

THE PROTOCOL RELATING TO THE MADRID AGREEMENT CONCERNING THE  
INTERNATIONAL REGISTRATION OF MARKS

**Notification of provisional refusal based on opposition according to article 5 and rule 17(3)**

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I National office notifying the opposition:

**Danish Patent and Trademark Office**  
**Helgeshøj Alle 81**  
**DK-2630 Taastrup**  
**Denmark**

**Telephone: + 45 43 50 80 00**

**Telefax: + 45 43 50 80 01**

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II Number of the international registration subject to the opposition **999045**

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III Name and address of the holder of the international registration subject to the opposition:

**Zentiva, a.s.**  
**Nitrianska 100**  
**SK-920 27 Hlohovec**  
**Slovakiet**

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IV Name and address of the opponent:

**Bayer Aktiengesellschaft**  
**D-51368 Leverkusen,**  
**Germany**

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V. Grounds for the opposition:

Confusingly similar to the following mark(s) (see appendix):

**X**      registered mark              applied mark              mark used in the course of trade

Lack of distinctive character      Company name(s) (see appendix)      Other grounds

Provisions of the Danish Trade Marks Act (enclosed): Sect. 23.

The provisional refusal affects **all goods and services** covered by the designation.

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VI Grounds on which the refusal can be based according to the provisions of the Danish Trade marks Act: Sect. 23 cf. Sect. 13, 14, 15 and 16.

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VII The holder of the designation may request a review of the provisional refusal. The request must be received by the Danish Patent and Trademark Office no later than 4 months from the date of the provisional refusal. The request should be filed in Danish.

Please *note* that the opposed registration is subject to full examination by the Danish Patent and Trademark Office. The final refusal may thus not affect all goods and services.

Please note that the final decision on the opposition can be appealed to the Danish Board of Appeal for Patents and Trademarks by either party within a period of 2 months from the date of the final decision.

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VIII. Date of the provisional refusal: 11 February 2010

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VIII. Signature by the Office: **The Danish Patent and Trademark Office Helle Balthervin**

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Number of continuation sheets 79

## **Guidelines on oppositions**

We will deal with the opposition in two phases:

- The hearing phase during which the opponent and the proprietor through us exchange arguments and material.
- The decision phase during which we review the arguments and the material and based on that make a decision.

### **The hearing phase.**

Both parties have the right to express their opinions. The extent of the hearing depends on the complexity of the case.

Our part in the hearing phase is to make sure that the parties get the possibility of expressing their opinions and views. We will also guide on the elements we consider relevant. There will be at least one exchange of letters as the proprietor always will be given the possibility of commenting on the opposition.

We would like to inform you that the proprietor during the opposition process has the possibility of requesting the opponent to document that the mark has been in use in accordance with the regulations of requirement of use of The Danish Trade Marks Act. According to the regulations a mark must have been in use in this country within the last five years. A CTM must have been used in one of the member states within the last five years. The mark must have been used for the goods and/or services covered by the registration. Otherwise the registration will only be considered to cover the goods and services for which use has been documented.

The material submitted to us will be available to the public according to the regulations of The Danish Access to Public Administration Files Act. The material will also be sent to the other party for comments according to the regulations of The Administration Act.

In the hearing phase both parties must reply within the time limits laid down. The time limit may be extended after a specific evaluation and will usually be one to two months.

If the parties choose to negotiate on a settlement, we will make a further extension of the time limit if we are sure that both parties agree on the extension.

When we evaluate the case to be sufficient discussed, it is ready for decision and we will send a notifying letter to the parties. The decision will be forwarded within two months from this.

### **The decision.**

When we make the decision, we review and evaluate the arguments and the material submitted by the parties. We will also examine the case ourselves, among other things regarding previous practice.

When making the decision, we evaluate the registration as a whole and can attach importance to issues which the parties have not discussed.

We will forward a reasoned decision to both parties. The party, with whom we do not fully agree, will also be informed of the possibilities of bringing the decision before The Board of Appeal for Patents and Trademarks.

## **Extract from the Danish Trade Marks Act**

### ***Grounds for refusal*** **Section 13**

- (1) For a trademark to be registered it shall be of the nature referred to in section 2, including a distinctive character.**
- (2) The following trademarks shall not be registered:**
  - (i) trade marks which consist exclusively of signs or indications which may serve, in trade, to designate the kind, quality, quantity, intended purpose, value, geographical origin, the time of production of the goods or of rendering the services or other characteristics of the goods or services;**
  - (ii) trademarks which consist exclusively of signs or indications which are customarily used to designate the goods or services in the current language or in the established practices of the trade.**
- (3) Irrespective of the provisions of sub-sections (1) and (2) a trademark may be registered if, before the filing of the application in consequence of the use which has been made thereof, it has acquired a distinctive character.**

### **Section 14**

**Furthermore, the following shall not be registered:**

- (i) trademarks which are contrary to law, public order or morality;**
- (ii) trademarks which are liable to mislead the public, for instance as to the nature, quality or geographical origin of the goods or services;**
- (iii) trademarks which have not been authorized by the competent authorities and are to be refused pursuant to Article 6ter of the Paris Convention for the Protection of industrial Property, and trademarks which include badges, emblems and escutcheons which are of public interest, unless the consent of the appropriate authority to their registration has been given;**
- (iv) trademarks which without permission consist of or contain an element which can be construed as a personal name or company name to which another party has a legal title, or as a portrayal provided allusion is not made to persons long dead, or which without permission contain a distinctive name of or a picture of the real property of another party;**
- (v) trademarks which without permission consist of or contain an element which can be construed as a distinctive title of the protected literary or artistic work of another party or which infringe the copyright in such works or the right to a photograph of another party or the industrial property rights of another party.**

### **Section 15**

- (1) A trademark shall not be registered if:**
  - (i) it is identical with an earlier trademark, and the goods or services for which the trademark is sought registered are identical with the goods or services for which the earlier trademark is protected, or**
  - (ii) there exists a likelihood of confusion including a likelihood of association with the earlier trademark, because the later trademark is identical with or similar to the earlier trademark and the goods or services are identical or similar.**
- (2) For the purpose of subsection (1) earlier trademarks mean:**
  - (i) marks of the following categories in respect of which the date of application for registration is earlier than the date of application for registration of the trademark, taking account, where appropriate, of the priorities claimed in respect of those marks:**
    - (a) Community trademarks;**
    - (b) Trademarks registered in this country, or**

- (c) Trademarks registered under international agreements and having effect in this country;
  - (ii) Community trademarks which claim seniority, in accordance with the Regulation on the Community trademark, in relation to a trademark referred to under (i)b) and c), even if the latter trademark has been surrendered or has lapsed;
  - (iii) Applications for trademarks referred to under (i) and (ii), subject to their registration;
  - (iv) Trademarks which, on the date of application for registration of the trademark, or, where appropriate, of the priority claimed in respect of the application for registration of the trademark, are well known in this country, in the sense in which the words "well known" are used in Article 6bis of the Paris Convention.
- (3) A trademark shall, furthermore, not be registered if:
- (i) it is identical with or similar to an earlier Community trademark, cf. Subsection (2) and is sought registered for goods or services which are not similar to those for which the earlier Community trademark is registered, provided that the earlier Community trademark is well known in the European Union and the use of the later trademark will take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier Community trademark;
  - (ii) it is identical with or similar to a "well known" trademark, cf. Subsection (2) (iv), and is sought registered for goods or services which are not similar to those for which the earlier trademark is well known, provided that the use of the later trademark may lead to a likelihood of association between the marks, and the use will take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trademark, or
  - (iii) it is identical with or only insignificantly distinct from a trademark, which at the date of filing of the application for registration or, where appropriate, of the priority claimed in respect of the application for registration, has commenced to be used in another country and is still in use there for goods or services which are identical with or similar to those for which the later trademark is sought registered, and the applicant at the date of the filing had, or should have had, knowledge of the foreign trademark.
- (4) A trademark shall moreover not be registered if:
- (i) the trademark is identical with or similar to an earlier Danish trademark within the meaning of subsection (2) and is sought registered for goods or services which are not similar to those for which the earlier trademark is registered, where the earlier trademark is well known in this country and where the use of the later trademark would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trademark, or
  - (ii) in consequence of use in this country a right has been acquired to an identical or confusingly similar trademark or to another identical or confusingly similar sign used in the course of trade prior to the date of filing of the application for registration of the later trademark, or, where appropriate, of the priority claimed in respect of the application for registration of the later trademark, if the proprietor of the earlier right can prohibit the use of the later trademark.
- (5) A trademark shall not be excluded from registration pursuant to the provisions of subsections (1) to (4) where the proprietor of the earlier trademark or other earlier rights consents to the registration of the later trademark.

#### *Opposition* Section 23

- (1) When the registration has been published, opposition may be filed against the validity of the registration. The opposition, which shall be reasoned, shall be filed with the Patent Office within two months from the date of publication. A fee, the amount of which shall be fixed by the Minister of Business and Industry, shall accompany the opposition.
- (2) If opposition has been filed, the Patent Office shall examine the registration in accordance with section 20. Section 28 (5) shall also apply during the examination. The proprietor of the

**registered right shall be notified of the opposition and be given an opportunity to submit his observations.**

- (3) If the registration is maintained, the person having filed the opposition and the proprietor of the right shall be given notice hereof.**
- (4) If the registration is declared void in part or in full, the decision to that effect shall be published when it is final.**

**BUDDE  
SCHOU**  
PATENT ATTORNEYS  
SINCE 1901

Patent- og Varemærkestyrelsen  
Att.: Varemærkeafdelingen  
Helgeshøj Allé 81  
2630 Taastrup

22. januar 2010

Deres ref: MP999045  
Vor ref: 136602/LP/VM

*PR TELEFAX*  
43 50 80 01 / p 2

**Frist: 25. januar 2010**

**Indsigelse mod MP999045**  
**Indehaver:** Zentiva, a.s.  
**Varemærke:** Anopyrin <w>  
**Indsiger:** Bayer Aktiengesellschaft

På vegne af Bayer Aktiengesellschaft, D-51368 Leverkusen, Tyskland, og i medfør af varemærkelovens § 23, nedlægges herved

### INDSIGELSE

mod den danske del af internationalt varemærke MP999045 Anopyrin som bekendtgjort i Dansk Varemærketidende den 25. november 2009 for følgende varer:

*Class 05: Medicines; pharmaceutical preparations for human use.*

Indsigelsen støttes på vor klients bestående rettigheder til varemærket ASPIRIN som beskyttet bl.a. ved:

- VR 1991 03440 ASPIRIN DIRECT - Klasse 5: Lægemidler
- VR 1919 00665 ASPIRIN <fig> - Klasse 5: Et farmaceutisk produkt

Fuld varekollision er således til stede for så vidt angår klasse 5.

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Denmark

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www.buddeschou.dk

CVR nr: 21 47 77 37

Da samtidig de to mærker ligger meget tæt på hinanden, vil der være en overhængende fare for forveksling, hvis mærkerne anvendes for identiske eller ligeartede produkter.

Ved vurderingen af den foreliggende sag bedes det venligst lagt til grund, at min klients foreliggende mærke bør anses for velkendt i Danmark. Jeg henviser i denne forbindelse til følgende dokumentation som indleveret i vor klients sideløbende indsigelsessag mod VR 2009 01401:

- 1) E-mail samt en erklæring fra Lægemiddelindustriforeningen ved Charlotte Frevert, hvori det bekræftes, at vor klients varemærke ASPIRIN er almindeligt kendt i Danmark, **Bilag 1**.
- 2) Lister over salgsdata for min klients forskellige produkter og kopi af nogle fakturaer, **Bilag 2a** samt produktinformation, **Bilag 2b**.
- 3) Success Survey, hvoraf fremgår, at min klients varemærke ASPIRIN er blandt de 50 mest kendte håndkøbsmedicinalpræparater i verden, **Bilag 3**.
- 4) Kopier af afgørelser fra henholdsvis OHIM og fra tysk Bundespatentgericht i 3 sager, hvori det er lagt til grund, at min klients varemærke er velkendt i Tyskland. Det er min klare overbevisning, at denne velkendthedsgrad også udstrækkes til Danmark, jf. **Bilag 4a, Bilag 4b og Bilag 4c**.

På baggrund af ovenstående skal vi henstille, at endelig registrering af det bekendtgjorte mærke ikke godkendes.

For fuldstændigheds skyld skal det nævnes, at min klients mærke bl.a. er et i Danmark yderst velkendt varemærke i forbindelse med et acetylsalicylsyre præparat, jf. vedlagte datasheet.

