

Central Denmark Region Standard Terms and Conditions

- for purchasing and supplying consumables
- for purchasing and supplying technical equipment
- for purchasing and providing services

3rd version

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Introduction

These standard terms and conditions have been drawn up to be used for minor public procurement transactions.

1. GENERAL

- 1.1 The terms and conditions below are applicable unless they are deviated from by written agreement between the Customer and Supplier.
- 1.2 The Customer is understood hereafter to be the Region or its representative.
- 1.3 The Supplier is understood to be whoever the Customer reaches agreement with on a purchase.
- 1.4 A service is understood to be work performed by the Supplier or its representative. If the service includes components, spare parts, etc. in addition to work being performed, the standard terms and conditions for supplying consumables/technical equipment respectively apply to this.
- 1.5 The Supplier and its services must comply with the Danish legislation in force at the time.
- 1.6 The Supplier, its staff and any subcontractors and their staff must comply with an absolute duty of confidentiality regarding information about the circumstances of the Customer or others where they obtain this knowledge as part of fulfilling this contract.

The Supplier may use the Customer as a general reference.

The Supplier may not issue public statements about the contract or disclose any of the contract's content without the Customer's prior written permission, just as the Supplier may not use the Customer's name in relation to any publicity without the Customer's prior written consent.

2. DELIVERY

2.1 Quality/quantity

- 2.1.1 All deliveries of consumables and technical equipment must be accompanied by a delivery note specifying a description of the goods, the quantity and Customer order number, as well as the recipient's name and place of delivery.
- 2.1.2 Services must be accompanied by a time sheet detailing the time spent, mileage, any deliveries of goods with a description of the goods and quantity, the recipient's name and place of performance, as well as the Customer order/requisition number, EAN number, name of the orderer and personal reference number.
- 2.1.3 Any particular safety precautions in relation to the delivery or parts of it must be indicated to the Customer in writing, who is entitled to demand that such goods be specifically marked.
- 2.1.4 In the case of services involving servicing, repairs, etc., the Supplier is obliged to produce a service/repair report detailing what servicing/repair has been carried out, any parts which have been replaced, any faults which have been detected and the actions taken to remedy them.

2.2 Delivery of goods and technical equipment, along with the delivery timeframe for services

- 2.2.1 The goods are delivered when the delivery is made available to the Customer, the technical equipment is ready for operation and the services have been completed – cf. points 2.2.5 and 2.2.6 – at the Customer's specified site.
- 2.2.2 The delivery term "free delivery" applies to consumables and technical equipment.
- 2.2.3 Once deliveries of consumables have been received, the Customer has five working days to check whether the delivery meets the requirements in the contract, including in terms of quantities and quality. If the packaging is damaged or any packages are missing, the recipient must mention this immediately to the carrier and make a note of it on the consignment note, delivery note or invoice. The Supplier must also be informed.

In the case of technical equipment, points 2.2.4 – 2.2.6 apply in addition to points 2.2.1 – 2.2.2

- 2.2.4 If the delivery includes equipment which needs to be tested, delivery is made

once testing has been carried out and the delivery has been found to be in working order, confirmed in written approval from the Customer.

In the case of services, points 2.2.5 – 2.2.6 apply in addition to points 2.2.1 – 2.2.2

- 2.2.5 If the delivery or service includes installation and/or assembly and/or programming, the Supplier must inform the Customer of this in writing when the work is complete. Within 10 working days the Customer must either approve the delivery made/service provided in writing or call a handover meeting, which the Supplier is obliged to attend.

If the Supplier fails to attend the handover meeting, it must accept the Customer's conclusions and opinions as valid. The delivery/service is deemed as being complete and the risk transferred to the Customer once the handover meeting has taken place, unless significant defects with the delivery/service are indicated during this meeting.

If significant defects are indicated, another handover meeting is held once the Supplier has given the Customer written notification that the defects have been remedied.

Even if defects are noted at the handover meeting which on their own are considered to be minor, the total of all defects taken together will be regarded as significant unless they are remedied within 10 working days of the handover meeting being held. Otherwise, the equipment will only be considered as being delivered when the defects have been remedied and notified as being complete in writing.

- 2.2.6 If the Customer starts using the whole delivery or parts of it prior to the handover deadline, responsibility for the delivery or the parts being used will be transferred to the Customer.

