

# Terms and Conditions for the Purchase of Goods

[Approved]

## Contents

<b>1</b>	<b>Situation in respect of the Norwegian Sale of Goods Act .....</b>	<b>2</b>
<b>2</b>	<b>Definitions .....</b>	<b>2</b>
<b>3</b>	<b>THE GOODS .....</b>	<b>2</b>
<b>4</b>	<b>The Parties' representatives - authority .....</b>	<b>2</b>
<b>5</b>	<b>Changes.....</b>	<b>2</b>
<b>6</b>	<b>Delivery.....</b>	<b>2</b>
<b>7</b>	<b>Delays .....</b>	<b>3</b>
7.1	When a delay occurs.....	3
7.2	Sanctions under the Norwegian Sale of Goods Act .....	3
7.3	Liquidated damages.....	3
7.4	Notification .....	3
<b>8</b>	<b>Defects .....</b>	<b>3</b>
8.1	When there is a defect .....	3
8.2	Sanctions under the Sale of Goods Act.....	3
8.3	Notice of Defect.....	4
8.4	Warranty.....	4
<b>9</b>	<b>Terms of payment .....</b>	<b>4</b>
<b>10</b>	<b>Overdue payment .....</b>	<b>4</b>
<b>11</b>	<b>What the prices include .....</b>	<b>5</b>
<b>12</b>	<b>Assignment of rights and obligations .....</b>	<b>5</b>
<b>13</b>	<b>Duty of Confidentiality .....</b>	<b>5</b>
<b>14</b>	<b>Environment .....</b>	<b>5</b>
14.1	General requirements.....	5
14.2	The goods' contents of hazardous substances .....	5
14.3	Packaging .....	5
<b>15</b>	<b>Quality management systems, access and audit .....</b>	<b>5</b>
<b>16</b>	<b>Ethical trading .....</b>	<b>6</b>
16.1	South-Eastern Norway Regional Health Authority's ethical requirements .....	6
16.2	Conditions during production.....	6
<b>17</b>	<b>Disputes and governing law .....</b>	<b>6</b>

## **1 SITUATION IN RESPECT OF THE NORWEGIAN SALE OF GOODS ACT**

The Act of 13 May 1988 no. 27 on the sale of goods applies with the variations and specifications following from the provisions of the present Contract.

## **2 DEFINITIONS**

The following definitions apply in these provisions:

- a) Agreement: The present Contract with the documents listed in clause 2 of the Agreement Document
- b) Agreement Document: Document signed by both parties confirming their conclusion of agreement
- c) Customer: The party receiving the Goods
- d) Goods: The goods specified in the Contract
- e) Contractor: The contracting party supplying the Goods

## **3 THE GOODS**

The Goods shall comply with all requirements concerning type, quantity, quality, properties and packaging stipulated in the Contract and shall be suitable for the purpose described by the Customer.

The Customer shall deliver all documentation necessary for the use, maintenance and any public approval of the Goods. Inadequate or lacking documentation will make the Contractor liable for non-conformity.

## **4 THE PARTIES' REPRESENTATIVES - AUTHORITY**

Each Party shall appoint a person ("Representative") to represent it, see the Agreement Document. Any change of Representative must be notified in writing.

The Representative is authorised to act on behalf of the Party in question in all matters concerning the Contract and that are necessary to provide the Goods without unnecessary delay.

## **5 CHANGES**

The Customer may order the Contractor to make changes to the Goods. A change may consist in an additional delivery or delivery instead of one agreed, a reduction in the quantity of Goods or delivery pursuant to a changed delivery schedule or another binding deadline. Any change must lie within the Contractor's professional ambit, be related to the subject matter of the Contract, and its implementation must not constitute an unreasonable burden to the Contractor.

The compensation for changes shall be in accordance with the Contract's unit prices and price level. If the changes entail a cost increase or a saving to the Contractor, the Parties may negotiate on an adjustment of the unit prices in accordance with this.

The Customer must have approved any changes by written change order before their implementation.

Upon receiving a change order, the Contractor shall implement it without undue delay, even if the change order's effect on prices, delivery dates and other conditions has yet to be clarified.

## **6 DELIVERY**

Delivery is considered to have taken place when the Goods are received at the place of delivery at the time of delivery specified in the Contract.

The Goods shall be delivered duty paid (DDP) and with the documentation that may have been agreed or specified in the order. The Goods shall be marked with the Customer's order number.

After delivery and as soon as it has been reasonably possible to do so, the Customer shall inspect the Goods in conformity with common usage. If the Goods or parts of them are found to suffer from a material defect, the Customer is entitled to reject the Goods or the defective parts by giving the Contractor immediate written notice. Delivery will not be considered to have been carried out for the

rejected part of the Goods. If the Goods are not rejected, the provisions applying to defects shall be applied.

