

**Guide for daily cooperation
in connection with the supply of pharmaceuticals
to the hospital pharmacies in Denmark and
Amgros**

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1. The guide to the framework agreement

Amgros has prepared this guide for the daily cooperation between suppliers, distributors / wholesalers, hospital pharmacies and Amgros.

In case of doubt or discrepancy between the framework agreement entered into and this guide, it is the provisions of the framework agreement that apply.

2. Purchase of pharmaceuticals

Amgros conducts ongoing tenders and concludes agreements, including framework agreements, on the delivery of the expected need for pharmaceuticals to all public hospitals in Denmark following procurement rules for public procurement.

Amgros uses electronic communication to exchange orders, invoices, and other information. All orders for pharmaceuticals from the hospital pharmacies go electronically via Amgros to the suppliers. Order confirmations and invoices go from the suppliers via Amgros to the hospital pharmacies. The physical delivery takes place directly from the supplier or the wholesaler / distributor to the hospital pharmacies. See also section 27 "National receiving control / Import controls" on the national receiving / import control requirements for delivery to the hospital pharmacies.

3. Supply Chain contact persons

It is important to exchange names of contact persons involved in Supply Chain activities so that both Amgros and the suppliers know whom to contact. Amgros will therefore request, before the start of the purchase period, to receive a completed form in the Appendix 1.

4. Wholesaler/distributor

It is important that Amgros is informed about the wholesaler / distributor that is used, if any. Amgros therefore wants this to be specified together with contact persons in Appendix 1

If a supplier switches wholesaler(s)/ distributor(s) during the framework agreement period, an updated Appendix 1 with the information must be submitted to kundeservice@amgros.dk

5. Definitions

In Amgros' daily work, the "Definitions for back orders" specified in Appendix 2 are used.

6. Updating the guide

This guide is updated when Amgros becomes aware of either new topics that should be described or sections that should be updated. Change log is inserted as Appendix 4.

The latest version of this guide can be found on Amgros' [Leverandør- og Udbudsportal](#) (Supplier and Tendering Site).

7. Scope of guide

The guide applies to all contract goods that are delivered to the hospital pharmacies through Amgros I/S.

8. Orders

A maximum delivery time of 3 full weekdays has been agreed in the framework agreement. The day for Amgros' dispatch of an order is considered to be day 0. The pharmaceuticals must be received at the hospital pharmacy 3rd weekday thereafter. By "weekdays" is meant Mondays to Fridays except for Danish holidays, Constitution Day, Christmas Eve and New Year's Eve.

Many suppliers and wholesalers usually have daily deliveries to the hospital pharmacies, so that orders received before 12.00 will be delivered next weekday.

The individual hospital pharmacy issues orders to Amgros on an ongoing basis. Amgros then submits orders to the supplier on an ongoing basis. Ordering is by electronic order or email.

The supplier or wholesaler/distributor immediately confirms the order, if possible, electronically. The orders are confirmed by informing Amgros about the item, quantity and expected delivery time. Amgros, on this basis, confirms the orders to the hospital pharmacy.

When the goods are shipped, the supplier or distributor must, if possible, inform Amgros that delivery has taken place through the submission of an electronic shipping advice.

If a hospital pharmacy wants to cancel/change an order, the hospital pharmacy will contact the supplier directly via telephone or email. Immediately thereafter, an update will be made in Amgros' ordering system.

If an urgent need arises for a product, the hospital pharmacy can place an urgent phone order with the supplier or wholesaler/distributor. The product must then be delivered with the next delivery to the hospital pharmacy.

9. Supplier room on the Supplier and Tendering site (Mine firmasider)

Communication with the supplier about agreements and back orders takes place as far as possible via a company-specific supplier room, called "Mine firmasider", which can be accessed via <https://levportal.amgros.dk> This communication includes documents concerning tenders, among other things, information on ESPD documentation, letters to tenderer with information regarding the tender evaluation, framework agreements, estimates and extensions, as well as previously submitted offers to Amgros. In addition, there is an overview of backorders. The functionality of the "supplier room" is continually being expanded based on the needs of the suppliers and Amgros. New needs can be sent by email at kundeservice@amgros.dk and will be assessed in connection with the ongoing development.

Features, documents, and other information on these pages include only the business to which the user is affiliated. Amgros wants to have as current information as possible regarding any back orders. Therefore, you can via this page send an email directly to Amgros' customer service with updated information on back orders.

