

1 Contract

- 1.1 All quotations given, orders accepted and contracts entered into by Domino UK Limited, being a company registered in England and Wales with company number 01750201, ("Domino") with any person ("Purchaser") for the supply of goods ("Goods") and/or for services ("Services") are subject to these terms and conditions ("Conditions"). All other terms and conditions, whether expressly stipulated by the Purchaser or implied by trade custom, course of dealing or otherwise are (to the fullest extent permitted by law) excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of Domino.
- 1.2 No quotation, estimate or proposal issued by Domino is an offer that is capable of acceptance by the Purchaser. Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that Domino may accept or reject. The contract between Domino and the Purchaser ("Contract") shall be formed at the time Domino accepts the Purchaser's order. Domino may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services. No amendments to the Purchaser's order shall be valid unless agreed in writing by an authorised representative of Domino.
- 1.3 The Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Purchaser that is inconsistent with the Conditions.

2 Order and Specifications

- 2.1 The Purchaser shall be responsible for ensuring the accuracy of the terms of any order, including verifying any specification for the Goods and/or Services, and for giving to Domino any necessary information relating to the Goods and Services within a sufficient time to enable Domino to perform the Contract in accordance with its terms. The specification for the Goods and/or Services shall be the relevant specification therefor last published by Domino before Domino accepts the relevant order as modified by (or, as the case may be, exhaustively set out in) any separate specification for any of the Goods and/or Services that is agreed in writing by Domino and the Purchaser ("Specification").
- 2.2 Domino reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods and/or Services.
- 2.3 No cancellation of any order after acceptance by Domino shall, save as provided in Condition 2.4, be valid.
- 2.4 The Purchaser acknowledges that Domino may (upon request by the Purchaser made in writing) acting in its absolute and sole discretion elect to permit the Purchaser to cancel an order (after that order has been accepted by Domino) on such terms as Domino in its absolute and sole discretion may permit including without limitation for the Purchaser to pay on demand such fee and/or other charges as Domino may require to be paid for the purposes of Domino processing such cancellation and which may include provision for any of the following (without limitation): a restocking fee in respect of any of the Goods, an amount to reflect that Domino may not be able to resell the relevant Goods as 'new' goods not previously sold to a customer, an amount for any management time incurred in the matter, and administration fees.

3 Price and Payment

- 3.1 The price of Goods and Services shall be the price quoted by Domino in writing. Quoted prices are valid for 30 days. Prices do not include value added tax or any other sales tax and which in each case shall (where applicable) be payable by the Purchaser in addition ("VAT").
- 3.2 Unless otherwise agreed in writing payment of invoices shall be made in full without any deduction or set-off within 30 days from the end of the calendar month in which the date of Domino's invoice falls. Payment shall be due whether or not property in the Goods has passed. Time for payment shall be of the essence and if payment is not made in full by the due date Domino may without prejudice to any other remedy:
 - 3.2.1 charge the Purchaser interest (running before and after judgment) on all overdue sums at the rate of 2% per month (compounded with monthly rests) from the date such sum became due to Domino until the Purchaser pays such sum in full together with such interest; and/or
 - 3.2.2 suspend or cancel any further supply of Goods or performance of Services under the Contract and/or the supply of any goods or performance of any services under any other contract (between Domino and the Purchaser) until the Purchaser makes payment in full together with any applicable interest.

4 Credit Arrangements

- 4.1 The credit Domino allows the Purchaser under Condition 3.2 above in respect of the supply of the Goods and/or Services is without prejudice to Domino's right to suspend delivery of all unexecuted orders or to suspend further performance of any partially performed Contract or other contract with the Purchaser if:

- 4.1.1 the Purchaser fails to pay or threatens not to pay any sums due to Domino by the due date;
- 4.1.2 the Purchaser ceases or threatens to cease to carry out its business;
- 4.1.3 a receiver, manager or administrator is appointed over the Purchaser's assets, business or property, or a winding-up or administration order against the Purchaser is made or petitioned for, or any petition or bankruptcy order against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (except for reconstruction or amalgamation while solvent), or the Purchaser calls a meeting of or makes arrangements or compositions with creditors; or
- 4.1.4 Domino has a reasonable belief that any of the above may occur.
- 4.2 Domino may, in its absolute discretion, refuse to grant credit if it is not reasonably satisfied as to the credit worthiness of the Purchaser in which event Domino may require the Purchaser to pay (as a condition precedent to Domino's acceptance of the relevant order taking effect):
 - 4.2.1 the invoices (referred to in Condition 3.2) immediately upon presentation thereof to the Purchaser or within such lesser period than that referred to in Condition 3.2 as Domino may stipulate; or
 - 4.2.2 the price (together with any VAT) of the Goods and Services in advance by such date as Domino may specify and following such payment Domino shall render its receipted invoice accordingly.

5 Delivery

- 5.1 Delivery of the Goods shall unless otherwise agreed be made by Domino delivering the Goods to the location specified in the Purchaser's order or by the Purchaser collecting the Goods at Domino's premises (in either case the "Delivery Location"). The price for the Goods does not include the carriage of the Goods to such location specified in the Purchaser's order unless otherwise expressly agreed in writing by Domino.
- 5.2 Any dates or times quoted for delivery of Goods and performance of the Services are approximate only. Domino shall use reasonable endeavours to meet such dates or times but shall not be liable to the Purchaser, in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.
- 5.3 Delivery of the Goods shall be completed (1) if the Delivery Location is not at Domino's premises: on the completion of the unloading of the Goods at the Delivery Location and (2) if the Delivery Location is at Domino's premises, on the completion of the loading of the Goods at the Delivery Location.
- 5.4 Domino is entitled, at its discretion, to deliver any order of Goods by one or more consignments, and to treat each order or consignment as a separate Contract.
- 5.5 If the Purchaser does not take or accept delivery of the Goods, then (1) Domino may elect that delivery of the Goods shall be deemed to have been completed and (2) Domino reserves the right to store them at the Purchaser's risk and expense until delivery takes place.
- 5.6 If ten business days after the day on which Domino notified the Purchaser that the Goods were ready for delivery the Purchaser has not taken actual delivery of them, Domino may (in its absolute discretion) resell or otherwise dispose of part or all of the Goods and, without prejudice to its other rights and remedies, charge the Purchaser for any shortfall below the price of the Goods under the Contract.
- 5.7 If Goods are delivered faulty or damaged Domino has the right to replace those Goods or issue a credit note in respect of such Goods at its discretion.
- 5.8 Domino will not consider any claim for damage or shortage unless it receives written notice from the Purchaser within three days of the date of delivery.
- 5.9 The Purchaser must hold any allegedly damaged Goods at its own expense. The Purchaser must wait for Domino's instructions and must allow Domino's representative to examine the relevant Goods and to take away samples to be examined.

6 Risk and Title

- 6.1 Risk in the Goods shall pass to the Purchaser on completion of delivery.
- 6.2 Notwithstanding the passing of the risk, Domino shall retain title to and ownership of the Goods until it has received payment in full (in cleared funds) of all sums due for the Goods and any other sums owed to Domino by the Purchaser under any other contract between them or otherwise.
- 6.3 The Purchaser may (until such title passes) use the Goods in the ordinary course of its business (but it shall not purport to sell the same) but this right shall terminate immediately:
 - 6.3.1 by Domino giving notice to the Purchaser if any payment is overdue by seven days or more or if Domino has genuine doubts as to Purchaser's solvency; or
 - 6.3.2 if the Purchaser suffers an event as described in Condition 15.1.4.
- 6.4 Should any of the events in Condition 15.1.4 occur then Domino may, at any time, require the Purchaser to deliver up the Goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

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6.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Domino and if the Purchaser does so all monies owing by the Purchaser to Domino shall (without prejudice to any other right or remedy of Domino) forthwith become due and payable.

7 Purchaser's obligations

7.1 The Purchaser shall:

- 7.1.1 co-operate with Domino in all matters relating to the Services;
- 7.1.2 provide Domino, its employees, agents, consultants and subcontractors, with access to the Purchaser's premises, office accommodation and other facilities as reasonably required by Domino to provide the Services;
- 7.1.3 provide Domino with such information and materials as Domino may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 7.1.4 (if requisite) prepare the Purchaser's premises for the supply of the Services; and
- 7.1.5 comply with any additional obligations as set out in the Specification.

