

## General Purchase Order terms and conditions for trade



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## 1. Abbreviations

PO	PURCHASE ORDER
RFQ	REQUEST FOR QUOTATION
CoC	CERTIFICATE OF COMPLIANCE (by third party)
DoC	DECLARATION OF COMPLIANCE (by supplier)
IPR	INTELECTUAL PROPERTY RIGHTS
DAP	Delivery at place; Incoterms 2010
EHF	Norwegian: Elektronisk Handelsformat; EHF (based on the European standard: UBL,CEN,PEPOL BIS)
DIFI	Direktoratet for forvaltning og IKT / Agency of Public Management and eGovernment
PDF	Portable Document Format (file format)
UN	United Nations
ILO	International Labor Organization

## 2. Background

This document intends to provide the terms and conditions for suppliers that are to deliver goods to Cypromed AS (customer).

## 3. Definitions

Buyer	Cypromed AS
Supplier	The supplier of goods and services to the buyer
Delivery Date	Date for when goods are available to the customer
Purchase Order	Written confirmation of the purchase information provided from buyer to supplier
Delivery place	Location where goods are to be delivered
Goods	the goods that are required to be delivered by Supplier
Specifications	specifications for the Goods or Services that are set out in the applicable Purchase Order

## 4. Standard purchase order terms and conditions

### 4.1. Agreement

This agreement shall be considered valid for all purchase orders issued from Cypromed AS to any supplier of goods and services.

The agreement consists only of: (a) a request for quotation (RFQ), (b) these Standard purchase terms; (c) the applicable purchase order (PO); and (d) any specifications or other documents expressly referenced in- or delivered in parallel with the purchase order, from the buyer to the supplier. Any reference in the purchase order to any supplier proposal is solely for the purpose of incorporating the descriptions and specifications of the goods and/or services contained in the proposal, and only to the extent that the terms of the proposal from the supplier do not conflict with the descriptions and specifications set out by the buyer. Buyer's acceptance of, or payment for, goods and/or services will not constitute buyer's acceptance of any additional or different terms in any supplier proposal, unless otherwise accepted in writing by the buyer in advance. If there is any conflict or inconsistency between the documents constituting the agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this section.

#### 4.2. Delivery of goods and services

Supplier shall deliver the goods as agreed upon in written form per; (a) these standard purchase terms, (b) the applicable purchase order and (c) any specification referenced in the PO or given by the supplier prior to placing the PO. The supplier shall deliver goods and services as set out in this agreement and as per specified.

The supplier agrees to notify Cypromed of changes in the purchased product prior to implementation of any changes that affect the ability of the purchased product to meet specified purchase requirements.

Goods shall by default be delivered as per INCOTERMS 2010 - DAP. No cost will be allowed for freight, transport, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges, if otherwise not agreed in written form and reflected by in the original PO, or per written agreement. The supplier may only invoice the buyer for these costs, as long as this is agreed upon in written form by the buyer to the supplier before delivery of goods or services.

The supplier shall inform the buyer about delivery time and estimated time of arrival for the delivery. The buyer may at any time cancel or change the purchase order if delivery time exceeds of the agreed delivery time, without any cost to the buyer. Supplier must immediately notify buyer if supplier is likely to be unable to meet the delivery date and provide an updated time for delivery.

The supplier shall prepare any and all necessary customs paper required for the delivery. The information supplied shall be correct and the supplier shall be responsible for any cost, risk or consequence resulting from missing or incorrectly supplied customs declaration/information.

Any necessary or required regulatory documentation necessary for delivery of goods and services to the European community (EU) shall be provided to buyer by supplier prior to delivery of any goods or services. Example of such documentation may be, but is not limited to; any EC certificates, DoC, IFU's, or any other similar or necessary documentation. Any necessary regulatory documentation required for compliance to EU law is considered part of the product deliverables. Any missing delivery of such necessary regulatory documentation shall be considered as an incomplete delivery to the buyer. Buyer may reject and return any goods not complying with regulatory or legal requirements of the EU, at the full cost of the supplier.

In cases where it is necessary or desirable to document the conformity of the products to standards or specifications, the supplier shall provide the buyer with a declaration of conformity to the specifications. This declaration of conformity shall be in accordance with IEC 17050-1. The declaration shall be provided to the buyer prior to the receipt of goods- or as part of the delivered of goods at the buyers premises.

#### 4.3. Inspection; acceptance and rejection

The buyer shall have the right to perform inspection. Buyer shall have 30 days to perform inspection of goods and services provided by supplier. Buyer shall have the rights to reject any goods that are delivered in excess of quantity ordered. Buyer shall have the right to reject any goods that are deemed damaged or defective. Buyer shall have the right to reject any goods or services that are not in conformance with the specification's, the terms of this contract or regulatory- or any EU law. Buyer shall inform supplier of any non-conformity discovered during inspection leading to rejection and the reason for the rejection. Buyer's inspection shall not under any circumstance limit or remove any of the supplier's warranty obligations. Likewise, any inspection of goods or services shall not free the supplier from any other obligations from this agreement. Buyer shall be entitled to return any goods or services that fail the inspection at the supplier's own risk and cost. Supplier are not to return any previously rejected goods to the buyer, without the written approval from the buyer. Supplier are not allowed to return repaired goods without the buyer's written approval of such repair. Any such repair performed by the supplier shall be documented and approved by the buyer in advance of repair being performed.