The remedy period is also calculated from the date the delivery is commissioned for operation.

2.3 Instructions/user guide

- 2.3.1 The Supplier has a duty, if agreed with the Customer, to provide instructions for the Customer's staff if they are required by the Customer.

In the case of technical equipment, point 2.3.2 applies in addition to point 2.3.1

2.3.2 The Supplier will supply at the same time as delivering the equipment at least two copies of concise user instructions/operating guides in Danish for everyday use.

The concise guide in Danish must be produced with the aim of ensuring that

1. the equipment can be operated trouble free for its intended purpose
2. precautions are provided against any incorrect use which may damage the equipment and that it is cleaned, disinfected and otherwise maintained correctly
3. the utmost consideration is given to users and external parties.

In addition, user instructions/operating guide must be supplied in Danish if they are more comprehensive or specific than the guide mentioned earlier.

The delivery must include a set of technical manuals and diagrams produced in Danish, English or one of the Scandinavian languages.

2.4 Duty of remedy

2.4.1 The Supplier must remedy any faults and defects free of charge, or provide a replacement delivery for at least one year from the time of delivery/approval handover meeting/provision of the service, in accordance with the terms of the Danish Sale of Goods Act.

2.4.2 The Supplier is obliged to start any remedial action within 48 hours of the Customer lodging a complaint with the Supplier.

2.4.3 The Supplier bears all the costs incurred by the remedial action.

2.4.4 If the Supplier fails to meet its obligations, cf. previous points, despite receiving a written request to do so, the Customer is entitled, after giving the Supplier prior or simultaneous notification, to have the necessary work done at the Supplier's expense.

In the case of technical equipment, points 2.4.5 – 2.4.8 apply in addition to points 2.4.1 – 2.4.4

2.4.5 If any part of the delivery turns out to be inadequate/defective in its operation during the one-year remedy period, due to faults with the materials or implementation, or it does not operate according to the specifications, the Supplier must rectify such faults with the materials, implementation or design immediately at no expense to the Customer. This may be done either by replacing components, devices or defective parts or by carrying out the necessary repair to the equipment or devices comprising it.

- 2.4.6 If the equipment or parts of it turn out to be defective due to a design fault, the Supplier's obligation under point 2.4.1 will extend to the time when the equipment provides utility value to the Customer, but no later than 10 years after the equipment's delivery/approval handover meeting.
- 2.4.7 If part of the equipment needs to be replaced during the remedy period, a new one-year remedy period will apply for the replaced part from the replacement date. If a significant part of the equipment is replaced during the remedy period, a new one-year remedy period will apply for the whole equipment from the replacement date.
- 2.4.8 The Supplier is obliged to have access to all essential spare parts required to operate the equipment supplied in the delivery, for as long as it provides utility value to the Customer, but no longer than 10 years.

3. PRICE – PAYMENT – SECURITY

3.1 Price

- 3.1.1 The agreed prices are net prices in DKK exclusive of VAT, but inclusive of any other charges (customs etc.).
- 3.1.2 The prices cover all the costs relating to deliveries, including the actual delivery, service and support, etc.

3.2 Payment

- 3.2.1 The terms of payment are 30 days after delivery and the Customer's receipt of a satisfactory electronic invoice.
- 3.2.2 The invoice must include the Customer's order number, the EAN number, personal reference number, delivery date, place of delivery, description of goods, prices and quantity. The number of hours worked and the hourly rate, any mileage, etc. are also required for services provided.

4. SUPPLIER BREACH

4.1 Delays

- 4.1.1 If the Supplier foresees a delay in the delivery or provision of the service, it must notify the Customer in writing immediately, indicating both the reasons for the delay which has arisen and the expected duration/scope of the delay.
- 4.1.2 As soon as it is considered no longer possible for the Supplier to deliver on time or provide the service on time, and no new delivery date has been agreed, the Customer may cancel the purchase in accordance with the rules of the Danish Sale of Goods Act pertaining to this.
- 4.1.3 The Customer regards any delay as significant. If the Supplier fails to deliver or provide the service by the agreed date, the Customer is entitled to cancel the relevant completely or partially, no matter how long the delay is.

4.2 Deficiencies

- 4.2.1 The Supplier is liable for faults and omissions under the general rules of Danish law on business transactions.