8 Warranty

8.1 Domino warrants that the Goods manufactured by it will (save as provided in Conditions 8.2 and 8.6 below) conform to the Specification (insofar as it applies to the Goods) and be free from defects in materials and workmanship for the applicable period set out in the relevant quotation issued by Domino or if no period is so set out then for the period of 12 months from delivery.

8.2 The following table sets out the exceptions from the warranty described in Condition 8.1:

Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
Printers	Warranty excludes all cases of physical failures of any Wear Parts (defined below) included with or otherwise supplied for use with any such printer (and whether the relevant printer is supplied as a new or used printer), with the exception only of "out of the box" failure at time of installation or proposed installation, and whether or not the relevant item is supplied at the same time as a printer with which it is to be used or supplied separately as a spare or replacement part.	
"Wear Parts" (as referred to in these Conditions) means such parts as are expected to be routinely changed as part of a servicing and maintenance program including and together with (in each case without limitation) any of the following: nip rollers, UV bulbs, UV reflectors, quartz glass (for any UV lamp units), web cleaning sheets, corona charge electrodes, static emitters, chiller filters, and (without prejudice to the operation of Condition 8.4 below) any of the following: doctor blades, ink knives, ink rollers, sleeves, anilox rollers as used in flexo printing station(s).		
Print Head Modules for digital printers	The warranty applicable to such print head modules applies (whether or not contained in a used, demo or refurbished printer) only in the case of the following defects/failings (and not further or otherwise): (i) a deviation in the ink drop size (DS) within DS3 and DS4 in circumstances where the nozzle plate is cleaning correctly (so that, for example, there are no nozzles covered in any ink after a clean) and no	

Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
	<p>damage or scratches to the nozzle plate are in existence;</p> <p>(ii) an electrical failure (within the relevant Product) which causes the print head module to become unusable;</p> <p>(iii) an "out of box" failure.</p> <p>Print head modules that are replaced under warranty will be covered for the remainder of the warranty period that applied to the originally supplied print head module (which was the subject of a warranty claim) or, if longer, for a term of one (1) month from the date of supply of the replaced print head module.</p> <p>Without prejudice to the limited scope of the warranty set out above in this section 'Print Head Modules for digital printers', the following are, without limitation, examples of matters that are not covered by the warranty given in respect of such print head modules:</p> <p>(i) physical damage to a nozzle plate, such as (for example and without limitation) dents or scratches caused by incorrect operation of the relevant press or media splices;</p> <p>(ii) deviations within DS1 and DS2 (whether or not the nozzle plate is cleaning correctly, and whether or not there is any damage to, or scratches present on, the nozzle plate);</p> <p>(iii) blocked nozzles – missing jets, i.e. a jet not present in the test nozzles' pattern;</p> <p>(iv) any mechanical damage (whether or not it manifests itself as dents or scratches in an area of deviation);</p> <p>(v) contamination on the nozzle plate (for example the presence of any fibres in the nozzles, or oil, grease, glue, cured ink etc. appearing on the nozzle plate).</p> <p>If a print head module</p>	

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Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
	needs to be replaced then the Purchaser must in any event purchase a replacement print head module from Domino before there can be any determination as to whether or not the failing in the relevant print head module is one for which Domino has any liability under the foregoing warranty. If, the Purchaser having proceeded to purchase a replacement print head module from Domino, it is determined by Domino that the defect in the original print head module is one that is covered by the said warranty then Domino shall be entitled to satisfy its obligation and liability in respect of the relevant warranty claim by providing the Purchaser with a credit equal to the purchase price paid by the Purchaser to Domino for the replacement print head module.	
Ribbons and all fluids – including ink, make-up, flush and wash		The period from delivery of the same to the Purchaser until the expiry of the <i>shelf life</i> stated by Domino on the relevant item (or on that item's packaging) and whether expressed as an expiration date, use by date, or any similar expression intended to denote the last date for use.
Used, Demo and Refurbished Printers		Three (3) months from date of delivery.
Software	Software developed by Domino is licensed, not sold, by Domino to the Purchaser pursuant to the terms of the applicable software licence included with, or presented upon installation of, such software. Domino warrants that the media on which the software is recorded will be free of defects in workmanship and material under normal use for the period stated in the next column of this row. Domino warrants that any software developed by	Thirty (30) days from the date of delivery. Ninety (90) days from delivery.

