

CONDITIONS FOR DELIVERIES

to Nomeco A/S, Wholesale Division



As Nomeco's Supplier you are requested to follow the below stated directives regarding deliveries to Nomeco. The conditions are made to ensure the optimum distribution of your products via a fast receipt of goods and minimising the risk of errors.

All questions regarding the conditions can be addressed to your appointed contact person at Nomeco's Purchase Department.

1. ORDER PROCESSING

1.1. Ordering

1.1.1. Nomeco aims to place its orders via EDI in which case the Supplier shall receive the order via EDI. The Supplier is obliged to immediately either confirm the order placed by Nomeco or in case the order cannot be accommodated to inform Nomeco of the inability to comply with the order.

1.1.2. Orders are placed at intervals and volumes reflecting the demand for the Supplier's products as experienced by Nomeco.

Order types

Order type	Definition
Normal Order	Orders in separately agreed order and delivery flow
Tender Order	Orders on products active in the A, B and C price classification in the two weeks tender period in Medicinpriser ("Tender Products")
Campaign Order	Orders on products during the Supplier's periodically campaigns
Rush Order	Orders requiring short delivery time

1.1.3. The Supplier shall on a regularly basis inform Nomeco's Purchase Department of the number of packages in the convenience pack, in the transport carton, on a pallet and/or on a pallet layer. In return Nomeco will strive to place orders equivalent to whole transport cartons, pallets or pallet layers and multiple convenience packs.

1.1.4. Nomeco places an order for each of Nomeco's distribution centres.

1.2. Fill Rate

1.2.1. Unless otherwise agreed in writing with Nomeco's Purchase Department, the Supplier shall deliver all products placed in one order by Nomeco in one delivery. Fill Rate, Nomeco's measurement of the suppliers' ability to deliver the ordered quantity, is calculated per item number per requisition line for each of the distribution centres.

The supplier is obliged to as soon as possible inform Nomeco's Purchase Department if a product is in back order or for any other reasons cannot be delivered fully or partly within the time of delivery.

1.3 Back Orders

1.3.1. Back orders shall be delivered to Nomeco without undue delay. Nomeco shall be notified of the new time of delivery.

1.3.2. Back orders shall be delivered on separate pallets to assist rush handling.

1.3.3. Nomeco reserves the right to cancel back orders and/or delayed deliveries entirely or partly.

2. GOODS RECEIPT

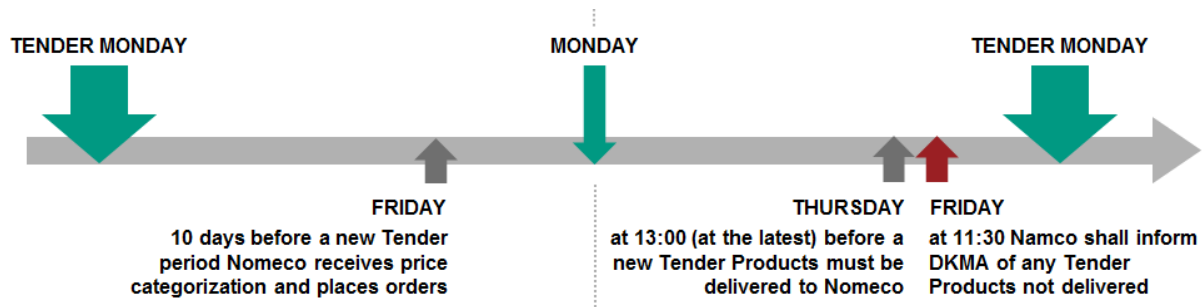
2.1. Time of Delivery

2.1.1. Products shall be delivered to Nomeco according to an individual delivery schedule agreed separately by and between Nomeco's Purchase Department and the Supplier. In the event no separate delivery schedule has been agreed upon by the parties, the below Standard Delivery Schedule shall apply.

Standard Delivery Schedule

Order type	Delivery lead time	Latest delivery
Normal Order	Maximum 2 business days.	Monday-Friday, 7:00-16:00 (except public holidays)
Tender Order	Maximum 4 business days	Thursday 13:00 - the week before a new price list (except public holidays)
Campaign Order	Maximum 5 business days	Monday-Friday, 7:00-16:00 (except public holidays)
Rush Order	Within 24 hours from time of order unless otherwise agreed	Monday-Friday, 7:00-15:00 (except public holidays)

2.1.2. If a delivery is delayed or for other reasons cannot be delivered within these hours, Nomeco's Purchase Department shall be contacted. Nomeco's Purchase Department will decide on whether the products are to be delivered the relevant day or if they have to wait until the following day.



2.1.3. Delivery of Tender Products on Friday before a new official price list shall be separately agreed with Nomeco's Purchase Department no later than Thursday. Deliveries of Tender Products on Friday that have not been agreed upon can be rejected upon delivery.

2.2. Delivery Note

2.2.1. Each shipment shall be accompanied by one delivery note per delivery. A delivery note shall be forwarded via EDI and shall arrive before the shipment.

2.2.2. The following shall be stated in the delivery note:

- Nomeco's purchase order number
- Item number
- Product name
- Batch number
- Expiry date (if relevant)
- Number of packages per batch number
- Products in back order

The products shall be listed in alphabetic order.

2.2.3 A separate delivery note is required for products requiring cold, frozen and/or narcotic storage conditions.

2.3. Import Control

2.3.1. An import control must be performed for pharmaceuticals delivered to Nomeco from outside Denmark before they can be released for sale. If such import control has not been performed before delivery to Nomeco, Nomeco will perform an import control on behalf of the Supplier. All documents required for Nomeco to perform the import control shall accompany the delivery.

2.3.2. Nomeco will perform the import control according to Nomeco's current price list.

2.4. Marking of consignment and products

2.4.1. Transport cartons and pallets shall be marked with the Supplier's name and be free of old and irrelevant labels and markings.

2.4.2. The Supplier shall place labels on transport cartons clearly stating:

- Product name

- Item number
- Batch number
- Expiry date (if relevant)
- Number of packages in carton
- Number of packages in convenience pack

2.4.3. Deliveries containing the following shall be **clearly marked**:

- ***Cold and frozen goods*** - Transport cartons and pallets containing products for which cold or frozen storage conditions are required
- ***Hazardous goods*** - Transport cartons and pallets containing hazardous goods in accordance with ADR, IMDG, RID or ICAO T/I.¹ All necessary documentation including relevant classification shall be enclosed the delivery of hazardous goods in accordance with ADR, IMDG, RID or ICAO T/I
- ***Mix carton*** - Transport cartons containing different item numbers, expiry and/or batch numbers
- ***Tender Products, Rush Orders and Campaign Orders*** - Transport cartons and pallets containing goods requiring special/urgent handling

2.4.4. The **definition of clearly marked** is:

Visible labels with a colour other than white stating e.g. “COLD”, a symbol of a thermometer “2-8 °C” and/or “MIX CARTON” placed on all sides of the transport cartons and/or pallets. The size of letters shall be minimum 50 point or 4 times larger than other text on the transport cartons and pallets.

2.5. Packing of consignment and products

2.5.1. The Supplier shall undertake its best efforts to ensure that the products are delivered suitably packed on pallets and/or in transport cartons of an optimum size and quality. When doing so the onward sales frequency to pharmacies as well as the nature of the products must be taken into account.

2.5.2. All orders shall be delivered to Nomeco’s distribution centre in Copenhagen on separate pallets or cartons marked for each distribution centre. Stickers with the different distribution centres names are available upon contact to Nomeco’s Purchase Department.

2.5.3. If the Supplier cannot fulfil the total orders for all distribution centres, each item number shall be delivered proportional to all distribution centres.

2.5.4. Each transport carton shall only contain one (1) batch per item number.

2.5.5. Delivery of small quantities/volumes of up to five (5) different item numbers and/or delivery of opened transport cartons can be delivered in the same transport carton if the transport carton is clearly marked with “MIX CARTON”, however:

- ***Products similar to each other*** (e.g. identical tablet packages with different strength) shall be packed in different transport cartons.

¹ ADR: for road transportation, IMDG: for international sea transportation, RID: for international railway transportation, ICAO T/I: for international air transportation.

- **Identical products with different expiry** must be delivered in different transport cartons.

2.5.6. If the products are delivered stacked on pallets, these must be heat treated EUR pallets according to ISPM No. 15² and stacked to a height not exceeding 120 cm, including the pallet.

2.5.7. The pallets and products must be packed in an optimum way in order to avoid breakage and to be protected against adverse effects of temperature, sunlight, and water.

2.5.8. To the extent possible the Supplier shall wrap each item number in convenience packs of 4, 5, 6, 8, 10 or 12 packages/glasses etc. Each convenience pack shall only contain one (1) batch. The Supplier shall inform Nomeco's Purchase Department of the size of the convenience pack for each item number.

2.5.9. Products requiring cold or frozen storage conditions shall be packed separately from other goods.

2.5.10. Products requiring cold or frozen storage conditions shall be delivered to Nomeco using cold or frozen regulated transportation to avoid misunderstandings and temperature deviations in Nomeco's storage facilities. This also applies to e.g. cold storage products where storage or transportation on conditions different from 2-8 degrees is accepted for a short period of time.

2.5.11. After receipt of the products Nomeco shall carry out a general check on each consignment for outer damage and consistency with the Supplier's delivery note. Any deficiencies or visible outer damages found by Nomeco will be reported to the Supplier soonest possible and no later than one week after the receipt of the products.

2.6. Faulty deliveries

2.6.1. Nomeco reserves the right to return faulty deliveries (including but not limited to over-supply, short expiry and Tender Products delivered too late) with all expenses paid by the Supplier.

2.7. Quarantine

2.7.1. Nomeco shall place products in quarantine upon delivery and goods receipt in e.g. the following situations:

- Missing or/and incomplete documents
- Outer visible damages
- Products delivered inconsistent with temperature requirement

3. INVOICING

3.1. Receipt of invoice

² IPPMs International Standards for Phytosanitary Measures 15 (ISPM15)

3.1.1. Upon request from Nomeco, the invoice for Nomeco's purchase shall be forwarded to Nomeco in electronic form via EDIFACT. Until EDIFACT is established between the Supplier and Nomeco, all invoices shall be forwarded to Nomeco in PDF format to invoice@nomeco.dk. Following a request from Nomeco, the Supplier is obliged to ensure employment of EDIFACT without delay.

3.1.2. The Supplier shall forward only one (1) invoice per order.

3.1.3. For further information on how to exchange electronic invoices with Nomeco, please contact Nomeco's Purchase Department.

3.2. The invoice

3.2.1. The invoice shall contain the following information:

- Nomeco's purchase order number
- Product name
- Item number
- Batch number
- Expiry date (if relevant)
- Number of packages per item number
- Price per item number
- Price per line

The products shall be listed in alphabetic order.

3.2.2. The invoice date shall be equivalent to the date of delivery at Nomeco.

3.2.3. The supplier shall ensure that the required information on the invoice received by Nomeco is both correct and complete.

4. CONTACT INFORMATION

Delivery address (Wholesale Division)

Nomeco A/S
Scandiagade 35
2450 Copenhagen SV
Denmark

Varemodtagelse/Goods Receipt Department
E-mail: vmtdrift@nomeco.dk
Phone: +45 3614 2142
Fax: +45 3614 2143



Monday - Friday
07:00 to 16:00
(except public holidays)

Nomeco's Purchase Department

Nomeco A/S
Att.:Indkøbsafdelingen/Purchase Department
Borgmester Christiansens Gade 40
1790 Copenhagen V
Denmark

E-mail: indkoeb@nomeco.dk
Phone: +45 3614 2128
Fax: +45 3614 2121



Monday - Friday
08:30 to 16:00
(except public holidays)