In the case of technical equipment, points 4.2.2 – 4.2.3 apply in addition to point 4.2.1

- 4.2.2 The Customer is entitled to reject the delivery and to cancel the contract if it turns out that the delivery has defects which are not remedied as described in point 2.4 on the supplier's duty of remedy.
- 4.2.3 Notwithstanding the provision in point 2.4 on the duty of remedy, the Customer is entitled to ask the Supplier to cover all the documented losses which the Customer has incurred as a result of the delivery proving to be defective.

4.3 Covering purchase

- 4.3.1 If the purchase/order is cancelled, the Customer is entitled to buy goods in replacement and, in the case of services, get another supplier to provide the service in the same way, in accordance with the rules of the Danish Sale of Goods Act.

4.4 Third-party rights

4.4.1 The Supplier guarantees that its services do not infringe third-party rights, including property rights, patents or copyright. The Supplier is obliged to indemnify the Customer against any claim, including legal costs, which might be made against the Customer as a result of such infringements.

4.5 Product liability and liability for damages

4.5.1 In accordance with Danish product liability legislation and the general rules of Danish law on damages, the Supplier is liable to the Customer for the harm which the delivery or service or the Supplier causes to the Customer.

4.5.2 The Supplier is obliged to indemnify the Customer against any claim, including legal costs, which might be made against the Customer, and which arises from faults or defects with the delivery/service.

4.5.3 If a claim is made against the Customer based on the circumstances surrounding the delivery or service, the Supplier is also obliged to allow action to be brought in the court which deals with claims for damages made against the Customer.

4.5.4 The Supplier may be ordered to take out public liability insurance under standard terms to cover the Supplier's liability in relation to the delivery/service. A valid policy must be presented to the Customer on request.

4.6 Force majeure

4.6.1 The Supplier is liable for any breach of contract, unless the breach is due to circumstances for which the Customer bears liability or the risk, or to force majeure.

4.6.2 Force majeure occurs when it is not possible to fulfil the contract properly, and this is due to extraordinary circumstances which the Supplier could not avert or would not have foreseen, such as war, exceptional natural phenomena, fire, strikes or lockouts. With regard to strikes and lockouts, these circumstances must not only affect the Supplier's activity. The Supplier is obliged as far as possible to maintain emergency arrangements.

4.6.3 The Customer is exempt from liability under the same terms as the Supplier, cf. 4.6.1.

4.6.4 Each party pays its own costs/bears its own losses as a result of a force majeure incident.

- 4.6.5 If it has not been possible to fulfil the entire or key aspects of the contract due to force majeure during a continuous period of more than 60 days or for more than 100 days during a period of one year, the Customer may choose to cancel the contractual relationship. In this case, point 4.6.4 applies.

5. CUSTOMER DEFAULT

- 5.1 If the Customer cannot receive the delivery or service wholly or partially by the agreed delivery deadline or on the agreed date of execution, the Customer bears all the documented expenses and risks entailed.
- 5.2 It is incumbent upon the Customer to inform the Supplier in writing of the delay as soon as it is considered no longer possible for the Customer to receive the delivery or service at the agreed time. A new delivery date must be agreed immediately after this.
- 5.3 If the Customer fails to pay the purchase amount or parts thereof in good time, interest is incurred from the due date in accordance with the Danish Interest Act.

6. ASSIGNMENT OF OBLIGATIONS AND DEBTORS

- 6.1 The Supplier is solely responsible to the Customer.
- 6.2 The Supplier can allocate someone else to take its place, in whole or in part, only with the Customer's written consent. The Supplier is entitled to use subcontractors, which has been indicated at the time of entering into the contract, but responsibility for the proper fulfilment of the delivery lies completely with the Supplier. If the Supplier wishes to change subcontractors during the contract period, this must be approved by the Customer. The Customer cannot refuse to approve this without an objective reason.
- 6.3. The Supplier can discount or assign its outstanding debts to a third party only with the Customer's written consent.

7. DISPUTES

- 7.1 This contract is governed by Danish law.
- 7.2 Settlement of disagreements relating to the contract which has been entered into is sought through negotiation between the parties. If the parties are in

agreement, an impartial mediator can be involved to resolve the disagreement. The cost of the mediator is paid jointly by the parties.

- 7.3 If the disagreements cannot be settled through negotiation or mediation, each of the parties is entitled to ask for the disagreement to be settled by the courts at the Customer's place of jurisdiction.