



GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND THE PERFORMANCE OF SERVICES

IN RELATIONS WITH VERTI ASSICURAZIONI S.P.A. AND MAPFRE RE COMPANIA DE REASEGUROS S.A. – MAPFRE RE SUCCURSALE ITALIA

1. GENERALITY

1.1 Scope of application

These General Conditions (hereinafter referred to as the "General Conditions") shall apply to all supplies of goods or the provision of works and/or services by your company (the "Supplier") to Verti Assicurazioni S.p.A. (also referred to as "Verti") and/or MAPFRE RE Compania de Reasegueros S.A. - MAPFRE RE Succursale Italia (also "MAPFRE RE") in performance of our orders (the "Order(s)"). The General Conditions may be supplemented or amended by specific provisions contained in the Orders, it being understood that although the latter shall prevail over the content of the General Conditions, their effectiveness shall be limited to the specific Order or Contract to which the Order refers.

Consequently, the Supplier waives the application of its own general and special sales conditions, which shall in any case be deemed to have no effect between the Parties.

In consideration of the fact that Verti and MAPFRE RE belong to the same MAPFRE Insurance Group, these General Conditions must be understood to apply to all supplies of goods and/or services made by the Suppliers of Verti or MAPFRE RE to both Verti and MAPFRE RE, which, consequently, in the following, will be referred to alternatively and/or collectively as "MAPFRE";

1.2 Definitions

In the context of these General Conditions, the following terms shall have the meanings respectively assigned to each of them below:

- (1) "Verti Assicurazioni S.p.A." shall mean the Company Verti Assicurazioni S.p.A., tax code, VAT number and number of registration with the Company Registry of Milan: 12244220153; Share Capital € 205,823,000 fully paid up, authorised to carry on insurance business by ISVAP - now IVASS - decision No. 1364 of 2.12.1999, published in the Official Journal of 11.12.1999, No. 290; PEC verti@pec.verti.it, with registered office in Via A. Volta 16, 20093 Cologno Monzese (MI) - subject to the management and coordination of MAPFRE Internacional S.A.;
- (2) "MAPFRE RE Compania de Reasegueros S.A. - MAPFRE RE Succursale Italia" means the Company MAPFRE RE Compania de Reasegueros S.A. - MAPFRE RE Succursale Italia, Tax Code, VAT No. and number of registration with the Company Registry of Milan: 11188600156; PEC MAPFRE.re@legalmail.it, with registered office in Via Mangili 2, 20121 Milan (MI);
- (3) "MAPFRE" shall mean each of the companies involved in the purchase order
- (4) "Good(s)" shall mean the materials, machinery, products or any movable property subject to the specific supply, as expressly stated in the Orders or the Contracts to which the Order refers;
- (5) "Services" shall mean the activities and services, including intellectual services, provided by the Supplier to MAPFRE and/or the works whose implementation is entrusted to the Supplier by MAPFRE;
- (6) "Technical Information" shall mean any type of technical information, not in the public domain, including, by way of example, drawings, technical and/or functional specifications, tables, models, samples, prototypes, methodologies, measuring instruments, databases, software, films, digital videos, photographs provided, in any form, by and/or on behalf of MAPFRE to the Supplier and/or of which the Supplier has become aware for the production of the Goods or the provision of the Service;

(7) "Technical Specifications" shall mean the drawings and the technical and/or functional characteristics to be fulfilled by the Good or Service;

(8) "Results" shall mean all inventions, knowledge, data, information of any kind, methods, specifications, know-how, software, photographic or filmed images, solutions, deliverables conceived, implemented or developed by the Supplier in performance of the Orders or the Contracts to which the Order relates;

(9) "Parties" shall mean MAPFRE and the Supplier.

1.3 Acceptance of Orders

The obligations deriving from the Orders shall be binding between the Parties following the start of performance of the service covered by the Order, which shall be considered as *Facta Concludentia* in respect of the acceptance of these General Conditions. Any refusal to accept the Order must, unless otherwise provided, be received no later than 4 calendar days after receipt of the Order by the Supplier.

Silence on the part of the latter beyond the aforementioned period shall be conventionally understood as acceptance of the Order.

All orders not expressly accepted within these terms may be revoked by MAPFRE, pursuant to Article 1328 of the Italian Civil Code, following a specific written communication sent to the Supplier prior to the acceptance of the Order.

