

## APPENDIX 9. NATIONAL REQUIREMENTS IN DENMARK

## GENERAL INFORMATION ABOUT THIS APPENDIX

This Appendix lays down the special terms and conditions that apply to purchase of the pharmaceuticals in Denmark under the Framework Agreement. The provisions thus supplement the terms and conditions of the Framework Agreement to the relevant extent according to conditions in Denmark.

The provisions of the Appendix are not separately consecutively numbered but are numbered according to the clause of the Framework Agreement to which they relate.

### 1. THE FRAMEWORK AGREEMENT

1.1.a Amgros is the pharmaceutical procurement service for the five regional authorities in Denmark and is owned by the 5 Danish regions: Region Nordjylland, Region Midtjylland, Region Syddanmark, Region Hovedstaden and Region Sjælland.

1.1.b Amgros enters into framework agreements in order to supply the hospital pharmacies ("The Customers" specified in Appendix 9A) with pharmaceuticals.

1.1.c Amgros resells the pharmaceuticals to the Customers at a price corresponding to the purchase price paid by Amgros plus a specific percentage rate (however not exceeding a price corresponding to the pharmacy purchase price (in the following referred to by its Danish abbreviation "AIP")).

1.4.a In respect of certain pharmaceuticals, the hospital pharmacy of the Capital Region (Region Hovedstaden) is furthermore entitled to make purchases for resale to the Faroe Islands and Greenland. The purchase and delivery thereof are subject to the provisions of the Framework Agreement, thus including delivery to the hospital pharmacy of the Capital Region.

1.7.a Amgros has drawn up *Guidelines for the day-to-day cooperation in connection with delivery of medicines to Amgros and the hospital pharmacies in Denmark*. The guidelines are available at Amgros' "Tenders Page", and the Supplier is required to be familiar with the guidelines as they include a description of the procedures regarding the cooperation between Amgros and the Supplier. In case of conflict between the guidelines and the Framework Agreement, the Framework Agreement shall prevail.

110.a Where the Supplier chooses to place a stock of the product with a wholesaler so that orders can be placed with the wholesaler, the supplier must be aware that the wholesaler's acceptance of orders is deemed to be an acceptance on behalf of the supplier to sell the product on the terms and conditions stipulated in the Framework Agreement, including at the price stipulated in the Framework Agreement.

### 2. PHARMACEUTICALS COVERED

2.4.a Where the Supplier chooses to place a stock of the product with a wholesaler so that orders can be placed with the wholesaler, the Supplier must be aware that the wholesaler's acceptance of orders is deemed to be an acceptance on behalf of the Supplier to sell the product on the terms and conditions stipulated in the Framework Agreement, including at the price stipulated in the Framework Agreement.

## **4. REQUIREMENTS APPLICABLE TO THE SUPPLIER AND THE PHARMACEUTICALS**

4.3.a See the guidelines (see section 1.7.a) for further information regarding registration of products in Medicinpriser.dk.

4.6.a For pharmaceuticals where the order indicates that they are meant for resale to Greenland, the residual shelf life on delivery shall not be less than 18 months. This provision shall not apply to pharmaceuticals whose shelf life pursuant to the summary of product characteristics is shorter than 24 months. For such pharmaceuticals, the residual shelf life on delivery shall not be less than half of the shelf life stated in the summary of product characteristics for the pharmaceutical concerned.

4.7.a Return of pharmaceuticals in accordance with clause 4.7 above may take place by use of ordinary postal service, e.g. PostNord to the Supplier's address as stated in the Framework Agreement, unless the Supplier on delivery of the pharmaceuticals informs that any return is to take place in another manner or to a different address. The Customer's liability for any returned pharmaceuticals shall cease upon delivery of the pharmaceuticals to an independent carrier.

4.7.b Upon return of pharmaceuticals, the Customer will enclose a return slip with information on the pharmaceutical, package size, batch number, shelf life and quantity, as well as the name of the Customer and contact person, including contact details. The Customer will furthermore state on the return slip that the pharmaceuticals are returned due to the delivery of pharmaceuticals with short shelf life. The Customer will at the same time inform Amgros of the returned products.

4.7.c The Supplier shall not later than 8 days after receipt of the returned pharmaceuticals issue a credit note to Amgros.

## **8. ORDERING**

8.1.a The Customer will place continuous orders with Amgros.

8.1.b Amgros will then place continuous orders with the supplier

8.1.c Ordering will take place electronically (or by fax)

8.1.d The Supplier shall immediately confirm the order, if possible electronically or otherwise by fax to Amgros.

## **9. DELIVERY**

9.1.a Delivery shall take place not later than 3 working days after the Supplier's receipt of the order. "Working days" shall mean Mondays through Fridays, except for Danish public holidays, 5 June, 24 December and 31 December.

9.1.b Delivery shall be DDP (Incoterms 2010) to the address stated by Amgros in the order (Hospital Pharmacy or related locations). The places of delivery are specified in Appendix 9.A. The list of the places of delivery is also available at the "Tenders Page" of Amgros, (<https://levportal.amgros.dk>) at the page Levering/Tilbagekaldelser - Aktuelle leveringssteder. The list will be updated on a regular basis.

## **11. TERMS OF PAYMENT**

11.1.a Amgros payments shall be due 30 days after the date when the Supplier has submitted a satisfactory invoice. The invoice shall include Amgros' order number and the time of delivery. Invoicing shall take place electronically by using EAN number 5798000016729.

### **13. BREACH BY THE CONTRACTING AUTHORITIES**

13.2.a In the event that Amgros is in breach of its payment obligations under the Framework Agreement, the Supplier shall be entitled to interest pursuant to the provisions of the Danish Interest Act (*renteloven*).

### **14. CONTACT PERSONS**

The day-to-day contact person of Amgros

Phone no: 88 71 30 55

E-mail address: [kundeservice@mgros.dk](mailto:kundeservice@mgros.dk)

The contract manager of Amgros

Name:

Phone no:

Mobile:

E-mail address: