# GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALE

## 1. Applicability of our Terms and Conditions of Delivery and Sale to the exclusion of all others

All sales and services offered by Domino Deutschland GmbH (hereinafter referred to as Domino), whether in the context of a current or a future business relationship, are subject exclusively to the following terms and conditions. Any terms and conditions of the customer shall be included in the contract only if Domino has consented to their applicability in writing. This shall also apply if Domino carries out deliveries to the customer without reservation in the knowledge of any conflicting terms and conditions of sale of the customer or of such conditions which deviate from its own. If a customer should not agree to the above, it must immediately inform Domino thereof in a separate letter. In this event, Domino can withdraw its offer at any time.

Should a matter not be regulated by these Terms and Conditions of Delivery and Sale or in an individual contract, or should a provision of these terms and conditions be ineffective, the statutory regulations shall apply. In no case shall the customer's terms and conditions apply in this regard unless Domino expressly consents in writing to the applicability thereof. The present terms and conditions apply only to enterprises within the meaning of section 310 (1) of the German Civil Code (BGB).

## 2. Conclusion of the contract and offer documents

The written order confirmation from Domino shall be decisive for the content of the contract. In the absence of any agreement to the contrary, the documents belonging to the offer shall not constitute warranted properties. If the order confirmation should differ from the order on the grounds of changes to design or form that are due to improvements in the technology or, as the case may be, statutory requirements, and if it is reasonable to expect the customer to accept this deviation, the order confirmation shall nonetheless be binding if the customer does not object to it within 8 days of receipt thereof. Domino generally issues order confirmations and offers electronically, and these are also valid without a signature.

Domino reserve proprietary rights and copyrights to samples, cost estimates, drawings and the like which are created by us or sent by us, either electronically or in paper form. Third parties shall not be granted access to the above-mentioned documents. This applies in particular to documents which are marked as "confidential".

## 3. Delivery and insurance

Unless otherwise agreed, the despatch schedules listed in the order confirmation shall be non-binding. Domino shall be liable pursuant to the statutory provisions if the underlying contract is a commercial transaction for delivery by a fixed date, particularly within the meaning of section 376 of the German Commercial Code (HGB).

In the absence of any other instructions from the customer, Domino shall deliver the contractual objects to the customer's registered office. If Domino cannot establish a delivery address, or if the customer does not accept the purchase object, Domino can choose to store the object either on its own premises or in a warehouse.

The customer shall bear any costs that arise in this connection, including costs of transport and insurance.

Should the object be stored at Domino's premises, warehousing fees at the standard market rate shall be deemed to have been agreed.

The customer is aware that the equipment supplied may be subject to export monitoring by the German Federal Office for Economic Affairs and Export Control (BAFA). The customer shall observe the relevant BAFA rules for industry in the event of the possible export of the supplied equipment. Protective devices and equipment shall be supplied only if this has been expressly agreed.

## 4. Prices

The prices listed in the order confirmation are quoted ex works, excluding value-added tax, delivery costs, packaging, insurance and other ancillary costs. These prices shall be fixed for the duration of 6 weeks from the date of the order confirmation. Domino reserves the right to change the prices if, after conclusion of the contract, its own costs should decrease or increase, especially due to collective bargaining agreements or changes to material prices. If requested to do so, Domino shall provide evidence of the above to the customer.

In the event of the agreement of duty-free prices, the customer shall send Domino the necessary customs documents. Should the customer fail to honour this obligation, or should it retrospectively transpire that it was impossible to export the goods duty-free for other reasons, the customer shall be liable for this.

## 5. Payment terms and conditions

Invoices are payable net within 30 days of the invoice date. The customer shall ensure in its payment of invoices that the invoice amount is credited to Domino's bank account within 30 days of the invoice date. All payments must be made by bank transfer; Domino is not obliged to accept cash payments, cheques or bills of exchange.

If the customer should default on payments, Domino shall be entitled pursuant to section 288 (2) BGB to charge default interest at the rate of 9% above the base interest rate in effect at the time and to require payment of a lump sum pursuant to section 288 (5) BGB. Domino may assert further claims for compensation.

## 6. Quality tests

Domino's products are meticulously inspected and subjected to standardised tests prior to delivery. If the customer should wish additional tests to be carried out, these must be paid for separately. If the customer should wish to be present for the execution of tests but should fail to appear for an appointment which has been agreed in writing, Domino shall be entitled upon the expiry of one week after notification of completion to carry out the desired tests, also in the absence of the customer.

Should these tests reveal no grounds for complaint, the object in question shall also be deemed to have been approved by the customer even if the latter did not take part in the test.

## 7. Right of retention, offset

Domino reserves the right to retain ordered goods or services until such time as any payment obligations of the customer to Domino from other orders have been settled in full. Domino shall inform the customer accordingly of any exercise of the right of retention.

