



## STANDARD TERMS AND CONDITIONS OF DANISH REGIONS

Version: 02.02.2022

- for purchase and delivery of goods
- for purchase and performance of services

### 1. IN GENERAL

- 1.1. These standard terms and conditions have been prepared for use in connection with purchases effected by North Denmark Region, Central Denmark Region, Region of Southern Denmark, Region Zealand and Capital Region of Denmark either individually or jointly.
- 1.2. These standard terms and conditions apply to the extent they are not derogated from by written agreement between the Customer and the Supplier. If the purchase is regulated by a contract or framework agreement, including contracts or framework agreements concluded after a tender procedure, these standard terms and conditions shall only apply where and to the extent this is stated in the contract, the framework agreement or the terms of the tender.
- 1.3. The “Customer” means the region(s) or the entity/entities in the region with whom the Supplier has entered into an agreement.
- 1.4. The “Supplier” means the party with whom the Customer has entered into a purchase agreement. If the Supplier uses sub-suppliers for the performance of the agreement, the liability for proper performance of the agreement lies on the Supplier in the same way as if the Supplier had performed the agreement itself. The Supplier is thus liable for services provided by sub-suppliers in the same way as for services provided by the Supplier itself.
- 1.5. “Goods” means consumables, technical equipment and other physical products. “Services” means a performance of a work task, provided by the Supplier. Where a service in addition to the work task also contains components, spare parts and the like, the relevant provisions in these standard terms and conditions for the delivery of goods will also apply in respect of these components, spare parts, etc.
- 1.6. If the Customer and the Supplier are in disagreement as to whether a performance is to be categorised as a “service” or as “goods”, this will be determined by the Customer on the basis of an objective assessment.
- 1.7. “Business Day” means Monday through Friday, not including official Danish holidays, December 24<sup>th</sup>, December 31<sup>st</sup> and June 5<sup>th</sup>. May 1<sup>st</sup> is not a holiday.
- 1.8. The Supplier and its services must comply with all Danish legislation in force from time to time, including but not limited to rules on EU labelling and rules on the labelling of medical devices.
- 1.9. The Supplier, its employees and any sub-suppliers as well as their employees must within the framework of the legislation observe strict confidentiality with respect to information regarding the affairs of the Customer or other parties, which comes to their knowledge in connection with the performance of the agreement.
- 1.10. The Supplier is allowed to use the Customer as a general reference, also in connection with any invitations to tender. However, the Supplier may not without the Customer's prior written permission distribute public announcements regarding the agreement or make any public announcements about the contents of the agreement, and the Supplier may not use the Customer for advertising purposes without the Customer's prior written consent.

### 2. The goods or services delivered

#### 2.1. Quality/quantity

- 2.1.1. In addition to the provisions of these standard terms and conditions, other/additional terms may have been agreed as part of the agreement between the Customer and the Supplier and in accordance with the above clause 1.2, including e.g. terms regarding quality, environment, shipping, packaging, labelling, etc.



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- 2.1.2. All deliveries of goods must be accompanied by a delivery note indicating the Supplier's product number and goods description, quantity, the Customer's order number, the name and number of the party placing the order, EAN/GLN number as well as delivery address (as indicated on the order – goods reception and department).
- 2.1.3. Services must be accompanied by a work sheet specifying the services performed, time consumption, transportation, etc., and possibly also deliveries of goods, etc., with goods description and quantity, name of recipient and place of performance as well as the Customer's order and requisition number, EAN/GLN number, name of the party placing the order and personal reference number.
- 2.1.4. Any special safety-related aspects associated with the delivery or parts thereof must be pointed out to the customer in writing in Danish or in English and the Customer is entitled to demand special labelling on such goods.
- 2.1.5. In case of services involving service work, repairs or the like, the Supplier is under an obligation to prepare a service report/repair report specifying which type of service work/repair has been performed, which spare parts, if any, have been replaced, which faults have been detected and how they have been remedied.

## 2.2. Delivery

- 2.2.1. Delivery takes place when the deliverables in the right quantity and condition are made available to the Customer in unbroken packaging at the location indicated by the Customer.

In respect of services, delivery has taken place when the services have been performed, see clause 2.1, at the place instructed by the Customer, see, however, the below.

If the delivery includes installation and/or assembling and/or programming, delivery will, however, not take place until the Customer has approved the testing thereof, see clauses 2.2.3 and 2.2.4.

- 2.2.2. With respect to goods, the Supplier is under an obligation to ensure and pay for the shipping of the goods and the insurance thereof until the goods reach the location indicated by the Customer. The risk of the accidental destruction of the deliverables will pass to the Customer once the goods have been delivered, see clause 2.2.1.