If the Goods are not rejected, the Customer assumes the risk and cost as of the date of delivery.

## **7 DELAYS**

### **7.1 When a delay occurs**

There is a delay if the Goods have not been delivered at the agreed time of delivery and this is not due to the Customer or circumstances on its part.

### **7.2 Sanctions under the Norwegian Sale of Goods Act**

In the event of a delay, the Customer may affirm the purchase and require performance.

The Customer may terminate the Contract when the delay amounts to a fundamental breach of contract or if the Contractor does not deliver within a reasonable extension of the time limit for performance stipulated by the Customer.

In addition, the Customer may claim damages for the loss it suffers as a consequence of the Contractor's delay.

### **7.3 Liquidated damages**

If liquidated damages have been agreed, the Contractor shall pay liquidated damages in case of delays pursuant to the rate stipulated in the Contract.

If the Customer has become entitled to the maximum liquidated damages and delivery has still not been made, the Customer may cancel the purchase and claim compensation for the loss suffered in excess of the maximum liquidated damages.

An agreement on liquidated damages shall not prevent the Customer from cancelling the purchase in case of a material breach of contract. In case of cancellation, compensation may be claimed for the loss sustained in excess of the liquidated damages paid.

### **7.4 Notification**

If the Contractor understands or has reason to assume that delivery will be delayed, the Customer must be notified in writing immediately of the assumed duration of and reason for the delay. If such notice is not given, the Customer may claim compensation for losses that could have been avoided if it had received notice in time.

## **8 DEFECTS**

### **8.1 When there is a defect**

The Goods are deficient when they are not in accordance with the requirements set down in the Contract and the Sale of Goods Act. In addition, there is a defect when the Goods are not in conformity with requirements under public law, stipulated in legislation or administrative decisions pursuant to law, at the time of delivery.

### **8.2 Sanctions under the Sale of Goods Act**

If there is a defect and this is not due to the Customer or circumstances on its part, the Customer may demand rectification at the Contractor's own cost, unless the Contractor wishes to deliver substitute goods.

If the defect is material, the Customer can require the Contractor to deliver substitute goods.

If rectification or delivery of substitute goods is not made within a reasonable time after the Customer complained of the defect, the Customer may demand a price reduction. The price reduction shall be equal to the costs of rectifying the defect.

If the defect entails a material breach of contract, the Customer may terminate the Contract for breach.

Irrespective of the other claims the Customer may invoke or actually invokes, the Customer may claim compensation for the loss it suffers as a consequence of a defect in the Goods. If the defect is due to a third party for which the Contractor is responsible, the Contractor is exempt from liability only if also the third party would have been exempt under the rule in this paragraph.

### **8.3 Notice of Defect**

The Customer will lose its right to invoke a defect if it fails to notify the Contractor within a reasonable time after it discovered or ought to have discovered it, stating what the defect concerns.

A notice of defect must be given no later than two years after delivery; cf. clause 7. If all or parts of the Goods are intended to last considerably longer, the time limit for giving notice of defect is five years.

### **8.4 Warranty**

Unless otherwise agreed, the Contractor assumes strict liability for any defects in the Goods during the first 24 months after delivery, unless the Contractor can establish that the defect can be attributed to circumstances on the Customer's part. During the warranty period, the Contractor shall remedy the defect as soon as possible and for its own account and risk by rectification or delivery of substitute goods, so that the Goods will be without defects and deficiencies of any nature.

The Contractor assumes the same obligations for parts that have been replaced or repaired under the first paragraph as for the original Goods, calculated from the time when the repair or replacement was completed.

## **9 TERMS OF PAYMENT**

Payment shall be made within 30 days of reception of a correct invoice. Payment does not constitute approval of the basis for the invoice.

Unless otherwise agreed, advance payment cannot be claimed.

Invoices shall be specified and documented so that they may be controlled by the Customer. Any disbursements and costs for which coverage may be claimed shall be specified separately. Invoice fees cannot be claimed. The invoice shall contain at least:

- a) The Contractor's organisation number
- b) The name of the Customer's representative
- c) Delivery address
- d) Delivery period or date of delivery
- e) Order number
- f) Contract number

The invoice should be forwarded to:

Sykehusapotekene HF  
c/o Helse Sør-Øst RHF  
Postboks 404  
N- 2303 Hamar, NORWAY

[apo.regnskap@helse-sorost.no](mailto:apo.regnskap@helse-sorost.no)

If the Customer requires it, the Contractor shall submit invoices electronically.