By accepting, even tacitly, the Order, the Supplier undertakes to supply the Goods and/or the Service in accordance with the Technical Specifications referred to in the Order.

Before accepting the Order, the Supplier shall report any need for variation from the requirements of the Technical Specifications and/or the Order itself. In this case, the supplies and/or Services may only commence after MAPFRE has accepted the variations proposed by the Supplier in writing.

It is in any case understood that any amendment or integration of the Orders or of the Contracts to which the Order refers must be in writing on pain of nullity and shall be limited to the particular case for which it is agreed.

1.4 Non-Transferability of Contracts

The Supplier may not transfer the Orders.

1.5 Information Security

The Supplier undertakes to adopt all the security measures necessary to avoid the risks of alteration, loss, destruction, dissemination or unauthorised use of Confidential Information, as defined in Article 2. MAPFRE shall be entitled to inform the Supplier of any conditions or safety measures it deems necessary, and the Supplier hereby undertakes to adopt them. MAPFRE is entitled at any time to verify, either directly or through third parties, the correct performance by the Supplier of all the obligations assumed in this article. In this regard, the Supplier acknowledges MAPFRE's right to access the Supplier's premises, either directly or through third parties, in order to verify the Supplier's compliance with the provisions of this article.

1.6 Supplier's obligations and responsibilities

During the performance of the Orders, the Supplier undertakes to strictly comply with all legal provisions applicable to the service requested and, in particular, undertakes to:

- accept all responsibilities relating to the performance of the Orders, guaranteeing that it has at its disposal specialised personnel suitable for the purpose;
- implement, for the Order performance, all technical, organisational and equipment measures provided for or prescribed by current accident prevention regulations, both for the safety and hygiene of its auxiliaries and for the safety of persons, plants and property of MAPFRE and third parties, in compliance with applicable legislation;



- keep in force, for the entire duration of the Order and/or the Contract to which the Order refers, the insurance policies already available to the Supplier, as well as any insurance policies taken out at MAPFRE's request;
- report any changes in the information provided to MAPFRE concerning the ownership of the Supplier's company, shareholding structure and corporate organisation;
- guarantee that the personnel it will use to perform the Purchase Order are, and will be, in compliance with the legal provisions on wages, contributions, taxes, welfare and insurance, as well as with all the regulations in force on employment relationships (laws, regulations and National Labour Contracts/Collective Agreements), semi-subordinate or collaborative work, and shall be qualified for the work to be carried out.

If the Supplier is called upon to provide the services necessary for the performance of the Order or the Contract to which the Order refers at MAPFRE's offices, the Supplier undertakes to:

- make its employees comply with MAPFRE's corporate regulations and safety procedures;
- observe all precautions and prohibitions in force to prevent fire hazards;
- assume all liability for accidents and damage in general, directly or indirectly caused by the Supplier's employees/assistants and their activities to MAPFRE's employees or property in general, expressly releasing and holding MAPFRE harmless from any and all liability, costs, charges or claims of third parties that may be raised against the Company due to facts attributable to the Supplier (or its auxiliaries) in the performance of the services necessary to perform the Order or the Contract to which the Order refers.

The means and equipment used by the Supplier in carrying out the services required to perform the Order or the Contract to which the Order refers must fully comply with the applicable regulations. The Supplier is expressly forbidden to use any means and/or equipment owned by MAPFRE, unless MAPFRE gives its express consent in writing.

1.7 No Sub-supply or Subcontracting

Unless otherwise agreed in writing in advance between the Parties, the Supplier is expressly forbidden to entrust third parties, even partially, with the manufacture of the Goods and/or the provision of the Services covered by the Order or the Contract to which the Order refers.

1.8 Force Majeure

Failure by either party to perform its obligations under the Orders if prevented by force majeure shall not constitute a breach of that party's obligations. Events of force majeure shall include wars, fires, floods, general strikes, lockouts, embargoes and orders from public authorities. The Party prevented from performing its obligations by a force majeure event shall immediately notify the other Party and shall take all reasonable steps to overcome such impediment and continue the performance of its contractual obligations.