- 2.2.3. If the delivery includes installation and/or assembling and/or programming, the Supplier must, irrespective of what may otherwise appear from the standard terms and conditions, once the work has been performed, test the delivery and make a written report on such test to the Customer. The Customer must within 10 Business Days either approve the performance of the delivery in writing or convene a handing-over meeting which the Supplier is under an obligation to attend.

Where the Supplier fails to attend the handing-over meeting, the Supplier must accept the Customer's conclusions and assessments at face value.

The Customer must approve the delivery of the deliverables once the handing-over meeting has taken place unless material defects in the deliverables have been detected during the handing-over meeting, see, however, the below.

If the deliverables are defective, the Customer is entitled to demand a proportional reduction for such defects.

Where the deliverables are materially defective or the sum of non-material defects taken together is by the Customer assessed as being material, the Customer is entitled to either refuse to take delivery until



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the defects have been remedied or demand a proportional reduction for the defects ascertained.

Where material defects have been ascertained and the Customer has refused to take delivery, a new handing-over meeting will be held once the Supplier has notified the Customer in writing that the defects have been remedied. Remedy of the defects must be effected within a reasonable time, as the Customer will otherwise be entitled to terminate the agreement for cause, see clause 4.

Where material defects have been ascertained, and the Customer has demanded a proportional reduction, the handing-over meeting will be approved with such defects once the parties have agreed on a reasonable proportional reduction in writing.

The Supplier must pay its own costs incidental to conducting the handing-over meeting.

- 2.2.4. If the Customer starts using all or parts of the deliverables prior to the handing-over meeting without prior agreement with the Supplier, the risk of the deliverables or the parts thereof which the Customer has started to use will pass to the Customer as from the time such use commences. In such cases, the defects liability period for the deliverables or the parts which the Customer has started to use, see clause 4.4, will be calculated as from the time when such use commenced.

### 2.3. Instructions/directions for use

- 2.3.1. Following agreement with the Customer, the Supplier is responsible for instructing the Customer's employees to the extent that such instructions are required for the Customer's proper commissioning.

- 2.3.2. When purchasing goods which are to be operated in a specific way to work properly, the Supplier must together with the delivery provide the Customer with a written user manual in Danish.

The user manual must be drafted with a view to

- ensure proper and the best possible operation as well as safe use of the product,
- prevent incorrect use which may damage the product,
- ensure proper cleaning and maintenance,
- show consideration for the user and third parties to the highest extent possible, and
- make a product otherwise free from defects work in accordance with the contemplated use.

Upon delivery, sets of engineering manuals, required diagrams and a list of material spare parts must also be provided drafted in Danish or English.

## 3. PRICE AND PAYMENT

### 3.1. Price

- 3.1.1. The agreed prices are stated in Danish kroner (DKK) and are exclusive of VAT, but inclusive of any other taxes and duties (customs, etc.).

- 3.1.2. The prices cover all costs incidental to the deliverables, including delivery, installation, assembling, programming, services and support as well as any fees, etc., unless otherwise agreed in advance in writing by and between the Parties.

### 3.2. Payment

- 3.2.1. Terms of payment are 30 days from the invoice date, provided that the Customer has received a complete electronic invoice. The invoice date may not be earlier than the delivery date.

- 3.2.2. Invoices must be forwarded by electronic means according to the law applicable at any time.



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Invoices must be provided with an invoice date and invoice number, name of the Supplier, address and Central Business Register no. (CVR no.), order number/requisition number, the Customer's EAN/GLN number, personal reference/personal reference number with the Customer, name and address of the Customer, date of delivery, place of delivery, designation of goods and services, product number, prices (inclusive and exclusive of VAT) and quantity. As for services, time spent and hourly prices, mileage (if any), etc., must also be stated.

#### 4. BREACH BY THE SUPPLIER

4.1. Unless otherwise provided, the general rules of Danish law apply to any breach by the Supplier.

##### 4.2. Delays

4.2.1. Delay exists if the Supplier does not deliver in due time. This applies whether the entire delivery or merely part of the delivery is late.

If the Supplier has reason to expect a delay in delivery, the Supplier must notify the Customer immediately in writing, stating the reason for the delay as well as its expected duration/extent. On this basis a new delivery time may be agreed, provided that the Customer accepts this. The Customer is also entitled to terminate the agreement for cause, cf. clause 4.2.2.

4.2.2. Any delay is considered material by the Customer. If the Supplier does not effect delivery in due time as agreed, the Customer is consequently entitled to immediately terminate the agreement in whole or in part, irrespective of the duration of the delay.