On "Mine firmasider", the supplier must also upload current ESPD documentation and section 39 license (company license/GDP).

10. Backorders

Amgros is obliged to ensure adequate supplies of medicines to all patients in public Danish hospitals. Therefore, it is important to have good cooperation and a close dialogue between suppliers and Amgros. Information about backorders, delivery and any suggestions for solutions are sent in writing to Amgros via Amgros' Leverandør- og udbudsportal (the Supplier and Tendering Portal), or via email at kundeservice@amgros.dk.

If the delivery time of 3 full weekdays cannot be met for an ordered pharmaceutical, the supplier is obliged to immediately inform Amgros in writing. The supplier must inform Amgros of the reason for the delay, as well as when delivery to the hospital pharmacy is expected and how many packages are expected to be delivered. The supplier must also notify Amgros in writing when the supplier can foresee that delivery problems may occur for a pharmaceutical. In the case of

early information, Amgros will be able to handle backorders, which may subsequently lead to a limited claim for damages against the supplier.

When Amgros has a fair view of an expected backorder situation, Amgros, together with the supplier, will try to distribute existing stock to the hospital pharmacies as needed. At the same time, Amgros will try to obtain replacement goods from another supplier.

If the supplier does not expect to be able to deliver goods for a long period of time, the supplier is always welcome to come up with proposals for replacement goods for Amgros, which can be included in Amgros' consideration of the purchase of compensation. See also section 11 on the supplier's own solution for backorder. For the supplier, an active contribution to solving the backorder situation means that the extra cost for replacement purchases is limited as much as possible. When the order backlog ends and the supplier can again deliver, the supplier must immediately inform Amgros in writing of when the supplier will be able to deliver again.

When the supplier informs of a delivery time, the supplier must specify specific dates for when the hospital pharmacies can again expect delivery of the pharmaceutical (cf. appendix 2). If a supplier can only provide a period of time for the expected resumption of delivery, Amgros will make use of the definitions of delivery time described in Appendix 2. In connection with information on the number of goods in stock, information on the quantity of goods that the supplier expects to receive is also requested. The information is important for Amgros to acquire knowledge of expected future delivery problems for the individual pharmaceutical. If the existing back orders cannot be delivered in full when goods arrive, Amgros will distribute the quantity received to the hospital pharmacies according to their needs.

11. Supplier's own solution of backorders

If the supplier does not expect to be able to deliver goods for an extended period, the supplier is always welcome to make suggestions for replacement goods to Amgros, which can be included in Amgros' consideration of the purchase of compensation. The framework agreement states that for backorders that have been notified by the supplier with a minimum of 6 weeks' notice, the supplier can indicate a proposal for a solution for replacement purchases. Suggestions for resolving a backorder are sent to Amgros via email at kundeservice@amgros.dk or via Amgros' [Leverandør- og Udbudsportal](#). Amgros will then assess whether the solution can be accepted. The supplier must have sent his proposal for the solution to the order back to Amgros no later than 4 weeks before the first day of the backorder period. For the supplier, an active contribution to solving the backorder situation means that the extra cost for replacement purchases is limited as much as possible. When the order backlog ends and the supplier can again deliver, the supplier must immediately inform Amgros in writing of when the supplier will be able to deliver again. This can be done via email at kundeservice@amgros.dk or via the [Leverandør- og Udbudsportalen](#).

12. Compensation for additional costs and mitigation of damages

If the supplier does not deliver an ordered product with the agreed quality and residual shelf-life within 3 full weekdays, the supplier is considered to be in back order. The backorder period continues until the supplier has goods in stock again (see Appendix 2, section "Goods in stock"). For reasons of the practical handling and organization of the purchases, the backorder period will be considered to have ceased at the earliest on the 2nd weekday after the time when the supplier has convincingly demonstrated to Amgros his ability to deliver and stockpile (see Appendix 2, section "Order back"). During the entire order period, Amgros is entitled to make replacement purchases, and the supplier is obliged to cover the additional costs of the replacement purchase during the entire order period. The contractual liability applies regardless of whether the purchased pharmaceuticals are fully used during the backorder period.

According to the framework agreement, the hospital pharmacies and Amgros must follow the general rules on duty of mitigation, however, taking into account the conditions stated in the framework agreement entered into. Amgros' decision on compensation purchases is made taking into account patient safety and resource issues, which means that ongoing item number changes should be avoided as far as possible. Consideration for ensuring a stable supply can also have a significant impact on Amgros' decision to purchase compensation.

