Supplier undertakes that it shall not at any time, disclose to any person any technical or commercial know-how including customer information, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed to the Supplier by Domino, its employees, agents, consultants or subcontractors, or any other confidential information concerning Domino's business or its products which the Supplier may obtain, except to those employees or agents of the Supplier that require the confidential information for the purposes of providing the Services under this Contract, or where required by law. The Supplier may not use Domino's confidential information for any purpose other than to perform its obligations under this Contract.

7. DOMINO SUPPLIER CODE

The Supplier comply with the *Domino Supplier Code* from time to time, a copy of which is available on Domino's website (<http://www.domino-printing.com/Corporate/Download-Area/CSR/Supplier-Code.pdf>). Domino will notify the Supplier of any changes made to the *Domino Supplier Code*. Domino shall be entitled to immediately terminate this agreement if the Supplier commits any material breach of that *Domino Supplier Code*.

8. HEALTH AND SAFETY

The Supplier, its employees and sub-contractors, will comply at all times with The Health and Safety at Work Act 1974 (as amended and updated from time to time). In addition the Supplier agrees that its employees and sub-contractors will comply with all Domino health and safety requirements as notified by Domino to the Supplier that apply to any Domino site where the Services are carried out.

9. RIGHT OF AUDIT

If requested by Domino the Supplier shall allow Domino and any auditors instructed by Domino to access any of the Supplier's premises (including systems and other facilities) upon reasonable written notice to ensure compliance with the terms of this Contract. The Supplier will maintain adequate records to enable the auditor to confirm its compliance with the terms of this Contract. All audit results will be confidential and all reasonable costs associated with the audit will be borne by Domino.

10. INDEMNITY

10.1. The Supplier will indemnify Domino against all liabilities, costs, expenses, damages and losses (including any direct loss of profit and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Domino arising out of or in connection with:

- a) any claim made against Domino for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply of the Services or any product of those Services;
- b) any claim made against Domino by a third party arising out of, or in connection with, the supply of the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Supplier; and
- c) any claim made against Domino by a third party for death, personal injury or damage to property arising out of, or in connection with, shortcomings in the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier.

10.2. Except as specified in conditions 10.1.a) to 10.1.c) inclusive neither party will be liable for any indirect or consequential loss.

11. TERMINATION

11.1. A party may terminate the Contract for material breach by the other party provided that, where such breach is capable of remedy, it has served written notice specifying the breach and requiring it to be remedied within 14 days.

11.2. A party may terminate this Contract with immediate effect by giving written notice to the other party if: the other party goes into administration (or if an individual is declared bankrupt); makes any arrangements with its creditors; has a receiver, administrator or liquidator appointed over any of its assets (or its parent company's assets); or is the subject of an administration or winding up order.

12. GENERAL TERMS

12.1. **FORCE MAJEURE:** Neither party will be liable for delay in performing or failing to perform its obligations if such delay or failure results from events or circumstances beyond its reasonable control. In the event of an occurrence of force majeure Domino will have the right to cancel the Order by giving notice to the Supplier.

12.2. **NO WAIVER:** If Domino delays or does not take action against the Supplier in respect of any breach of this Contract this will not waive any right or prevent Domino from taking action against the Supplier in the future.

12.3. **ASSIGNMENT:** The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of Domino.

12.4. **SEVERANCE:** If any of these terms and conditions are invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, this will not affect either party's ability to enforce any other part of these terms and conditions.

12.5. **NOTICES:** Any notice to be served under the Contract will be in writing, sent by first class post or express courier and addressed to the relevant party at the address specified on an Order or its registered office.

12.6. **JURISDICTION:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

12.7. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999:** This Contract is not enforceable by any party who is not a party to this Contract.