

# CONDITIONS FOR DELIVERIES to Nomeco A/S (pharmaceuticals)



As Nomeco's Supplier you are requested to follow the below stated directives regarding deliveries of *pharmaceuticals* to Nomeco. The following Conditions for Deliveries (CfD) exists to ensure an optimal goods reception, storage and distribution of your products to minimise the risk of errors and reduce time to market.

All questions regarding the conditions can be addressed to Nomeco Commercial Affairs by email [wholesale@nomeco.dk](mailto:wholesale@nomeco.dk).

When conditions are not complied with, Nomeco will invoice according to current price list.

## 1. Information supplied by the Supplier prior to delivery

- 1.1 The Supplier must inform about any new product via [productinfo@nomeco.dk](mailto:productinfo@nomeco.dk) using the template available at [www.nomeco.dk/en/tenders](http://www.nomeco.dk/en/tenders) - minimum 13 days before the product is registered at DKMA and delivered to Nomeco Wholesale's warehouse. For products categorised as dangerous goods, the Supplier must supply the safety data sheet of the products in accordance with relevant regulation.<sup>1</sup>
- 1.2 The Supplier's delivery site must be approved and registered with Nomeco prior to delivery. The Supplier must ensure that Nomeco at all times has an updated list of the Supplier's delivery sites approved by the Supplier before delivering products to Nomeco ("Approved Sites"). A disclosure document can be requested at [wholesale@nomeco.dk](mailto:wholesale@nomeco.dk).
- 1.3 For deliveries containing pharmaceutical products arriving to Nomeco from outside Denmark, the relevant control report per batch must be uploaded in "Document Portal" 48 hours prior to delivery.
- 1.4 If an import control must be performed for pharmaceuticals delivered to Nomeco from outside of Denmark, Nomeco will perform an import control on behalf of the Supplier.
- 1.5 Nomeco will perform the import control according to Nomeco's current price list.
- 1.6 If relevant, the Supplier is responsible for updating the EMVS in regards to appointing Nomeco as a "Designated wholesaler". If products are delivered directly from the MAH the "Designated Wholesaler" field does not require any filling out.

<sup>1</sup> ADR: for road transportation, IMDG: for international sea transportation, RID: for international railway

## 2. Order processing

### 2.1. Ordering

2.1.1. Nomeco aims to place 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 as well as expected delivery for the ordered products that cannot be delivered.

2.1.2. Orders are placed at intervals and volumes reflecting the demand for the Supplier's products as forecasted by Nomeco (and the pharmacies). The Supplier is, at any time, welcome to contact Nomeco's Purchase Department, if the interpretation of the ordered amount does not match the expectations of the Supplier.

#### Order types

Order type	Definition
Normal Order	Orders in separately agreed order and delivery flow
Tender Order	Orders of products active in the A, B and C price classification in the two weeks tender period in Medicinpriser ("Tender Products")
Rush Order	Orders requiring short delivery time

2.1.3. 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 per Nordic item number. In return Nomeco will strive to place orders equivalent to whole transport cartons, pallets or pallet layers and multiple convenience packs.

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

### 2.2. Fill Rate

2.2.1. Fill Rate, Nomeco's measurement of the supplier's ability to deliver the full amount of ordered quantity at the requested delivery time, is calculated per item number per purchase order line for each of the distribution centres.

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 and deliver a fill rate of 97%.

### 2.3 Back Orders

2.3.1 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.

2.3.2. Back orders shall be delivered to Nomeco without undue delay. Nomeco shall be notified of the new time of delivery. Back order information can be informed to any of Nomeco’s customers.

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

### 3. Incoming deliveries

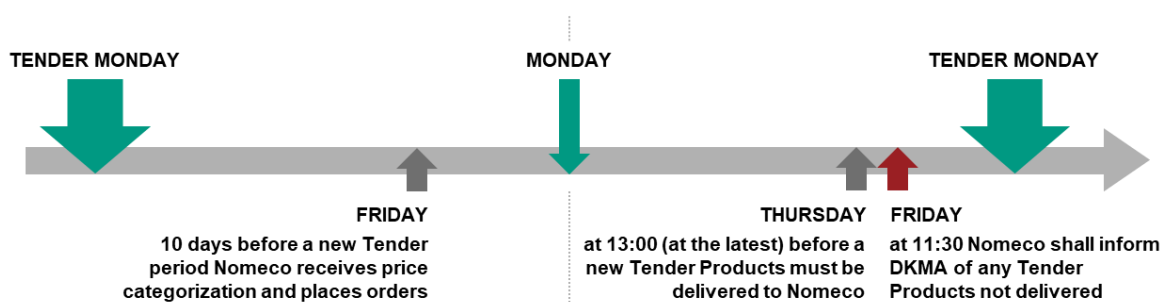
#### 3.1. Time of Delivery

3.1.1. 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 where delivery should be Wednesday)
Rush Order	Within 24 hours from time of order unless otherwise agreed	Monday-Friday 7:00-15:00 (except public holidays)

3.1.2. 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.



