

General Purchasing Conditions of Allianz Suisse

for the delivery of goods, works and services

1 Scope

These General Purchasing Conditions (GPC) apply to orders for goods, works and services placed by Allianz Suisse Insurance Company Ltd or one of its subsidiaries or group companies (hereinafter referred to as "Allianz Suisse").

These GPC are part of the order. It is only possible to deviate from them with written agreement.

Any general terms and conditions of the contractual partner are expressly excluded.

2 Subject of the contractual relationship

The type, scope and time of the service or delivery are specified in the written order. No contract shall come into being without a signed order/an order with an SAP order number (valid without signature).

3 Quote and order

Quotes, demonstrations and sample deliveries by the contractual partner are free of charge for Allianz Suisse.

Unless agreed otherwise, a quote issued by the contractual partner shall be binding for six months from the date of receipt by Allianz Suisse. If a quote deviates from Allianz Suisse's request, the contractual partner must point this out in writing or in another form that can be evidenced in text.

4 Place of delivery or performance

Unless agreed otherwise, the contractual partner's deliveries/services must be provided at Allianz Suisse's registered office in Wallisellen.

5 Deadlines

The contractual partner shall ensure compliance with the specified delivery or performance deadlines. It shall do everything it can to prevent impending delays and shall notify Allianz Suisse of them immediately in writing or in another form evidenced in text.

Upon expiry of a deadline, the contractual partner shall automatically be considered in default and shall be liable to Allianz Suisse for any direct or indirect losses resulting from the delay. Cases of force majeure are excluded.

6 Prices and VAT

Unless agreed otherwise, the agreed price is a fixed price, exclusive of VAT. The contractual partner shall show any legally owed VAT separately on the invoice.

The agreed price covers all services necessary for the performance of the contract, including all expenses in-

curred by the contractual partner. This applies in particular to packaging, transport and travel costs, insurance costs, licence fees and public duties.

If the contractual partner reduces its list prices prior to delivery, the reduced prices shall apply to any pending orders and the agreed price shall be reduced accordingly.

7 Payment terms

Unless agreed otherwise, the contractual partner shall issue a written invoice within 30 days of delivery/provision of the goods, work or services.

Unless agreed otherwise, the contractual partner shall provide a detailed account of the services rendered on a monthly basis, at the latest together with the final written invoice.

The payment period begins on the date on which Allianz Suisse receives the invoice. Unless agreed otherwise, Allianz Suisse shall make the payment within 30 days of receipt of the invoice.

8 Third-party claims

Within the scope of the present contractual relationship, the contractual partner guarantees that it will not infringe any third-party property rights (arising from intellectual property, product liability, etc.).

The contractual partner shall indemnify Allianz Suisse against all claims of third parties in connection with the delivery or service and shall hold Allianz Suisse harmless. Allianz Suisse is obliged to inform the contractual partner immediately of any justified claims asserted against it.

9 Advertising/trademark protection

The contractual partner may only cite Allianz Suisse as a reference with prior written consent and may not use the logo, word mark and/or figurative mark of Allianz Suisse.

Allianz Suisse may revoke any consent to the use of logos, trademarks or references at any time.

10 Insurance

The contractual partner must have comprehensive insurance coverage and shall maintain this coverage throughout the term of the order.

11 Special provisions for services

11.1 Involvement of third parties

The involvement of third parties for the performance of the contract requires the written consent of Allianz Suisse.

11.2 Due diligence of the contractual partner

The contractual partner warrants that its services will be provided by itself or by qualified personnel in a professional manner and will comply with all industry standards and practices.

11.3 Self-employment

The contractual partner confirms that it and any third parties engaged are independent contractors and are not in an employment relationship with Allianz Suisse. Upon request, the contractual partner shall provide Allianz Suisse with all documents required as evidence of self-employment, in particular confirmation from the compensation office and proof of insurance against accident and illness.

