



General Terms and Conditions (GTC)

# **AXA Insurance Ltd. Procurement**

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# General Terms and Conditions (GTC)

## 1 Scope of application

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These General Terms and Conditions (GTC) govern the conclusion, content and processing of contracts for deliverables such as the purchase of goods or services that AXA Insurance Ltd. or a company affiliated with it (hereinafter referred to as "AXA") orders from the contracting partner electronically using order software. The contracting parties declare these GTC to constitute an integral part of the order and thus their contractual relationship. Any other GTC or contractual documents of the contracting partner are expressly excluded. This also applies if other GTC or contractual documents are declared to constitute part of an offer of the contracting partner. By submitting a bid, the contracting partner shall be deemed to have accepted these GTC.

## 2 Bidding phase

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Unless otherwise agreed in writing, no costs shall be charged by either party as part of the bidding phase. The bid from the contracting partner shall remain binding during the period specified by AXA. If corresponding details are missing, the bid of the contracting partner shall remain binding for a period of three months from the date of their bid. Up until the order is placed, AXA may withdraw from the negotiations without any financial consequences.

## 3 Electronic orders

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The contracting partner acknowledges and accepts that orders from AXA will only be placed electronically. The parties, the subject matter of the contract, the detailed deliverables, their price, the place of performance as well as the term of the contractual relationship and the contact person at AXA are shown on the orders. If the contracting partner does not wish to complete the order, they must notify their contact person at AXA in writing by e-mail within five working days of receipt of the order. If AXA does not receive a corresponding notification from the contracting partner within the indicated deadline, the contracting party will be deemed to have accepted the order.

## 4 Provision of services

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In performing the contract, the contracting partner is required to:

- use the required expertise and due care;
- act in accordance with express instructions from AXA in line with the contract
- and in accordance with the relevant legal provisions and orders of the competent government authorities which affect the contracting partner as addressee.

The contracting partner shall be responsible for the costs of the resources required to perform the contract (such as premises, tools or other materials). Any materials provided by AXA are excluded from this.

The contracting partner shall fulfill their obligations personally and/or through the employees / auxiliaries specified by name in the contract between AXA and the contracting partner. The contracting partner is responsible for carefully selecting, instructing and supervising their employees / auxiliaries and ensuring that they work in a professional manner. The employees specified by name in the contract between AXA and the contracting partner may only be replaced, following prior consultation with AXA, by other employees / auxiliaries of the contracting partner who have equivalent professional qualifications. The contracting partner shall be solely responsible for any costs incurred to transfer and/or train the replacement employees/auxiliaries, including all costs of any related work required on the part of AXA. The contracting partner may only involve third parties (subcontractors and auxiliaries) in the performance of the contract following prior written consent from AXA, in which case the contracting partner shall be liable to AXA for the services provided by the third parties as if the services had been provided by the contracting partner. The exclusion of liability for auxiliaries is excluded pursuant to Art. 101 (2) of the Code of Obligations.

The contracting partner is required to carefully document the services rendered and to regularly, and upon request by AXA, provide information to AXA regarding the status and progress of their performance. The contracting partner shall promptly inform AXA of any facts of which they become aware that adversely affect the performance of the contract or that could lead to an overrun of any agreed cost ceiling and shall at the same time submit a proposal for suitable corrective measures.

## 5 Performance and assumption of risk

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The delivery of goods or the provision of services shall take place at the location specified in the order. In the event that the order does not contain any information on the place of performance, the registered office of AXA is deemed to be the place of performance.

If AXA needs to grant the contracting partner access to its premises and/or IT systems for the contracting partner to fulfill their contractual services, the contracting partner, their employees and, if applicable, any third parties involved, shall comply with the security requirements and the applicable house rules.

Any partial deliveries of goods require written consent from AXA in advance. The contracting partner shall notify AXA immediately and in writing about any problems that could, or already do, affect the delivery of the goods. If adherence to the delivery schedule is jeopardized for any reason other than a mistake on the part of AXA, the contracting partner shall deliver the order at their own expense using the fastest possible shipping method. The benefit and risk shall be transferred to AXA on acceptance of the goods delivered in full at the place and on the date of performance.

All shipments sent directly to AXA (e.g. deliveries based on purchase agreements or work supplies) must be insured with transportation insurance by the contracting partner. The contracting partner shall be responsible for payment of the insurance premiums.