Relevant Goods	Exceptions to ambit of warranty in Condition 8.1	Warranty period if not as provided for in Condition 8.1
	Domino and supplied to the Purchaser under the Contract will perform in substantial compliance with its specifications for the period stated in the next column of this row. The Purchaser acknowledges and agrees that Domino does not warrant that the functions contained in the software will meet the Purchaser's requirements or operate in the combination that may be selected for use by the Purchaser, nor that the operation of the software will be uninterrupted or error-free or that all defects in the software will be corrected.	

- 8.3 In the case of any breach of warranty set out in Condition 8.1 then Domino shall at its option repair such defects, replace the relevant Goods or refund such sums as the Purchaser has paid to Domino in respect of such Goods. Except as provided in this Condition 8.3, Domino shall have no liability to the Purchaser in respect of the relevant Goods' failure to comply with the warranty set out in Condition 8.1.
- 8.4 Domino is not the manufacturer of any third party products supplied by Domino under the Contract and makes no warranty with respect to such third party products, and which are provided by Domino "AS IS." Notwithstanding the foregoing, to the extent permitted under any applicable terms, Domino will pass through to the Purchaser any warranty or indemnity offered by the original manufacturer with respect to third party products the benefit of which can lawfully be assumed by the Purchaser. Repair or replacement, in whole or in part, of third party products which fail due to faulty manufacture or design is (if so available) only available from the original manufacturer under any effective and applicable warranty terms of that manufacturer, and the Purchaser's sole remedy for breach of any such warranty, to the extent available, shall be against the original third party manufacturer and not against Domino. Domino must be consulted to approve the return of products for replacement or repair under the original manufacturer's warranty.
- 8.5 Third party software supplied by Domino is licensed, not sold, by the third party licensor thereof pursuant to the terms of the applicable software licence included with, or presented upon installation of, such software. Domino is not the developer or licensor of such third party software and makes no warranty with respect to such third party software, which is provided by Domino "AS IS." Notwithstanding the foregoing, to the extent permitted under any applicable terms, Domino will assign or pass through to the Purchaser any warranty or indemnity offered by the licensor with respect to such third party software. Any warranty service due to defects in third party software or non-conformance of such software with any applicable documentation is only available from the third party licensor under its warranty terms, and the Purchaser's sole remedy for breach of any such warranty, to the extent available, shall be against the third party licensor and not against Domino. In the event that the third party software causes any of the Goods (including software developed by Domino) manufactured by Domino to fail to perform in substantial compliance with the Specification, Domino's sole liability, and the Purchaser's sole remedy, shall be for Domino to use commercially reasonable efforts to attempt to provide the Purchaser with a workaround and assist the Purchaser in contacting the licensor for warranty service.
- 8.6 Domino shall be under no liability under any of the above warranties:
- 8.6.1 arising from any drawing, design or specification supplied by the Purchaser;
- 8.6.2 arising from improper installation, storage, use, modification or operation including but not limited to the use of inks and other fluids not supplied by Domino.
- 8.7 Domino warrants that it will carry out the Services in accordance with the Specification (insofar as it applies to the Services) and with reasonable care and skill. If Domino is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.

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8.8 Except as provided in Condition 8.7, Domino shall have no liability to the Purchaser in respect of the Services' failure to comply with the warranty set out in Condition 8.7.

9 Intellectual property rights

9.1 All intellectual property rights ("IPR") in or arising out of or in connection with the Services (other than IPR in any materials provided by the Purchaser) shall be owned by Domino.

9.2 The Purchaser grants Domino a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Purchaser to Domino for the term of the Contract for the purpose of providing the Services to the Purchaser.

