

Terms & Conditions



2019

## 1. Definitions

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In this document the following terms shall have the meaning herein specified:

"Agreement" shall mean these General Terms and Conditions of sale and the Confirmed Supply as defined below;  
"Confidential Information" shall mean any information received from the disclosing party acquired in paper, electronic, if marked as "Confidential" or similar or oral form, during the negotiation and execution of the supply and/or distribution of Products;

"Confirmed Supply" shall mean the acceptance in writing by the Customer of MOGU's Offer, in which are defined the quantity and type of Products required, the relevant technical specifications, the Price and delivery dates and other specific conditions agreed between the Parties with relation to a single sale of Products;

"Customer" shall include any individual firm, company or entity entering into negotiation and/or agreement with MOGU in relation to the supply and/or distribution of Products;

"Disclosing Party" shall mean the Party disclosing the Confidential Information;

"Instructions" shall mean the Products instructions (technical datasheet, the installation guide, the care and maintenance guide) to be downloaded from the link present in the Offer and to be considered as annexed to these General Conditions;

"MOGU" shall mean MOGU S.r.l., Via San Francesco d'Assisi 62, Inarzo (VA), 21020 C.F. 03459510123;

"Products" shall mean the list of MOGU's products listed in the Offer and/or listed in Annex A herein;

"Proprietary Rights" shall mean any and all worldwide intellectual property right owned, or available to MOGU, industrial property right, and other similar proprietary right and all rights associated therewith, of any nature whatsoever, whether registered or unregistered, including rights in patents, trademarks, copyrights, trade secrets, rights in unpatented know-how, rights of confidence, industrial designs, technical data, proprietary processes and formulae, algorithms, specification, rights in inventions (whether patentable or not), processes, methods, designs, names, trademarks, products, improvements, or and any registrations and applications therefor and any and all goodwill associated with and symbolized by the foregoing items.

"Price" shall mean the price indicated in the Confirmed Supply for the purchase of the Products;

"Receiving Party" shall mean the Party receiving the Confidential Information.

## 2. Interpretation

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2.1. These General Terms and Conditions of sale ("General Conditions" or "GC") shall apply to any agreement concerning the sale of the Products by MOGU to the Customer (jointly, hereinafter, the "Parties" and severally the "Party").

2.2. These GC form an integral part of the contractual relationship between MOGU and the Customer and apply to all future contractual relationships between the Parties, as well as additional services rendered by MOGU to the Customer with regard to the supply of the Products.

## 3. Products

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3.1. The general terms and conditions of Customer shall not apply, nor become part of the Agreement, even if MOGU does not expressly reject them. With the Confirmed Supply or by signing a contract with MOGU, the Customer expressly waives to apply its own general terms and conditions, thus these GC and the applicable Confirmed Supply shall supersede and prevail over any other contractual terms or conditions exchanged or referred to, within the Parties' business relation, including the Customer's standard terms and conditions, or equivalent document, if any, in whatever form conveyed.

3.2. Any amendments, integrations or waivers to these General Conditions and any differing terms and conditions will not be binding upon MOGU, unless confirmed in writing (i) by a director of MOGU and (ii) with express reference to the provisions of these GC to be amended, integrated or waived.

3.3. These GC are drawn up in English. In case of conflict of interpretation or in case a conflict arises between the provisions of these GC and the provisions contained in a Confirmed Supply or any other contractual document exchanged by the Parties, the provisions of the GC shall prevail, unless otherwise agreed in writing by the Parties.

## 4. Representation

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4.1. The Customer acknowledges that (i) the Products are the result of a transformation process starting from biological materials; (ii) said transformation process is carried out by MOGU pursuant to advanced technical protocols and with the utmost care; (iii) despite MOGU's best efforts, as described under point (ii) above, in a limited number of cases, the transformation process may result in products not conforming to MOGU's standard requirements for its Products ("Defective Transformation Process"). In any case of Defective Transformation Process, MOGU will re-perform the transformation process at its own costs.