## 6 Intellectual property rights

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All rights to the service and work results generated pursuant to the contract between AXA and the contracting partner, in particular copyrights, patent rights, trademark rights, etc., shall devolve to AXA in their entirety, regardless of their eligibility for protection at the time of their creation, and the contracting partner hereby assigns them to AXA in their entirety. AXA shall not owe the contracting partner any additional remuneration.

The contracting partner undertakes to ensure that the rights to the service and work results cannot be claimed by their employees, auxiliaries or subcontractors under any circumstances. The contracting partner shall be liable to AXA for any loss or damage arising from the failure to comply with the obligation to transfer the industrial property rights to the service and work results to AXA in their entirety.

In the event that the contractual service performed by the contracting partner is protected under intellectual property law, the contracting partner warrants to AXA that they hold all intellectual property rights and assign these to AXA in their entirety. Any compensation to the contracting partner for the assignment of rights is included in the agreed price.

If the contracting partner uses intellectual property rights belonging to third parties, the contracting partner warrants to AXA that they are authorized by the owner of these rights to use them and may transfer the rights of use. The contracting partner thereby transfers to AXA an irrevocable, non-exclusive, sublicensable, perpetual license to use these rights.

## 7 Warranty, defects in title and quality

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The contracting partner warrants that the results of the services owed will be provided with the utmost care and without defects in title and that the goods delivered will have neither any defects in title nor any defects respecting quality and that in all cases, the goods will have the agreed and warranted characteristics, as well as those required for their use, and that they comply with the relevant legal requirements.

The contracting partner takes full responsibility and warrants to AXA that the contracting partner and the employees, auxiliaries and subcontractors of the contracting partner, or the specialists leased to AXA, will not infringe any rights of third parties when carrying out their work. If there is a defect in title and third parties assert claims against AXA for alleged infringement of their intellectual property rights or other rights, the contracting partner shall indemnify AXA in full and hold it harmless against any such third-party claims and against their assertion. AXA will notify the contracting partner immediately. AXA is entitled to involve the contracting partner in the court proceeding by means of a third party action or similar measure under the applicable procedural rules. AXA is at liberty to leave the defense of any claims asserted by the third party, including litigation, up to the contracting partner at their own expense. In this case, the contracting parties are mutually obligated to grant each other access, upon first request and at no charge, to all information that could be used to defend the claims asserted. The contracting partner shall be responsible for all costs in connection with the court proceeding. The contracting partner shall in all cases accept the outcome of the court proceeding. The legal consequences set out in Art. 195 of the Code of Obligations shall apply in the event of any full or partial obligation on the part of AXA to surrender, assign or cease and desist. In the event that third parties assert claims against the contracting partner, the contracting partner will notify AXA immediately. All consequences mentioned above shall apply in this case as well, by analogy. The right to claim damages remains reserved in all cases.

If a defect is remedied, the applicable warranty period shall be extended by the period of time between the date on which the defect was reported and the date on which it was remedied. If the good is redelivered, repaired or replaced, the warranty period shall begin again accordingly from the date of redelivery, repair or replacement.

## 8 Default on the part of the contracting partner

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In the absence of any arrangements in the order specifying otherwise, the deadlines agreed are fixed deadlines for performance. The contracting partner shall be automatically in default in the event of any failure to meet such deadlines.

## 9 Remuneration and invoicing

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The contracting partner will invoice AXA for their services after the services have been provided. Invoices must be issued in the currency contained in the order and must comply with all tax or other requirements and be sent to the address indicated in the order. Any value added tax due must be shown separately.

In addition, the invoice must contain the AXA purchase order number.

In the event that AXA and the contracting partner have agreed to billing based on days and/or hours of work performed, the invoice must also contain a detailed description of the services provided, the date on which they were provided and the agreed daily and / or hourly rates. Invoices will only be processed by AXA if they contain all of the above information. AXA is entitled to set off its own claims against claims of the contracting partner. Payments by AXA do not imply delivery by the contracting partner in compliance with the contract.

## 10 Terms of payment

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The deadline for payment is net 30 days from receipt of the invoice.

## 11 Liability

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The contracting partner shall be liable to AXA for any loss or damage caused by them, their employees or third parties engaged by them during performance of the contract. Liability is governed by the Code of Obligations (CO).

## 12 Work media

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The contracting partner agrees to apply and use the technical aids, tools and platforms used by AXA in accordance with the guidelines of AXA.