13. Replacement Purchase

Managed in its entirety according to the framework agreement. If a supplier cannot deliver a pharmaceutical according to a framework agreement, the hospital pharmacy can make replacement purchases with a corresponding pharmaceutical. The difference between the corresponding pharmaceutical purchased for compensation and the contract price must be refunded by the supplier.

Statement of replacement purchases is usually settled quarterly. Upon later receipt of information from the hospital pharmacies regarding replacement purchases, Amgros reserves the right to settle additional costs as soon as Amgros is made aware of this, or to postpone the settlement to the following quarter.

14. Reimbursement Orders

If a supplier cannot deliver a pharmaceutical according to a framework agreement entered into, the hospital pharmacy can purchase this as a reimbursement order. This means that the hospital pharmacy purchases the same pharmaceutical (item number) from a wholesaler for AIP (the pharmacy's purchase price). The difference between AIP and the contract price must be refunded by the supplier.

15. Trifle Agreements

The hospital pharmacies are not reimbursed for any additional costs on the basis of back orders for pharmaceuticals purchased based on trifle agreements

16. Packing and shipping

The work in receiving goods at the hospital pharmacies can be simplified and work better if a number of simple conditions are followed. The supplier should therefore ensure the following:

- If a product with multiple batch numbers is delivered, these should be clearly separated.
- Pallets are required to be transport-protected with a transparent stretch foil.
- The number of transport units and the goods storage conditions must be stated in the consignment note.

For liquids (e.g. Glucose and NaCl solutions), further:

- The pallet height must not exceed 160 cm.
- A whole and unbroken pallet is preferred.
- Cardboard marks must be visible on the shipping package.
- Mixing of multiple batch numbers should be avoided. If mixing is required, place the largest batch at the bottom of the pallet.

17. Shelf life

The shelf life of the pharmaceuticals must not be less than 12 months on delivery. For some cytostatics, where it appears from the current framework agreement, however, at least 6 months. For pharmaceuticals where, when ordered, it is stated that they must be resold to Greenland, the shelf life on delivery must not be less than 18 months.

For pharmaceuticals whose shelf life according to the SPC is shorter than 24 months, the actual shelf life on delivery should be longer than half the shelf life specified in the SPC for that product. For example, a pharmaceutical that has a shelf life according to the Summary of Product Characteristics of 18 months must have a residual shelf life of at least 9 months when delivered to the hospital pharmacy.

If the supplier alone has the possibility to supply pharmaceuticals with a shorter residual shelf life than stated above, the supplier must inform the hospital pharmacy accordingly before delivery.

18. Returns

In general, the hospital pharmacies do not have the right to return purchased pharmaceuticals.

If pharmaceuticals with a shelf life shorter than those provided for in the framework agreement have been delivered, the supplier is always obliged to take back the pharmaceuticals or part of these for refund of purchase price and any additional costs, if the hospitals have not used the pharmaceutical in question in usual consumption before expiration of the shelf life or when the pharmaceuticals can no longer be used in the clinic.

If nothing else has been agreed with the individual supplier, the return can be made using PostNord to the Supplier's address stated on the framework agreement. The hospital pharmacy's responsibility for pharmaceuticals returned is discontinued when the pharmaceuticals are delivered to the transporter.

The supplier must issue a credit note to Amgros no later than 8 days after receipt of the returned pharmaceuticals.

19. Quality complaints

Complaints regarding quality and delivery are clarified directly between the hospital pharmacy and the supplier. This includes, for example, a complaint regarding shelf life, damaged goods, incorrectly delivered goods and the like.

20. Complaints regarding price and quantity

If an error is discovered in the quantity delivered in relation to the quantity ordered, the hospital pharmacy or Amgros contact the supplier for correction. Kundeservice@amgros.dk must be set c.c. on all emails between the supplier and the hospital pharmacy regarding errors in quantity. If the discussions take place between the hospital pharmacy and the supplier by telephone, the supplier must subsequently inform Amgros of the outcome of the discussions.

If Amgros discovers an incorrect price in connection with invoice checks, Amgros contacts the supplier.