Såfremt vor indsigelse skulle give anledning til bemærkninger fra indehaveren af det bekendtgjorte mærke, anmoder vi om at blive gjort bekendt hermed og om at få mulighed for at fremkomme med eventuelle uddybende bemærkninger.

**Indsigelsesgebyret på DK 2500 bedes trukket på vor konto PVS 5.**

Med venlig hilsen  
Budde Schou AS

Inge Lise Persson  
Advokat / Attorney at Law  
Team Manager / European Trademark Attorney

**Bilag (følger pr. e-mail)**



Patent- og Varemærkestyrelsen  
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CVR no: 21 47 77 37

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**Indsigelsesgebyret på DK-2500 bedes trukket på vor konto PVS 5.**

Med venlig hilsen  
Budde Schou A/S

Inge Lise Persson  
Advokat / Attorney at Law  
Team Manager / European Trademark Attorney

**Bilag (følger pr. e-mail)**



Vibeke Molbech/Budde Schou

16-10-2009 09:37

To Helen Haasum/Budde Schou@Budde Schou A/S  
Persson/Budde Schou@Budde Schou

cc

bcc

Subject Fw: Varemærket ASPIRIN - Vor ref.: 136514/LP/VM

Bilag

1

Sincerely / Med venlig hilsen

Vibeke Molbech

Tel: +45 3337 6771 / vm@buddeschou.dk

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SCHOU

PATENT ATTORNEYS  
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Budde Schou A/S

16. OKT. 2009

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----- Forwarded by Vibeke Molbech/Budde Schou on 16-10-2009 09:37 -----

Charlotte Frevert <cfr@dli-mi.dk>

To "vm@buddeschou.dk" <vm@buddeschou.dk>

cc

15-10-2009 18:22

Subject FW: Varemærket ASPIRIN - Vor ref.: 136514/LP/VM

Kære Inge Lise Persson

Tak for din henvendelse. Jeg har skrevet mine svar ind i det vedhæftede dokument.

Med venlig hilsen

Charlotte Frevert

**From:** Vibeke Molbech [mailto:vm@buddeschou.dk]  
**Sent:** 15. oktober 2009 15:20  
**To:** Charlotte Frevert  
**Subject:** Varemærket ASPIRIN - Vor ref.: 136514/LP/VM

Kære Charlotte Frevert,

Efter drøftelse med Charlotte Wellejus sender jeg dig vedhæftede brev af 5. oktober 2009 til Lægemiddelindustriforeningen og håber, at du kan være os behjælpelig med besvarelse af de stillede spørgsmål.

Jeg imødeser din tilbagemelding i sagen.

Sincerely / Med venlig hilsen

Inge Lise Persson  
Advokat / Attorney at Law  
Team Manager / European Trademark Attorney

Tel: +45 3337 6770 / ILP@buddeschou.dk

B U D D E  
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medical assoc. 2009.10.05.doc

Lægemiddelindustriforeningen  
Stødamvej 50A  
2100 København V

5. oktober 2009

Deres ref:  
Var ref: 136514/LP/VM

*PR TELEFAX OG POST*  
*39 27 60 70 / p 2*

#### Varemærket **ASPIRIN**

På vegne Bayer Aktiengesellschaft, Leverkusen, Tyskland, skal vi herved venligst anmode Foreningen om at besvare følgende spørgsmål:

- 1) Kan det bekræftes, at Bayer Aktiengesellschaft har anvendt betegnelsen **ASPIRIN** her i landet siden 1919 for bl.a. smertestillende produkter.

**SUAR**

I DLI MI's statistikker kan kun gå tilbage til 1977, hvor vi kan bekræfte, at Bayer har anvendt betegnelsen Aspirin. Ifølge produktresumé på Lægemiddelstyrelsens hjemmeside, blev den første markedsføringstilladelse givet i 1955.

- 2) Kan det bekræftes, at ingen andre end Bayer Aktiengesellschaft har anvendt betegnelsen **ASPIRIN** i Danmark for smertestillende produkter.

**SUAR**

Ifølge DLI MI's statistikker har ingen andre anvendt betegnelsen Aspirin i Danmark.

- 3) Kan det bekræftes, at betegnelsen **ASPIRIN** er indarbejdet på det danske marked i varemærkelovens forstand, dvs. er almindeligt kendt i de relevante omsætningskredse som et forretningskendetegn for varer hidrørende fra Bayer Aktiengesellschaft.

**SUAR**

Jeg er ikke fuldt bekendt med mærkevareloven, men kan bekræfte, at Aspirin er

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www.buddeschou.dk

almindeligt kendt i Danmark.

- 4) Er Foreningen bekendt med, hvorvidt andre virksomheder end Bayer Aktiengesellschaft anvender varemærker, hvori betegnelsen ASPIRIN indgår i forbindelse med salg af smertestillende produkter.

**SVAR** Nej, DLI MI er ikke bekendt med, at andre anvender varemærket.

Vi takker på forhånd for Foreningens assistance og anmoder høfligst om en hurtig besvarelse.

Med venlig hilsen  
Budde Schou A/S

Inge Lise Persson  
Advokat / Attorney at Law  
Team Manager / European Trademark Attorney

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| Number<br>ex values                                     |                                                                                              |                                                                                                              | 2008/Oct | 2008/Nov | 2008/Dec | 2009/Jun | 2009/Feb | 2009/Mar | 2009/Apr | 2009/May | 2009/Jun | 2009/Jul | 2009/Aug | 2009/Sep | # of    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| N02B1 Salicylic acid and derivatives excl. combinations | Aspirin; Tabletter; 500 mg; Bayer AS                                                         | Aspirin; Tabletter; 500 mg; 10 stk. (båster); Bayer AS; 507976                                               | 224      | 98       | 115      | 75       | 96       | 160      | 234      | 123      | 192      | 88       | 192      | 34       | 1.431   |
|                                                         |                                                                                              | Aspirin; Tabletter; 500 mg; 20 stk.; Bayer AS; 195774                                                        | 1.029    | 665      | 938      | 638      | 729      | 878      | 601      | 719      | 767      | 796      | 932      | 774      | 9.864   |
|                                                         |                                                                                              | Aspirin; Tabletter; 500 mg; 50 stk.; Bayer AS; 198785                                                        | 1.489    | 1.326    | 1.854    | 1.372    | 1.275    | 1.422    | 1.247    | 1.442    | 1.323    | 1.278    | 1.321    | 1.274    | 16.123  |
|                                                         | Idontyl; Brusetabletter; 500 mg; Ferrosan AS                                                 | Aspirin; Tabletter; 500 mg; Bayer AS                                                                         | 9.745    | 9.069    | 7.793    | 2.383    | 7.189    | 2.499    | 3.365    | 2.394    | 2.472    | 2.188    | 2.495    | 2.308    | 32.669  |
|                                                         |                                                                                              | Idontyl; Brusetabletter; 500 mg; 20 stk.; Ferrosan AS; 453285                                                | 681      | 638      | 823      | 55       | 54       | 46       | 0        | 0        | 0        | 0        | 0        | 0        | 2.297   |
|                                                         |                                                                                              | Idontyl; Brusetabletter; 500 mg; 4 x 20 stk.; Ferrosan AS; 453393                                            | 1.523    | 1.449    | 1.853    | 4        | 4        | 3        | 45       | 0        | 0        | 0        | 0        | 0        | 4.277   |
|                                                         | Magnyl "DAK"; Enterotabletter; 100 mg; Nycomed Danmark AS                                    | Magnyl; Brusetabletter; 500 mg; Ferrosan AS                                                                  | 3.231    | 2.659    | 2.619    | 13       | 43       | 62       | 45       | 0        | 0        | 0        | 0        | 0        | 8.134   |
|                                                         |                                                                                              | Magnyl "DAK"; Enterotabletter; 100 mg; 100 stk.; Nycomed Danmark AS; 519371                                  | 13.495   | 10.775   | 13.168   | 12.064   | 10.799   | 11.673   | 12.142   | 11.849   | 11.650   | 11.646   | 11.085   | 10.720   | 142.085 |
|                                                         | Magnyl "DAK"; Tabletter; 500 mg; 100 stk.; Nycomed Danmark AS                                | Magnyl "DAK"; Enterotabletter; 100 mg; Nycomed Danmark AS                                                    | 13.441   | 13.775   | 13.148   | 12.854   | 12.789   | 12.873   | 12.142   | 11.849   | 11.683   | 11.548   | 11.085   | 10.720   | 140.885 |
|                                                         |                                                                                              | Magnyl "DAK"; Tabletter; 500 mg; 100 stk.; Nycomed Danmark AS; 512347                                        | 401      | 340      | 485      | 430      | 329      | 388      | 487      | 413      | 365      | 413      | 436      | 382      | 4.448   |
|                                                         | N02B2 Other analgesics and antipyretics                                                      | Magnyl "DAK"; Tabletter; 500 mg; Nycomed Danmark AS                                                          | 412      | 345      | 435      | 419      | 319      | 385      | 487      | 413      | 365      | 413      | 436      | 382      | 4.348   |
|                                                         |                                                                                              | N02B1 Salicylic acid and derivatives excl. combinations                                                      | 19.832   | 14.289   | 18.894   | 14.913   | 13.068   | 14.452   | 14.648   | 14.949   | 14.287   | 14.128   | 13.968   | 13.184   | 150.198 |
|                                                         |                                                                                              | Kodamid "DAK"; Tabletter; 250 + 9,8 + 50 + 150 mg; 100 stk.; Nycomed Danmark AS; 510214                      | 2.137    | 1.826    | 2.164    | 1.906    | 1.781    | 1.968    | 1.935    | 2.109    | 1.948    | 2.070    | 1.907    | 1.974    | 23.714  |
|                                                         |                                                                                              | Kodamid "DAK"; Tabletter; 250 + 9,8 + 50 + 150 mg; 250 stk.; Nycomed Danmark AS; 510222                      | 3.962    | 3.602    | 4.159    | 3.664    | 3.461    | 3.890    | 3.537    | 3.817    | 3.703    | 3.707    | 3.224    | 3.436    | 44.373  |
|                                                         |                                                                                              | Kodamid "DAK"; Tabletter; 250 + 9,8 + 50 + 150 mg; Nycomed Danmark AS                                        | 6.099    | 6.428    | 6.323    | 5.569    | 5.242    | 5.759    | 5.473    | 5.278    | 5.651    | 5.777    | 5.131    | 5.410    | 67.433  |
|                                                         |                                                                                              | Kodimagnyl "DAK"; Brusetabletter; 500+10 mg; 20 stk.; Nycomed Danmark AS; 441380                             | 2.692    | 2.585    | 2.911    | 2.651    | 2.617    | 2.661    | 2.867    | 2.402    | 2.502    | 2.505    | 2.220    | 2.582    | 31.665  |
|                                                         |                                                                                              | Kodimagnyl "DAK"; Brusetabletter; 500+10 mg; 3 x 20 stk.; Nycomed Danmark AS; 111785                         | 9.313    | 8.818    | 10.415   | 9.131    | 8.886    | 8.906    | 9.154    | 9.346    | 8.713    | 9.155    | 8.900    | 8.927    | 106.750 |
|                                                         |                                                                                              | Kodimagnyl "DAK"; Brusetabletter; 500+10 mg; Nycomed Danmark AS                                              | 12.005   | 11.497   | 13.328   | 11.853   | 11.519   | 11.542   | 11.307   | 11.748   | 11.215   | 11.368   | 11.210   | 11.409   | 140.232 |
|                                                         |                                                                                              | Kodimagnyl "DAK"; Tabletter; 500+9,8 mg; Nycomed Danmark AS                                                  | -114     | 0        | 1.378    | 262      | 336      | 326      | 403      | 405      | 434      | 425      | 481      | 424      | 4.788   |
|                                                         |                                                                                              | Kodimagnyl "DAK"; Tabletter; 500+9,8 mg; Nycomed Danmark AS                                                  | 311      | 6        | 1.378    | 262      | 336      | 326      | 403      | 405      | 434      | 425      | 481      | 424      | 4.788   |
| N02B2 Other analgesics and antipyretics                 | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; Nycomed Danmark AS           | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 10 stk. (båster); Nycomed Danmark AS; 504572 | 41.663   | 36.891   | 30.883   | 46.827   | 36.963   | 37.863   | 37.787   | 36.796   | 34.141   | 36.020   | 35.178   | 41.708   | 463.719 |
|                                                         |                                                                                              | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 20 stk. (båster); Nycomed Danmark AS; 414979 | 2.797    | 9.838    | 7.507    | 7.466    | 6.380    | 7.566    | 6.468    | 6.591    | 7.020    | 7.580    | 6.692    | 6.289    | 82.392  |
|                                                         |                                                                                              | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 60 stk.; Nycomed Danmark AS; 510578          | 9.402    | 9.400    | 10.131   | 9.217    | 8.192    | 8.304    | 8.415    | 8.035    | 8.194    | 8.915    | 6.368    | 9.400    | 103.313 |
|                                                         | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 100 stk.; Nycomed Danmark AS | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 100 stk.; Nycomed Danmark AS; 510586         | 28.390   | 26.419   | 31.509   | 28.964   | 25.786   | 25.729   | 25.737   | 24.492   | 24.869   | 25.770   | 23.222   | 25.224   | 317.135 |
|                                                         |                                                                                              | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; 250 stk.; Nycomed Danmark AS; 537351         | 8.741    | 8.222    | 9.377    | 8.461    | 7.649    | 8.085    | 8.312    | 7.990    | 8.347    | 7.628    | 7.611    | 7.963    | 98.348  |
|                                                         |                                                                                              | Kodimagnyl lks-stoppende DAK; Filmovertrukne tabl.; 500+9,8 mg; Nycomed Danmark AS                           | 40.942   | 39.749   | 43.792   | 46.835   | 44.283   | 41.847   | 41.719   | 41.554   | 41.371   | 41.313   | 39.093   | 41.554   | 459.161 |
|                                                         | Koffein-fenazon "DAK"; Tabletter; 50 + 500 mg; Nycomed Danmark AS                            | Koffein-fenazon "DAK"; Tabletter; 50 + 500 mg; 100 stk.; Nycomed Danmark AS; 510677                          | 41       | 3.145    | 1.444    | 1.401    | 1.483    | 1.760    | 1.853    | 1.881    | 1.854    | 2.027    | 1.938    | 1.913    | 20.438  |
|                                                         |                                                                                              | Koffein-fenazon "DAK"; Tabletter; 50 + 500 mg; Nycomed Danmark AS                                            | 41       | 3.145    | 1.444    | 1.401    | 1.483    | 1.760    | 1.853    | 1.881    | 1.854    | 2.027    | 1.938    | 1.913    | 20.438  |
|                                                         | Koffisal "DAK"; Tabletter; 250 + 50 + 250 mg; Nycomed Danmark AS                             | Koffisal "DAK"; Tabletter; 250 + 50 + 250 mg; 100 stk.; Nycomed Danmark AS; 510842                           | 1.909    | 5.051    | 1.542    | 1.320    | 1.177    | 1.298    | 1.328    | 1.321    | 1.224    | 1.178    | 1.239    | 1.152    | 16.139  |
|                                                         |                                                                                              | Koffisal "DAK"; Tabletter; 250 + 50 + 250 mg; 250 stk.; Nycomed Danmark AS; 111890                           | 28       | 1.134    | 603      | 680      | 696      | 810      | 742      | 877      | 749      | 822      | 608      | 768      | 6.626   |
|                                                         |                                                                                              | Koffisal "DAK"; Tabletter; 250 + 50 + 250 mg; Nycomed Danmark AS                                             | 1.937    | 6.185    | 2.145    | 2.009    | 1.613    | 2.318    | 2.170    | 2.186    | 1.973    | 2.009    | 2.047    | 1.920    | 28.669  |
|                                                         | Pamol; Brusetabletter; 500 mg; Nycomed Danmark AS                                            | Pamol; Brusetabletter; 500 mg; 24 stk.; Nycomed Danmark AS; 591461                                           | 2.629    | 2.337    | 2.589    | 2.847    | 2.332    | 2.238    | 2.448    | 2.327    | 2.176    | 2.045    | 2.180    | 2.399    | 26.592  |
|                                                         |                                                                                              | Pamol; Brusetabletter; 500 mg; Nycomed Danmark AS                                                            | 2.629    | 2.337    | 2.589    | 2.847    | 2.332    | 2.238    | 2.448    | 2.327    | 2.176    | 2.045    | 2.180    | 2.399    | 26.592  |

