

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 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 facilities or plants at which Seller is to deliver goods.

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 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 at the respective 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 Specification 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 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 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 other causes without obtaining Buyer's prior written consent.

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.
- 6.1 Buyer may cancel this Order at any time, for its convenience, 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 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 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 arising out of related to this Order.

11.0 NO ENDORSEMENTS

- 11.1 Without Buyer's prior written consent, Seller shall not 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 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, 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 officers, employees 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, which arises out of or results from the negligence or other act or omission of the Seller, its officers, employees, 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 this Agreement; (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 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 shall not disclose same to any third party but only to such employees with a need to know. This requirement shall continue after 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. Any attempted 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. To the maximum extent permitted by law Buyer and Seller waive any right to trial by jury. Without prejudice to the jurisdiction of courts elsewhere, Buyer and Seller, and each of them consent to be sued in Michigan in any action suit, or proceeding invoicing this Order.

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 duly and timely to perform this Order to a period of 10 days or more, Buyer shall be entitled to terminate the Order, in whole or in part, on written notice to Seller.