3.1.3. Delivery of Tender Products on Friday (after tender deadline) 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.

## 4. Documents following the delivery

### 4.1. Delivery Note

4.1.1. Each delivery shall be accompanied by minimum one delivery note and be clearly marked or placed visible on the physical shipment. An additional individual delivery note must be issued for products requiring ambient, cold and frozen storage.

4.1.2. As a minimum the following shall be clearly stated on the delivery note:

- Package item number (normally Nordic item number)
- Name, form and strength of the product
- Batch number (the same as coded in 2D data matrix, if covered by FMD)
- Expiry date (if relevant)
- Number of sales packages per batch number
- Storage conditions
- Reference number
- Date
- Name and address of Approved Site
- Name and address of the Supplier
- Name and address of Nomeco
- Seal number per sealed unit (if relevant)
- Number and location of temperature monitoring devices (if relevant)

The products shall be listed in alphabetic order by product name.

Your delivery can also be supported by an electronic (EDIFACT) delivery advice securing a faster and more efficient goods reception. Please note that a physical delivery note is still required as stated above.

### 4.2. Unit content list

4.2.1. Each delivery shall be followed by a unit content list for each carton and/or pallet.

4.2.2. As a minimum the following shall be clearly stated on the unit content list:

- Package item number (normally Nordic item number)
- Name, form and strength of the product
- Batch number
- Expiry date (if relevant)
- Number of sales packages per batch number
- Storage conditions
- Reference number
- Date
- Name and address of Approved Site
- SSCC<sup>2</sup> bar code (if information sent via EDIFACT)

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<sup>2</sup> The SSCC bar code, Serial Shipping Container Code, is used to identify logistical units

### 4.3. Waybill

4.3.1. Each delivery shall be accompanied by a waybill covering the delivered products.

### 4.4. Dangerous goods

4.4.1. All deliveries containing products categorised as dangerous goods shall be accompanied by required transportation documents for dangerous goods.

## 5. Labelling and packing of the products

### 5.1. Labelling of consignment

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

5.1.2 The following shall be clearly stated on a label on each transport carton and/or pallet:

- Package item number (if country specific packages occur with the same Nordic item number, it must be clearly stated to which country the product is intended)
- Name, form and strength of the product
- Batch number
- Expiry date (if relevant)
- Number of sales packages in carton
- Number of sales packages in convenience pack

5.1.3 Transport cartons and pallets containing the following shall be clearly marked, by means of visible labels with a colour other than white placed on all visible 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 carton and/or pallet:

- **Cold storage:** Products requiring cold storage conditions shall be marked with e.g. "COLD" or a symbol of a thermometer "2-8°C"
- **Frozen storage:** Products requiring frozen storage conditions shall be marked with e.g. "FREEZE" or a symbol of a thermometer "below -18°C"
- **Dangerous goods:** Shall be marked according to relevant law requirements
- **Cytostatic products:** Shall be marked with "CYTOSTATIC"
- **Mixed transport cartons:** Transport cartons containing different item numbers, expiry dates and/or batch numbers must be marked with "MIXED CARTON". This also applies to cartons containing similar products with different package sizes.
- **Partial transport cartons:** Transport cartons not completely full must be marked with "PARTIAL"
- **Products produced with a shelf life under one year:** Transport cartons must be clearly marked with "Short expiry".

## 5.2 Bar codes

### ***Products***

5.2.1 All packages covered by Falsified Medicines Directive shall be marked with a 2D Data Matrix containing the following four elements:<sup>3</sup>

- Product Code (GTIN/NTIN)
- Serial number
- Batch number
- Expiry date

Furthermore, the print on the package, information on the delivery note and bar code must be in accordance with the uploaded data in EMVS (European Medicines Verification System) as well as the product must be “active” in the EMVS as well.

5.2.2 If packages are not covered by Falsified Medicines Directive, an EAN-13 bar code (including NTIN or GTIN) containing information to be used in connection with the handling of the products by Nomeco, hospital pharmacies and/or pharmacies shall be placed on all packages according to the GS1, General Specification Standard.

### ***Transport unit***

5.2.3 If GS1-128 bar codes are used, they shall be placed on the outside of each transport carton and/or pallet delivered to Nomeco.