Bilag 2  
Rudite Schou A/S

|                                                                         |                                                                                                                 |         |         |         |         |         |         |         |         |         |         |         |         |           |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| Panolol, Oral oplesning; 24 mg/ml; Nycomed Danmark A/S                  | Panolol, Brusetabletter; 125 mg; Nycomed Danmark A/S                                                            | 2.829   | 2.832   | 2.830   | 2.847   | 2.833   | 2.884   | 2.848   | 2.827   | 2.778   | 2.843   | 2.782   | 2.809   | 2.842     |
|                                                                         | Panolol, Oral oplesning; 24 mg/ml; 100 ml; Nycomed Danmark A/S; 036202                                          | 807     | 660     | 972     | 229     | 0       | 1.036   | 862     | 391     | 442     | 391     | 311     | 365     | 6.446     |
| Panolol, Suppositorier; 125 mg; Nycomed Danmark A/S                     | Panolol, Oral oplesning; 24 mg/ml; Nycomed Danmark A/S; 417560                                                  | 807     | 660     | 972     | 229     | 0       | 1.036   | 862     | 391     | 442     | 391     | 311     | 365     | 6.446     |
|                                                                         | Panolol, Suppositorier; 125 mg; 10 stk.; Nycomed Danmark A/S; 417560                                            | 179     | 264     | 423     | 333     | 274     | 287     | 277     | 117     | 153     | 119     | 124     | 94      | 2.614     |
| Panolol, Suppositorier; 500 mg; Nycomed Danmark A/S                     | Panolol, Suppositorier; 125 mg; Nycomed Danmark A/S; 417564                                                     | 179     | 264     | 423     | 333     | 274     | 287     | 277     | 117     | 153     | 119     | 124     | 94      | 2.614     |
|                                                                         | Panolol, Suppositorier; 500 mg; 10 stk.; Nycomed Danmark A/S; 417564                                            | 513     | 444     | 553     | 565     | 498     | 481     | 470     | 407     | 533     | 429     | 331     | 434     | 5.808     |
| Panolol, Tabletter; 125 mg; Nycomed Danmark A/S                         | Panolol, Suppositorier; 500 mg; Nycomed Danmark A/S; 417584                                                     | 311     | 444     | 553     | 565     | 498     | 481     | 470     | 407     | 533     | 429     | 331     | 434     | 5.808     |
|                                                                         | Panolol, Tabletter; 125 mg; 20 stk. (Bilster); Nycomed Danmark A/S; 417580                                      | 328     | 302     | 380     | 428     | 352     | 242     | 332     | 232     | 312     | 282     | 172     | 253     | 3.878     |
| Panolol, Filmovertrukne tabl.; 500 mg; Nycomed Danmark A/S              | Panolol, Tabletter; 125 mg; Nycomed Danmark A/S; 417580                                                         | 328     | 302     | 380     | 428     | 352     | 242     | 332     | 232     | 312     | 282     | 172     | 253     | 3.878     |
|                                                                         | Panolol, Filmovertrukne tabl.; 500 mg; 10 stk. (Bilster); Nycomed Danmark A/S; 054569                           | 16.607  | 16.980  | 28.261  | 16.401  | 24.388  | 13.889  | 16.434  | 23.147  | 21.834  | 20.791  | 20.816  | 17.869  | 238.697   |
| Panolol, Filmovertrukne tabl.; 500 mg; Nycomed Danmark A/S; 416113      | Panolol, Filmovertrukne tabl.; 500 mg; 20 stk. (Bilster); Nycomed Danmark A/S; 416117                           | 5.016   | 5.064   | 5.630   | 5.904   | 5.226   | 5.193   | 4.464   | 4.508   | 5.059   | 5.513   | 4.553   | 44.776  | 100.075   |
|                                                                         | Panolol, Filmovertrukne tabl.; 500 mg; 60 stk. (Bilster); Nycomed Danmark A/S; 193938                           | 7.837   | 7.076   | 9.617   | 8.442   | 7.210   | 7.858   | 7.120   | 7.426   | 7.742   | 8.857   | 7.870   | 8.105   | 34.942    |
| Panolol, Filmovertrukne tabl.; 500 mg; Nycomed Danmark A/S; 416141      | Panolol, Filmovertrukne tabl.; 500 mg; 100 stk. (Bilster); Nycomed Danmark A/S; 193938                          | 1.620   | 1.314   | 1.513   | 1.734   | 1.285   | 1.307   | 1.423   | 1.399   | 1.673   | 1.340   | 1.490   | 1.192   | 11.280    |
|                                                                         | Panolol, Filmovertrukne tabl.; 500 mg; 100 stk.; Nycomed Danmark A/S; 416141                                    | 40.101  | 37.454  | 48.231  | 41.423  | 36.209  | 38.026  | 38.244  | 36.160  | 38.030  | 38.787  | 34.509  | 38.530  | 146.194   |
| Panolol, Filmovertrukne tabl.; 500 mg; Nycomed Danmark A/S; 417718      | Panolol, Filmovertrukne tabl.; 500 mg; 300 stk.; Nycomed Danmark A/S; 417718                                    | 46.397  | 43.625  | 49.899  | 44.560  | 42.810  | 45.473  | 44.736  | 44.433  | 47.612  | 44.884  | 43.143  | 44.821  | 342.315   |
|                                                                         | Panolol, Filmovertrukne tabl.; 500 mg; Nycomed Danmark A/S                                                      | 157.688 | 152.518 | 143.218 | 113.584 | 117.113 | 112.248 | 114.482 | 117.876 | 121.836 | 126.156 | 123.878 | 122.623 | 1.441.447 |
| Panolol Flash; Dispersible tabl.; 250 mg; Nycomed Danmark A/S           | Panolol Flash; Dispersible tabl.; 250 mg; 12 stk. (Bilster); Nycomed Danmark A/S; 011523                        | 2.244   | 2.358   | 3.842   | 4.703   | 3.902   | 2.602   | 1.548   | 1.199   | 3.278   | 2.473   | 1.944   | 2.283   | 25.796    |
|                                                                         | Panolol Flash; Dispersible tabl.; 250 mg; Nycomed Danmark A/S                                                   | 2.244   | 2.358   | 3.842   | 4.703   | 3.902   | 2.602   | 1.548   | 1.199   | 3.278   | 2.473   | 1.944   | 2.283   | 25.796    |
| Panolol Flash; Smeltetabletter; 500 mg; Nycomed Danmark A/S             | Panolol Flash; Smeltetabletter; 500 mg; 12 stk.; Nycomed Danmark A/S; 011523                                    | 672     | 662     | 922     | 942     | 742     | 660     | 730     | 638     | 661     | 717     | 653     | 784     | 6.336     |
|                                                                         | Panolol Flash; Smeltetabletter; 500 mg; Nycomed Danmark A/S                                                     | 672     | 662     | 922     | 942     | 742     | 660     | 730     | 638     | 661     | 717     | 653     | 784     | 6.336     |
| Panam Retard; Depottabletter; 500 mg; Sandoz A/S                        | Panam Retard; Depottabletter; 500 mg; 100 stk.; Sandoz A/S; 009707                                              | 2.521   | 2.175   | 2.258   | 1.949   | 1.925   | 2.886   | 4.410   | 101     | -61     | 0       | 0       | 0       | 18.063    |
|                                                                         | Panam Retard; Depottabletter; 500 mg; 200 stk.; Sandoz A/S; 010008                                              | 4.755   | 2.068   | 2.776   | 2.478   | 2.785   | 1.481   | -33     | -22     | -1      | 0       | 0       | 0       | 16.277    |
| Panam Retard; Depottabletter; 500 mg; Sandoz A/S                        | Panam Retard; Depottabletter; 500 mg; 300 stk.; Sandoz A/S; 010016                                              | 1.502   | -113    | -20     | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 1.348     |
|                                                                         | Panam Retard; Depottabletter; 500 mg; Sandoz A/S                                                                | 6.718   | 4.130   | 5.016   | 4.427   | 3.719   | 4.283   | 2.377   | 79      | 46      | 8       | 0       | 0       | 30.789    |
| Panodil Brus; Brusetabletter; 500 mg; GSK Consumer Healthcare           | Panodil Brus; Brusetabletter; 500 mg; 10 stk.; GSK Consumer Healthcare; 005814                                  | 3.911   | 4.969   | 8.523   | 5.970   | 6.006   | 3.341   | 6.129   | 2.377   | 3.447   | 4.136   | 4.363   | 4.007   | 47.183    |
|                                                                         | Panodil Brus; Brusetabletter; 500 mg; 24 stk.; GSK Consumer Healthcare; 010061                                  | 4.546   | 3.336   | 4.507   | 4.325   | 3.949   | 4.223   | 3.994   | 3.469   | 3.614   | 4.270   | 3.903   | 3.849   | 16.384    |
| Panodil Brus; Brusetabletter; 500 mg; GSK Consumer Healthcare           | Panodil Brus; Brusetabletter; 500 mg; 60 stk.; GSK Consumer Healthcare; 010061                                  | 6.964   | 6.021   | 7.239   | 6.876   | 5.412   | 6.258   | 5.615   | 6.532   | 5.704   | 6.616   | 6.976   | 6.727   | 70.118    |
|                                                                         | Panodil Brus; Brusetabletter; 500 mg; GSK Consumer Healthcare                                                   | 14.411  | 14.325  | 29.388  | 11.375  | 15.367  | 12.643  | 16.136  | 11.313  | 12.755  | 16.221  | 13.241  | 14.333  | 180.588   |
| Panodil Hot; Pulver til oral oplesning; 500 mg; GSK Consumer Healthcare | Panodil Hot; Pulver til oral oplesning; 500 mg; 10 stk.; GSK Consumer Healthcare; 005881                        | 6.180   | 7.032   | 13.679  | 16.127  | 14.724  | 6.320   | 3.677   | 3.218   | 2.899   | 3.140   | 3.011   | 5.661   | 60.285    |
|                                                                         | Panodil Hot; Pulver til oral oplesning; 500 mg; GSK Consumer Healthcare                                         | 6.180   | 7.032   | 13.679  | 16.127  | 14.724  | 6.320   | 3.677   | 3.218   | 2.899   | 3.140   | 3.011   | 5.661   | 60.285    |
| Panodil Junior; Oral suspension; 24 mg/ml; GSK Consumer Healthcare      | Panodil Junior; Oral suspension; 24 mg/ml; 60 ml; GSK Consumer Healthcare; 550134                               | 12.633  | 11.148  | 23.430  | 21.601  | 15.862  | 16.069  | 9.543   | 9.565   | 9.057   | 10.398  | 10.207  | 10.148  | 145.715   |
|                                                                         | Panodil Junior; Oral suspension; 24 mg/ml; 200 ml; GSK Consumer Healthcare; 550673                              | 6.730   | 6.816   | 13.255  | 14.602  | 10.600  | 8.913   | 6.322   | 5.830   | 6.143   | 4.256   | 4.226   | 6.412   | 32.214    |
| Panodil Junior; Suppositorier; 125 mg; GSK Consumer Healthcare          | Panodil Junior; Oral suspension; 24 mg/ml; Oral suspension; 24 mg/ml; 24 mg/ml; GSK Consumer Healthcare; 550731 | 12.107  | 12.616  | 19.550  | 25.946  | 17.141  | 14.737  | 13.034  | 11.329  | 10.710  | 11.419  | 9.657   | 13.506  | 171.792   |
|                                                                         | Panodil Junior; Suppositorier; 125 mg; 10 stk.; GSK Consumer Healthcare                                         | 12.107  | 12.616  | 19.550  | 25.946  | 17.141  | 14.737  | 13.034  | 11.329  | 10.710  | 11.419  | 9.657   | 13.506  | 171.792   |
| Panodil Junior; Suppositorier; 250 mg; GSK Consumer Healthcare          | Panodil Junior; Suppositorier; 250 mg; 10 stk.; GSK Consumer Healthcare                                         | 3.258   | 3.940   | 6.063   | 6.000   | 5.954   | 4.385   | 3.837   | 2.701   | 3.841   | 3.153   | 2.703   | 3.570   | 81.368    |
|                                                                         | Panodil Junior; Suppositorier; 250 mg; GSK Consumer Healthcare                                                  | 3.258   | 3.940   | 6.063   | 6.000   | 5.954   | 4.385   | 3.837   | 2.701   | 3.841   | 3.153   | 2.703   | 3.570   | 81.368    |