4.2. Moreover, the Customer acknowledges that any delay due to a Defective Transformation Process cannot be deemed as MOGU's responsibility and that, as far the overall delay in the delivery does not exceed 30 (thirty) days from the expected delivery date, the Customer will not be entitled to claim compensation or terminate the Confirmed Supply.

4.3. It is understood by the Parties that any and all warranties related to any Products are intended to apply exclusively to the Customer, with the express exclusion of any third party.

## 5. Sample

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5.1. Where a sample of the Products is shown to and inspected by the Customer, the Parties accept that such a sample is so shown and inspected for the sole purpose of enabling the Customer to judge for itself the quality of the Product, and not so as to constitute a sale by sample.

## 6. Validity and Acceptance of the Offer

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6.1. The Parties may exchange, during the preliminary phase of negotiations, documents and materials (eg. Technical descriptions, quotations, etc.) as well as verbal information, which need being confirmed in writing to be considered as relevant information, for the purposes of the negotiations.

6.2. MOGU will send the Customer a formal offer, summarizing all the relevant technical specifications as well as the economic and delivery conditions ("Offer").

6.3. The Offer will be valid for 10 (ten) days, after which term, MOGU may not be held responsible for any variations of technical features, prices or availability of the concerned Product.

6.4. Within the validity term of the Offer, the Customer may accept the terms therein by sending MOGU the Offer duly signed in any and all the required parts by a duly authorized person of the Customer for acceptance.

6.5. The accepted Offer in the manner provided under Section 6.4 shall become a "Confirmed Supply" and, as such, binding to any effects for the Parties.

6.6. The Customer is entitled to terminate, fully or in part, the Confirmed Supply, by registered letter with acknowledgment of receipt or certified email to be sent within and no later than 30 (thirty) days from the Confirmed Supply date. In case of termination, the Customer agrees to pay:

- a) if the termination occurs within 10 (ten) days from the Confirmed Supply, a restocking fee (i) equal to the 30% (twenty percent) of the total amount due for the relevant Products or part thereof; or (ii) pursuant to the concerned provisions contained in the Confirmed Supply, if any, whichever is higher;
- b) if the termination occurs between 11th (eleventh) and 30th (thirtieth) day from the Confirmed Supply, a restocking fee (i) equal to the 60% (sixty percent) of the total amount due for the relevant Products or part thereof; or (ii) pursuant to the concerned provisions contained in the Confirmed Supply, if any, whichever is higher.

6.7. Irrespective of Article 6.6, the Customer is not entitled to terminate, in full or in part, the Confirmed Supply in case the Products have been customized, in any way, for the Customer.



## 7. Price

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7.1. Unless otherwise stated in the Confirmed Supply, the Price is in Euro and does not include taxes (Value Added Tax, e.g., is to be paid additionally by the Customer in the amount specified by the applicable law), direct or indirect (except for taxes levied on MOGU's income), levies, duties, tariffs, or other costs associated with the sale (such as freight or other transportation costs, interest payments), and the Customer must promptly pay all such amounts in full, or reimburse MOGU for any such amount paid on its behalf.

## 8. Payment

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8.1. Unless otherwise specified in the Confirmed Supply, the Price shall be paid by the Customer at date of issuance of the invoice date and in accordance with the following terms:

- (A) 50% down payment. The invoice will be issued upon MOGU's Offer acceptance;
- (B) 50% at Products ready for shipment.

Payment shall be considered to have been made on the day the payable sum is received by MOGU.

8.2. Any delay of payment by Customer (except where such delay is caused by MOGU failing to send a valid invoice in time) shall entitle MOGU to suspend the supply of the Product and/or delay the fulfilment of any of its obligations under the Agreement without prejudice to other remedies.

8.3. In the event of non-payment on the amounts invoiced within the terms stated in the Confirmed Supply, the Customer shall pay interests and/or late charges in compliance with Legislative Decree 231/2002.

## 9. Delivery

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9.1. Unless otherwise agreed in writing by the Parties, the delivery of the Product will be done EXW (Incoterms 2010) at MOGU's point of shipment, Via San Francesco 62 21020 Inarzo (VA) ITALY.