##### 4.3. Defects

4.3.1. The delivery is deemed to be defective if it does not comply with the requirements set out in the agreement, or if the delivery does not correspond to what the Customer may justifiably expect.

4.3.2. In order to exercise the remedies for breach pursuant to clauses 4.3 and 4.4, the Customer must file a written complaint within reasonable time after the Customer has ascertained that the delivery is defective.

4.3.3. The Customer is entitled to refuse to take delivery and to immediately terminate the agreement in whole or in part if it turns out that the delivery is defective and such defects cannot be remedied within reasonable time, cf. clause 4.4.

4.3.4. Irrespective of the provision in the clause on remedy, the Customer is entitled to demand that the Supplier covers any documented losses inflicted on the Customer due to the fact that the delivery proved to be defective.

##### 4.4. Remedy

4.4.1. For no less than one year from delivery, the Supplier has a right and an obligation to provide free-of-charge remedy of defects or replacement delivery within reasonable time, unless the agreement is terminated pursuant to clause 4.3 as a consequence of the defect.

4.4.2. The Supplier is obliged to commence remedy without undue delay after the Supplier has received the Customer's complaint.

4.4.3. The Supplier will pay all costs incidental to such remedy. This also applies if the Customer and the Supplier agree to let a third party handle the remedy.

4.4.4. If, despite written request, the Supplier fails to fulfil the obligations to remedy any defects, cf. the above clauses, the Customer is entitled to terminate the agreement for breach, cf. clauses 4.3.3 and 4.3.4.



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- 4.4.5. If the delivery or parts thereof prove to be defective due to structural defects, the Supplier's obligations pursuant to clause 4.4.1 extend for the duration of the period in which the delivery has any utility value for the Customer – however, for no more than 10 years as from delivery/approved handing-over meeting.
- 4.4.6. If part of the delivery is replaced during the defects liability period, a new one-year defects liability period will apply to the replaced part from the time of replacement. If a considerable part of the delivery is replaced during the defects liability period, a new one-year defects liability period will apply to the entire delivery as from the time of replacement.
- 4.4.7. The Supplier undertakes to have access to all material spare parts required for operation of the goods subject to the delivery as long as it has any utility value for the Customer – however, for no more than 10 years as from delivery.

### 4.5. Third-party rights

- 4.5.1. The Supplier warrants that the Supplier's services do not infringe the rights of others, including rights of ownership, patents or copyrights. The Supplier is obliged to indemnify the Customer against any claim, including litigation costs, which may be raised against the Customer as a result of infringement (if any). The Customer is not entitled to enter into settlements with third parties regarding such claims without involving the Supplier.

### 4.6. Product liability and professional liability

- 4.6.1. In accordance with the general rules of Danish law on damages, the Danish Products Liability Act (*produktansvarsloven*) and the general rules of Danish law on product liability, the Supplier is liable vis-à-vis the Customer for any damage inflicted on the Customer by the deliverables or the Supplier. As for damage to movable property and real estate, however, liability is limited to DKK 2m per claim.
- 4.6.2. However, the limitations in clause 4.6.1 above will apply only if the loss is not attributable to gross negligence or intent on the part of the Supplier.
- 4.6.3. The Supplier is furthermore under an obligation, without limitation, to indemnify the Customer against any claim, including litigation costs, raised against the Customer by a third party and which is caused by errors or defects in the delivery, a damaged product or tortious conduct on the part of the Supplier. The Customer is not entitled to enter into settlements with third parties regarding such claims without involving the Supplier.
- 4.6.4. Where claims are raised against the Customer justified by aspects pertaining to the delivery, the Supplier is at the same time under an obligation to accept that proceedings are brought before the court, hearing the claim for damages raised against the Customer.
- 4.6.5. The Supplier is obliged to maintain usual commercial and product liability insurance to cover the Supplier's liability in connection with the delivery. At the request of the Customer, the Supplier must substantiate the existence and the scope of the insurance. This may be substantiated by way of presentation of the insurance policy as well as proof that the insurance has been paid.

### 4.7. Force majeure

- 4.7.1. The Supplier is liable for breach of the agreement, unless such breach is caused by matters for which the Customer is responsible or bears the risk, or it is caused by force majeure.
- 4.7.2. Force majeure exists when accurate performance of the agreement is not possible and this is caused by extraordinary circumstances, which the Supplier could not remedy and should not have foreseen, such as war, exceptional weather conditions, pandemics, fire, strikes or lockouts. With respect to strikes and lockouts, it is a condition that such matters not only affect the Supplier's business. The Supplier is



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obliged to maintain an emergency programme to the widest extent possible.