|                                                                                       |                                                                                               |         |         |         |         |         |         |         |         |         |         |         |         |           |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| Panodil Retard; Depottabletter; 500 mg; GSK Consumer Healthcare                       | Panodil Junior; Suppositorier; 250 mg; GSK Consumer Healthcare                                | 3.358   | 3.360   | 4.015   | 3.670   | 4.264   | 3.381   | 3.837   | 2.701   | 3.841   | 5.125   | 2.705   | 3.375   | 61.385    |
|                                                                                       | Panodil Retard; Depottabletter; 650 mg; 100 stk.; GSK Consumer Healthcare; 034725             | 193     | 169     | 241     | 494     | 463     | 853     | 839     | 3.144   | 2.541   | 2.476   | 2.349   | 3.514   | 16.085    |
|                                                                                       | Panodil Retard; Depottabletter; 500 mg; 200 stk.; GSK Consumer Healthcare; 044118             | 1.511   | 1.502   | 1.527   | 1.275   | 1.357   | 2.931   | 7.652   | 9.906   | 8.168   | 7.538   | 4.661   | -49     | 28.549    |
|                                                                                       | Panodil Retard; Depottabletter; 650 mg; 300 stk.; GSK Consumer Healthcare; 034589             | 782     | 1.806   | 2.206   | 2.042   | 1.147   | 41      | -31     | 1.351   | 1.898   | 1.850   | 2.533   | 6.614   | 27.238    |
| Panodil; Suppositorier; 500 mg; GSK Consumer Healthcare                               | Panodil Retard; Depottabletter; 500 mg; 100 stk.; GSK Consumer Healthcare; 009522             | 2.468   | 3.468   | 4.814   | 3.811   | 3.681   | 3.275   | 3.148   | 14.421  | 12.717  | 11.884  | 12.213  | 13.125  | 49.473    |
|                                                                                       | Panodil; Suppositorier; 500 mg; 16 stk.; GSK Consumer Healthcare; 009522                      | 502     | 609     | 627     | 730     | 772     | 724     | 783     | 511     | 807     | 663     | 651     | 887     | 6.050     |
|                                                                                       | Panodil; Suppositorier; 500 mg; 60 stk.; GSK Consumer Healthcare; 009522                      | 302     | 429     | 437     | 723     | 719     | 724     | 793     | 511     | 817     | 863     | 621     | 743     | 3.346     |
| Panodil; Suppositorier; 1000 mg; GSK Consumer Healthcare                              | Panodil; Suppositorier; 1000 mg; 16 stk.; GSK Consumer Healthcare; 005914                     | 1.220   | 1.102   | 1.313   | 1.300   | 1.001   | 972     | 850     | 797     | 1.115   | 435     | 0       | -641    | 3.214     |
|                                                                                       | Panodil; Suppositorier; 1000 mg; 60 stk.; GSK Consumer Healthcare                             | 1.378   | 1.103   | 1.413   | 1.354   | 1.091   | 972     | 856     | 797     | 1.115   | 435     | 0       | -641    | 3.214     |
| Panodil; Filmovertrukne tabl.; 500 mg; GSK Consumer Healthcare                        | Panodil; Filmovertrukne tabl.; 500 mg; 10 stk. (båster); GSK Consumer Healthcare; 005813      | 70.124  | 70.519  | 103.276 | 76.136  | 59.303  | 78.507  | 76.138  | 59.883  | 59.524  | 85.251  | 69.976  | 65.587  | 874.832   |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 20 stk. (båster); GSK Consumer Healthcare; 409193      | 12.239  | 10.492  | 13.524  | 13.656  | 11.658  | 11.573  | 11.064  | 11.494  | 11.876  | 13.584  | 11.301  | 11.528  | 143.348   |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 48 stk. (båster); GSK Consumer Healthcare; 554832      | 8.256   | 7.153   | 9.135   | 9.288   | 7.775   | 7.707   | 7.567   | 7.503   | 7.445   | 8.202   | 7.438   | 7.552   | 51.181    |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 96 stk. (båster); GSK Consumer Healthcare; 554840      | 3.920   | 3.385   | 4.026   | 3.890   | 3.387   | 3.539   | 3.071   | 3.548   | 3.532   | 3.540   | 3.544   | 3.384   | 43.205    |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 100 stk. (dåse); GSK Consumer Healthcare; 043744       | 51.638  | 47.681  | 61.901  | 58.505  | 50.123  | 49.139  | 50.116  | 50.094  | 48.769  | 50.749  | 48.873  | 49.406  | 116.964   |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 300 stk. (dåse); GSK Consumer Healthcare; 083865       | 29.468  | 25.184  | 31.551  | 29.269  | 27.712  | 28.297  | 27.222  | 27.704  | 30.218  | 27.173  | 28.128  | 27.632  | 338.246   |
|                                                                                       | Panodil; Filmovertrukne tabl.; 500 mg; 300 stk. (dåse); GSK Consumer Healthcare; 083865       | 176.645 | 164.812 | 222.412 | 158.544 | 105.523 | 178.792 | 175.718 | 163.238 | 161.383 | 185.459 | 163.522 | 165.688 | 2.156.113 |
|                                                                                       | Panodil; Filmovertrukne tabl.; 1000 mg; 100 stk.; GSK Consumer Healthcare; 111855             | 1.787   | 1.688   | 1.797   | 1.509   | 1.453   | 1.913   | 1.428   | 1.618   | 1.685   | 1.650   | 1.484   | 1.682   | 19.498    |
|                                                                                       | Panodil; Filmovertrukne tabl.; 1000 mg; 60 stk.; GSK Consumer Healthcare                      | 1.787   | 1.688   | 1.797   | 1.509   | 1.453   | 1.913   | 1.428   | 1.618   | 1.685   | 1.650   | 1.484   | 1.682   | 19.498    |
|                                                                                       | Panodil; Tabl. m. modif. udlees.; 665 mg; 100 stk. (dåse); GSK Consumer Healthcare; 004353    | 10.283  | 9.607   | 11.498  | 10.207  | 8.925   | 11.749  | 10.789  | 11.591  | 11.857  | 11.311  | 11.527  | 14.323  | 14.347    |
|                                                                                       | Panodil; Tabl. m. modif. udlees.; 665 mg; 60 stk.; GSK Consumer Healthcare                    | 10.283  | 9.607   | 11.498  | 10.207  | 8.925   | 11.749  | 10.789  | 11.591  | 11.857  | 11.311  | 11.527  | 14.323  | 14.347    |
|                                                                                       | Panodil Zapp; Filmovertrukne tabl.; 500 mg; 10 stk. (båster); GSK Consumer Healthcare; 005775 | 37.474  | 34.145  | 47.018  | 34.051  | 28.645  | 35.852  | 41.158  | 32.958  | 34.096  | 29.072  | 37.270  | 35.925  | 412.781   |
|                                                                                       | Panodil Zapp; Filmovertrukne tabl.; 500 mg; 20 stk. (båster); GSK Consumer Healthcare; 003051 | 6.793   | 4.628   | 5.025   | 5.363   | 4.563   | 5.116   | 3.989   | 5.819   | 4.639   | 5.540   | 4.525   | 4.826   | 58.723    |
|                                                                                       | Panodil Zapp; Filmovertrukne tabl.; 500 mg; 60 stk. (båster); GSK Consumer Healthcare; 006121 | 5.298   | 3.934   | 4.597   | 4.653   | 3.919   | 4.265   | 4.157   | 7.897   | 4.184   | 4.336   | 4.077   | 3.916   | 49.328    |
| Panodil Zapp; Filmovertrukne tabl.; 500 mg; 100 stk.; GSK Consumer Healthcare; 032752 | Panodil Zapp; Filmovertrukne tabl.; 500 mg; 100 stk.; GSK Consumer Healthcare                 | 20.427  | 14.614  | 18.004  | 19.049  | 16.208  | 16.899  | 10.852  | 17.967  | 17.156  | 16.933  | 16.351  | 16.786  | 291.244   |
|                                                                                       | Panodil Zapp; Filmovertrukne tabl.; 500 mg; 100 stk.; GSK Consumer Healthcare                 | 61.989  | 57.819  | 74.839  | 83.325  | 53.334  | 65.131  | 48.954  | 83.739  | 68.875  | 86.981  | 82.223  | 81.142  | 143.386   |
|                                                                                       | Paratabl Retard; Depottabletter; 500 mg; Actavis Nordic; 018510                               | -5      | 3.009   | 2.446   | 2.814   | 2.379   | 4.037   | -623    | -1      | 0       | 0       | 0       | 0       | 14.198    |
|                                                                                       | Paratabl Retard; Depottabletter; 500 mg; Actavis Nordic                                       | 5       | 3.009   | 2.446   | 2.814   | 2.379   | 4.037   | -623    | -1      | 0       | 0       | 0       | 0       | 14.198    |
| Paratabl; Tabletter; 500 mg; Actavis Nordic                                           | Paratabl; Tabletter; 500 mg; 300 stk.; Actavis Nordic; 012518                                 | 27      | 20      | 14      | 4       | 16      | 29      | 74      | -37     | 13      | 6       | 2       | 20      | 188       |
|                                                                                       | Paratabl; Tabletter; 500 mg; Actavis Nordic                                                   | 27      | 20      | 14      | 4       | 16      | 29      | 74      | -37     | 13      | 6       | 2       | 20      | 188       |
| Perfalgan; Inj.væske, opløsning; 10 mg/ml; Bristol Myers Squibb                       | Perfalgan; Inj.væske, opløsning; 10 mg/ml; 12 x 50 ml; Bristol Myers Squibb; 018740           | 0       | 1       | 3       | 6       | 0       | 2       | 2       | 6       | 2       | 3       | 1       | 1       | 21        |
|                                                                                       | Perfalgan; Inj.væske, opløsning; 10 mg/ml; 12 x 100 ml; Bristol Myers Squibb; 007540          | 462     | 445     | 675     | 451     | 459     | 478     | 468     | 583     | 444     | 618     | 480     | 608     | 6.628     |
|                                                                                       | Perfalgan; Inj.væske, opløsning; 10 mg/ml; Bristol Myers Squibb                               | 442     | 448     | 673     | 457     | 459     | 442     | 443     | 582     | 446     | 616     | 481     | 610     | 6.355     |
|                                                                                       | Perfalgan; Inj.væske, opløsning; 10 mg/ml; Bristol Myers Squibb                               | 442     | 448     | 673     | 457     | 459     | 442     | 443     | 582     | 446     | 616     | 481     | 610     | 6.355     |
| Pinax Junior; Oral opløsning; 24 mg/ml; Actavis Nordic                                | Pinax Junior; Oral opløsning; 24 mg/ml; 60 ml; Actavis Nordic; 030587                         | 1.213   | 1.447   | 1.736   | 2.274   | 2.556   | 1.846   | 1.577   | 1.423   | 894     | 876     | 785     | 1.817   | 18.229    |
|                                                                                       | Pinax Junior; Oral opløsning; 24 mg/ml; 200 ml; Actavis Nordic; 018759                        | 874     | 1.115   | 985     | 1.463   | 1.267   | 1.063   | 756     | 535     | 415     | 571     | 447     | 701     | 6.982     |