The customer shall have the right to offset payments against claims of its own or withheld payments only in the case of receivables which have been acknowledged by Domino or established with res judicata effect by a court of law. The customer shall have a right of retention if its counterclaim is based on the same contractual relationship.

## 8. Transfer of risk and ownership, reservation of title

Risk shall pass to the customer with the provision of the goods for collection by the same if an obligation to collect has been agreed. Otherwise, the risk shall pass to the customer with the handover of the goods to a forwarder or shipper, at the latest when the goods leave Domino's warehouse.

If, in exceptional circumstances, the customer's registered office is agreed as the place of performance and fulfilment, the risk of accidental destruction or deterioration of the goods shall also pass to the customer, even if it should declare its refusal to accept them. Insurance cover shall be provided only at the customer's express written request and expense.

All goods shall remain the property of Domino until such time as all the latter's outstanding invoices to the customer have been settled in full, including those for other transactions. The customer shall be entitled to sell on the goods subject to reservation of title in the course of ordinary business transactions. In anticipation of its exercise of this right, it hereby assigns to Domino all receivables, including ancillary rights, arising from the sale in the amount of the final total invoiced by Domino, including value-added tax.

The customer shall treat the purchased goods with care; the goods must in particular be adequately insured against fire and water damage and theft at replacement value and at the customer's expense. If maintenance and servicing should be required, the customer shall carry this work out in good time at its own expense.

In the event of a breach of contract by the customer, with particular reference to default, Domino shall be entitled to withdraw from the contract and take the goods back. Taking the goods back shall always constitute withdrawal from the contract. Domino shall be authorised to exploit the goods after it has taken them back. The proceeds from such exploitation shall be offset against the customer's liabilities less appropriate exploitation costs.

Should the goods be pledged or some other intervention occur which has a deleterious impact on Domino's rights, the customer shall inform Domino thereof in writing without undue delay so that Domino may take legal action pursuant to section 771 of the German Code of Civil Procedure (ZPO).

Should the third party not be in the position to reimburse Domino for the judicial and extrajudicial costs of the suit pursuant to section 771 ZPO, the customer shall be liable for any loss thus incurred by Domino.

## 9. Liability for defects

Domino is entitled to install generally overhauled parts (e.g. laser sources, print modules) in new goods. These generally overhauled parts have the same functional characteristics and service life as new parts. This information forms part of the agreement on the properties of the goods supplied.

Domino is liable for the freedom of its products from physical defects and defects of title and the regularity of its services. Changes to structure and design which do not impair the functionality and value of the goods are reserved and shall not entitle the customer to submit complaints.

Should the object supplied or service provided be defective or a warranted property not exist which was expressly warranted in the order confirmation, Domino shall remedy the defect at its discretion by either repairing the defect or supplying a defect-free item at its cost. Should this not happen within a reasonable period of grace after receipt of the substantiated complaint and should a supplementary period of grace of at least two weeks granted under the threat of withdrawal from the contract expire fruitlessly, the customer shall be entitled to withdraw from the contract concerning the defective object or demand a reduction in the price thereof.

Any claims for defects on the part of the customer shall be subject to the immediate inspection of the purchase object upon delivery or, in the case of services, their scrutiny after the conclusion of the service in question.

If the customer should discover a defect, it must inform Domino thereof in writing without undue delay. In the event of damage to the contractual object caused by third parties or changes made by the customer at its own initiative or by the use of inks or replacement parts which are not approved by Domino, any warranty claims against Domino shall be excluded.

Domino shall be liable for defects to items supplied and services carried out and for malfunctions and material and production faults for a period of 12 months from the date of delivery in the case of the delivery of equipment and software and, in the case of work, for a period of 12 months from the end of the work pursuant to the above-mentioned conditions. In the case of defects to replacement parts, Domino shall likewise be liable for a period of 12 months; only in the case of A-series opaque pump systems, replacement parts for the Bitjet print head and exchange parts shall this period of liability be 6 months, in all cases from the date of delivery. The customer shall also be entitled to a warranty claim in respect of replacement parts exchanged free of charge under a warranty if such a warranty is provided by the equipment in which the parts were installed. The place of fulfilment in warranty cases shall be Domino's headquarters in Mainz-Kastel.

This liability shall be subject to the participation in the training programme offered by Domino of the operator's operating personnel. If this training has not been completed, the assumption will be that the defect can be attributed to an operating error. The burden of proof to the contrary shall rest with the customer.

## 10. Limitations of liability

Where Domino is liable in the processing of a contract, all statutory and contractual claims which might be asserted against Domino shall be governed by the following regulation:

1. Domino shall be liable without limitation

- for intent or gross negligence,
- for injuries to life, limb or health,
- pursuant to the provisions of the German Product Liability Act (ProdHaftG), and
- within the scope of a guarantee assumed by Domino.

