

**ALLIANZ STANDARD TERMS AND CONDITIONS
FOR PURCHASING GOODS & SERVICES**

1 These are General Terms and Conditions by and between Allianz Global Corporate & Specialty SE UK Branch whose registered office is at 60 Gracechurch Street London EC3V 0HR (further referred to as the "Allianz") and Supplier (further referred to as the "Supplier") as each are named in an applicable Purchase Order (further referred to as PO).

2 These Terms and Conditions are only valid if there has been no other master/framework contract signed between Allianz and the Supplier. Should AGCS and the Supplier already have a master/framework contract in place then the Terms and Conditions found in the master/framework contract will supersede the Terms and Conditions found in this PO.

3 The Supplier will supply the goods or services shown on the SAP Ariba PO order form at the price agreed between Allianz and the Supplier. Allianz will advise the Supplier of the delivery address on the SAP Ariba PO, unless Allianz notifies the Supplier of any variation to the delivery address in writing. There will be no additional charge to Allianz for delivery. Where services are being provided Allianz will state on the SAP Ariba PO the address at which the services are to be provided.

4 All PO invoices shall be submitted via the SAP Ariba network. The invoices should be clearly marked with Allianz's SAP Ariba PO number, contain the specific services/goods/software provided, any details and other supporting information as Allianz requests, and must be in accordance with any requirements set forth in the AGCS Vendor Portal, as well as all UK legal requirements. Allianz will make payment for goods/services delivered within [30] days of the date of the Supplier's invoice and provided goods/services have been satisfactorily delivered/received. Allianz must notify the supplier within [10] working days where goods/services have been delivered/received unsatisfactorily or below the agreed specification. Any invoice which does not include all required information will be deemed as not valid. Allianz will process payment for undisputed portions of an invoice within [30] days of receipt. Allianz may withhold payment for disputed portions of an invoice until the dispute is resolved and the Supplier shall not be entitled to the interest accrued on this outstanding amount. The Supplier shall continue to perform all of its obligations under an applicable SAP Ariba PO during any period in which Allianz withholds any portion of a Supplier's invoice.

5 If the goods are not of the standard required by Clause 6(a) and/or 6(b), Allianz may reject the goods or require the Supplier to bring the goods up to the required standard. Any goods which do not comply with the contract to which they relate may be retained by Allianz, after giving the Supplier notice that it is rejected or at Allianz's option may be returned for full credit or replacement at the Supplier's cost including the cost of transportation. Allianz shall have a lien on such goods to the extent of any expense incurred and recoverable from the Supplier. For the avoidance of doubt clause 4 will not apply if the goods or services are rejected and no payment will be made by Allianz until such time as the services or goods comply with clause 6 and/or clause 7 of these Terms and Conditions.

6 The Supplier warrants:
(a) that the goods are of satisfactory quality and fit for the purpose for which goods of the type bought are normally used

(b) that the goods conform to the specification. No other specification, descriptive material, written or oral representation, correspondence, promotional or sales material shall form part of or be incorporated into these terms unless a copy is attached to this order and signed by both parties

7 The Supplier further warrants to Allianz that:
(a) all the duties to be performed under and in connection with the services will be performed and that in performing the same has used and shall use all the professional skill and care and diligence reasonably expected of a suitably qualified and experienced Supplier performing services the like of those undertaken by the Supplier

(b) it has not specified or authorised for use in the services and will use all the skill care attention and diligence required by sub clause (a) above to see that there will not be used in the provision of the services any materials which at the time of use:

i are generally accepted or reasonably suspected within the Supplier's profession of being deleterious;

ii have been notified to the Supplier in writing as prohibited for use in connection with the services;

iii are not in accordance with industry good practice current at the said time.

8 The date for delivery or completion will be specified on the SAP Ariba PO and time will be of the essence. The Supplier must notify Allianz immediately in the event of any delay for any reason.

9 The Supplier assumes:
(a) all risk of loss or damage to all items ordered until delivery
(b) all risk of loss or damage to third persons and their property until delivery of the items ordered
(c) all risk of loss or damage to any property in the possession of the Supplier for the account of Allianz until such property has been delivered to Allianz
(d) all risk of loss or damage incurred by Allianz including loss incurred by Allianz under its contracts with third parties as a consequence of the Supplier's failure to make timely delivery of goods or services in a satisfactory condition
(e) all risks of loss or damage to items ordered until installed
(f) all risk to Allianz property as a result of installation commissioning and/or delivery.

10 Allianz may at any time inspect any part of the services and any instructions issued to the Supplier shall be incorporated into the services.

Allianz reserves the right to terminate the services if in their reasonable opinion they are not being performed in accordance with the agreement.

11 Delivery of goods/services shall be made to the Allianz address displayed in the SAP Ariba PO. Allianz shall make all

arrangements necessary to take delivery of the goods/services on the day notified by the Supplier for delivery/installation.

The Supplier undertakes to use its reasonable endeavours to despatch the goods/services on an agreed delivery date.

Should the goods/services be ready for despatch, Allianz will not be held liable should the Supplier need to store and insure the goods/services, where no specific delivery date has been agreed.