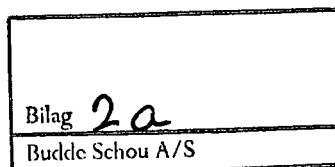
|                                                                        |                                                                               |         |         |         |         |         |         |         |         |         |         |         |         |           |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| Pinex Junior; Suppositorier; 125 mg; Actavis Nordic                    | Pinex Junior; Oral opløselig; 84 mg/ml; Actavis Nordic                        | 1.881   | 2.349   | 2.724   | 3.739   | 1.463   | 1.960   | 2.531   | 1.404   | 1.284   | 1.446   | 4.224   | 2.378   | 29.173    |
|                                                                        | Pinex Junior; Suppositorier; 125 mg; 10 stk. (dåse); Actavis Nordic; 437550   | 691     | 630     | 1.288   | 1.437   | 1.464   | 780     | 1.144   | 768     | 836     | 537     | 882     | 747     | 11.425    |
|                                                                        | Pinex Junior; Suppositorier; 250 mg; 10 stk. (dåse); Actavis Nordic; 437550   | 58      | 636     | 1.260   | 1.437   | 1.413   | 280     | 1.144   | 768     | 836     | 547     | 882     | 748     | 11.405    |
| Pinex Junior; Suppositorier; 250 mg; Actavis Nordic                    | Pinex Junior; Suppositorier; 250 mg; 10 stk. (dåse); Actavis Nordic; 478527   | 829     | 916     | 961     | 1.033   | 1.336   | 1.048   | 536     | 919     | 843     | 669     | 571     | 809     | 10.247    |
|                                                                        | Pinex Junior; Suppositorier; 250 mg; Actavis Nordic                           | 529     | 314     | 851     | 1.313   | 1.313   | 1.040   | 345     | 919     | 843     | 669     | 571     | 809     | 10.247    |
| Pinex; Brusetabletter; 500 mg; Actavis Nordic                          | Pinex; Brusetabletter; 500 mg; 20 stk. (dåse); Actavis Nordic; 508572         | 2.062   | 1.802   | 2.970   | 2.230   | 1.867   | 1.406   | 1.229   | 1.063   | 1.340   | 1.362   | 1.786   | 1.706   | 18.566    |
|                                                                        | Pinex; Brusetabletter; 500 mg; 80 stk. (dåse); Actavis Nordic; 508719         | 0       | 0       | 0       | 0       | 1.038   | 1.621   | 1.459   | 1.600   | 941     | 43      | 43      | 0       | 6.373     |
|                                                                        | Pinex; Brusetabletter; 500 mg; Actavis Nordic                                 | 2.062   | 1.802   | 2.970   | 2.230   | 1.867   | 1.406   | 1.229   | 1.063   | 1.340   | 1.362   | 1.786   | 1.706   | 18.566    |
| Pinex; Suppositorier; 500 mg; Actavis Nordic                           | Pinex; Suppositorier; 500 mg; 10 stk. (dåse); Actavis Nordic; 488114          | 319     | 223     | 482     | 411     | 368     | 492     | 324     | 398     | 434     | 385     | 335     | 501     | 4.446     |
|                                                                        | Pinex; Suppositorier; 500 mg; Actavis Nordic                                  | 219     | 223     | 482     | 411     | 368     | 492     | 324     | 398     | 434     | 385     | 335     | 501     | 4.446     |
| Pinex; Suppositorier; 1000 mg; Actavis Nordic                          | Pinex; Suppositorier; 1000 mg; 10 stk. (dåse); Actavis Nordic; 488213         | 2.895   | 3.174   | 3.289   | 3.929   | 4.044   | 4.488   | 3.990   | 4.217   | 3.764   | 5.116   | 4.410   | 6.926   | 19.335    |
|                                                                        | Pinex; Suppositorier; 1000 mg; Actavis Nordic                                 | 2.895   | 3.174   | 3.289   | 3.929   | 4.044   | 4.488   | 3.990   | 4.217   | 3.764   | 5.116   | 4.410   | 6.926   | 19.335    |
| Pinex; Filmovertrukne tabl.; 500 mg; Actavis Nordic                    | Pinex; Filmovertrukne tabl.; 500 mg; 20 stk.; Actavis Nordic; 556295          | 5.663   | 5.832   | 5.501   | 5.465   | 5.532   | 6.832   | 5.150   | 5.840   | 6.000   | 7.383   | 5.710   | 6.703   | 71.319    |
|                                                                        | Pinex; Filmovertrukne tabl.; 500 mg; 50 stk.; Actavis Nordic; 556223          | 11.614  | 9.659   | 12.453  | 13.306  | 18.987  | 12.653  | 11.043  | 11.631  | 10.859  | 13.432  | 12.593  | 14.129  | 152.383   |
|                                                                        | Pinex; Filmovertrukne tabl.; 500 mg; 100 stk.; Actavis Nordic; 556232         | 54.096  | 44.712  | 61.744  | 58.036  | 56.610  | 46.016  | 50.325  | 46.702  | 50.512  | 49.996  | 44.856  | 46.567  | 716.234   |
|                                                                        | Pinex; Filmovertrukne tabl.; 500 mg; 200 stk.; Actavis Nordic; 556241         | 3.572   | 2.996   | 3.545   | 3.411   | 2.981   | 3.383   | 3.308   | 3.229   | 3.383   | 3.411   | 3.203   | 3.356   | 36.778    |
|                                                                        | Pinex; Filmovertrukne tabl.; 500 mg; 300 stk.; Actavis Nordic; 556250         | 50.566  | 47.737  | 56.369  | 59.668  | 52.216  | 51.719  | 54.209  | 54.539  | 55.546  | 52.064  | 50.392  | 53.807  | 515.591   |
|                                                                        | Pinex; Filmovertrukne tabl.; 500 mg; Actavis Nordic                           | 125.421 | 114.738 | 133.802 | 133.351 | 138.339 | 127.533 | 124.839 | 121.943 | 127.331 | 126.294 | 118.734 | 124.182 | 1.296.364 |
|                                                                        | Træo Citrus; Brusetabletter; 500+50 mg; 10 stk.; McNeil Denmark; 910819       | 4.806   | 4.563   | 5.132   | 4.975   | 4.942   | 5.170   | 4.385   | 4.767   | 4.047   | 4.815   | 4.789   | 4.722   | 28.722    |
|                                                                        | Træo Citrus; Brusetabletter; 500+50 mg; 60 stk. (x20); McNeil Denmark; 911516 | 14.018  | 13.305  | 14.915  | 15.682  | 12.628  | 13.951  | 13.472  | 14.122  | 14.468  | 15.445  | 12.782  | 14.524  | 189.215   |
|                                                                        | Træo Citrus; Brusetabletter; 500+50 mg; McNeil Denmark                        | 28.833  | 27.868  | 32.047  | 32.657  | 16.573  | 17.130  | 17.841  | 15.894  | 15.915  | 29.249  | 11.371  | 13.248  | 223.213   |
|                                                                        | Træo; Brusetabletter; 500+50 mg; 20 stk.; McNeil Denmark; 504191              | 9.731   | 8.862   | 10.124  | 8.902   | 8.633   | 9.551   | 9.032   | 8.327   | 8.520   | 9.245   | 8.827   | 8.450   | 136.516   |
| Træo; Brusetabletter; 500+50 mg; 60 stk. (x20); McNeil Denmark; 123777 | Træo; Brusetabletter; 500+50 mg; 60 stk. (x20); McNeil Denmark; 123777        | 31.800  | 28.303  | 34.206  | 31.324  | 29.566  | 30.891  | 31.169  | 29.970  | 32.806  | 33.194  | 29.621  | 29.319  | 372.586   |
|                                                                        | Træo; Brusetabletter; 500+50 mg; McNeil Denmark                               | 41.371  | 38.265  | 44.410  | 49.225  | 38.199  | 38.945  | 40.221  | 38.230  | 41.136  | 48.438  | 38.148  | 38.777  | 485.182   |
| 302832 Other analgesics and antipyretics                               |                                                                               | 758.835 | 114.419 | 304.404 | 342.825 | 752.792 | 724.544 | 735.743 | 714.632 | 734.899 | 761.239 | 888.882 | 778.421 | 9.136.149 |
| North Other analgesics and antipyretics                                |                                                                               | 777.261 | 725.219 | 323.260 | 354.763 | 194.852 | 195.031 | 730.581 | 730.376 | 733.096 | 760.019 | 210.658 | 199.611 | 8.908.185 |