9.3 If the output of any of the Services includes any IPR then Domino grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully paid-up, non-exclusive, royalty-free licence to use the same solely and exclusively for the purpose of receiving and using the Services and such output in its business but not further or otherwise.

9.4 The Purchaser shall not sub-licence, assign or otherwise transfer the rights granted by Condition 9.3.

9.5 The reference to intellectual property rights in this Condition 9 includes copyright and rights in computer software.

10 Exclusion of implied warranties etc, and Limitation of Liability

10.1 Except as set out in these Conditions all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

10.2 The restrictions on liability in this Condition 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including (without limitation) liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.4 Domino has given commitments as to compliance of the Goods and Services with relevant specifications in Condition 8.1 and Condition 8.7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.5 Subject to Condition 10.3, in no circumstances shall Domino be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental, indirect or consequential loss or for any of the following types of loss (whether or not incidental, indirect or consequential): loss of profits, loss of sales or business, loss of revenue or goodwill, loss of anticipated savings, or loss of use or corruption of software, data or information and nor shall Domino be liable to the Purchaser for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.

10.6 If notwithstanding the provisions of these Conditions Domino is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services that liability shall in no event exceed the price paid for such Goods or Services that give rise to the claim.

10.7 This Condition 10 shall survive termination of the Contract.

11 Use of inks in relation to food contact materials

11.1 The Purchaser acknowledges and agrees that:

11.1.1 the use of Domino's ink products ("Domino Ink Products") in food packaging applications is subject to important restrictions and agrees that the Purchaser alone is solely responsible (to the entire exclusion of Domino) for determining (1) which regulatory requirements apply to any use it may make of Domino Ink Products for food packaging and (2) that such use complies with all applicable regulatory requirements. Such regulations include (in each case without limitation): in the United States, 21 CFR Parts 170-186 and, in the European Union, and Northern Ireland, Regulation (EC) No 1935/2004 and Regulation (EC) No 2023/2006 and in Great Britain, the Materials and Articles in Contact with Food (Amendment) (EU Exit) Regulations 2019 (in each case as such regulations are from time to time amended, extended or re-enacted);

11.1.2 Domino Ink Products are not (unless, in relation to a specifically identified ink product, Domino has expressly stated otherwise in writing, and directly to the Purchaser) approved for (and are not intended for) contact with food and accordingly they must not be used where such contact might reasonably be expected to occur, whether by off-set, migration or otherwise;

11.1.3 where Domino has stated that any particular Domino Ink Product is approved by Domino for use on a specified food packaging material, it shall nevertheless be the Purchaser's sole responsibility (to the entire exclusion of Domino) to verify that such particular Domino Ink Product can lawfully and safely be utilised (with such specified food packaging material) in conjunction with

the specific foodstuffs intended by the Purchaser to be contained within such packaging, and that the manner and/or environmental conditions in which the Purchaser may apply that particular Domino Ink Product will not adversely affect whether (in all the circumstances) such particular Domino Ink Product is appropriate for use (including, without limitation, whether the same can in fact be lawfully and safely used).

11.2 The Purchaser further acknowledges that:

11.2.1 such off-set may occur where the printed side of packaging material comes in contact with the food contact side;

11.2.2 such migration may occur when a component of an ink product, especially when not fully cured, passes through the packaging material to come into contact with the food.

11.3 The Purchaser further acknowledges and agrees (given the risk of such off-set and/or migration) that any non-food grade inks (included in the Domino Ink Products) should be used only either where there is an effective packaging barrier between that ink and the food, where production ensures that there is no risk of any such off-set or migration or where the Purchaser has unequivocally confirmed through all appropriate testing that any migration is within all the relevant regulatory limits.