## **10 OVERDUE PAYMENT**

In case of overdue payment, the Customer shall pay interest on arrears pursuant to the Act relating to interest on overdue payment, etc. of 17 December 1976 no. 100.

## **11 WHAT THE PRICES INCLUDE**

Unless otherwise agreed, the Contract prices are fixed, and cover all the Contractor's costs in delivering the Goods, such as the costs of packaging, administration and invoicing fees, customs, taxes, etc.

## **12 ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The Contractor may not assign its rights and obligations under the Contract without the Customer's prior written consent.

The Customer may assign its rights and obligations under this Contract if the new customer provides security in accordance with industry practice or reasonable security otherwise for its obligations.

## **13 DUTY OF CONFIDENTIALITY**

Each Party shall keep confidential any information concerning the other Party's commercial activities or personnel. This provision shall not prevent the disclosure of information to other parties when this is necessary to supply the Goods.

This duty of confidentiality does not apply when it follows from legislation or administrative decisions pursuant to law that a contract party is obliged to provide information or if the information is in the public domain.

## **14 ENVIRONMENT**

### **14.1 General requirements**

In supplying the Goods, the Contractor shall have due regard for the environment and familiarise itself with The Hospital Pharmacies' environmental work, which includes complying with the guidelines The Hospital Pharmacies has identified within the areas covered by the Contract.

The Contractor undertakes to provide the Goods pursuant to national and international environmental legislation and regulations. The Contractor is also obliged to notify The Hospital Pharmacies if the product requires a new discharge permit or any changes to the current permit.

### **14.2 The goods' contents of hazardous substances**

The Contractor shall ensure that material safety data sheets are available for the products. The material safety data sheets shall be in Norwegian and comply with the public requirements in force at any given time.

The Goods shall comply with the requirements for products, substances and preparations in current regulations. Products containing substances that may be hazardous to health and the environment and that appear in the list of prioritised substances of the Norwegian Environment Agency and the Candidate List of REACH shall be avoided to the greatest possible extent. The Contractor shall make continuous evaluations of substitutions during the period of contract, pursuant to its obligation to provide substitution products.

### **14.3 Packaging**

Norwegian contractors (manufacturer or importer) that use packaging must produce documentation, at the latest upon signature of contract, of membership in a recycling scheme, or have its own recycling scheme for the packaging, ensuring that the packaging is taken care of in an environment-friendly way (Green Dot Norway plc or any other recycling scheme that has a licence for using the Green Dot label).

## **15 QUALITY MANAGEMENT SYSTEMS, ACCESS AND AUDIT**

The Contractor shall be able to document that it has a well-functioning quality management system. There is no requirement of formal certification.

In case of critical supplies, the Customer may require the Contractor to prepare a quality plan for the Goods. The quality plan must be approved by the Customer before delivery starts.

The Customer is entitled to perform audits and inspections of the Contractor's control systems for supplying the Goods.

In addition to this, the Customer is entitled make any necessary audit of contractual matters, either itself or by using third parties, to ensure that the Contractor fulfils its contractual obligations and any other issues under the Contract. The Customer's right to audits expires 6 months after termination of the Contract.

In any audits on the Customer's part and any inspections of a higher authority, or a supervisory authority, the Contractor is obliged to assist in producing the information requested. The Contractor shall make a representative available, if required, in case of such inspections.

## **16 ETHICAL TRADING**

### **16.1 South-Eastern Norway Regional Health Authority's ethical requirements**

The Supplier shall familiarize itself with and follow the Customer's requirements for ethical trade. At the time of entering into the agreement, these can be found at:

<https://www.helse-sorost.no/om-oss/vart-oppdrag/hva-gjor-vi/etikk>

### **16.2 Conditions during production**

The Goods shall be manufactured under conditions that are consistent with the fundamental requirements of human rights, employee rights and environmental protection set forth in applicable law at the place of manufacture, and with the following conventions:

- UN Human Rights Convention
  - UN Convention on the Rights of the Child art. 32
- ILO Conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182

Any violation of this provision shall be deemed a fundamental breach of contract. Besides entitling the Customer to terminate the Contract, the Customer may demand the delivery of substitute goods, irrespective of the costs associated with the delivery of substitute goods, together with damages for any loss resulting from the breach. In case of doubt as to whether the requirements in this provision have been observed, the Contractor bears the burden of proving that no breach of this provision has occurred.

The Contractor shall make its Subcontractors comply with requirements corresponding to those of this clause.

## **17 DISPUTES AND GOVERNING LAW**

The Parties shall attempt to resolve disputes between them amicably.

Any disputes that cannot be resolved amicably shall be treated pursuant to Norwegian law. Oslo District Court shall be the proper venue.

The present Contract has been drawn up pursuant to and shall be applied in accordance with Norwegian law.