0.30%

| Customer Name1                 | Item Level1 | Alt. Item Id | Item Id  | Description                    | Package  | Invoice Date | SalesPrice DKK | GIP Std | Qty |
|--------------------------------|-------------|--------------|----------|--------------------------------|----------|--------------|----------------|---------|-----|
| Tjellesen Max Jenne AS (Vejle) | Aspirin     | 2788555      | 007976   | Aspirin Tabl, 0,5g, 10 tabl,DK | 1x10tabl | 01-09-2009   | 5,81           | 5,81    | 10  |
| Matas A/S                      | Aspirin     | 2788555      | 007976   | Aspirin Tabl, 0,5g, 10 tabl,DK | 1x10tabl | 18-09-2009   | 5,81           | 5,81    | 300 |
| Nomeco A/S (Århus Afdeling)    | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 14-09-2009   | 26,06          | 26,06   | 300 |
| Tjellesen Max Jenne A/S (Øst)  | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 15-09-2009   | 26,06          | 26,06   | 140 |
| Tjellesen Max Jenne A/S (Øst)  | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 08-09-2009   | 26,06          | 26,06   | 100 |
| Tjellesen Max Jenne AS (Vejle) | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 09-09-2009   | 26,06          | 26,06   | 150 |
| Tjellesen Max Jenne AS (Åbe.)  | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 02-09-2009   | 26,06          | 26,06   | 150 |
| Nomeco A/S (København)         | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 24-09-2009   | 26,06          | 26,06   | 300 |
| Nomeco A/S (København)         | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 01-09-2009   | 26,06          | 26,06   | 300 |
| Nomeco A/S (Ålborg Afdeling)   | Aspirin     | 00913638     | 196766-D | Aspirin Tabl 0,5G ELC 50st     | 50 tabl  | 25-09-2009   | 26,06          | 26,06   | 150 |
| Tjellesen Max Jenne AS (Åbe.)  | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 10-09-2009   | 15,64          | 15,64   | 300 |
| Nomeco A/S (København)         | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 17-09-2009   | 15,64          | 15,64   | 300 |
| Nomeco A/S (Århus Afdeling)    | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 17-09-2009   | 15,64          | 15,64   | 300 |
| Tjellesen Max Jenne A/S (Øst)  | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 30-09-2009   | 15,64          | 15,64   | 140 |
| Nomeco A/S (Ålborg Afdeling)   | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 16-09-2009   | 15,64          | 15,64   | 60  |
| Tjellesen Max Jenne A/S (Øst)  | Aspirin     | 0913611      | 196774-D | Aspirin Tabl 0,5G              | 20 tabl  | 03-09-2009   | 15,64          | 15,64   | 220 |

| Turnover DKK |
|--------------|
| 58,10        |
| 1.743,00     |
| 7.818,00     |
| 3.648,40     |
| 2.606,00     |
| 3.909,00     |
| 3.909,00     |
| 7.818,00     |
| 7.818,00     |
| 3.909,00     |
| 4.692,00     |
| 4.692,00     |
| 4.692,00     |
| 2.189,60     |
| 938,40       |
| 3.440,80     |

# Bayer

**Faktureringsadresse:**

Movianto A/S  
Att: økonomi  
Brandstrupvej 4  
DK-2610 RØDOVRE

Bayer A/S  
Bayer HealthCare  
Postbox 2090  
DK-2800 Kgs. Lyngby

CVR nr.: DK16089818

Skandinaviska Enskilda Banken  
Account no.: 52950010013143  
IBAN: DK2352950010013143  
SWIFT: ESSEDKKK

Dato: 25.09.2009  
Side: 1 / 3

## Faktura Nr. 8712934182

Vor reference  
Maria Winsnes

Telefon:  
+46 8 580 224 13

Fax:  
Fax +46 8 580 224 01

e-mail:  
maria.winsnes@bayerhealthcare.com

Ordre:  
1223013078 fra 22.09.2009

Kundenr.:  
3190612

Deres indkøbsordrenr.:  
700IK0007087

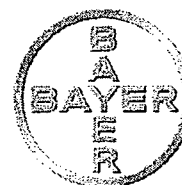
Levering  
1228024089 fra 28.09.2009

**Kundeadresse:**  
Movianto A/S  
Att: økonomi  
Brandstrupvej 4  
DK-2610 RØDOVRE

**Leveringsadresse:**  
Movianto A/S  
Att: Varemodtagelsen  
Meterbuen 24  
DK-2740 SKOVLUNDE

| Artikel | Produkt  | Beskrivelse                             | Mængde    | Enhedspris            | Værdi (DKK) |
|---------|----------|-----------------------------------------|-----------|-----------------------|-------------|
| 000010  | 913638   | ASPIRIN TABL 0,5 G ELC 50 ST            | 2.400 PCE | 26,06 DKK<br>/ 1 PCE  | 62.544,00   |
|         |          | Batch BTA81V0                           |           |                       |             |
| 000020  | 913611   | ASPIRIN TABL 0,5 G ELC 20 ST            | 1.300 PCE | 15,64 DKK<br>/ 1 PCE  | 20.332,00   |
|         |          | Batch BTA80L0                           |           |                       |             |
| 000030  | 3695429  | CANESTEN CREME 1% 20G                   | 7.500 PCE | 26,41 DKK<br>/ 1 PCE  | 198.075,00  |
|         |          | Batch BXPJEV4                           |           |                       |             |
| 000040  | 4487447  | CANESTEN VT6 (100MG) APP DK/NO/SE       | 190 PCE   | 92,44 DKK<br>/ 1 PCE  | 17.563,60   |
|         |          | Batch BXF8S11                           |           |                       |             |
| 000050  | 4487501  | CANESTEN Combi 1 VT500mg+CR1%20g DKN0SE | 6.000 PCE | 79,75 DKK<br>/ 1 PCE  | 478.500,00  |
|         |          | Batch BXF9LP2                           |           |                       |             |
|         |          | Batch BXFA691                           |           |                       |             |
| 000080  | 80116498 | Canesten Vag Cream 1% 50g DK/SE         | 1.050 PCE | 92,44 DKK<br>/ 1 PCE  | 97.062,00   |
|         |          | Batch BXPJE7W                           |           |                       |             |
| 000090  | 10015864 | BIO TABL 5MG/0 PVC BLISTER 20 VN-LA-KH  | 100 PCE   | 36,04 DKK<br>/ 1 PCE  | 3.604,00    |
|         |          | Batch F0106                             |           |                       |             |
| 000100  | 80300671 | Priorin G 90 capsules                   | 2.980 PCE | 176,13 DKK<br>/ 1 PCE | 524.867,40  |
|         |          | Batch DK005                             |           |                       |             |

# Bayer



**Faktura Nr. 8712934182**

Bayer A/S  
Bayer HealthCare

Dato: 25.09.2009  
Side: 2 / 3

| Artikel | Produkt  | Beskrivelse             | Mængde    | Enhedspris           | Værdi (DKK) |
|---------|----------|-------------------------|-----------|----------------------|-------------|
| 000110  | 81795968 | BEROCCA EFF TAB 15'S DK | 4.800 PCE | 30,87 DKK<br>/ 1 PCE | 148.176,00  |
|         |          | Batch L5B064            |           |                      |             |
| 000120  | 81796018 | BEROCCA EFF TAB 30'S DK | 3.800 PCE | 57,38 DKK<br>/ 1 PCE | 218.044,00  |
|         |          | Batch L5B066            |           |                      |             |

|                     |               |                     |
|---------------------|---------------|---------------------|
| <b>Netto</b>        |               | <b>1.768.768,00</b> |
|                     | 25,000 % Moms | 1.768.768,00        |
| <b>Totalt beløb</b> |               | <b>2.210.960,00</b> |

Leveringsbetingelser      CIF Rødovre  
Betalingsbetingelser:      90 dage netto  
**Forfaldsdato 24.12.2009**  
Efter forfaldsdato beregnes renter med 1,5% pr. måned.

Betalingsreference:      87129341829



**Bayer A/S**  
**Bayer HealthCare**

Dato: 25.09.2009  
Side: 3 / 3

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                       |                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Reg nr</b><br><div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> | <b>Kontonr.</b><br><div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> | <div style="border: 2px solid black; padding: 5px; margin: 0 auto; width: 80%;"> <b>INDBETALINGSKORT</b> </div> <p><b>Kan betales i pengeinstitut og posthuse</b></p> | <b>KA 71</b><br>Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut er det udelukkende pengeinstituttets kvitteringstryk der er bevis for hvilket beløb der er indbetalt. |
| <b>Betalings-ID og indbetaler</b><br><b>00008712934182</b><br><br><b>Movianto A/S</b><br><b>Att:økonomi</b><br><b>Brandstrupvej 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Kreditomr og beløbsmodtager</b><br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b>                                            | <b>Kreditomr og beløbsmodtager</b><br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b>                                                                                                                           |
| <b>Underskrift ved overførsel fra konto</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Kvittering</b>                                                                                                                                                     |                                                                                                                                                                                                                                                      |
| Kroner _____ Øre _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Betalingsdato _____ Kroner _____ Øre _____                                                                                                                            |                                                                                                                                                                                                                                                      |

Til maskinel aflæsning - Undgå venligst at skrive i nedenstående felt

Dag \_\_\_\_\_ Måned \_\_\_\_\_ År \_\_\_\_\_  
FIK 751 (xx-99)

+71< 000087129341829+86117991<



# FAKTURA Bayer HealthCare

## KOPI

Fakturaadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kundeadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kunde nr.  
108204

Ordredato  
30/08/06

Lev.dato  
30/08/06

Fakturadato  
30/08/06

Forfaldsdato  
29/09/06

Vores reference  
Mette Christoffersen

Betalingsbetingelser  
30 dage netto

Levering  
Frit leveret



Bayer A/S

Nargaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDKKK  
CVR-nr. DK 16 08 98 18  
Division CC

Ordrenr.  
CO1656117/ 1

Forsendelse

Fakturanr.  
972554

Deres reference  
DK - AUGUST

| PRODUKT            | BETEGNELSE                    | MÆNGDE      | PRIS  | BELØB      |
|--------------------|-------------------------------|-------------|-------|------------|
| 00913611           | ASPIRIN TABLETTER 20 X 500 MG | 950,00 P    | 11,86 | 11.267,00  |
| 00913638           | ASPIRIN TABLETTER 50 X 500 MG | 1.710,00 P  | 22,72 | 38.851,20  |
| 02788555           | ASPIRIN 0,5G X 10 TABS        | 900,00 UN   | 5,81  | 5.229,00   |
| 03695429           | CANESTEN CREME 1% 20G         | 8.960,00 PC | 26,41 | 236.633,60 |
| LOT/BATCH NO: 0000 |                               | 8.960,00    |       |            |
| 03219996           | CANESTEN 1VT 0,5G CR 20G 1%1S | 7.819,00 PC | 79,75 | 623.565,25 |
| LOT/BATCH NO: 0000 |                               | 7.819,00    |       |            |
| 03220099           | CANESTEN VT 0,1G MAP 6ST MS   | 820,00 UN   | 92,44 | 75.800,60  |
| LOT/BATCH NO: 0000 |                               | 820,00      |       |            |
| 03219872           | CANESTEN VT 500MG MAP 1ST     | 3.060,00 UN | 64,46 | 197.247,60 |
| LOT/BATCH NO: 0000 |                               | 3.060,00    |       |            |
| 03695321           | CANESTEN VAG CR 1% MAP 50G    | 1.190,00 PC | 92,44 | 110.003,60 |
| LOT/BATCH NO: 0000 |                               | 1.190,00    |       |            |

# FAKTURA Bayer HealthCare

## KOPI

Fakturaadresse

K.V. TIELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kundendresse

K.V. TIELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kunde nr.  
108204

Ordredato  
30/08/06

Lev. dato  
30/08/06

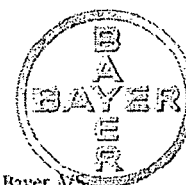
Fakturadato  
30/08/06

Forfaldsdato  
29/09/06

Vores reference  
Mette Christoffersen

Betalingsbetingelser  
30 dage netto

Levering  
Frit leveret



Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDDKKK  
CVR-nr. DK 16 08 98 18  
Division CC

Ordrenr.  
CO1656117/ 1

Forsendelse

Fakturanr.  
972554

Deres reference  
DK - AUGUST

| PRODUKT  | BETEGNELSE              | MÆNGDE   | PRIS  | BELØB    |
|----------|-------------------------|----------|-------|----------|
| 10015864 | BIOTIN TABL. 5MG, 20 ST | 180,00 P | 36,04 | 6.487,20 |

25% Moms

326.271,31

VAT.NR DK 79 09 18 12

VAREBELØB 1.305.085,25  
AFGIFT 0,00  
FRAGT/GEBYR 0,00  
MOMS 326.271,31

FAKTURABELØB

DKK

1.631.356,56

Bayer HealthCare

**KOPI**

Fakturaadresse

**K.V. TJELLESEN A/S**

**ATT.: FLEMMING MEYER**

**BRANDSTRUPVEJ 4**

**DK-2610 RØDOVRE**

Kundeadresse

**Kunde nr.**  
108204

**Ordredato**  
300806

**Lev. dato**  
300806

**Fakturadato**  
300806

**Forfaldsdato**  
290906

**Vores reference**  
Mette Christoffersen

**Betalingsbetingelser**  
30 dage netto

Levering



3

Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDDKKK  
CVR-nr. DK 16 08 98 18  
Division

**Ordrenr.**  
CO1656117

**Forsendelse**

**Fakturanr.**  
972554

**Deres reference**  
DK - AUGUST

## INDBETALINGSKORT

Kan betales i pengeinstitut og på posthus

KA 71

**KVITTERING**

Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut med terminal er det udfærdigede pengeinstituttets kvitteringstryk der er bevis for hvilket beløb der er indbetalt.