9.2. Unless differently provided by the Confirmed Supply, all shipments will be made by Parcel Post, Railway Express, Air Express or Air Freight, at MOGU's sole discretion.

9.3. In case for the shipment or the delivery of the Products it is deemed necessary to have, collect and/or hold any authorizations or permissions from local authorities, such authorizations or permissions shall be obtained at the Customer's care and expenses.

9.4. All shipment/delivery dates reported in the Confirmed Supply are to be deemed an estimate and are not guaranteed unless otherwise agreed in writing by the Parties. In any case, although MOGU will use its best efforts to meet any agreed deadline, a delay up to 7 (seven) working days may be considered as an acceptable variation of the agreed delivery date.

9.5. Without prejudice to the foregoing, MOGU will not in any circumstances be liable for any delay due to any cause beyond MOGU's immediate control, including (without limitation) Force Majeure (as defined in Section 15) or by acts or omissions of the Customer (e.g. the lack of indications necessary for the execution of the Agreement).

9.6. In case of delays due to a Defective Transformation Process, MOGU undertakes to inform the Customer of such delay as soon as reasonably possible and in any case at least 7 (seven) days before the scheduled delivery date, providing suitable evidence of the specific cause of the delay and an estimate of the new scheduled delivery.

## 10. Retention of title and Risk

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10.1. Unless otherwise agreed in writing by the Parties, if a shipment is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of MOGU's readiness to ship. Required storage costs after passing of risk shall be borne by the Customer. This shall not affect any other claim.

10.2. However, the Products remain in full and personal property of MOGU, irrespective it has been delivered or not, until the Price is fully paid, and the Customer has fully complied with all its obligations under the Agreement notwithstanding any granting of renewals or extensions hereof and notwithstanding any retaking of possession of the Products or redelivery of the Products to the Customer. The reservation of title is extended to the Products sold by the Customer to third parties and to the price of such sales, within the maximum limits set forth by the applicable laws.

10.3. If the Customer defaults in accepting the delivery of the Products (see Section 11 below), MOGU shall

be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer, including reasonable legal fees.

## 11. Acceptance of Products – Inspection on Arrival – Non-conformity

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11.1. Upon receiving the Products at its own premises, the Customer will have an obligation (i) to verify the conformity of the Products with the Confirmed Supply and, in case non-conformities are found, (ii) send MOGU a claim in writing by registered letter with acknowledgment of receipt or certified email, with relation thereto, within 10 (ten) days from their reception.

11.2. The verification above mentioned refers to non-conformities of the Products with respect to the Confirmed Supply: (i) type, number and quality of the Products; (ii) non-correspondence of the Products to the technical specifications, detectable upon an accurate inspection according to good practice in the field; and, (iii) presence of defects as to the integrity and/or functioning of the Products, detectable according to good practice in the field.

11.3. Should the non-conformities, mentioned in the claim above, be ascertained as deriving from MOGU's responsibilities, MOGU will place its best efforts, at its own costs, to replace or repair the concerned Products.

11.4. After the 10 (ten) days term from the reception is expired, the Products will be considered as accepted and it will be no longer possible for the Customer to file a claim under this Section.

11.5. Irrespective of the foregoing any complaint relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (so called "hidden defects") shall be notified to MOGU, by registered letter with acknowledgment of receipt or certified email, within 3 (three) working days from discovery of the defects and in any case not later than 5 (five) years from delivery; failing such notification Customer's right to claim the above defects will be forfeited.

11.6. The Products claimed to be defective shall be returned to MOGU for examination in their original or equivalent packaging. MOGU shall be liable under this Section within the limits and conditions of Section 13 "Warranty".

11.7. MOGU shall be entitled to refuse to remedy defects in accordance with MOGU's statutory rights. MOGU may refuse to remedy defects if the Customer has not complied with MOGU's request to return the Products claimed to be defective.

## 12. Termination

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12.1. Except for the cases provided under Section 6.6, the Customer is not entitled to terminate the Agreement.