## 13 Confidentiality and data protection

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If performance of the contract leads to any processing of personal data about AXA, its clients, subcontractors, employees or leased specialists, the contracting partner undertakes to process this data solely for the purposes of fulfillment of the contract. The contracting partner is prohibited from processing this data for any other purposes. Both contracting parties are required to comply with the provisions of the Swiss Federal Data Protection Act (DPA).

## 14 Use of AXA logos and company names

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The contracting partner is only permitted to use the name or the logo "AXA" with prior written consent from the Head of Communications of AXA. Even if such consent has been granted, AXA reserves the right to review and possibly request changes to publications in which the logo or name will be used. AXA may revoke the consent granted to the contracting partner at any time without giving reasons.

## 15 References and publicity for contracting partner

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AXA does not permit any media releases or success stories about contracts, the use of products or about services it procures from the contracting partner.

## 16 Corporate responsibility

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AXA encourages its suppliers to act responsibly towards society and the environment and aims to engage with them in a transparent dialogue.

In addition to complying with the AXA Group's sustainability principles, AXA also requires its contractors to comply with fundamental [principles of the ILO \(International Labor Organization\)](#).

Should AXA notify the contractor that the contractor's professional practices contradict the above ILO principles, or should the contractor become aware of such a contradiction, the contractor agrees to change the relevant practice and inform AXA of the implemented compliance. If the Contractual Partner does not resolve the problem in an appropriate manner or if such violations are repeated thereafter, AXA reserves the right to terminate the contract with the Contractual Partner without compensation (with the exception of outstanding invoices for services rendered by the Contracting Party till the termination date).

AXA further reserves the right to terminate the contract with the Contractual Partner without compensation (with the exception of the payments owed by it up to the termination date for the service owed by the Contractual Partner), should AXA determine that a business practice of the Contractual Partner contradicts the principles and practices of the "Compliance Guide and Code of Ethics" of AXA ([AXA.ch/doc/afshw](#)).

## 17 Requirement for written form

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Any additions or amendments to the contract between AXA and the contracting partner as well as these GTC must be in writing in order to be valid. An electronic signature "AXA, operated by Unversign" will likewise suffice. This form requirement may only be waived by written agreement.

Any communications between AXA and the contracting partner with respect to the exercise of rights and obligations under the contract and these GTC shall be sent to the other contracting party in written form or by e-mail, followed by confirmation in the same form.

## **18 Prohibition of assignment**

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The rights to which the contracting partner is entitled may not be assigned, transferred or pledged without written consent from AXA.

## **19 Foreign labor**

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If the contracting partner wishes to employ foreign labor in Switzerland to provide services under this contract, the contracting partner is required to obtain the necessary residence and work permits from the competent authorities in a timely manner in advance, at their own expense, and submit these to AXA without having to be asked.

If the foreign labor works for AXA exclusively from abroad, this requirement does not apply.

## **20 Representation of AXA**

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The contracting partner and their employees, auxiliaries and subcontractors, as well as leased specialists, are not entitled to act or enter into any commitments on behalf of AXA in relation to third parties. Any exceptions require written consent from AXA.

## **21 Termination**

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Either contracting party may cancel or terminate the contract in writing at any time. The services provided by the contracting partner to the date of termination of contract are to be remunerated by AXA. Both parties reserve the right to claim for damages due to termination of the contract at an inopportune time. Compensation for loss of profit is excluded. In the case of a continuing obligation, the contract may be terminated in writing subject to compliance with a period of notice of three months given at the end of any month. Notwithstanding the foregoing, either party may terminate any contractual relationship with immediate effect at any time (i) if, due to a breach of this contract, continuation of the contractual relationship appears unreasonable for the other party from an objective view; (ii) in the event of insolvency, bankruptcy proceedings or a bankruptcy moratorium request by the other party as well as all equivalent circumstances of the other party; and (iii) if the other party ceases its business activity. In the event of any termination of the contract without notice within the meaning of this section, AXA will not owe the contracting partner any compensation. If AXA has already provided remuneration for deliverables from the contracting partner that were not yet received, the contracting partner shall refund the corresponding amount to AXA on a pro-rated basis.

## **22 Applicable law and place of jurisdiction**

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The contract between AXA and the contracting partner, as well as these GTC, are governed by Swiss law to the exclusion of the provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) of April 11, 1980 (CISG)). Winterthur shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.



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