

DOMINO'S PIZZA LLC
GENERAL CONDITIONS FOR PURCHASE ORDER

The following provisions are an integral part of this Purchase Order (this "Order") and Buyer shall not be bound by this Order until Seller executes and returns to Buyer the acknowledgment copy of the Order. Seller shall be bound by this Order and its terms and conditions, which shall supersede all cause of dealing and usage of trade, when Seller executes and returns the acknowledgment copy or when it delivers to Buyer any of the materials order or renders for Buyer any of the services ordered herein. Any terms or provisions proposed by Seller, inconsistent with or in addition to the terms and conditions of the purchase herein contained, shall be void and of no effect unless specifically agreed to in writing and signed by Buyer's authorized agent.

1.0 BUYER

- 1.1 Except as this Order provides to the contrary, the unqualified word "Buyer" refers to Domino's Pizza LLC (DPLLC) or an affiliate or subsidiary of DPLLC. The unqualified word "Consignees" also refers to DPLLC or a subsidiary or affiliate of DPLLC but indicates one or more of the properties, facilities or plants at which Seller is to deliver goods or provide services.

2.0 ACCEPTANCE

- 2.1 The offer made by this Order expressly limits Seller's acceptance to the terms and conditions shown on both sides of this form and on any annexes. If Seller fails to sign and return Seller's acceptance copy of this Order or purports to accept it through the use of a writing that contains terms and conditions in addition to or different from those of this Order, no contract shall result.

3.0 QUALITY

3.1 All goods and/or services must conform to the DPLLC specifications, if any, identified on the face of, or attached to this Order. Seller acknowledges the receipt of a copy of any such specification. The specification relates to goods as delivered to Consignees and/or services performed at the respective properties, facilities or plants notwithstanding any provisions about how or when prices are to be determined.

3.2 Buyer reserves the right to change or revise any specifications in this Order at any time. In the event that Seller is unable to meet such changed or revised specifications at a mutually agreeable price, or in the event that Buyer makes reasonable determination that it does not need the goods or any part thereof and/or services ordered pursuant to this Order, Buyer may immediately cancel this Order or any part thereof upon written notice without prejudice to its other rights. Seller's damages shall not exceed the value of Seller's inventory, goods in process and such other materials that were purchased with the express consent of Buyer for exclusive use in Buyer's goods which are not otherwise usable by Seller.

4.0 PRICING AND NO EXTRA CHARGES

- 4.1 Buyer orders only the goods and services shown on this Order and will pay for them only the prices shown on this Order. Seller shall make no extra charge for additions, substitutions, express, freight, cartage, packing, insurance or for any other causes without obtaining Buyer's prior written consent and Buyer shall not be responsible for any such charges in the absence of its prior written consent.
- 4.2 Buyer will remit payment to Seller within 30 days of receiving any invoice in relation to this Order unless otherwise set forth in this Order.

5.0 SHIPPING

- 5.1 Time of delivery and time of performance are of the essence of this Order. Buyer may rescind the Order in its entirety or terminate the Order if Seller fails or neglects to deliver any part of the goods or to render any services on time or if all specifications are not fulfilled. The Buyer shall notify Seller when to ship goods and render services. Seller shall make no shipments and render no services except in compliance with such notices unless Buyer expressly directs Seller to do so.
- 5.2 Seller shall be obligated to deliver all goods to a carrier for shipment by carrier to Consignee; if carrier is selected by Seller, Seller shall bear the risk of loss until goods are received by Buyer unless otherwise specified in terms such as F.O.B., C.I.F., or C&F.

6.0 CANCELLATION

- 6.1 Buyer's production schedules are based upon the agreement that goods will be delivered, or services rendered to Buyer on the dates specified by this Order or manufacturing instructions issued under this Order. If deliveries of conforming goods are not made, or services are not rendered at the time agreed upon, or if all specifications are not fulfilled, Buyer reserves the right to cancel this Order, in whole or in part, or to purchase elsewhere.
- 6.2 Buyer may cancel this Order at any time, for its convenience or for any reason whatsoever, in whole or in part by written notice or verbal notice confirmed in writing to Seller. If so terminated, any claim of Seller shall be settled on the basis of and limited to the reasonable cost incurred by Seller prior to Buyer's notice.