12.2. MOGU may terminate the Agreement by notice to the Customer in case the Customer has failed to make a payment as provided under Section 8 and MOGU provides the Customer with a notice requiring payment within 15 (fifteen) days of the expiry of the period. In such case, the Customer shall pay a penalty equal to the Price still due to MOGU, plus any further expense suffered by MOGU.

12.3. The termination provided in Sections 6.6 and 12.2 will relieve the Parties from fulfilling any further contractual obligation of the Agreement without prejudice to Sections 14 "Limited Liability", 16 "Confidentiality", 17 "Industrial Property", 19 "Privacy Policy" and 21 "Applicable Law and Jurisdiction" that will remain in full force.

12.4. In case the Agreement is terminated for reasons attributable to the Customer, payments already made by the Customer will be withheld by MOGU to compensate for the incurred and committed costs and for the loss of profit, without affecting the right of MOGU to ask for and obtain additional damages, if applicable.

## 13. Warranty

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13.1. In lieu of any warranty or condition which would otherwise be implied by law, MOGU's liability in respect of any defect in, or failure of the supply manufactured by MOGU, or for any loss, injury or damage attributable thereto, is limited to remove the defects which under proper use, as per Instructions, appear therein and arise solely from faulty design, materials or workmanship within a period of 5 (five) years after the supply of the Products was firstly delivered, if MOGU was in charge of the delivery, or made ready for dispatching, whichever comes first, at the termination of which period all and any liability on the part of MOGU ceases. Defects may be, at MOGU's discretion, repaired, replaced by it, or, with MOGU's consent, by the Customer, provided always that written notice is given to MOGU within the terms provided under Section 11.

13.2. No warranty shall apply with relation to any defective conditions or malfunctioning that may have derived from:

- (a) equipment alterations not authorized in writing by MOGU;
- (b) damage resulting from improper use or handling, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with MOGU's Instructions;
- (c) power surge, accident, neglect, improper storage by the Customer;
- (d) the use of parts or accessories not provided by MOGU, such as, by way of example, the fixing system and accessories;
- (e) damage resulting from acts of war, terrorism or nature;
- (f) any repairs and maintenance work on any components of the Products carried out in a way or by personnel not authorized by MOGU.

Furthermore, no warranty shall apply for defects of the Products supplied if they are caused by normal wear and tear.

13.3. Therefore, any warranty shall be void if MOGU's Instructions for the installation, operation or maintenance of the Products are not observed, if changes are made to deliveries or services, if parts or accessories are replaced not in accordance with MOGU's Instructions, unless the Customer can show that the defect in question resulted from MOGU's fault.

13.4. In no event will MOGU, its directors, employees, suppliers and contractors be liable to the Customer or any third party for any indirect, incidental, or consequential damages, however caused, connected with warranty claims or the functioning of the Products, including without limitation loss of profits, revenue, loss of data and /or lost goodwill, loss of use of the Products or any associated equipment, loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of capital; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Customer for such damages, howsoever caused, and whether based on warranty, contract, and/or tort.

13.5. MOGU shall not be liable for delay in rendering services under the limited warranty, or loss of use during the time the Product is being repaired.

13.6. The legal term for the purposes of the warranty starts from the date of delivery of the Products as defined above.

13.7. Any rights of the Customer to receive damages or compensation with relation to defective Products shall be governed by the provisions in Section 14 "Limited Liability" of these General Conditions.

## 14. Limited Liability

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14.1. Subject to any statutory provisions of law, in case of a breach of contractual obligations, and without prejudice to the provisions of Sections "Delivery" and "Warranty", MOGU shall only be obliged to compensate damages or expenses, if MOGU has acted intentionally or with gross negligence or with minor negligence, if such minor negligence results in the breach of an essential contractual obligation. However, in case of minor negligence, MOGU's liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract.

14.2. With the exception of statutory provisions of law, the overall liability of MOGU will not exceed the overall 30% (thirty percent) of the agreed purchase Price.

