

**General Terms & Conditions of Purchase of Domino
(To which the supplier agrees by accepting this Purchase order)**

The following terms and conditions shall apply to the supply of Goods and Services under this purchase order.

Where a supply agreement is in place between Domino and the Supplier the terms and conditions of that agreement shall apply to the supply of Goods and Services detailed overleaf.

The Supplier agrees to comply with Domino's Supplier Standard as may be amended from time to time. The standard can be viewed on Domino's website at www.domino-printing.com.

No terms and conditions delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document or communicated in any other way shall apply and the Supplier waives any rights which it might otherwise have to rely on such terms and conditions.

Where the Supplier is required to manufacture Goods to Domino's specification, the Supplier shall make no change to the specification, materials, material suppliers, formulations or processes used in the manufacture of the Goods without Domino's prior written consent.

By acceptance of this purchase order the Supplier commits to the requirements stipulated in the Standard. In case of non-compliance with or rejection of a requirement, the Supplier is obliged to notify the Domino buyer.

Suppliers are required:

- not give or receive bribes in connection with the supply of goods or services to members of the Domino Group.
- to use reasonable endeavours to ensure that their employees, associated companies, agents or suppliers do not give or receive bribes in connection with the supply of goods or services to members of the Domino Group.

For this purpose a bribe means any financial or other advantage given to:

- someone to persuade them to act improperly or to reward them for acting improperly.
- any public official to influence them in carrying out their duties.

Supplier shall conform to the terms and conditions of this Purchase Order including the price, quantity, specifications and dispatch schedules.

Time of delivery shall be regarded as the essence of the Purchase Order. If the supplier shall fail or neglect, to make the delivery within the time and in the manner herein specified Domino shall be at the liberty to cancel the Purchase order and the supplier shall be liable to pay Domino damages for losses incurred.

If however, the supplier is prevented by force majeure to make the delivery within the time and in the manner specified herein Domino shall be at liberty to cancel the Purchase order, without reference to any compensation.

Force majeure for the purposes of this Purchase order shall mean riot, workers strike, mob violence, war, act of god other irresistible force.

The materials to be supplied under this Purchase Order shall comply with all local legislation and regulations.

The Supplier's invoice must comply fully with GST rules.

The prices shown in the Purchase Order are, unless otherwise expressly mentioned, inclusive of all the taxes that may be levied /become leviable either now or latter and Domino will not entertain any other / further claim from any supplier.

The Purchase order shall not be billed at higher prices than quoted on this purchase order or altered in any respect without Domino's written consent.

Prices on the supplier's invoice must agree with prices on this purchase order with subsequent alteration, which Domino has agreed to in writing.

Invoices submitted without prices are subjected to the prices appearing on the purchase order or to subsequent alterations which Domino has agreed to in writing.

The goods should be packed securely according to the nature of material to be supplied and in accordance with the instructions to be given by Domino.

All materials will be subject to Domino's inspection and approval before acceptance.

The responsibility of the raw material/product quality as per company specifications and regulatory requirements rests solely and completely with the Supplier.

Domino at any time is authorised to discard/return the raw material/product not found in accordance to the quality and regulatory requirements.

The Supplier hereby warrants the merchandise and workmanship of material delivered and work performed.

No liability will be assumed for losses or consequences resulting from rejection of material stored temporarily on the Domino's premises. The Supplier will have to make its own arrangements to remove the rejected materials at its own expense either from the Domino's factory or from any other place of storage. Till they are not removed, the rejected materials will lie entirely at Supplier's risk and responsibility. Collection and bank charges, if any, will be to Supplier's account.

This Purchase Order can be cancelled by either of the party by giving 15 days written notice.

Any dispute arising out of this purchase order is subject to the jurisdiction of court in Gurgaon city in the State of Haryana.