1.9 PRIVACY: NOTICE

1. By accepting these General Conditions, the Supplier is informed of, and expressly consents to, the processing of the personal data provided, as well as all data communicated to MAPFRE by other means, including any communication or international transfer of data that may be carried out for the purposes described in the attached Supplementary Data Protection Notice.
2. In the event that the data provided relates to an individual third party (including, but not limited to, identification data of

employees of the Supplier) other than the Supplier, the Supplier shall ensure that it has obtained the prior consent of the third party for the communication of such data and that the third party has been informed, prior to the inclusion of such data in this Private Contract, of the purposes of the data processing, communications and other terms set out in this notice and in the Supplementary Data Protection Notice.

3. The Supplier guarantees the accuracy and truthfulness of the personal data provided and undertakes to keep them regularly updated and to notify the Company of any changes.
4. Essential information on data protection:

- Controller: MAPFRE
- Purpose: Management, development and performance of the Services contract; integral and centralised management of relations with the MAPFRE Group; provision of information and advertising concerning the products and services of the MAPFRE Group; performance of legal, regulatory and storage obligations
- Legal basis: Performance of the Service contract
- Recipients: The data may be disclosed to third parties and/or the data may be transferred to third countries as indicated in the Supplementary Data Protection Notice.
- Rights: The following rights can be exercised: access, rectification, erasure, restriction of processing, portability and objection, as further detailed in the Supplementary Data Protection Notice.
- Additional Information For additional information, please refer to the Supplementary Data Protection Notice.

5. Tick this box if you object to the processing and communication of your personal data by MAPFRE for the sending of information and advertising material regarding the products and services of the various companies of the MAPFRE Group and third parties with which the companies of the MAPFRE Group have entered into cooperation agreements; in this case MAPFRE will not be able to inform the Supplier about discounts, premiums, promotions and other customer loyalty initiatives promoted by the MAPFRE Group.
6. In any event, the consent to data processing is revocable and the Supplier may withdraw the consent given at any time, as specified in the Supplementary Data Protection Notice.
7. Before accepting the Purchase Order, the Supplier should read the essential information on the protection of its data described in this clause.
8. By accepting this clause, the Supplier consents to the processing of its personal data in accordance with the terms and conditions agreed to in this clause
9. The **Supplementary Data Protection Notice** containing information on: the specific Data Controller, Purposes of the processing, storage period, legal basis of the processing, recipients of the data and Rights of the Data Subject is available for Verti Assicurazioni S.p.A. at www.verti.it and for MAPFRE Re Compania de Reasegueros S.A. at <https://www.MAPFREre.com/en/privacy-policy/>

1.10 Business Ethics and Corporate Responsibility

1. By accepting the Order, the Supplier declares that it:
 - is aware of the regulations set out in Legislative Decree no. 231 of 8.6.2001 as amended and supplemented (the Decree);
 - has read the documents - the Organisational, Management and Control Model and the Code of Ethics (jointly referred to as the Model 231/2001) - previously published by the other Party and still available for consultation, for Verti at



www.verti.it and for MAPFRE RE at <https://www.MAPFRE.com/en/ethical-behavior/>.

- has never been subject to sanctions under Article 9 of the Decree and has no pending proceedings for such sanctions;
- 2. Each of the Parties therefore undertakes:
 - to behave in accordance with MAPFRE's Model 231/2001 and therefore with all the provisions and rules of conduct set out therein;
 - in particular, not to engage in any conduct - by commission and/or omission - which constitutes a relevant violation under the Decree and from which a liability may arise under the Decree;
 - to immediately inform the Supervisory Board set up by MAPFRE in the event that such Party receives, or that any person acting on its behalf receives, from an employee or representative of the Company, directly or indirectly, a request or communication that may constitute a breach of Model 231/2001.
- 3. MAPFRE and the Supplier therefore expressly agree that:
 - the breach by the Contractor of any of the commitments set forth in paragraph 2 above will constitute a serious breach of contract and will entitle MAPFRE to terminate the Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for any damages;
 - if, during the period of validity of the Order or the Contract to which the Order refers (and any renewals thereof), amendments and/or additions are made to the Model 231/2001 currently in force, MAPFRE shall inform the Supplier in writing of the change. If the Supplier does not express any intention to the contrary - to be declared in a written communication to be sent to MAPFRE within 8 (eight) days of receipt - this shall constitute acceptance of the change and shall therefore automatically extend the commitments referred to in paragraph 2 above to the new version of the Model.