21. Stock size

For the sake of consistency in supply, the supplier must have at least 3 months expected consumption in stock at the start of the purchase period. For the remainder of the purchase period, the supplier must maintain a suitable stock for each pharmaceutical, as appropriate, unless otherwise stated in the framework agreement, e.g. that 1/6 of the estimate must be in stock throughout the purchase period. The size of an "appropriate stock" must be assessed on the basis of the stated estimates, the purchases made under the framework agreement and the market development in general, so that the supplier can always deliver all received orders within 3 full weekdays.

During the entire purchase period, the supplier must be able to demonstrate on Amgros' request that the requirement for an appropriate stock is met. At Amgros' request, this check can be made either by sending documentation of stock-piling and stock quantity or by physical inspection of the same.

If Amgros wants to carry out physical inventory control at the supplier, the supplier must ensure access to the warehouse. If the supplier has placed his stock of the pharmaceutical at the wholesaler(s) / distributor(s), the supplier must ensure that Amgros has access to carry out similar audits at the wholesaler / distributor. Amgros will notify the time of inventory check in advance.

22. Estimates

In connection with the award of a framework agreement, Amgros informs about the expected estimate for purchases during the purchase period. If the hospital pharmacies' consumption of a pharmaceutical is changed, the individual supplier can see the latest updated estimate on the Leverandør- og Udbudsportal (the Supplier and the Tendering Portal) (see also section 9 "Supplier room on the Supplier and the Tendering site"). The supplier is asked to check his ability to supply in relation to the estimates and confirm the delivery ability via the Leverandør- og Udbudsportal (the Supplier and the Tendering Portal). If delivery problems are expected, Amgros must be informed in good time; preferably via the email function on the tab "Estimates" on the Supplier and Tendering site or via email at kundeservice@amgros.dk.

Amgros provides daily sales figures to Dansk Lægemiddel Information A / S.

23. Information about lead time, batch sizes, security stock, etc.

In the supplier room on Leverandør- og Udbudsportalen (the Supplier and Tendering Portal), the supplier can provide information about, among other things, leadtime, batch size and security stock for own contract goods. If this information is stated for a contract item, Amgros uses it, for example, in connection with planning of tenders, estimate changes and backorder processing (see also the section "Leverandør- og Udbudsportalen") ("Supplier room on the Supplier and Tendering Portal").

24. Information Sharing

To ensure a smooth and easy communication between the suppliers, the hospital pharmacies and Amgros, Amgros is constantly working on developing Amgros' Leverandør- og Udbudsportal (Amgros' Supplier and Tendering Portal) and a separate portal for the hospital pharmacies. Amgros informs, among other things, the hospital pharmacies regularly about the backorder situation via this portal.

25. ESPD and ESPD-documentation

As part of the tender process, Amgros requires all suppliers to issue an ESPD (European Single Procurement Document). In Amgros' pharmaceutical tenders, the ESPD is used as a self-declaration by each supplier. As of January 2018, the ESPD is made and submitted together with the submission of bids. The self-declaration serves as preliminary evidence that the tenderer is not covered by a number of exclusion grounds mentioned in the Public Procurement Act. Amgros may only award a contract to bidders who can prove that the exclusion data provided by them in the ESPD is correct. Details of the ESPD and the ESPD documentation can be found in Appendix 1 to the general tender conditions "Guidelines for the Common European Procurement Document (ESPD) and Documentation for Exclusion Grounds" which are part of the tender documents.

26. § 39 in the Medicines Act (company authorisation)

Amgros is § 39 approved by the Danish Medicines Agency for the wholesale of medicines within the EU / EEA. In order to ensure compliance with the GDP rules, it is a requirement that Amgros receives, no later than at the start of the purchase period, the individual supplier's § 39 license (company authorisation). The § 39 authorisation/company authorisation must be uploaded via Amgros' Leverandør- og Udbudsportal/ Mine firmasider/Mine dokumenter (Amgros' Supplier and Tendering Portal / My Firm Pages / My Documents). Subsequently, updated versions of the individual supplier's § 39 authorization must be uploaded via the Supplier and Offering Portal at each version update.

For foreign suppliers, Amgros must receive a corresponding authorization from a competent EU authority no later than at the beginning of the purchase period.

Last updated § 39 authorization for Amgros is available on Leverandør- og Udbudsportalen/Udbud og Bagatelkøb/Vigtige informationer (Amgros' Supplier and Tendering Portal / Tendering and Trifle Purchase / Important Information).