## 15. Force Majeure

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15.1. MOGU shall not be held responsible for any failure to perform any obligation of the Agreement arising from causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, epidemic, quarantine restrictions, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of MOGU or of MOGU's suppliers), transportation embargoes (import/export), failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, breakdown in machinery power failure or acts of God, acts of the Government in office or any agency thereof, and judicial action.

15.2. In the event of any such delays the date of delivery shall, at the request of MOGU, be deferred for a period equal to the time lost by reason of the delay.

15.3. If the circumstances detailed above are still continuing 6 (six) months after the Customer receives the MOGU's notice then either party may by written notice terminate the Agreement in which event MOGU will refund any payment made on account (subject to deduction of any amount MOGU is entitled to claim from the Customer) but will not be liable to compensate the Customer for further loss or damage caused by the failure to deliver.

## 16. Confidentiality

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16.1. The Parties acknowledge that during the Agreement either Party may process or have knowledge of the other Party Confidential Information.

16.2. The Receiving Party will not, except as required by law or court order, communicate or disclose the Disclosing Party's Confidential Information to any third party, without the prior written consent of the Disclosing Party.

16.3. It remains understood among the Parties that the drawings, models, specifications related to the Products and any other document MOGU provides to the Customer, whenever preliminary or through draft work or final, cannot be sent to any third party or used in any way or used by anyone without prior written authorization by MOGU.

16.4. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Section. In any event, the Receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors.

16.5. The Receiving Party shall use the same degree of care to avoid disclosure of Confidential Information of the Disclosing Party as the Receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

16.6. The obligations of confidentiality and non-use will not apply to information:

- (i) that are published or becomes part of the public domain other than by means of a breach of these terms;
- (ii) that the Receiving Party can prove, in writing, was known prior to disclosure by the Disclosing Party;
- (iii) that Receiving Party subsequently rightfully receives from a third party without an obligation of confidentiality.

16.7. Upon the removal, discard or destruction of the Products by the Customer, or upon the disclosing Party's earlier request, the Receiving Party will deliver to the Disclosing Party all of the Disclosing Party's Confidential Information in tangible form that the receiving Party may have in its possession or control. The Receiving Party may retain one copy of the Confidential Information in its legal files.

16.8. The obligations of this Section shall survive the termination of, and/or completion of Seller's performance under the Agreement.

## 17. Industrial Property Rights

17.1. In the event of claims against the Customer because of breach of an industrial property right or a copyright in using MOGU's Products in accordance with the contractually defined manner, MOGU shall be responsible to obtain the right for the Customer to continue using such Products, provided that the Customer gives immediate written notice of such third-party claims and MOGU's rights to take all appropriate defensive and out-of-court actions are reserved. If, despite such actions, it proves impossible to continue using the deliveries or services supplied by MOGU under reasonable economic conditions, it shall be understood as agreed that MOGU may, at the discretion of MOGU, modify or replace the particular Products for removal of a legal deficiency, or take them back and refunding the Customer of the maximum amount possible pursuant to the Section "Limited Liability".

17.2. The Customer shall have no further claims alleging infringement of industrial property or copyrights provided MOGU has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties.

17.3. The Customer acknowledges that any patents, trademarks, trade names, designs, copyright, know-how and any other intellectual or industrial property rights, whether or not registered (anywhere in the world), that may exist with relation to the Products are in the exclusive ownership of MOGU's ("MOGU's IP Rights").

17.4. The Customer acknowledges that the sale of the Products does not imply the grant of any license with relation to any of MOGU's Proprietary Rights.

17.5. The Customer shall not directly or indirectly file any application in any country, to obtain the registration for MOGU's Proprietary Rights or carry out behaviours resulting in the creation of IP rights, that may be in conflict with MOGU's Proprietary Rights.

17.6. The Customer shall not reverse engineer, disassemble, isolate part or components of the Products or carry out any other unauthorized analysis of the Products or any of their parts or components.

17.7. Without prejudice of the provisions of the Section "Confidential Information", the Customer acknowledges and agrees that any disclosure of information concerning MOGU's Products as far as MOGU's Proprietary Rights are concerned, may cause relevant economic damage to MOGU.

## 18. Disposal of Products and Materials

18.1. The Customer acknowledges that it is aware of the nature of the Products and has entirely understood the content and value of the Instructions.

18.2. The Customer undertakes to comply to MOGU's Instructions as well as the other instructions and behavior directives contained or implied by the documents and certifications accompanying the Products and to ensure the correct disposal of the Products or parts thereof in accordance with the applicable laws.

18.3. The Customer shall be responsible of the disposal of the Products or parts thereof at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the Products or parts thereof in case of a resale of said Products.

## 19. Privacy Policy

19.1. Parties, in the execution of the Agreement, shall be compliant with General Data Protection Regulation no. 679/2016 / EU (the "Regulation" or "GDPR").

19.2. With reference to the personal data that the Parties communicate in relation to the performance of this Agreement, including those relating to their employees, staff and collaborators, each Party:

- (i) declares and guarantees to have the right to process such personal data;
- (ii) authorizes the other party to transfer such data in Italy or abroad (also outside the European Union but only in compliance with Regulation and related applicable principles and directives, such as the application of international standard clauses for the transfer of personal data out of EU territories), if this is necessary for the fulfilment of the rights and obligations indicated in the Agreement;
- (iii) declares and guarantees that it has adequately informed the data subjects and that they have adequately collected their consent, where necessary;
- (iv) undertakes to process such data in full compliance with the Regulation and only to the extent that such processing is strictly necessary for the execution of this Agreement and/or compliance with the law and
- (v) undertakes to indemnify and hold harmless the other Party from any damage, injury, cost, expense (including legal fees), fine or any other charges arising from claims or judicial, arbitration or administrative

actions by of any third party, including employees of one of the Parties and public administrations, national or international (including the Authority for the protection of personal data), as a result of violations of the declarations.

## 20. Miscellanea

20.1. All of the aforementioned sales conditions will fully remain in effect even if individual provisions should be declared or become fully or partly invalid.

20.2. Entire Agreement: this Agreement, together with any related attachments, schedules, appendices, and exhibits, constitute the entire agreement between the Parties with respect to the subject matter here of and supersede all prior proposals, discussions, or agreements, whether written or oral, relating hereto. This Agreement can be amended only by a written agreement signed by the Parties hereto.

20.3. Severability: if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision had never been contained herein.

20.4. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

20.5. Further obligations: each Party agrees to execute and deliver without further consideration any further applications, licenses, assignments or other documents, and to perform such other lawful acts as another Party may reasonably request to fully secure and/or evidence the rights or interests herein.

20.6. The Parties shall comply with all applicable international, national, state, regional and local laws, and regulations, including all applicable import and export control laws, in exercising their rights or performing their duties under this Agreement.

## 21. Applicable Law and Jurisdiction

21.1. The General Conditions, as well as any contractual documentation connected to it, such as the Confirmed Supply, shall be governed by the laws of Italy, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2. Any disputes, claims or proceedings related thereto shall be reserved to the exclusive jurisdiction of the Courts of Milano.

### SIGNATURES

#### CUSTOMER

Name:  
Capacity as:  
Signature:  
Place:  
Date:

#### MOGU

Name:  
Capacity as:  
Signature:  
Place:  
Date:

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Parties expressly approve and agree on the following sections of the agreement: 6.3 and 6.5 (Validity and acceptance of the offer), 9.5 (Delivery), 10.1, 10.2 and 10.3 (Retention of title and Risk), 11.4, 11.5, 11.6 and 11.7 (Acceptance of products – Inspection on Arrivals – Non Conformity), 12 (Termination), 13 (Warranty), 14 (Limited Liability), 17.1 (Industrial Property Rights), 21.2 (Applicable Law and Jurisdiction).

### SIGNATURE

#### CUSTOMER

Name:  
Capacity as:  
Signature:  
Place:  
Date:

## Contacts

Mogu S.r.l  
via San Francesco d'Assisi, 62  
21020 Inarzo (VA)