Betalings-ID og indbetalingsnr.

000000009725540  
K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kreditnr. og beløbsmodtager

88266889  
Bayer A/S  
Norgaardsvej 32  
2800 Lyngby

Kreditnr. og beløbsmodtager

88266889  
Bayer A/S  
Norgaardsvej 32  
2800 Lyngby

Understrøket ved overførsel fra konto

Kvittering

Tilsendt til BetalingsService

PBS-NR. Del. gr.nr.

Kontonr. \_\_\_\_\_ Øre \_\_\_\_\_ Betalingsdato \_\_\_\_\_ Kroner \_\_\_\_\_ Øre \_\_\_\_\_

1 6 3 1 3 5 6 5 6

1 6 3 1 3 5 6 5 6

\* Et check kan altid betales - Undgå ventetid og skrive i receptionen fra:

Dag

Måned

År

FIK 751 FAX-921

Tilsendt til BetalingsService

PBS-NR.

Del. gr.nr.

+71< 000000009725540+88266889<

Kundens

# FAKTURA



**KOPI**

Fakturaadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kundeadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kunde nr.

108764 / 108805

Ordredato

29/04/04

Lev.dato

29/04/04

Fakturadato

29/04/04

Forfaldsdato

29/05/04

Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby

Postbox 2090, DK-2800 Lyngby

Telefon +45 43 23 50 00

Telefax +45 43 23 52 50

DKK-konto: 0890 8800614

EURO-konto: 0890 3007169

SWIFT: HANDEKKK

CVR-nr. DK 16-08 98 18

Division CC

Ordrenr.

CO1544900/ 1

Forsendelse

Fakturanr.

898687

Deres reference

83797

Levering

Vores reference

Mette Christoffersen

Betalingsbetingelser

30 dage netto

| PRODUKT  | BETEGNELSE                     | MÆNGDE      | PRIS  | BELØB      |
|----------|--------------------------------|-------------|-------|------------|
| 00913638 | ASPIRIN TABLETTER 50 X 500 MG  | 1.150,00 P  | 21,91 | 25.196,50  |
| 02788555 | ASPIRIN 0,50 X 10 TABS         | 67,00 UN    | 5,81  | 389,27     |
| 00973142 | CANESTEN KOMBI, 1VAG. 500MG+1C | 7.119,00 PC | 60,35 | 429.631,65 |
| 00392220 | CANESTEN CREME                 | 6.000,00 PC | 26,54 | 159.240,00 |
| 02486257 | CANESTEN SOL. 1% 20 ML         | 94,00 UN    | 26,41 | 2.482,92   |
| 00924516 | CANESTEN VAG. CREME 50 G       | 1.170,00 PC | 73,19 | 85.632,30  |
| 00924524 | CANESTEN VAG. CREME 5 G        | 64,00 PC    | 60,35 | 3.862,98   |
| 01536865 | CANESTEN VAGITORIER 6 X 100MG  | 480,00 PC   | 73,18 | 35.130,72  |
| 00924508 | CANESTEN VAGITORIE             | 2.800,00 PC | 60,35 | 168.980,00 |
|          | 25% Moms                       |             |       | 227.636,60 |

# FAKTURA



**KOPI**

Fakturaadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kundeadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kunde nr.

108764 / 108805

Ordredato

29/04/04

Lev.dato

29/04/04

Fakturadato

29/04/04

Forfaldsdato

29/05/04

Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby

Postbox 2090, DK-2800 Lyngby

Telefon +45 45 23 50 00

Telefax +45 45 23 52 50

DKK-konto: 0890 8800614

EURO-konto: 0890 3007169

SWIFT: HANDDKKK

CVR-nr. DK 16 08 98 18

Division CC

Ordrenr.

CO1544900/ 1

Forsendelse

Fakturanr.

898687

Deres reference

83797

Levering

Vores reference

Mette Christoffersen

Betalingsbetingelser

30 dage netto

PRODUKT

BETEGNELSE

MENGDE

PRIS

BELØB

## Leverings Adresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

VAREBELØB 910.546,34

AFGIFT 0,00

PRÆKT/GEBYR 0,00

MOMS 227.636,60

FAKTURABELØB

DKK

1.138.182,94

# FAKTURA



**KOPI**

Fakturaadresse

**Nomeco Leverandørservice**  
**Salg Danmark**  
**Borgm. Christiansens Gade**  
**DK-1790 København V.**

Kundeadresse

**Nomeco Leverandørservice**  
**Salg Danmark**  
**Borgm. Christiansens Gade**  
**DK-1790 København V.**

**Kunde nr.**

108764 / 108805

**Ordredato**

29/04/04

**Lev.dato**

29/04/04

**Fakturadato**

29/04/04

**Forfaldsdato**

29/05/04

Bayer A/S

Nærgaardsvej 32, DK-2800 Lyngby  
 Postbox 2090, DK-2800 Lyngby  
 Telefon +45 45 23 50 00  
 Telefax +45 45 23 52 50  
 DKK-konto: 0890 8800614  
 EURO-konto: 0890 3007169  
 SWIFT: HANDEDKKK  
 CVR-nr. DK 16 08 98 18  
 Division CC

**Ordrenr.**

CO1544900/ 1

**Forsendelse**

**Fakturanr.**

898687

**Deres reference**

83797

**Levering**

**Vores reference**

Mette Christoffersen

**Betalingsbetingelser**

30 dage netto

| PRODUKT  | BETEGNELSE                     | MENGDE      | PRIS  | BELØB      |
|----------|--------------------------------|-------------|-------|------------|
| 00913638 | ASPIRIN TABLETTER 50 X 500 MG  | 1.150,00 P  | 21,91 | 25.196,50  |
| 02788555 | ASPIRIN 0,50 X 10 TABS         | 67,00 UN    | 5,81  | 389,27     |
| 00973142 | CANESTEN KOMBI, 1VAG. 500MG+1C | 7.119,00 PC | 60,35 | 429.631,65 |
| 00392220 | CANESTEN CREME                 | 6.000,00 PC | 26,54 | 159.240,00 |
| 02486257 | CANESTEN SOL. 1% 20 ML         | 94,00 UN    | 26,41 | 2.482,92   |
| 00924516 | CANESTEN VAG. CREME 50 G       | 1.170,00 PC | 73,19 | 85.632,30  |
| 00924524 | CANESTEN VAG. CREME 5 G        | 64,00 PC    | 60,35 | 3.862,98   |
| 01536865 | CANESTEN VAGITORIER 6 X 100MG  | 480,00 PC   | 73,18 | 35.130,72  |
| 00924508 | CANESTEN VAGITORIE             | 2.800,00 PC | 60,35 | 168.980,00 |
|          | 25% Moms                       |             |       | 227.636,60 |

# FAKTURA



**KOPI**

Fakturaadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kundeadresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

Kunde nr.

108764 / 108805

Ordredato

29/04/04

Lev.dato

29/04/04

Fakturadato

29/04/04

Forfaldsdata

29/05/04

Bayer A/S

Norgaardvej 32. DK 2800 Lyngby

Postbox 2090. DK-2800 Lyngby

Telefon +45 45 23 50 00

Telefax +45 45 23 52 50

DKK-konto: 0890 8800614

EUR-konto: 0890 3007169

SWIFT: HANDDKKK

CVR-nr. DK 16 08 98 18

Division CC

Ordrenr.

CO1544900/ 1

Forsendelse

Fakturanr.

898687

Deres reference

83797

Levering

Vores reference

Mette Christoffersen

Betalingsbetingelser

30 dage netto

PRODUKT

BETEGNELSE

MENGDE

PRIS

BELØB

## Leverings Adresse

Nomeco Leverandørservice

Salg Danmark

Borgm. Christiansens Gade

DK-1790 København V.

VAREBELØB 910.546,34

AFGIFT 0,00

FRAGT/GEBYR 0,00

MOMS 227.636,60

FAKTURABELØB

DKK

1.138.182,94

# FAKTURA

## KOPI

Fakturaadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kundeadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kunde nr.  
108204

Ordredato  
31/08/05

Lev.dato  
31/08/05

Fakturadato  
31/08/05

Forfaldsdato  
30/09/05

Vores reference  
Mette Christoffersen

Betalingsbetingelser  
30 dage netto

Levering  
Frit leveret

Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDDKKK  
CVR-nr. DK 16 08 98 18  
Division CC

Ordrenr.  
CO1609904/ 1

Forsendelse

Fakturanr.  
942131

Deres reference  
AUGUST DK

| PRODUKT            | BETEGNELSE                    | MÆNGDE      | PRIS  | BELØB      |
|--------------------|-------------------------------|-------------|-------|------------|
| 00913611           | ASPIRIN TABLETTER 20 X 500 MG | 1.590,00 P  | 10,85 | 17.251,50  |
| 00913638           | ASPIRIN TABLETTER 50 X 500 MG | 1.390,00 P  | 21,71 | 30.176,90  |
| 02788555           | ASPIRIN 0,5G X 10 TABS        | 1.000,00 UN | 5,81  | 5.810,00   |
| 00924524           | CANESTEN VAG. CREME 5 G       | 98,00 PC    | 64,46 | 6.317,08   |
| 3695321            | CANESTEN VAG CR 1% MAP 50G    | 540,00 PC   | 92,44 | 49.917,60  |
| LOT/BATCH NO: 0000 |                               | 540,00      |       |            |
| 03219872           | CANESTEN VT 500MG MAP 1ST     | 1.280,00 UN | 64,46 | 82.508,80  |
| 03219996           | CANESTEN 1VT 0,5G CR 20G 1%1S | 7.280,00 PC | 64,46 | 469.268,80 |
| LOT/BATCH NO: 0000 |                               | 7.280,00    |       |            |
| 03695429           | CANESTEN CREME 1% 20G         | 6.460,00 PC | 26,41 | 170.608,60 |
| LOT/BATCH NO: 0000 |                               | 6.460,00    |       |            |
| 03220099           | CANESTEN VT 0,1G MAP 6ST MS   | 460,00 UN   | 92,44 | 42.522,40  |



# FAKTURA

## KOPI

Fakturaadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kundeadresse

K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kunde nr.  
108204

Ordredato  
31/08/05

Lev. dato  
31/08/05

Fakturadato  
31/08/05

Forfaldsdato  
30/09/05

Vores reference  
Mette Christoffersen

Betalingsbetingelser  
30 dage netto

Bayer A/S

Norgaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDDKKK  
CVR-nr. DK 16 08 98 18  
Division CC

Ordrenr.  
CO1609904/ 1

Forsendelse

Fakturanr.  
942131

Deres reference  
AUGUST DK

Levering  
Frit leveret

| PRODUKT  | BETEGNELSE              | MÆNGDE   | PRIS  | BELØB      |
|----------|-------------------------|----------|-------|------------|
| 10015864 | BIOTIN TABL. 5MG, 20 ST | 172,00 P | 33,68 | 5.792,96   |
| 25% Moms |                         |          |       | 220.043,67 |

VAT.NR DK 79 09 18 12

|             |            |              |     |              |
|-------------|------------|--------------|-----|--------------|
| VAREBELØB   | 880.174,64 |              |     |              |
| AFGIFT      | 0,00       |              |     |              |
| FRAGT/GEEYR | 0,00       |              |     |              |
| MOMS        | 220.043,67 | FAKTURABELØB | DKK | 1.100.218,31 |

# KOPI

Fakturaadresse

K. V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kundeadresse

Kunde nr.  
108204

Ordredato  
310805

Lev.dato  
310805

Fakturadato  
310805

Forfaldsdato  
300905

Vores reference  
Mette Christoffersen

Betalingsbetingelser  
30 dage netto

Levering

Bayer A/S

Nørgaardsvej 32, DK-2800 Lyngby  
Postbox 2090, DK-2800 Lyngby  
Telefon +45 45 23 50 00  
Telefax +45 45 23 52 50  
DKK-konto: 0890 8800614  
EURO-konto: 0890 3007169  
SWIFT: HANDDKKK  
CVR-nr. DK 16 08 98 18  
Division

Ordrenr.  
CO1609904

Forsendelse

Fakturanr.  
942131

Deres reference  
AUGUST DK

Reg nr

Kontonr.

## INDBETALINGSKORT

Kan betales i pengeinstitut og på posthuse

KA 71

KVITTERING

Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut med terminal er det udelukkende pengeinstituttets kvitteringsstræk der er bevis for hvilket beløb der er indbetalt.