12 Special rules for the supply of goods and works

12.1 Transfer of risk

Goods are transported at the risk of the contractual partner. Risk shall not pass to Allianz Suisse until delivery to Allianz Suisse's premises or to the alternative place of performance specified in the order.

If the delivery includes set-up and/or assembly services, the risk shall only pass to Allianz Suisse after the delivery has been accepted in writing. The same applies to the supply of works.

12.2 Duty of inspection and defect notification

Allianz Suisse shall inspect the delivered goods or works and report any defects as soon as possible, but shall not be bound by any specific deadline. The making of payments shall not be regarded as a waiver of rights in respect of defects.

12.3 Warranty

For a period of two years from delivery or commissioning by Allianz Suisse, the contractual partner warrants that the work performed by it or the goods or works processed, manufactured or delivered by it shall be free from defects.

Where statutory or industry standards provide for longer warranty periods, these shall apply.

12.4 Incoterms

International goods trade is also governed by the Incoterms (International Commercial Terms). Allianz Suisse is entitled to purchase the goods on a DDP or DAP (Incoterms 2010) place of performance basis.

13 Liability

The contractual partner shall be liable in accordance with the applicable statutory provisions.

14 Intellectual property

The contractual partner shall assign to Allianz Suisse in full all copyrights, patent rights or design rights as well as all work results generated in the exercise and fulfilment of its obligation under the contract, either alone or

in cooperation with others. The assignment shall include all rights described in Articles 9 to 11 of the Copyright Act and shall also apply to computer software developed by the contractual partner. In particular, Allianz Suisse shall be entitled to use the work results, including drafts/designs, or to have them used worldwide for any type of usage that is known today or may become possible in the future. This also includes the right to their first publication. Allianz Suisse may edit or modify the work results or merge them with other works at its own discretion, either alone or with the help of third parties.

15 Data protection

The contractual partner undertakes to comply with the principles concerning the processing of personal data as defined in the Swiss Data Protection Act (DSG).

The contractual partner shall ensure data protection by taking appropriate precautions; it agrees that Allianz Suisse may process personal data and disclose it to third parties in Switzerland and abroad for the purpose of processing orders and maintaining business relations.

16 Confidentiality

The contractual partner undertakes to treat the confidential information it receives from Allianz Suisse as strictly confidential, both during the term of this agreement and beyond. The contractual partner must maintain secrecy with regard to all information that comes to its attention as part of its obligation to perform under this contractual relationship.

Any use of the information provided for the contractual partner's own purposes requires the prior written consent of Allianz Suisse. It may not be published, reproduced, made available to third parties or used for any purpose other than that for which it was originally intended without the written consent of Allianz Suisse. All documents borrowed or otherwise produced must be returned to Allianz Suisse immediately after the end of the assignment.

17 Ethical behaviour in business transactions and anti-corruption

The contractual partner acknowledges that Allianz Suisse places high demands on the integrity of its contractual partners. It warrants that it will perform its services under this contractual relationship in strict compliance with all applicable laws and regulations, codes of conduct and standards of government and other responsible authorities.

The contractual partner shall sign a separate "Vendor Integrity Screening" form, which shall be renewed at regular intervals.

If the contractual partner gives any inappropriate gifts or privileges in relation to the negotiation, conclusion or performance of this contractual relationship which are in breach of the anti-corruption clauses in the Vendor In-

tegrity Screening form, or if Allianz Suisse has reasonable grounds for suspecting that such payments or gifts have been or are being made, Allianz Suisse may terminate this contractual relationship with immediate effect.

18 Assignment and transfer

The contractual partner is not entitled to transfer its rights and obligations under the contract to a third party without the prior written consent of Allianz Suisse.

19 Place of jurisdiction and applicable law

Disputes arising from this contractual relationship shall be subject to the jurisdiction of the ordinary courts in Zurich, Switzerland.

The contractual relationship is subject to Swiss substantive law. The rules of international private law are excluded. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is also expressly excluded.