5.2.4 The GS1-128 bar code must be in compliance with the GS1 General specification standard and shall contain the following information:

- SSCC (Serial Shipping Container Code)
- Item number (GTIN or NTIN included in the EAN-13 bar code)
- Batch number
- Expiry date
- Number of sales packages

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<sup>3</sup> After February 9, 2019 EAN-13 bar codes can be removed from the sales packages.

### **5.3. General requirements to the packaging**

- 5.3.1. The packaging and packaging material must be designed in a way that the products are protected against damage, temperature deviations, contamination and harmful environmental influences (e.g. moisture) during transportation and storage. The onward sales frequency to customers as well as the nature of the products must be taken into account.
- 5.3.2. Product packs must be packed in an optimal way and with easy access to the packs inside the transport carton. Pallets must be packed so that the products are easy to identify and it is easy to verify the quantity. Mixed pallets must be stacked so that the pallets are easy to split, i.e. with the largest quantity in the bottom of the pallet.
- 5.3.3. Purchase orders shall be delivered per Nomeco's distribution centre in Copenhagen, Odense or Aarhus on separate pallets or cartons.
- 5.3.4. If the Supplier cannot fulfil the total amount on a purchase order for all distribution centres, each item number shall be delivered proportionally to all distribution centres.
- 5.3.5. 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.
- 5.3.6. Products requiring cold or frozen storage conditions shall be packed separately from other products.

### **5.4. Packing in transport cartons**

- 5.4.1 Each transport carton shall only contain one (1) batch per item number.
- 5.4.2 Mixed transport cartons can be delivered with up to five (5) different item numbers if the transport carton is clearly marked with "MIX CARTON".
- 5.4.3 Products similar to each other (e.g. identical sales packages with different strength) shall be packed in different transport cartons.

### **5.5. Packing on pallets**

- 5.5.1. Any pallets delivered must be clean and undamaged heat treated EUR pallets according to ISPM No. 15<sup>4</sup>.
- 5.5.2. No pallets must be delivered with a height exceeding 120 cm, including the pallet. The total weight per pallet must not exceed 800 kg.
- 5.5.3. All pallets must be properly wrapped with no elements exceeding the EUR pallet dimensions.
- 5.5.4. Similar products delivered with different batch numbers on the same pallet must be in whole layers and clearly separated.
- 5.5.5. Different products stacked on the same pallet must be separated by EUR pallets.

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<sup>4</sup> IPPC's International Standards for Phytosanitary Measures, No. 15 (ISPM15)

5.5.6. Same products stacked on the same pallet in layers must be separated by suitable material, e.g. thick cardboard.

5.5.7. All pallets containing cold Products must have a humidity level below 14 %.

## **5.6. Faulty deliveries**

5.6.1. 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.

5.6.2. After receipt of the products, Nomeco shall carry out a general check on each consignment for outer or hidden 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.

## **5.7. Quarantine**

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

- Missing or/and incomplete documents
- Outer visible damages
- Products delivered inconsistent with temperature requirement
- Non-compliance with GDP regulations
- Non-compliance with FMD regulations

## **5.8. Logger and temperature handling**

5.8.1. If the delivery contains temperature loggers, it must be clearly marked on the pallets or cartons. If not, Nomeco cannot guarantee reading of the logger.

5.8.2. Nomeco will handle reading of the temperature logger according to Nomeco's current price list.



## 6. Invoicing/Crediting

### 6.1. Receipt of invoice

6.1.1. 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](mailto:invoice@nomeco.dk). Following a request from Nomeco, the Supplier is obliged to ensure employment of EDIFACT without delay.

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

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

### 6.2. The invoice/credit note

6.2.1. The invoice shall contain the following information:

- Nomeco's purchase order number
- Product name
- Nordic item number
- Number of packages per item number
- Price per item number
- Price per line

The products shall be listed in alphabetic order.

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

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

## Contact information

### Delivery address

Nomeco A/S  
**Goods Receipt Department**  
**Gate 1, 2 and 3**  
Scandiagade 35  
2450 Copenhagen SV  
Denmark

Email: [vmtdrift@nomeco.dk](mailto:vmtdrift@nomeco.dk)  
Phone: +45 3614 2142



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

### Nomeco Purchase Department

Nomeco A/S  
**Purchase Department**  
Borgmester Christiansens Gade 40  
1790 Copenhagen V  
Denmark

Email: [indkoeb@nomeco.dk](mailto:indkoeb@nomeco.dk)  
Phone: +45 3614 2128



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

### Nomeco Commercial Affairs

Nomeco A/S  
**Commercial Affairs**  
Borgmester Christiansens Gade 40  
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Email: [wholesale@nomeco.dk](mailto:wholesale@nomeco.dk)  
Phone: +45 3645 4536