If short delivery does take place, Allianz reserves the right to reject goods/services.

Allianz shall carry out a thorough inspection of goods/services within [5] days of delivery and shall give written notification to the Supplier within [10] working days of delivery of the goods/services of any defects which a reasonable examination would have revealed.

Any signature on a goods receipt note or sign-off for completion of services will be deemed merely an acknowledgement of receipt or completion and not a waiver of the right to reject. No signature by any employee or agent of Allianz will constitute acceptance.

12 The Supplier will be liable for any injury or damage occurring to Allianz or its employees which results from any delivery, installation or service supplied or any contract to which these terms apply and warrants that it will maintain adequate professional and public liability insurance to cover the aforementioned.

13 Ownership of goods/services shall pass to Allianz on satisfactory delivery or installation of the goods/services and following acceptance, as stated in clause 11, whichever is the latter.

14 Neither party shall be liable or be deemed to be in breach of this agreement for any delays or failures in performance of the contract which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than one month, either party may terminate the SAP Ariba PO to which these terms apply by written notice to the other.

15 All information relating to the nature of the goods and services ordered and the existence, use, name, description or purpose of such goods is or shall be deemed to be confidential. The Supplier will hold such information in strict confidence and will not use, disclose or permit any one else to use or disclose it except as required in the course of completing this order or the service otherwise as authorised by Allianz in writing.

16 If any provision of these terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed and rendered ineffective as far as possible without modifying the remaining provisions of these terms and shall not in any way affect any other circumstances of or due validity or enforcement of this Agreement.

17 No delay or failure on the part of Allianz in exercising any rights under this order and no partial exercise shall constitute a waiver of such

rights or any rights under this Agreement.

- 18 Any other variations agreed between the Parties shall not be valid unless agreed between the parties, in writing.
- 19 The rights or duties under these terms may not be assigned or subcontracted by the Supplier without the consent of Allianz in writing. The process of Allianz providing written consent shall include, but not be limited to, adequate due diligence of the subcontractor being carried out by the Supplier to Allianz's satisfaction. The Supplier agrees to indemnify Allianz for all loss which Allianz may suffer as a result of the acts, error or omissions of the subcontractor in the supply the of goods or services.
- 20 Any notice to be served by one party on the other must be in writing and must be served by hand or by registered post or recorded delivery in the case of Allianz at its registered office and in the case of the Supplier at the address in the services contract or on the SAP Ariba PO. The notice shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two working days after posting, excluding Saturdays, Sundays and statutory holidays.
- 21 Should the Supplier wish to Outsource services to a third party (subcontractor) than this shall be permitted only with the approval of the Principal in written or text form. In such a case the Supplier shall contractually impose on those subcontractors at least those obligations as apply to the Supplier under these Terms and Conditions and as set out in the respective contract.
- 22 The conditions apply only to Allianz and the Supplier and no third party will have any right to enforce them.
- 23 These terms shall be in addition to and not in substitution for any rights vested in Allianz under the general law. These terms are subject to the law of England and Wales and the exclusive jurisdiction of English and Welsh Courts.
- 24 The Supplier assures Allianz that during its participation in the process to negotiate and create this Agreement, as well as during and after performance of this Agreement, it will observe the following principles:

The Supplier shall not (i) make an offer, payment, promise to pay, or authorise the payment of any money, including kick-backs, or an offer, gift, promise to give, or authorise the giving of any thing of value to any government official, or family member, political party, party official or representative of a state-owned enterprise for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining any improper business advantage, or (ii) permit or authorise any other action to be taken, including any other action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause the Supplier, Allianz or any of Allianz's Affiliates to be in violation of any applicable anti-bribery laws, including the UK Bribery Act of 2010 and the United States Foreign Corrupt Practices Act of 1977, as amended.

The Supplier shall disclose to Allianz and/or any Allianz Affiliates all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with the awarding of this Agreement.

The Supplier is required to provide written monthly reports of all work done on behalf of Allianz or any of Allianz's Affiliates. This report must include (i) all documentation regarding any and all payments made on behalf of Allianz to a government official

or family member, any official of a political party, party official or representative of a government owned enterprise; and (ii) an accounting of all expenses incurred in performing this Agreement with Allianz, or any of Allianz's Affiliates, including all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with this Agreement or any other agreement in relation thereto.

The Supplier must not offer, promise or grant to Allianz or any of Allianz's affiliates, any of its employees involved in the awarding or performance of this Agreement, or to a third party any gratuities or services, tangible or intangible, in order to obtain a contract or agreement with Allianz or any of Allianz's affiliates, nor place Allianz or any of Allianz's affiliates or its employees in a more favourable position, in order to receive, in return, any illegitimate advantages in the awarding of this Agreement or any other contract or agreement with Allianz or any of Allianz's affiliates.

If the Supplier gains knowledge of any conduct by one of its employees, subcontractors, independent consultants or agents which constitutes bribery or corruption according to this Section, or if the Supplier has specific suspicion of such conduct, it shall immediately inform Allianz or Allianz's affiliates and/or the representative of this Agreement.