- 4.7.3. The Customer is exempt from liability subject to the same conditions as the Supplier, cf. clauses 4.7.1-4.7.2.
- 4.7.4. Force majeure may be invoked only if the Party in question has notified the other Party of this no later than 5 Business Days after the occurrence of force majeure. If the Supplier invokes force majeure, notification of this to the Customer must include as follows:
- a complete account of the circumstances causing the Supplier to invoke force majeure, including an account of what the Supplier has done to circumvent the situation,
  - information about which services (also stating product numbers) are covered by force majeure, and
  - information about which specific impact the force majeure situation has had on the Supplier's performance of the agreement, including how long the Supplier expects that the situation will last.
- The Customer may subsequently request additional documentation of the above.
- 4.7.5. Force majeure in the event of delay may be invoked only with the number of Business Days that the force majeure situation lasts. When the force majeure situation ends, the Party having invoked force majeure is under an obligation to notify the other Party of this without undue delay.
- 4.7.6. Each Party must pay its own costs and bear its own loss as a consequence of a force majeure event, including if the agreement is terminated due to the force majeure event.
- 4.7.7. If performance of the agreement in material aspects has been rendered impossible in full or in part because of force majeure during an uninterrupted period of more than 45 days or for more than 70 days during a period of one year, the Customer may decide to terminate the agreement for cause.
- 4.7.8. When the force majeure situation no longer exists or when prospects are that the force majeure situation will end, and the agreement has not been terminated for cause according to this provision, the Parties must as soon as possible in cooperation prepare a plan stating how and when the terms of the agreement may once again be complied with by the Party originally invoking force majeure. The Parties may agree on a reasonable deadline for reestablishment of deliveries according to the agreement.

## 5. BREACH BY THE CUSTOMER

- 5.1. If, at the agreed time of delivery, the Customer is unable to take delivery in full or in part, the Customer must pay any documented expenses and bear any risks incidental thereto.
- 5.2. The Customer must report any delay to the Supplier in writing as soon as it is deemed impossible for the Customer to take delivery at the agreed time. A new date of delivery must be agreed as soon as possible after this.
- 5.3. If the Customer fails to pay the purchase price or parts thereof in due time, interest will accrue from the due date according to the Danish Interest Act (*renteloven*).

## 6. ASSIGNMENT OF OBLIGATIONS AND TRANSFER OF RECEIVABLES

- 6.1. The Supplier is solely responsible to the Customer.
- 6.2. The Supplier cannot place another party in its own place in full or in part without the Customer's written consent. The Supplier is entitled to use sub-suppliers, as instructed at the time of conclusion of





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the agreement. The Supplier, however, is fully liable for correct performance of the agreement. If, during the term of the agreement, the Supplier wishes to replace any sub-suppliers, this must be approved by the Customer. The Customer may not unreasonably withhold such approval.

- 6.3. Only subject to the Customer's written consent may the Supplier discount or transfer receivables in full or in part to any third party.

## 7. SOCIAL RESPONSIBILITY

- 7.1. In connection with the performance of the agreement, the Supplier must respect and comply with national and international legislation and rules concerning human rights, labour standards and anti-corruption based on:

- The UN Declaration on Human Rights
- ILO's eight fundamental conventions on basic labour standards, and
- UN convention against corruption

## 8. TERMINATION FOR CAUSE

- 8.1. If the Customer's decision to conclude the agreement is brought before the Complaints Board for Public Procurement or the courts, and the decision is subsequently cancelled, and/or the agreement or any part thereof is declared "null and void", or the Customer is otherwise ordered to terminate the agreement, the agreement may be terminated – in whole or in part – in writing by the Customer at a reasonable notice.
- 8.2. Termination in accordance with clause 8 entitles the Supplier to damages only in the form of reliance damages. The Customer's liability in damages as a consequence of termination pursuant to this provision cannot, however, in any circumstance exceed DKK 30,000. If termination is owing to circumstances for which the Supplier is liable, the Supplier is not entitled to damages.

## 9. DISPUTES

- 9.1. This agreement is governed by Danish law, except for Danish rules on conflict of laws. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply either.
- 9.2. Disputes in connection with the agreement entered into must be sought resolved by way of negotiation between the Parties. Subject to agreement between the Parties, an independent mediator may be involved in the resolution of the dispute. The costs of such mediator are paid jointly by the Parties.
- 9.3. If any disputes cannot be settled through negotiation or mediation, either Party is entitled to request that the dispute be settled by the courts in the Customer's jurisdiction.