



General Terms and Conditions (GTC)

Procurement of AXA Insurance Ltd

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General Terms and Conditions (GTC)

1 Scope of application

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

2 Offer phase

Unless otherwise agreed in writing, no costs will be charged by either party as part of the offer phase. The contracting partner's offer shall remain binding for the period specified by AXA. In the absence of such information, the contracting partner shall remain bound for a period of three months from the date of their offer. Until the order is placed, AXA may withdraw from the negotiations without any financial consequences.

3 Electronic ordering

The contracting partner acknowledges that orders from AXA will only be placed electronically. The parties, the subject matter of the contract, the detailed services, their price, the place of performance as well as the duration of the contractual relationship and the contact person at AXA are shown on the orders. If the contracting partner does not wish to carry out the order, they must inform their contact person at AXA in writing by email within five working days of receipt of the order. If AXA does not receive a corresponding notification from the contracting partner within the specified period, the order is deemed to have been accepted by the contracting partner.

4 Provision of services

In the performance of the contract, the contracting party is obliged to:

- use the necessary expertise and due care;
- 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 that affect the contracting partner as addressee.

The contracting partner shall bear the costs of the resources necessary to fulfill the contract (e.g. premises, tools or other materials). Any supplies provided by AXA are excluded from this.

The contracting partner shall perform their obligations personally or through the employees/associates 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/associates and operating 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/associates of the contracting partner who have equivalent professional qualifications. The contracting partner shall be solely responsible for any costs incurred for transferring and/or training the personnel, including all expenses of any related work on the part of AXA. The contracting partner may only involve third parties (subcontractors and auxiliaries) for the performance of the services with the prior written consent of AXA, in which case the contracting partner shall be liable to AXA for the services of third parties in the same way as for their own services. **An exclusion of liability for auxiliaries pursuant to Art. 101 para. 2 of the Swiss Code of Obligations is excluded.**

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

The contracting partner undertakes to ensure the continuity (business continuity management) of the services to be provided under the contract, even in the event of a business interference or interruption, by taking appropriate measures. To this end, the contracting partner must, on request, provide appropriate plans for maintaining the provision of services. The contracting partner is obligated to inform AXA immediately if continuity is jeopardized.

5 Performance and assumption of risk

Delivery of the goods or the provision of the service shall take place at the place specified in the order. If the order does not specify the place of performance, AXA's registered office is deemed to be the place of performance.

If AXA requires the contracting partner to have access to its premises and/or IT systems in order to perform, the contracting partner, their employees and, where applicable, any third parties engaged, comply with the security provisions and the applicable house rules.

Any partial deliveries of the goods require the prior written consent of AXA. The contracting partner shall inform AXA immediately and in writing of any problems which may or are already affecting the delivery of the goods. If adherence to the delivery schedule is jeopardized for any reason other than an error 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 pass to AXA upon full delivery of the goods at the place and date of performance upon acceptance.

All shipments sent directly to AXA (e.g. deliveries based on purchase agreements or contracts for work and services) must be insured by means of transportation insurance by the contracting party. The insurance premiums shall be borne by the contracting party.

6 Intellectual property rights

All rights, in particular copyrights, patent rights, trademark rights, etc., to the service and work results generated under the contract between AXA and the contracting partner shall be transferred to AXA in their entirety, irrespective of their eligibility for protection at the time of their creation, and the contracting partner shall assign 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 under any circumstances by their employees, auxiliaries or subcontractors. 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 intellectual property rights to the service and work results to AXA in full.

If the contractual service provided by the contracting party is protected by intellectual property law, the contracting partner warrants to AXA that it holds all intellectual property rights and assigns these to AXA in full. Any compensation to the contracting partner for the transfer of rights is included in the agreed price.

If the contracting partner uses intellectual property rights of third parties, it warrants to AXA that it is authorized by the owner of these rights to use them and that it may transfer the rights of use onward. In doing so, the contracting partner transfers to AXA an irrevocable, non-exclusive, sub-licensable, perpetual license to use these rights.

7 Warranty, defects in title and quality

The contracting partner warrants that the services owed are rendered with the utmost care and without defects in title, or that the delivered goods are free of defects in title or quality, and in all cases that the agreed, warranted and required characteristics are present and comply with the relevant statutory provisions.