27. National receiving control / Import Controls

According to clause 4.2 of the framework agreement entered into, the supplier must ensure that all pharmaceuticals delivered to the hospital pharmacies prior to delivery are subject to national receiving control / import controls in accordance with applicable Danish legislation. This means that the hospital pharmacy must only check the orders upon receipt of delivery. If the supplier does not want to do this himself in Denmark, this service can be performed by the wholesalers or by some Danish companies that specialize in this. It is the supplier's responsibility that national receiving control / import control has taken place before the goods are delivered at the hospital pharmacy.

28. Amgros' own warehouse

Amgros has established the opportunity to stock pharmaceuticals to a lesser extent. This is because that in a number of situations we need to be able to stock pharmaceuticals for a short period without the hospital pharmacies being charged with this task. These are, for example, situations where Amgros:

- has experience that the supply of critical pharmaceuticals is uncertain
- centrally chooses to allocate pharmaceuticals to the hospital pharmacies based on real consumption, e.g. in connection with back orders
- As a result of a purchase commitment agreement, it is necessary to purchase pharmaceuticals because the hospital pharmacies have not purchased adequately according to the agreements.

Amgros' own stock is stated in Amgros' § 39 authorization, where 3DLogistik in Kolding is a contractual agent.

Amgros will in each situation assess whether Amgros itself should stock a pharmaceutical. Amgros will only avail itself of this option when it is necessary to ensure a stable supply of pharmaceuticals to the Danish hospital pharmacies, or that other benefits are obtained which outweigh the costs of operating the warehouse.

29. Transfer of framework agreement

The supplier cannot transfer his rights and obligations to third parties without Amgros' written consent.

The process of transferring framework agreements is available on Amgros' Leverandør- og Udbudsportal (Amgros' Supplier and Tendering Portal).

30. New item or other item in framework agreement and item number change

The process for a new product or other item in a framework agreement is available on Amgros' Leverandør- og Udbudsportal (Amgros' Supplier and Tendering Portal).

Amgros must be informed in good time about the item number change on a contract item, e.g. when packaging is updated, via email at kundeservice@amgros.dk.

Amgros must approve the change before it can be implemented.

31. Barcodes

The hospital pharmacies and Amgros continuously develop the use of bar codes.

Current requirements for barcodes for the individual drug dispensing forms, desired types of barcodes and their placement on the packaging are shown in Appendix 3 to the framework agreement.

The supplier must enter and maintain information on the barcodes used on the primary package on Amgros' Leverandør- og Udbudsportal (Amgros' Supplier and Tendering Portal).

32. Serialization

The hospital pharmacies and Amgros must follow the rules for serialization according to the "Directive on falsified medicines". This also means that our suppliers of pharmaceuticals must comply with these rules.

33. Treatment guidelines of the Danish Medicines Council

Amgros' purchase of pharmaceuticals, which are covered by the Medicines Council's treatment guidelines, is often characterized by great uncertainty at the start of the purchasing period. This is because the historical consumption of a pharmaceutical is often not true to the consumption after a treatment guide has been prepared. There will often be large switch in the consumption pattern of pharmaceuticals approved with the indication that is dealt with in the guide. Suppliers wishing to bid for tenders covered by one or more treatment guidelines should therefore be aware of the additional uncertainties that exist for these tenders.

Once the tendering process has been completed, the Danish Medicines Council can draw up a recommendation list and the final estimated consumption can be determined. At the signing of the agreement, the estimates in Appendix 1 will only be a preliminary indication of the amount of contract goods expected to be consumed. When the recommendation list is received from the Danish Medicines Council, the estimates in Appendix 1 will be updated. It is important to note that there may be large deviations in the estimates, which can go "in both directions" for the pharmaceuticals that are covered by the treatment guidelines.

34. Registration of pharmaceuticals in Medicinpriser.dk

The pharmaceutical must be included in www.medicinpriser.dk during the entire purchase period.

In the framework agreement, a date is set for when the pharmaceutical must be registered at www.medicinpriser.dk at the latest. It is usually two tariff periods before the start of the purchase period. The Danish Medicines Agency must receive the information from the supplier no later than 14 days before the price period for which the pharmaceutical is to be included in www.medicinpriser.dk. See also:

<http://laegemiddelstyrelsen.dk/da/tilskud/priser/anmeldelse-af-priser-og-sortiment/tidsfrister>

Example: At the start of the purchasing period on April 1, 2020, pharmaceuticals must be registered at www.medicinpriser.dk no later than February 24, 2020.