2. INTELLECTUAL PROPERTY

2.1 Confidential Information

2.1.1 For the purposes of this Article 2, "Confidential Information" shall mean, jointly, (i) "Technical Information" and "Technical Specifications"; (ii) any other information, commercial or otherwise, other than Technical Information and Technical Specifications, relating to MAPFRE, its materials, products, processes, services and activities, provided, in any form whatsoever, by and/or on behalf of MAPFRE to the Supplier and/or of which the Supplier has become aware in connection with the performance of the Order or the Contracts to which the Order refers; (iii) the Results; and (iv) any notes, studies or other documents prepared by the Supplier that contain or however reflect the Technical Information and/or the Technical Specifications, the information referred to in point (ii) and the Results.

2.1.2 The Supplier acknowledges and recognises that MAPFRE is the owner of the Confidential Information and of all related intellectual property rights.

2.1.3 The Supplier shall:

- (a) keep the Confidential Information secret and not disclose it to any third party;
- (b) take all measures and precautions reasonably necessary and appropriate to prevent the unauthorised disclosure and use of Confidential Information;
- (c) following the performance of the Order - or even earlier at the

- request of MAPFRE - immediately return all documents containing the Confidential Information and destroy any copies on paper or on any other medium, it being understood that the Supplier, within 30 (thirty) days of MAPFRE's request, shall deliver to MAPFRE a certificate attesting to the destruction of the documents and/or copies referred to above;
- (d) use Confidential Information only to the extent necessary for the performance of the Order or the Contracts to which the Order relates;
- (e) not reproduce or copy Confidential Information except within the limits expressly authorised by MAPFRE;
- (f) not patent any information or data contained in the Confidential Information;
- (g) limit the dissemination of Confidential Information within its organisation to employees/suppliers whose duties justify the need to know such Confidential Information;
- (h) inform employees/auxiliaries within its organisation who become aware of Confidential Information of the confidentiality commitments relating to such Information;
- (i) not develop for third parties and/or supply third parties, for any reason whatsoever, directly or indirectly with products made using the Confidential Information;
- (j) impose and guarantee compliance with the obligations arising from this article on any third party to whom the Supplier must transmit Confidential Information in the context of the performance of the Orders and the Contracts to which the Orders refer, it being understood that the Supplier shall be liable to MAPFRE for any breach of the obligations under this Article 2 with respect to Confidential Information committed by said third party.

2.1.4 In the event that the use of the Results involves the use of any patent, software, know-how or other intellectual property right, of which the Supplier has the right to dispose ("Supplier's Rights"), the Supplier hereby grants MAPFRE a non-exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to use the Supplier's Rights for the sole purpose of MAPFRE's use of the Results.

2.1.5 Neither these General Terms nor the disclosure of Confidential Information provided for herein shall be interpreted as giving the Supplier any rights to licences on patents, patent applications or any other industrial property rights on information and data included in the Confidential Information.

2.1.6 Irrespective of the duration of the contractual relationship with the Supplier, with regard to each piece of Confidential Information received, the Supplier's obligations under Art. 2.1.3 shall cease to be effective when all Confidential Information becomes public knowledge through no fault of the Supplier.

2.2 Supplier's Industrial Property

The Supplier warrants that the Goods supplied, their components and accessories, as well as (to the extent applicable) the works carried out for MAPFRE, the use of the Services supplied (in both cases, even if subsequently processed by MAPFRE or by third parties on behalf of MAPFRE) do not entail any infringement of third-party industrial or intellectual property rights; the Supplier agrees to promptly settle any claim by third parties that their industrial or intellectual property rights have been infringed due to the possession or use, as the case may be, by MAPFRE of the Goods and/or Services, and shall in any case hold MAPFRE harmless from such claims. Unless otherwise agreed in writing, the Supplier waives the right to assert any industrial property rights to the Goods or Services against MAPFRE, its successors in title in any capacity whatsoever and also in the business unit or part thereof, its customers and its licensees (as well as against their subsequent customers and licensees). Unless expressly



indicated to the Supplier, it shall be understood that the Goods covered by the Order are free for export to the country - indicated in the Order - where delivery is to take place.

2.3 Brand Protection

MAPFRE does not authorise the use by the Supplier of the Company's name, brands or other distinctive signs in brochures, advertising or other forms of communication of a promotional nature; it also does not authorise reference to the professional relationship with the Company for the purpose of promoting itself, its services or companies connected to it in any way. If the Parties should, during the term of the agreement, change their distinctive signs, the rights of use regulated herein shall be deemed to have ceased with reference to the former distinctive signs and extended to the new trade mark, logo and company name.