2. In the case of a breach of obligation caused by minor negligence, where this obligation is essential for the achievement of the contractual objective (cardinal obligation), Domino's liability shall be limited in terms of amount to the foreseeable damage which is typical of this type of transaction. Cardinal obligations are those which give the contract its meaning and on which the customer may rely; these are thus obligations which create the conditions for fulfilment of the contract and are essential for the achievement of the contractual objective.

3. No further liability on Domino's part exists.

4. The limitation of liability in the foregoing shall also apply to the personal liability of employees, representatives and bodies of Domino and to installers and other vicarious agents.

## 11. Installation

Responsibility for installation rests with the customer. If agreement has been reached for us to carry out the installation, our installation and service conditions shall also apply in addition to these General Terms and Conditions. Moreover, the customer shall at its own expense assume responsibility for the prompt provision of:

1. Teams of assistants, such as manual workers and, if necessary, electrical engineers, plumbers and compressed air technicians;

2. The equipment required for installation and commissioning, such as lifting gear, and the necessary items and materials required for installation;

3. Heating, lighting and power, including the required electricity and water connections at the place of installation.

Prior to the installation, the delivered parts must be on hand for the commencement of the installation work, and all preliminary work must be sufficiently far advanced for the installation to commence as soon as the installers arrive and to continue without interruption.

Should the installation or commissioning be delayed as a result of circumstances at the place of installation for which Domino is not responsible, the customer shall pay all the costs of down time and any additional journeys required.

The customer shall hand to the installers written confirmation of the completion of the installation without undue delay. Domino shall be liable only for the proper handling and installation of the delivered objects.

## 12. Force majeure

Domino shall in no case be held responsible for defects and damage for which the customer or a third party are responsible. This also applies to damage caused by force majeure. This includes in particular the following events: War, sabotage, strikes, lockouts, storm, flood, fire, interruptions to the energy supply and epidemics and pandemics. In such cases, Domino may at its discretion withdraw from the contract or require the extension of supply and execution deadlines by an appropriate period. An appropriate period in this case is the period required for the above-mentioned obstacles to be overcome. This also applies if the above-mentioned circumstances should arise for Domino's suppliers. Nor shall Domino be responsible for the circumstances described above if they should arise in the course of an existing delay in delivery.

## 13. Patent rights

Domino shall accept no liability in the event that the goods supplied or their use should infringe patent rights or other industrial property rights of any kind whatsoever.

## 14. Sanctions and Export Control

14.1 The customer 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.

14.2 The customer 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 equipment, without having conducted the necessary export, trade and sanctions controls compliance checks and obtained the respective authorisations from competent authorities where required. The customer 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).

14.3 The customer 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 customer) without prior written approval by Domino.

14.4 The customer 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 equipment, 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 customer) without prior written approval by Domino.

14.5 The customer 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 customer 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.

14.6 The customer 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 customer 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.

14.7 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

14.8 The customer shall undertake its best efforts to ensure that the purpose of Condition 14.7 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

14.9 The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Condition 14.7.

14.10 Any violations of Conditions 14.7, 14.8 or 14.9 shall constitute a material breach of an essential element of this Contract, and Domino shall be entitled to seek appropriate remedies, including but not limited to: (i) termination of this Contract; and (ii) a penalty of 10% of the total value of this Contract or price of the goods exported, whichever is higher.

14.11 The Purchaser shall immediately inform Domino about any problems in applying any of the provisions of this Condition 14 including any relevant activities by third parties that could frustrate the purpose of Condition The Purchaser shall make available to Domino information concerning compliance with the obligations under this Condition 14 within two weeks of the simple request of such information.

14.12 This Condition 14 shall apply notwithstanding any other terms of the Contract and shall survive any expiration or termination of the Contract.

## 15. Choice of applicable law

The business relationship shall be governed exclusively by the law of the Federal Republic of Germany. References to foreign laws shall be invalid. The UN Convention on Contracts for the International Sale of Goods (CISG), in particular, is excluded.

## 16. Place of fulfilment, place of jurisdiction

The place of fulfilment for delivery and payment is Domino's registered office. The exclusive place of jurisdiction for disputes between Domino and the customer is, to the extent permitted by law, the competent court for Domino's registered office.

## 17. Severability clause

Should individual provisions of this contract, including this provision, be ineffective, in whole or in part, or should the contract contain an omission, the effectiveness of the remaining provisions shall be unaffected. The parties shall agree on another effective provision to replace the ineffective clause, where this effective provision shall in normal cases approximate as closely as possible to the economic purpose of the ineffective clause.