7.0 DELIVERY AND ACCEPTANCE

- 7.1 Goods shall not become delivered to Buyer, and Buyer shall have no final responsibility for or with respect to them, until Buyer receives and accepts such goods after having had a reasonable opportunity to inspect them.
- 7.2 Buyer's acceptance of part of the goods or services shall not prejudice its right to reject any and all goods or services which do not conform to this Order.

8.0 INVOICING

- 8.1 Except as this Order provides to the contrary, Seller shall invoice the Buyer immediately after making each shipment or rendering significant services. When this Order requires Buyer to pay for any costs or charges other than the price of the goods or services themselves, Seller shall attach complete supporting data to its invoice. Any invoice which covers prepaid transportation must be supported by a copy of the Bill of Lading or by a receipted freight bill. Buyer may compute any discount from its receipt of the goods or services or its receipt of any acceptance invoice with all supporting data, whichever comes later.

9.0 COMPLETE SALE

- 9.1 Buyer, its agents, servants, employees, and Consignees, shall be entitled to receive, handle, deal in, and transfer to others all goods and services covered by this Order free of any obligation, direct or indirect, of confidentiality or of a fiduciary relationship. Seller releases all its right, title and interest, if any, in any written or oral communications, concepts, ideas, names, notions, marks or suggestions involved in or touching or concerning this Order, excluding only Seller's patent, trademarks, and copyrights.
- 9.2 Seller guarantees that the use and/or sale by Buyer of the goods covered by or the performance of Seller's services under this Purchase Order will not infringe any patent rights heretofore or hereafter granted, and Seller agrees to indemnify and save Buyer harmless from all costs, expenses, and damages arising out of alleged patent infringement by reason of such use and/or sale and to defend any suit brought against Buyer by reason thereof. Buyer shall not be liable for any claims against Seller by reason of infringement of the like related to Seller's furnishing the goods or Seller's performing its services covered by this Purchase Order in accordance with Buyer's specifications, and Buyer shall have no obligation to hold Seller harmless against any such claims.

10.0 BUYER'S RIGHT RESERVED

- 10.1 Buyer reserves to itself, and Seller shall not acquire, any right, title or interest in any of Buyer's patents, service marks, trade names, trademarks, copyrights, industrial or intellectual property rights or any other rights whatsoever arising out of related to this Order.

11.0 NO ENDORSEMENTS

- 11.1 Without Buyer's prior written consent, Seller shall not name or otherwise refer to Buyer or to any subsidiary affiliate, or division of Buyer, in any of Seller's advertising or promotions and shall not use any trademark, service mark, trade name, brand name, or facsimile of any package, letterhead, invoice or other material that is identifiable with Buyer or with any subsidiary, affiliate, or division of Buyer.

12.0 COMPLIANCE WITH LAW

- 12.1 Seller represents and warrants that all services rendered pursuant to this Order shall comply with all federal, state, and local laws, rules and regulations applicable to the services when and where rendered including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Seller shall at any time, following Buyer's reasonable request, certify such compliance to Buyer in writing.

13.0 HOLD HARMLESS AND INDEMNIFICATION

- 13.1 Seller agrees to forever indemnify and hold harmless Buyer, its affiliates, officers, employees, representatives, franchisees and agents, from and against all claims, suits, damages, losses, liabilities, or expenses of any kind, including reasonable attorneys' fees, involving death or injury, damage to property, or any other harm or loss, which arises out of or results from the negligence or other act or omission of Seller, its affiliates, officers, employees, representatives, agents or contractors, in the performance of the Order.

14.0 INSURANCE

- 14.1 Seller shall maintain commercial general liability, automobile liability, errors and omissions or professional liability each with a limit of at least \$1,000,000 per each claim and \$1,000,000 annual aggregate, employer's liability and worker's compensation with limits as required by law, and any other coverage required under local law, and on all certificates for coverage under, shall: (i) name Buyer and its parent company, affiliates and franchisees as an "Additional Insured", including without limitation, as an insured with respect to third-party claims or actions made or brought directly against Buyer or against Buyer and Seller as co-defendants and arising out of or in connection with the Order; (ii) be written as a primary policy not contributing with any other coverage which Buyer may carry; and (iii) stipulate that Buyer shall receive thirty (30) days' prior written notice of any cancellation or reduction in coverage; provided that such cancellation or alteration shall not relieve Seller of its continuing obligation to maintain insurance coverage

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as set forth herein.

15.0 TAXES

- 15.1 Buyer shall not be liable for any federal, state or local taxes unless separately stated on this Order and billed as a separate item. No sales/use tax shall be added when an exception is indicated on the face of this Order.