35. Closing days

If the supplier keeps closed in connection with holidays or during a holiday period, it is a great help if the supplier informs Amgros of any closing days. The information requested by Amgros can be entered in the form, which can be found in Appendix 3. The form must be sent to Amgros via email at kundeservice@amgros.dk in good time.

Please note that:

- Regardless of whether the supplier has informed Amgros of a closing day or a closing period, the supplier is still obliged to deliver all orders within 3 working days, even if the closing period had to extend for more than 3 full weekdays. In other words, the supplier must ensure that there is a preparedness in place to handle any orders that may be sent to the supplier during the closing period.
- All public holidays mentioned in this description are based on Danish holidays. If the supplier uses foreign stores or offices that are closed for periods, this is considered to be closing days.

36. Questions and Comments

If this guide on the cooperation with the hospital pharmacies and Amgros gives rise to questions or comments, the supplier can contact Amgros via email at kundeservice@amgros.dk.

Appendix 1: Supply Chain contact persons at the supplier

Supplier: _____

	Name	Email	Phone
Daily contact person			

Contact persons at Amgros

	Name	Email	Phone
Daily contact person	Lisbeth Petersen	kundeservice@amgros.dk	+45 8871 3012
Daily contact person	Pernille Schwartz	kundeservice@amgros.dk	+45 8871 3014
Daily contact person	Dorte Kjæmpe	kundeservice@amgros.dk	+45 8871 3018
Daily contact person	Louise Egeskov Müller	kundeservice@amgros.dk	+45 8871 3045
Daily contact person	Emel Toy	kundeservice@amgros.dk	+45 8871 3047
Estimates	Lars Munck	lm@amgros.dk	+45 8871 3042
Logistics Manager	Nils Linde	nll@amgros.dk	+45 8871 3029
Tenders, Pharmaceuticals		udbud@amgros.dk	

Information to Amgros about new back orders or changes to existing back orders is sent via email to kundeservice@amgros.dk.

Current Whosaler(s)/distributor(s)

Wholesaler/distributor: _____

	Name	Email	Phone
Daily contact person			

Wholesaler/distributor: _____

	Name	Email	Phone
Daily contact person			

Appendix 2: Definitions of backorders

Used in communication between hospital pharmacies, suppliers, wholesalers / distributors and Amgros

Purpose

Amgros has prepared the following definitions, which are used in connection with back orders, etc. The purpose of the definitions is to create a common language and a common understanding when hospital pharmacies, suppliers, wholesalers / distributors and Amgros communicate about back orders.

Basis of definitions

The definitions have been prepared on the basis of Amgros' handling of backorders, with a focus on when the hospital pharmacies get their goods delivered. Suppliers working in other and more links of the Supply Chain may perceive the situation differently than Amgros based on their location in the Supply Chain, as well as their stock, order and delivery situation.

Where "RA" is used below, it refers to Amgros' standard framework agreement, which is based on the preparation of framework agreements with the individual supplier. The standard framework agreement is available on Amgros' Leverandør- og Udbudsportal (Amgros' Supplier and Tendering Portal).

Definitions

Normal delivery period = timely delivery (RA clause 9.1)

Upon timely delivery, delivery must take place no later than 3 full weekdays after the supplier's receipt of the order. By "weekdays" is meant Mondays to Fridays except for Danish holidays, Constitution Day, Christmas Eve and New Year's Eve.

Backorder = non-timely delivery (RA clause 12.1)

An item is backordered when the delivery has not taken place within 3 full weekdays after the supplier has received the order. For back orders, the supplier is obliged to reimburse any additional costs for the hospital pharmacies and Amgros.

If a supplier cannot supply pharmaceuticals with a residual shelf life according to the agreement entered into, it is perceived as a backorder if the hospital pharmacy cannot use a shorter residual shelf life for the pharmaceutical.

Termination of back order (RA clause 12.3)

The backorder period is considered at the earliest for discontinued 2 working days after the time when the supplier has convincingly demonstrated to Amgros its ability to deliver and stockpile.