3. RISK AND TITLE - DELIVERY AND ACCEPTANCE

3.1 Delivery of Goods and Returns

For the purposes of ascertaining compliance with the delivery terms and the transfer of the risk of total or partial damage or loss of the Goods from the Supplier to MAPFRE, the Incoterms rules shall apply if they are referred to in the Order or the Contract to which the Order refers. If no reference is made to the Incoterms rules, the release will take place upon delivery of the goods to the shipper/carrier, accompanied by a suitable transport document, at MAPFRE's registered office, or at the different place of delivery indicated in the Order or in the Contract to which the Order refers. The packaging and transport of the Goods must be carried out with all due care to protect them from damage.

Delivery procedures and costs shall be agreed between the Parties on a case-by-case basis, except for the return of goods as provided for in Art. 7, the cost of which shall be borne entirely by the Supplier.

In the event that MAPFRE returns the goods, even outside of this last hypothesis, the delivery of the returned goods to the shipper/carrier, accompanied by a suitable transport document at the premises of the Supplier, shall be considered as a release for the Company.

3.2 Transfer of title and acceptance

Ownership of the Goods shall be deemed to be transferred to MAPFRE upon delivery in accordance with the terms indicated in the Order.

Ownership of the work carried out in the performance of the Service shall be understood to be transferred to MAPFRE upon acceptance by MAPFRE.

In both cases, and where applicable, the Goods and/or Services (or the work in question, if any) shall only be considered definitively accepted by MAPFRE upon the positive outcome of any testing procedures agreed in writing between the Parties.

3.3 Place and time of delivery

The Supplier shall exactly comply with the delivery dates indicated in the Orders and in the Contracts to which the Orders refer (to be considered essential in the interests of MAPFRE), with respect to which neither delays nor early deliveries are permitted, unless otherwise agreed. MAPFRE has the right to return any Goods received before the agreed deadline, at the expense of the Supplier, or to charge the latter for storage costs and financial charges relating to the early delivery period.

3.4 Late Delivery

In the event of a delay in the delivery of the Goods and/or the provision of the Service, MAPFRE shall be entitled to apply a penalty for delay equal to 0.5% per full week of delay up to a maximum of 5% of the price of the Goods not delivered or the Service not completed within the agreed term, unless otherwise

agreed in the Order or Contract to which the Order refers.

In addition to the above penalty, MAPFRE shall be entitled to compensation for any damage caused to it directly or indirectly, including, but not limited to, damages for loss of production, resulting from delay in delivery of the Goods or completion of the Service.

4. PRICES AND PAYMENTS

Unless otherwise agreed upon in writing, the prices stated in the Orders and in the Contracts to which the Orders refer are fixed and not subject to revision, except in cases expressly provided for by law. Similarly, once agreed for a specific period, prices will be fixed and not subject to revision or change for the agreed period. The price agreed between the parties shall be all-inclusive. Additional costs and expenses will therefore only be paid to the Supplier if they have been previously authorised by MAPFRE in writing.

Dates and terms of payment shall be indicated in the Orders or set out in separate written agreements between the Parties. Failing this, payment shall be made by bank transfer within sixty days of the end of the month in which the invoice is received.

In any case, the Supplier shall hold MAPFRE harmless and indemnified against any and all damages, losses, costs or expenses (including any sanctions imposed by law) that may be caused to MAPFRE as a result of any breach and/or non-fulfilment by the Supplier of its obligations under this Article.

In all cases of default by the Supplier, MAPFRE shall have the right to suspend, pursuant to Art. 1460 of the Civil Code, any payments due to the Supplier, without this determining the accrual of any interest or penalty, until the Supplier has remedied the default.

5. TERMINATION

5.1 In the event that the Supplier fails to fulfil its obligations under the Orders, MAPFRE may, without prejudice to the other remedies provided for by law, issue a written warning to the Supplier to fulfil its obligations within 15 (fifteen) days from receipt of the warning, failing which the contract will be automatically terminated.

5.2 In addition to the provisions of paragraph 1 above, MAPFRE may terminate the contract at any time by written notice to the Supplier and with effect from the date that MAPFRE shall indicate in the same notice, if the Supplier:

- (a) is subject to events that adversely affect its assets, financial, legal, administrative, organisational and economic situation, potentially jeopardising the fulfilment of its obligations under the Order;
- (b) is subject to voluntary liquidation or has behaved in such a way as to indicate a state of inability to regularly fulfil its obligations towards other suppliers and creditors in general, and this also irrespective of any current enforcement actions or insolvency proceedings, whether in court or out of court.
- (c) is in breach of its obligations under Articles 1.5 and 2;
- (d) associates with or is subject in any form to the control, even indirectly, of a competitor of MAPFRE;
- (e) is in breach of the obligations relating to the prohibition of sub-supply and subcontracting under Article 1.7;
- (f) is in breach of the prohibitions on assignments under Article 1.4;
- (g) is in breach of its legal obligations with regard to (i) the regular payment of value added tax and the payment to the Treasury of withholding taxes on its employees' income and (ii) the employees' remuneration, both in terms of legal regulation and of amount, as well as social security and insurance contributions;



- (h) is unable to perform its contractual obligations due to force majeure lasting for a continuous period of more than 15 working days.

Termination under this Article and in any other case shall not affect the Supplier's obligations under Article 2 (confidentiality), which shall survive such termination for at least 3 years.

6. QUANTITY, QUALITY AND WARRANTIES

6.1 Product warranty

Unless otherwise provided for in the Orders and/or in the Contracts to which the Orders refer, the Supplier guarantees the suitability for use of any Goods supplied for a minimum period of 24 (twenty-four) months from the time of delivery.

6.2 Quantity

If the quantities of the Goods delivered do not conform to the volumes agreed in the Orders or in the Contracts to which the Orders refer, MAPFRE may, at its own discretion:

- (a) accept the quantities actually delivered and make equal variations in the quantities of any subsequent deliveries;
- (b) request that the Supplier collect the quantities exceeding those ordered, with the right to return them directly at the Supplier's expense and risk and to charge the Supplier for any financial charges resulting from any payment already made and for the storage costs if the latter does not do so promptly;
- (c) obtain that the Supplier immediately send the quantities of goods found to be missing, charging in any case the costs and expenses resulting from the Supplier's failure to comply.

MAPFRE shall exercise the above rights within 3 (three) months from the date of delivery of the Goods.

6.3 Quality

6.3.1 The Supplier warrants that the Goods delivered and the Services provided shall be free from defects and in conformity with the Technical Specifications. The Goods and Services supplied shall be considered defective if they:

- (a) do not comply with the requirements of the Orders and/or the Contracts to which the Orders refer; or
- (b) do not reflect the characteristics possessed by the samples and prototypes delivered by the Supplier.
- (c) are unfit for their intended use or are defective in a way that significantly diminishes their value.

6.3.2 MAPFRE has the right to conduct audits at the Supplier's premises both for the possible verification of the Goods and/or Service or for the acceptance of the Goods and/or Service itself, and on the quality system implemented within the Supplier's organisation. The methods and extent of the audit shall be agreed with the Supplier on a case-by-case basis.

6.3.3 Without prejudice to any rights to which MAPFRE is entitled under the Orders and Contracts to which the Orders refer, as well as by law, the Supplier shall, at MAPFRE's request and within the date reasonably set by MAPFRE, repair or replace the defective Goods or render the Service in a manner consistent with the Order or the applicable Contract. If the Supplier fails to do so, MAPFRE may, alternatively:

- (i) terminate the Contract or the Order in accordance with Art. 6 above
- (ii) obtain a reasonable reduction in the price of the defective Goods or Services, or
- (iii) if only part of the Goods or Services are defective, have a third party of its choice, at the Supplier's expense, supply only the defective Goods or perform only the non-conforming Services.

6.3.4 The Supplier shall also indemnify MAPFRE against any damage, action, right or claim by third parties arising from or connected with the use of the Goods supplied by the Supplier.

6.4 Insurance

The Supplier shall, at its own expense, take out an insurance policy (with a leading insurance company and with deductibles and ceilings defined at normal market conditions) to cover its liability for damage to third parties for any reason whatsoever, including manufacturer's liability, arising from the performance of the Orders and/or the Contracts to which the Orders refer. The Supplier shall provide MAPFRE with a copy of the above-mentioned insurance policy.

6.5 Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of Italy.