11.4 The Purchaser further acknowledges that Domino may (in respect of the Goods, or some of them, which are the subject of the Contract) have provided the Purchaser with a document or documents entitled '*Food Packaging Use of Inks - ...*' and which sets out some general guidance in relation to the use of certain Domino Ink Products in food packaging applications in a certain territory or territories ('Guidance'). Where such document(s) have been supplied then the Domino Ink Product(s) to which those document(s) are stated to relate will be those which Domino has advertised as the Domino Ink Product(s) to be used with the relevant Goods (supplied pursuant to the Contract), and the territory or territories so stated in those document(s) will include those which the Purchaser has notified Domino as being the only territory or territories in which the relevant Goods (supplied pursuant to the Contract) are to be used with the stated Domino Ink Product(s). The Guidance (if any) is given by Domino in good faith but Domino gives no warranty in relation to the same and nor does it include any representations upon which the Purchaser should rely. The Guidance is provided entirely without prejudice to the foregoing provisions of paragraphs 11.1 to 11.3 (inclusive) of this section 11 and which shall prevail in their entirety to the exclusion of the Guidance.

12 Filter Selection

12.1 The Purchaser acknowledges that the Goods may include filters ('Domino Supplied Filters') for use with either other Goods or other equipment, including filters for use in the extraction (from the air or otherwise) of particulates and/or fumes arising from the use of those other Goods or equipment and which particulates and/or fumes may (in the absence of effective extraction) be harmful to individual persons.

12.2 The Purchaser acknowledges and agrees that it alone is solely responsible (to the entire exclusion of Domino) for determining which particular one or more of the Domino Supplied Filters is appropriate to use for the purposes of such extraction in the Purchaser's particular operating environmental conditions, and for the particular particles or fumes arising or which may arise from the Purchaser's use of the relevant Goods or other equipment with the particular substrates and/or other materials chosen by the Purchaser.

12.3 If Domino at any time states that any particular Domino Supplied Filter is one that may be appropriate for use with one or more of the other Goods or such other equipment in conjunction with some particular type of substrate or other material that the Purchaser intends to use then, nevertheless, the Purchaser acknowledges and agrees that such statement will (whilst made in good faith) have been made without obligation or liability on the part of Domino and that it shall still be the Purchaser's sole responsibility (to the entire exclusion of Domino) to verify that such particular Domino Supplied Filter will be sufficiently effective at removing (from the Purchaser's relevant operating environment) an adequate amount of the resulting particulates and/or fumes such that the working environment for the Purchaser's personnel is entirely safe and neither the Purchaser nor any other person is exposed to any potential liability to any such personnel or other persons as a result of the presence of such particulates and/or fumes.

13 Sanctions and Export Control

13.1 The Purchaser acknowledges that Domino and each of the other companies in the Domino Printing Sciences plc group of companies – together the "Domino Companies" – are strongly committed to, and place a high priority on, full compliance with applicable export, trade and sanctions controls, including those of the UK, the EU and the US. Each of the Domino Companies requires all of their business and trading partners also to apply the highest standards in compliance with these controls.

13.2 The Purchaser agrees to fully comply with all applicable export, trade and sanctions controls and not to export, re-export, sell, supply, transfer or

otherwise release products, software or technology (jointly "products") of any of the Domino Companies, whether by themselves or incorporated in or combined with other products or items, without having conducted the necessary export, trade and sanctions controls compliance checks and obtained the respective authorisations from competent authorities where required. The Purchaser shall document export, trade and sanctions controls checks in relation to Domino Companies' products (including without limitation the Goods) and related transactions and services, and shall keep such records for all relevant statutory period(s).

