

Goods ordered on this Purchase Order must arrive at Domino Laser GmbH no later than the above mentioned delivery dates!

We would appreciate a prompt order acknowledgement.

Terms and conditions for the supply of goods to Domino Laser GmbH

1. Important Proviso

The provisions set out below only apply to the supply of products ('Relevant Products') where Domino and the Supplier (each as defined below) have not already entered into a signed written purchase agreement (or written supply agreement) relating to the supply of those Relevant Products.

2. Definitions

2.1 In these terms and conditions the following definitions apply.

"Conditions":	the terms and conditions set out in this document.
"Contract":	the contract between Domino and the Supplier for the sale and purchase of the Products in accordance with these Conditions.
"Customer":	Domino Laser GmbH incorporated in Germany whose principal place of business is at Fangdieckstraße 75a, D-22547 Hamburg, Germany.
"Order":	Domino's order for the Products.
"Products":	the goods, or any part of them, set out in the Order or as otherwise identified by Domino to the Supplier.
"Specification":	any specification for the Products (including any related plans and drawings) that is agreed in writing by Domino and the Supplier.
"Supplier":	the party from who Domino purchases the Products.

3. Basis of contract

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Should inconsistencies occur between Domino's terms and conditions of purchase and your terms of supply and sale, the Code of Commercial Law and the German Civil Code shall apply in the case of the relevant inconsistent terms and/or condition.

4. Supply of the products etc.

4.1 Without affecting any of Domino's other rights and remedies (including, without limitation, the benefit of all warranties and conditions implied in favour of Domino by law), the Supplier shall ensure that the Products shall:

4.1.1 correspond with their description and any applicable Specification (and the Supplier shall make no change to specifications, materials, material suppliers, formulations or processes used in the manufacture of the Products without Domino's prior written consent;

4.1.2 be free from defects in design, workmanship and materials and remain so for 24 months after delivery;

4.1.3 be of best quality (including without limitation all workmanship carried out in respect of the Products), fully operational, merchantable and fit for the intended use by Domino.

4.2 The Supplier agrees to comply with Domino Printing Sciences plc's Supplier Code from time to time ("Domino Supplier Code"), a copy of which is available on Domino's website:

www.domino-printing.com/Corporate/Download-Area/CSR/Supplier-Code.pdf

If required, we are able to send you a printed copy of the Domino Supplier Code at no additional cost. Domino will notify the Supplier of any changes made to the Domino Supplier Code. Domino shall be entitled to immediately terminate this agreement if Supplier commits a material breach of the Domino Supplier Code.

5. Governing law and 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 laws of the Federal Republic of Germany with the place of jurisdiction in Hamburg.

If you need any information, please feel free to contact us by above-mentioned phone number.

With our best regards,

Domino Laser GmbH

This order has been generated automatically and is valid without a signature!