The contracting partner assumes full responsibility and warrants to AXA that the contracting partner and their employees, auxiliaries and subcontractors, 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 infringements of their intellectual property rights or other rights, the contracting partner will indemnify AXA in full against any such third-party claims and the assertion of such claims. AXA will notify the contracting partner immediately. AXA is entitled to involve the contracting partner in the court proceeding by means of third-party notice or similar arrangements under the applicable procedural law. AXA is at liberty to leave the defense of the claims asserted by the third party, including litigation, to the contracting partner at its own expense. In this case, the contracting partners are mutually obligated to provide each other, at first request and free of charge, with all information that could be used to defend the claims asserted. All costs associated with the court proceeding shall be borne by the contracting partner. The contracting partner accepts the result of the court proceeding in all cases. The legal consequences of Art. 195 of the Swiss Code of Obligations shall apply in the event of any full or partial obligation on the part of AXA to surrender, assign, or refrain from doing something. The contracting partner shall notify AXA immediately if third parties assert claims against the contracting partner. All consequences mentioned above also apply analogously in this case. In all cases, AXA reserves the right to claim damages. If a defect is rectified, the warranty period shall be extended by the period between the notification of the defect and the rectification of the defect. If the goods are delivered new, repaired or replaced, the warranty period shall commence anew accordingly from the date of delivery.

8 Default on the part of the contracting party

Unless otherwise stipulated in the order, agreed deadlines shall be deemed to be due date business ("Verfalltagsgeschäft"). The contracting party shall automatically be in default if such deadlines are not met.

9 Remuneration and invoicing

The contracting party shall invoice AXA for its services after they have been rendered. Invoices must be issued in the currency of the order and must comply with all tax or other regulations and be sent to the address indicated in the order. Any value added tax owed must be shown separately. The invoice must also contain the AXA order number. If AXA and the contracting partner have agreed billing based on time, the invoice must also contain a detailed description of the services provided, the date on which they were provided, as well as the agreed daily and/or hourly rates. Invoices will only be processed by AXA if they contain all the information listed above. AXA is entitled to offset its own claims against those of the contracting partner. Payments by AXA do not imply acceptance of a delivery in accordance with the contract by the contracting partner.

10 Terms of payment

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

11 Liability

The contracting partner is liable to AXA for any loss or damage caused by the contracting partner, its employees or third parties engaged by the contracting partner in the performance of their contract. Liability is based on any individual or master agreement concluded between the Parties and, secondarily, on the basis of the Swiss Code of Obligations (SCO).
The Supplier shall in all cases be liable for any kind of fault for loss or damage resulting from a breach of clauses 6, 7 (legal warranty) and 13.

12 Work media

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

If the fulfilment of the contract leads to the processing of personal data of AXA, its customers, subcontractors, employees or leased specialists, the contracting partner undertakes to process this data solely for the purpose of fulfilling the contract. The contracting partner is prohibited from processing this data for any other purposes. Both contracting parties must comply with the provisions of the Federal Act on Data Protection (FADP).

14 Use of AXA logos and company names

The contracting partner is only allowed to use the name or the logo "AXA" with the prior written consent of 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 is used. AXA may revoke the consent granted to the contracting partner at any time without stating reasons.

15 References and publicity for the contracting party

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

AXA encourages its suppliers to act responsibly towards society and the environment, and seeks a transparent dialogue with them on these issues. In addition to adhering to the AXA Group's sustainability principles, AXA also requires its contracting partners to comply with [the standards of the ILO \(International Labour Organization\)](#). In the event that AXA notifies the contracting partner that their professional practices contradict the above-mentioned ILO principles, or if the contracting partner becomes aware of such a contradiction, the contracting partner agrees to change the corresponding practice and inform AXA of the solution implemented. In the event that the contracting partner fails to solve the problem in an appropriate manner or if such breaches are repeated thereafter, AXA reserves the right to terminate the contract with them without compensation (except for the payments owed by AXA up to the date of termination for the performance owed by the contracting partner). Furthermore, AXA reserves the right to terminate the contract with the contracting partner without compensation (except for payments owed by AXA up to the termination date for the performance owed by the contracting partner), should AXA determine that a business practice of the contracting partner is contrary to the principles and practices of AXA's "Supplier Code of Conduct" ([AXA.ch/doc/afshw](#)).

17 Rules on AI systems

Provider warrants that any AI system or AI model that is part of its products or services provided under this Agreement has been as such disclosed to the Customer prior to this Agreement in text and expressly accepted by the Customer, and Provider undertakes not to introduce any other AI system except with the prior express approval of Customer. This also applies to material changes to the AI systems (including the underlying AI models), in particular if such changes affect functionality, data processing, risks, output or interfaces. Provider shall not use Customer data for its own or other purposes and, in particular, not for training purposes. Provider shall ensure the same for any sub-providers and AI systems or AI models involved in the service. Provider will only provide products and services in full compliance with the EU AI Act, if and when EU AI Act is applicable, and Swiss Law ("AI Law"). Provider will provide any reasonable support to Customer in complying with AI Law regarding Provider's products and services. Unless expressly agreed otherwise, Provider undertakes and warrants to provide or use as part of its services only AI systems and models that are adequately tested with success, are without prejudice to stricter requirements at least of good quality and adequately protected against abuse and misuse, permit monitoring, and come with adequate lifecycle management (e.g., incidents, drifting).