Backorder period (RA clause 12.3)

The backorder period is the period during which an item cannot be delivered by the supplier. The period starts by establishing the first delivery problem to 2 working days after the date on which all open orders are delivered, and the supplier has goods in stock ready for delivery. During the backorder period, delivery can be made on specific orders on a regular basis if the supplier is given the opportunity to deliver part of the backorder quantity.

Goods in stock

An item is considered to be in stock at the supplier when it is physically in the supplier's distribution warehouse and the quality has the status released so that it can be immediately sent to a hospital pharmacy after receiving the order.

Delivery time notification

In the case of a backorder, the supplier must notify Amgros of the time when the supplier or his wholesale supplier (s) / distributor (s) will be able to resume normal delivery. That is, the time when the supplier is able to deliver a released pharmaceutical from stock at the usual distributor to a hospital pharmacy.

If the supplier uses several wholesalers/distributors, Amgros must be informed of which distributor(s) a delivery time is valid for.

Delivery day/delivery date

The supplier must state the exact date when an item in backorder is expected to be in stock and available for delivery to the hospital pharmacies. If the supplier initially cannot provide an exact date, please state the delivery week or delivery month.

Delivery week

If a supplier indicates a week number when a product is expected to be in stock, Amgros assumes that the product will be in stock at the usual distributor of the supplier's pharmaceuticals on Monday morning in the following week.

Delivery month

If a supplier informs one month of where an item is expected to be in stock, Amgros assumes that the product will be in stock at the usual distributor of the supplier's medicines on the first day of the following month.

If stated at the beginning, mid or end of a month, Amgros interprets the information as follows:

Provided by the Supplier	Expected to be received and released during the period	Released goods are expected to be delivered from stock at the usual distributor
Early	From the 1st to the 10th of the month	The 11th of the month
Medio	From the 11th to the 20th of the month	The 21st of the month
End	From the 21st to the last day of the month	The 1st of the following month

If one of the stated dates falls into a weekend / on a public holiday, the goods are expected to be in stock the next day afterwards.

Amount

If the supplier does not inform Amgros about the quantity expected to be received in stock, Amgros expects that the entire backorder quantity will be covered by the next delivery.

Note:

The backorder period does not expire until the supplier can again deliver released goods from stock.

Agreement period

The agreement period covers, from a framework agreement signed, until the purchase period has ended.

Purchase Period

The purchasing period is the period that the hospital pharmacies purchase a pharmaceutical based on a signed framework agreement.

Appendix 3: Template for notification of closing days

It is a great help that the supplier informs Amgros of any closing days in connection with the holidays. The information that Amgros requests can be entered in the table below, which is sent via e-mail at kundeservice@amgros.dk well in advance of the closing days / closing period.

Please note that regardless of whether the supplier has informed Amgros of a closing period, the supplier is still obliged to deliver all orders within 3 working days, even if the closing period had to extend for more than 3 full days. In other words, the supplier must ensure that there is a preparedness in place to handle any orders that may have to the supplier during the closing period.

Supplier/product	Last order time	Supplied	Later orders will be delivered	Comments
Supplier X	12.05.20XX at 12:00 p.m.	13.05.20XX	18.05.20XX	Possible emergency order via telephone: XX XX XX XX
Supplier X, product A and B	12.05.20XX at 1:00 p.m.	13.05.20XX	19.05.20XX	

Appendix 4: Change log

Version	Changes to previous version
<i>Version No. 1</i>	New document
<i>Version No. 2</i>	Clarification of text regarding replacement purchases and replacement products in the sections "Backorders" and "Compensation of additional costs and mitigation of damages".
<i>Version No. 3</i>	Addition of the sections "Leverandørrum på Leverandør- og Udbudsportalen (Supplier room on the Supplier and Tendering Portal)" and "Imports and receipt control". New Appendix 3: Template for notification of closing days. Annex 4: Change log:
<i>Version No. 4</i>	Addition of the section "ESPD and ESPD documentation"
<i>Version No. 5</i>	Addition of the section "Packing and shipping"
<i>Version No. 5.1</i>	A) Change in " Leverandørrum på Leverandør- og Udbudsportalen (Supplier room on the Supplier and Tendering Portal) (Mine firmasider) ((My company pages)): ESPD has been deleted B) Change in the section "ESPD and ESPD documentation": Appendix number changed to Appendix 1.
<i>Version No. 6</i>	The entire document has been updated with conditions that appear from the framework agreements that start on 1 April 2019. In addition, some new sections have been inserted and the language has been clarified.