- 13.3 The Purchaser agrees not to export, re-export, sell, supply, transfer or otherwise release any of the Domino Companies' products (including without limitation the Goods), whether by themselves or incorporated in or combined with other products or items, to or for use in countries or by a natural or legal person subject to military or economic sanctions (whether or not such sanctions bind the Purchaser) without prior written approval by Domino.
- 13.4 The Purchaser agrees not to export, re-export, sell, supply, transfer or otherwise release Domino Companies' products (including without limitation the Goods), whether by themselves or incorporated in or combined with other products or items, for use in applications linked to weapons of mass destruction or missiles carrying such weapons, or for use by or for a military institution in countries subject to military embargos (whether or not such embargos bind the Purchaser) without prior written approval by Domino.
- 13.5 The Purchaser agrees to inform Domino without delay of any failure to comply with applicable export, trade and sanctions controls or the above approval requirements. In such cases, the Purchaser shall take all necessary measures, including, if appropriate, disclosure to competent authorities, to remedy any violations, in full transparency vis-à-vis the Domino Companies.
- 13.6 The Purchaser acknowledges and agrees that deliberate, negligent or repeated violation of export, trade and sanctions controls or of the above approval requirements, failure to remedy a violation and not being transparent about the former vis-à-vis Domino Companies constitute factors that entitle Domino to cancel any relevant contractual relationship with immediate effect. The Purchaser acknowledges and agrees that it may become liable in these cases for any damages incurred by Domino or any of the other Domino Companies, including without limitation, for lost profit.
- 13.7 This Condition 13 shall apply notwithstanding any other terms of the Contract and shall survive any expiration or termination of the Contract.

14 Force Majeure

- 14.1 Domino shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond Domino's reasonable control. In such events Domino may, without liability to the Purchaser, reasonably vary the terms of the Contract including but not limited to extending the time for performing the contract by a period of at least equal to the time lost due to such an event.

15 Termination

- 15.1 Domino may at any time by notice in writing to the Purchaser terminate the Contract with effect from the date of service of such notice if:
- 15.1.1 the Purchaser commits a material breach of the Contract which breach is not (in Domino's opinion) capable of remedy; or
 - 15.1.2 the Purchaser commits a material breach of the Contract and (if in Domino's opinion such breach is capable of remedy) fails to remedy such breach within 14 days after Domino has given written notice to the Purchaser identifying the breach and requiring it to be remedied; or
 - 15.1.3 the Purchaser is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.
- 15.2 Upon termination or expiry of the Contract the Purchaser must pay to Domino any charges due but unpaid and, in respect of Services and Goods supplied but for which no invoice has been submitted, Domino shall submit an invoice, which shall be payable by the Purchaser immediately on receipt.
- 15.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of any of Domino and the Purchaser that have

accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 15.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry of the Contract shall continue in full force and effect.

16 Miscellaneous

- 16.1 The parties will at all times comply with the provisions of the UK Bribery Act 2010 in all dealings with each other. Any breach of this obligation shall be considered a material breach of the Contract which is not capable of remedy.
- 16.2 Both parties will comply with all applicable requirements of the Data Protection legislation (namely all applicable data protection and privacy legislation in force from time to time in the UK). This Condition 16.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection legislation
- 16.3 The Purchaser undertakes that it shall not at any time during the Contract, and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Domino (or of any member of the group of companies to which Domino belongs, except that the Purchaser may disclose such confidential information:
- 16.3.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the Purchaser's rights or carrying out its obligations under or in connection with the Contract (subject to ensuring that its employees etc to whom it makes such disclosures comply with this Condition 16.3; and
 - 16.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.4 The Purchaser shall not use Domino's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 16.5 Domino shall be entitled to sub-contract any or all of its obligations under the Contract and to assign its interest in the Contract and the Purchaser shall at Domino's cost do all such things as may be necessary to enable Domino to so assign the Contract.
- 16.6 If a Court, tribunal or administrative body of competent jurisdiction finds that part of the Contract is wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that part may be regarded as removed. The rest of the Contract will continue in full force and effect.
- 16.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 16.8 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.9 The Purchaser acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Purchaser agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 16.10 Failure or delay by Domino in enforcing or partially enforcing any provisions of the Contract will not be regarded as a waiver of any of its rights under the Contract. If Domino waives any breach of, or any default under, the Contract, this will not be regarded as a waiver of any subsequent breach or default. It will not affect the other conditions of the Contract. A waiver is valid only if communicated in writing.
- 16.11 Where the Purchaser consists of more than one person or entity, each is jointly and severally liable for its obligations and liabilities under the Contract.
- 16.12 Any notice sent in accordance with these Conditions must be in writing and served by hand or by registered post. The address for service for each party is the registered office address of the receiving party, or if the Purchaser does not have a registered office address, its trading address.
- 16.13 The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.14 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
- 16.15 Each of Domino and the Purchaser irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.