18 Requirement for written form

Any additions and changes to the contract between AXA and the contracting partner as well as to these GTC must be made in writing in order to be valid. An electronic signature such as "AXA, operated by Universign" or an equivalent eSignature solution is also sufficient. This formal requirement can only be waived by written agreement.

Any communications regarding the exercise of rights and obligations arising from the contract between AXA and the contracting partner as well as from these GTC must be sent to the other contracting party in writing or by email, followed by confirmation in the same form.

19 Prohibition of assignment

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

20 Insurance

The contracting partner shall ensure appropriate insurance coverage for itself, its employees, auxiliaries and subcontractors or the leased specialists, in particular against the risks of illness and accident. The contracting partner shall meet their obligations with respect to social insurance contributions as a self-employed person/employer and undertakes to provide AXA, on request, with a certificate from their OASI compensation office ("Ausgleichskasse") confirming that they are recognized as a self-employed person/employer. The contracting partner confirms that AXA shall not be liable for any pro rata social insurance contributions and will indemnify AXA against any claims by third parties.

21 Foreign specialists

If the Contracting Party wishes to employ foreign specialists in Switzerland for the provision of services under this contract, it is obligated to obtain the required residence and work permits from the competent authorities in a timely manner in advance and at its own expense, and submit them to AXA proactively. If the foreign specialists work for AXA exclusively from abroad, this obligation does not apply.

22 Termination

Either contracting party may revoke or terminate the contract in writing at any time. The services rendered by the contracting party up to the termination of the contract are to be paid by AXA. Both parties reserve the right to claim damages due to termination of the contract at an inopportune time. Compensation for lost profit is excluded. In the case of a continuing obligation ("Dauer-schuldverhältnis"), the contract may be terminated in writing at the end of each month, subject to a notice period of three months. Notwithstanding the foregoing, either party may terminate any contractual relationship with immediate effect at any time, (i) if, due to a breach of the contract, continuation of the contractual relationship appears objectively unreasonable for the other party; (ii) if the other party becomes insolvent, bankruptcy proceedings are instituted or a bankruptcy moratorium is requested, as well as all equivalent circumstances of the other party; and (iii) if the other party ceases its business activity. In the event of termination of the contract without notice within the meaning of this section, AXA shall not owe the contracting partner any compensation. If AXA has already paid remuneration for services not yet received from the contracting partner, the contracting partner shall repay the corresponding amount to AXA on a pro rata temporis basis.

In the event of termination of the individual contract, the Supplier shall cooperate in a timely manner with regard to the orderly return of its previous tasks to AXA or the transfer to the new Supplier designated by AXA.

23 Sanctions exclusion clause

AXA is not obliged to accept services, make payments or grant other benefits if doing so would expose AXA to any sanctions, prohibitions, or restrictions under UN resolutions, or trade or economic sanctions laws or regulations of Switzerland, the European Union, the United Kingdom or the United States of America.

Furthermore, AXA reserves the right, in cases where such exposure exists or is imminent, to terminate the contract with the supplier without compensation (except for payments owed by AXA for the supplier's services up to the termination date where it is legally permissible to make such payments).

24 Right to audit and issue instructions

AXA reserves the right to conduct audits at the premises of the Supplier and at any subcontractors engaged by it (4th Parties) at any time during the term of the contract. The objective of these audits is to identify potential weaknesses or weak spots in the processes, computer systems/applications and network security used by the Supplier (or its subcontractors) to perform the contract. The audits shall take place during normal business hours on the premises of the Supplier or subcontractors (4th parties).

Examinations can be carried out by:

- AXA's internal or external auditors
- AXA delegated employees or assistants bound by a duty of confidentiality
- Representatives of the Swiss Financial Market Supervisory Authority (FINMA) or other regulatory authorities
- Third parties bound by professional confidentiality.

All costs incurred by the aforementioned parties shall be borne by AXA while the Supplier (including the sub-suppliers (4th parties)) shall bear its own costs.

The Supplier and any subcontractors contracted by it (4th Parties) must provide all necessary information and documents for the audit during and after its completion.

The Supplier is required to remedy the defects identified in the audit report within the following deadlines:

- Extremely serious risks: 60 days
- Serious risks: 120 days

25 Representation of AXA

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

26 Applicable law and place of jurisdiction

The contract between AXA and the contracting partner as well as these GTC are subject to Swiss law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG)). The exclusive place of jurisdiction for any disputes is Winterthur.



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