#### 4.4. Price and payment terms

Prices for the Goods and/or Services will be provided the purchase order, or otherwise agreed in written form. Price increases or charges not expressly set out in the purchase order shall not be effective unless agreed to in advance in writing by buyer. All invoices delivered by supplier must meet buyer's requirements, and at a minimum shall reference the applicable PO. Supplier shall provide reference to the original PO order number for all and any documents supplied to the buyer, i.e. on all; invoices, CoC's, Proforma invoices etc. The supplier shall bear the responsibility to inform the buyer of price and payment terms of goods and service before acceptance of PO.

Invoices shall be provided in the following form:

- (a) By EHF electronic invoicing format in compliance with the Norwegian DIFI.
- (b) By an invoice provided in PDF format.
- (c) Other invoicing and payment method agreed upon in advance of the buyer issuing the PO.

The invoice shall bear all necessary information required to perform national or international payments/banking. The buyer is not responsible for any missing, incomplete or faulty information provided in the invoice given by the supplier.

#### 4.5. Taxes

Unless otherwise stated in a PO, all prices are exclusive any taxes. All and any local or domestic taxes, fees, VAT's etc, not agreed upon in the original PO, are to the cost of the supplier. Buyer are only responsible for amounts agreed upon in the original PO.

#### 4.6. Hazardous materials

For goods either to be delivered, or any of its packaging; the supplier agrees to provide the buyer with all reasonably necessary documentation to verify the material composition on a substance by substance basis. All materials provided by the supplier shall comply with applicable EU law on the use of hazardous substances or materials.

The supplier shall ship goods in compliance to the UN Recommendations on the Transport of Dangerous Goods, if necessary or otherwise required.

The supplier shall ship the goods in such a way that it does not pose a potential risk to health or safety for the buyer or transporter, upon receipt- or handling of the goods.

The supplier is to provide an SDS/MSDS to buyer for any material requiring such documentation.

#### 4.7. Legal compliance; Workplace safety, Worker rights

The supplier shall be compliant to ILO and UN code of conducts.

The supplier shall at all times be compliant to:

- ILO Conventions No. 29 and 105
- ILO Conventions Nos. 87, 98, 135 and 154
- UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146
- ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women
- Health and Safety (ILO Convention No. 155 and ILO Recommendation No. 164)
- ILO Convention No. 131
- ILO Convention No. 1 and 14

The supplier shall be compliant to local and national law in which the supplier operates.

The supplier shall ensure that any sub-supplier of the supplier also complies with the requirements described above. The newest revision of Cypromed's code of conducts is available through our website ([www.cypromed.no](http://www.cypromed.no)).

If necessary, the supplier shall provide documentation of compliance free of charge to the buyer. The buyer and any of its customers shall be entitled to perform on-site audits if it is found necessary by the buyer or any of its customers.

#### 4.8. Intellectual property rights

Supplier shall warrant to buyer that at all times the goods and services does not and will not be in violation or infringe any intellectual property rights of any third party.

Supplier shall safeguard and keep confidential any and all information provided by the buyer that may be considered intellectual property.

Any information shared from by the buyer to the supplier shall be considered intellectual property of the buyer. Supplier are not to share any intellectual property provided by the buyer to any third party in any form or use it for its own gain. The supplier shall provide means to keep any intellectual property from being shared or distributed.

Supplier grants to buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables

#### 4.9. Communication

The communication form shall be in written English, if otherwise not agreed upon. Communication shall be performed by e-mail if not otherwise specified by the buyer.

#### 4.10. Certifications

The supplier shall keep record and provide the buyer with evidence of compliance to any certifications necessary to perform deliveries of goods of services (i.e. ISO 9001, ISO 13485 or similar). The supplier shall without any undue delay notify the buyer if any such certification is invalidated.

#### 4.11. Post market vigilance

The supplier shall at all times notify the buyer, without any undue delay, if any potential risk to human health or material property is discovered in relationship to any past- or future deliverable to the buyer. The supplier shall at all times be able to inform the buyer about any such risk uncovered at any time.

The supplier shall in situations where risk is identified and advisory notice or recall is required, provide cost free and prioritized support to the buyer and any required regulatory-, government- or legal notified body-, or any third party appointed by a regulatory- or national legal body.

#### 4.12. Transport agency

The supplier shall, if not otherwise agreed upon in written form, transport goods by any of the following agencies:

- DHL
- UPS
- TNT
- A regional Norwegian Transport Agency.

Other agencies shall be avoided and only used upon the written permission of the buyer.



## 5. Change log

REV	Change
A	Document established, Approved by RH after review.
B	Added section to better satisfy requirements of ISO 13485:2016-7.4.2. Minor changes to text, see tracked changes.
C	Added that ILO and UN code of conducts also are a requirement to any sub-supplier of the supplier. See track changes.