16.0 NONDISCLOSURE

- 16.1 All information obtained from either party shall be considered and treated by each party as confidential and shall only be used in the implementation of this Order and such information shall not be disclosed bany third party and only to such employees with a need to know. This obligation shall continueafter completion or termination of this Order.

17.0 NO ASSIGNMENT

- 17.1 Seller shall not assign this Order or its performance without the prior written consent of Buyer. Anyattempted assignment without consent shall be null and void.

18.0 CHANGES

- 18.1 No alleged amendment, modification, termination, or waiver of this Order shall be binding unless it is set out in writing and signed by the party against which it is sought to be enforced.

19.0 NO WAIVERS

- 19.1 Buyer's failure at any time or from time to time to require strict compliance by Seller with this Order shall neither waive nor prejudice Buyer's continued right to insist upon due and timely performance of this Order and to avail itself of all remedies provided by law or by this Order.

20.0 HEADINGS

- 20.1 All article and section headings are for reference purposes only and are not part of this Order.

21.0 GOVERNING LAW

- 21.1 This Order shall be governed by the law (federal and state) applicable within the State of Michigan. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY. The parties each hereby irrevocably consent to the jurisdiction of the courts of the State of Michigan for all purposes in connection with any action or proceeding which arises out of or relates to this Order or the transactions contemplated hereby and agree that any action instituted under this Order shall be brought only in the state or federal courts of the State of Michigan.

20.0 FORCE MAJEURE

- 20.1 Neither party shall be liable to the other for the consequences of force majeure, providing, however, if Seller at any time becomes unable to duly and timely perform this Order for a period of 10 days ormore, Buyer shall be entitled to terminate the Order, in whole or in part, on written notice to Seller.

21.0 LIMITATION OF LIABILITY

- 21.1 IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL BUYER OR BUYER'S PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, EMPLOYEES OR AGENTS BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, WHATSOEVER FOR ANY REASON, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY BUYER OR BUYER'S PARENT COMPANIES, SUBSIDIARIES, AFFILIATES OR ITS EMPLOYEES OR AGENTS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION BY WHICH SUCH LOSSES OR DAMAGES MAY BE CLAIMED.

22.0 LICENSES

- 22.1 Seller holds all licenses required under applicable law to perform the services or deliver the goods in each of the jurisdictions where the services are to be provided or the goods to be delivered.

23.0 SAFETY

- 23.1 Seller shall use properly trained, qualified personnel and incorporate safeguards, rules and procedures which will minimize the risk of any personal injury to Buyer's employees, Seller's employees, subcontractors or other visitors or guests at Buyer's properties, facilities, or plants and the loss of, or damage to, Buyer's property and equipment during the performance of the services; and upon Buyer's request, Seller shall furnish Buyer documentation of training of all applicable employees and subcontractors with respect to: a) the applicable legislation, and b) for each piece of equipment to be operated.
- 23.2 Seller's personnel shall be responsible for providing and maintaining a clean, safe and healthy workplace where all hazards, unsafe acts and/or similar conditions are identified, analyzed and controlled or eliminated immediately. Seller shall document procedures for the remediation of such hazards, acts or conditions in its health and safety program.
- 23.3 Seller shall notify Buyer forthwith of any accident or incident at Buyer's properties, facilities, or plants, or of any orders or notices issued by statutory or regulatory authorities with respect to Buyer's properties, facilities, or plants. Seller shall provide to Buyer a completed incident investigation report for any incident promptly upon request.

24.0 NO LIENS

- 24.1 Seller represents and warrants that all work shall be provided free and clear of any liens, imperfections in title, claims, charges, damages, security interests, restrictions or other encumbrances. The services shall be provided free and clear of any liens, claims, charges, damages, security interests, restrictions or other encumbrances.

25.0 WARRANTY

- 25.1 With respect to the goods and services that are the subject of this Order, Seller expressly warrants for the warranty period of 12 months as follows: (a) such goods and services shall strictly conform to the requirements of this Order, including all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples provided hereunder; (b) the goods and services shall be free from latent or apparent defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to goods free and clear of any liens, encumbrances, charges and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; (f) all services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; and (g) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification.
- 25.2 If Buyer experiences any defect, failure or non-conformity during the warranty period, Buyer shall have the right to require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation, and installation costs and any and all incidental expenses relating thereto.