Betalings-ID og indbetaler

000000009421314  
K.V. TJELLESEN A/S  
ATT.: FLEMMING MEYER  
BRANDSTRUPVEJ 4  
DK-2610 RØDOVRE

Kreditornr og beløbsmodtager

88266889  
Bayer A/S  
Nørgaardsvej 32  
2800 Lyngby

Kreditornr og beløbsmodtager

88266889  
Bayer A/S  
Nørgaardsvej 32  
2800 Lyngby

Tilsendt til BetalingsService

PBS-NR.:

Deb.gr.nr.

Underskrift ved overførsel fra konto

Kvittering

Kundenr.:

Kroner

Øre

Betalingsdato

Kroner

Øre

1 1 0 0 2 1 8 3 1

1 1 0 0 2 1 8 3 1

Til maskinel aflevering - Undgå venligst at skrive i nedenstående felt

Dag Måned År

FK 751 (v.v.59)

Tilsendt til BetalingsService

PBS-NR.:

Deb.gr.nr.

+71< 000000009421314+88266889<

Kundenr.:

# Bayer

**Faktureringsadresse:**

Movianto A/S  
Att: økonomi  
Brandstrupvej 4  
DK-2610 RØDOVRE

Bayer A/S  
Bayer HealthCare  
Postbox 2090  
DK-2800 Kgs. Lyngby

CVR nr.: DK16089818

Skandinaviska Enskilda Banken  
Account no.: 52950010013143  
IBAN: DK2352950010013143  
SWIFT: ESSEDKKK

Dato: 11.12.2008  
Side: 1 / 3

## Faktura Nr. 8712837177

Vor reference  
Maria Winsnes

Telefon:  
+46 8 580 224 13

Fax:  
Fax +46 8 580 224 01

e-mail:  
maria.winsnes@bayerhealthcare.com

Ordre:  
1223011188 fra 09.12.2008

Kundenr.:  
3190612

Deres indkøbsordrenr.:  
IK nr 4157-1

Levering  
1228021853 fra 15.12.2008

**Kundeadresse:**

Movianto A/S  
Att: økonomi  
Brandstrupvej 4  
DK-2610 RØDOVRE

**Leveringsadresse:**

Movianto A/S  
Att: Varemodtagelsen  
Meterbuen 24  
DK-2740 SKOVLUNDE

| Artikel | Produkt | Beskrivelse                             | Mængde    | Enhedspris           | Værdi (DKK) |
|---------|---------|-----------------------------------------|-----------|----------------------|-------------|
| 000010  | 913611  | ASPIRIN TABL 0,5 G ELC 20 ST            | 1.500 PCE | 11,86 DKK<br>/ 1 PCE | 17.790,00   |
|         |         | Batch BTA7550                           |           |                      |             |
| 000020  | 913638  | ASPIRIN TABL 0,5 G ELC 50 ST            | 3.900 PCE | 22,72 DKK<br>/ 1 PCE | 88.608,00   |
|         |         | Batch BTA76A0                           |           |                      |             |
| 000030  | 2788555 | ASPIRIN TABL 0,5 G 10 TABL              | 1.000 PCE | 5,81 DKK<br>/ 1 PCE  | 5.810,00    |
|         |         | Batch BTA7E90                           |           |                      |             |
| 000040  | 4487501 | CANESTEN Combi 1 VT500mg+CR1%20g DKN0SE | 3.000 PCE | 79,75 DKK<br>/ 1 PCE | 239.250,00  |
|         |         | Batch BXF57R1                           |           |                      |             |
| 000050  | 3695429 | CANESTEN CREME 1% 20G                   | 7.000 PCE | 26,41 DKK<br>/ 1 PCE | 184.870,00  |
|         |         | Batch BXPJE2G                           |           |                      |             |

|                       |               |                   |
|-----------------------|---------------|-------------------|
| <b>Netto</b>          |               | <b>536.328,00</b> |
|                       | 25,000 % Moms | 536.328,00        |
| <b>Totalt beløb</b>   |               | <b>670.410,00</b> |
| Leveringsbetingelser  | CIF Rødovre   |                   |
| Betalingsbetingelser: | 90 dage netto |                   |

# Bayer



**Faktura Nr. 8712837177**

Bayer A/S  
Bayer HealthCare

Dato: 11.12.2008  
Side: 2 / 3

**Forfaldsdato 11.03.2009**

Efter forfaldsdato beregnes renter med 1,5% pr. måned.

Betalingsreference:

87128371777



**Bayer A/S**  
**Bayer HealthCare**

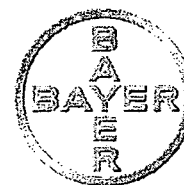
Dato: 11.12.2008  
Side: 3 / 3

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                             |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------|
| <b>Reg nr</b><br><div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> | <b>Kontonr.</b><br><div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> <div style="border: 1px solid black; height: 20px; width: 20px; display: inline-block;"></div> | <div style="background-color: black; color: white; padding: 5px; font-weight: bold; font-size: 1.2em;">INDBETALINGSKORT</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <div style="text-align: right; font-weight: bold; font-size: 1.1em;">KA 71</div> <div style="font-size: 0.8em;">             Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut er det udelukkende pengeinstituttets kvitteringsryk der er bevis for hvilket beløb der er indbetalt.           </div> |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                             |                   |
| <b>Betalings-ID og indbetaler</b><br><div style="font-weight: bold; font-size: 1.1em;">00008712837177</div> <div style="margin-top: 20px;"> <b>Movianto A/S</b><br/> <b>Att:økonomi</b><br/> <b>Brandstrupvej 4</b> </div>                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Kan betales i pengeinstitut og posthuse</b> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Kreditomr og beløbsmodtager</b><br/> <div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div> </td> <td style="width: 50%; vertical-align: top;"> <b>Kreditomr og beløbsmodtager</b><br/> <div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div> </td> </tr> <tr> <td style="border-top: 1px solid black; vertical-align: top;"> <b>Underskrift ved overførsel fra konto</b> </td> <td style="border-top: 1px solid black; vertical-align: top;"> <b>Kvittering</b> </td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                   | <b>Kreditomr og beløbsmodtager</b><br><div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div> | <b>Kreditomr og beløbsmodtager</b><br><div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div> | <b>Underskrift ved overførsel fra konto</b> | <b>Kvittering</b> |
| <b>Kreditomr og beløbsmodtager</b><br><div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div>                                                                                                                                                                                                                                             | <b>Kreditomr og beløbsmodtager</b><br><div style="font-weight: bold; font-size: 1.1em;">86117991</div> <div style="font-weight: bold;">Bayer A/S</div> <div style="font-weight: bold;">PO Box 2090</div> <div style="font-weight: bold;">2800 Kgs. Lyngby</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                             |                   |
| <b>Underskrift ved overførsel fra konto</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Kvittering</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                             |                   |
| <b>Kroner</b> _____ <b>Øre</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <div style="text-align: right; margin-right: 50px;"> <b>Betalingsdato</b> _____       </div> <div style="text-align: right;"> <b>Kroner</b> _____ <b>Øre</b> _____       </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                             |                   |

Til maskinel aflysning - Undgå venligst at skrive i nedenstående felt

+71< 000087128371777+86117991<

# Bayer



**Faktureringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

Bayer A/S  
Bayer HealthCare  
Postbox 2090  
DK-2800 Kgs. Lyngby

CVR nr.: DK16089818

Skandinaviske Enskilda Banken  
Account no.: 52950010013143  
IBAN: DK2352950010013143  
SWIFT: ESSEDKKK

Dato: 31.07.2007  
Side: 1 / 2

## Faktura Nr. 8712742866

Vor reference  
Mette Christoffersen

Telefon:  
+45 45235054

Fax:  
+45 45235256

e-mail:  
mette.christoffersen.mc@bayer.dk

Ordre:  
1223005292 fra 31.07.2007  
Levering:  
1228011313 fra 31.07.2007

Kundenr.:  
6248191

Deres indkøbsordrenr.:  
DK31072007 fra 31.07.2007

**Kundeadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

**Leveringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

| Artikel                    | Produkt  | Beskrivelse                            | Mængde     | Enhedspris           | Værdi (DKK)         |
|----------------------------|----------|----------------------------------------|------------|----------------------|---------------------|
| 000010                     | 913611   | ASPIRIN TABL 0,5 G ELC 20 ST           | 1.170 PCE  | 11,86 DKK<br>/ 1 PCE | 13.876,20           |
| 000020                     | 913638   | ASPIRIN TABL 0,5 G ELC 50 ST           | 970 PCE    | 22,72 DKK<br>/ 1 PCE | 22.038,40           |
| 000030                     | 2788555  | ASPIRIN TABL 0,5 G 10 TABL             | 940 PCE    | 5,81 DKK<br>/ 1 PCE  | 5.461,40            |
| 000040                     | 10015864 | BIO TABL 5MG/0 PVC BLISTER 20 VN-LA-KH | 350 PCE    | 36,04 DKK<br>/ 1 PCE | 12.614,00           |
| 000050                     | 3695429  | CANESTEN CREME 1% 20G                  | 10.180 PCE | 26,41 DKK<br>/ 1 PCE | 268.853,80          |
| 000060                     | 3219996  | CANESTEN 1VT 0,5G CR20G 1% 1ST         | 7.750 PCE  | 79,75 DKK<br>/ 1 PCE | 618.062,50          |
| 000070                     | 3220099  | CANESTEN VT 0,1 G MAP 6 ST MS          | 270 PCE    | 92,44 DKK<br>/ 1 PCE | 24.958,80           |
| 000080                     | 3219872  | CANESTEN VT 500MG MAP 1 ST             | 1.910 PCE  | 64,46 DKK<br>/ 1 PCE | 123.118,60          |
| 000090                     | 3695321  | CANESTEN VAG CR 1% MAP 50G             | 1.290 PCE  | 92,44 DKK<br>/ 1 PCE | 119.247,60          |
| <b>Netto</b>               |          |                                        |            |                      | <b>1.208.231,30</b> |
| 25,000 % Moms 1.208.231,30 |          |                                        |            |                      | 302.057,83          |
| <b>Totalt beløb</b>        |          |                                        |            |                      | <b>1.510.289,13</b> |

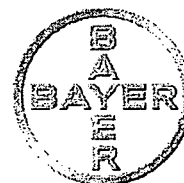
Leveringsbetingelser  
Betalingsbetingelser:

CIF Rødovre  
30 dage netto

**Forfaldsdato 30.08.2007**

Efter forfaldsdato beregnes renter med 1,5% pr. måned.  
Betalingsreference: 87127428669

# Bayer



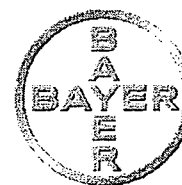
**Faktura Nr. 8712742866**

Bayer A/S  
Bayer HealthCare

Dato: 31.07.2007  
Side: 2 / 2

| Reg nr                                                                                                                                                                                                                                             | Kontonr. | <b>INDBETALINGSKORT</b>                                                                                              |  | KA 71                                                                                                                                                                                                                                | KVITTERING |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |          | Kan betales i pengeinstitut og posthus                                                                               |  | Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut er det udelukkende pengeinstituttets kvitteringstryk der er bevis for hvilket beløb der er indbetalt. |            |
| Betaling-ID og indbetaler<br><b>00008712742866</b><br><br><b>K.V. TJELLESEN A/S</b><br><b>Brandstrupvej 4</b><br><b>2610 Rødovre</b>                                                                                                               |          | Kreditormr og beløbsmodtager<br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b> |  | Kreditormr og beløbsmodtager<br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b>                                                                                                                 |            |
|                                                                                                                                                                                                                                                    |          | Underskrift ved overførsel fra konto                                                                                 |  | Kvittering                                                                                                                                                                                                                           |            |
| Kroner _____ Øre _____                                                                                                                                                                                                                             |          | Betalingsdato _____                                                                                                  |  | Kroner _____ Øre _____                                                                                                                                                                                                               |            |
| 1510289 13                                                                                                                                                                                                                                         |          |                                                                                                                      |  | 1510289 13                                                                                                                                                                                                                           |            |

# Bayer



**Faktureringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

Bayer A/S  
Bayer HealthCare  
Postbox 2090  
DK-2800 Kgs. Lyngby

CVR nr.: DK16089818

Skandinaviska Enskilda Banken  
Account no.: 52950010013143  
IBAN: DK2352950010013143  
SWIFT: ESSDKKK

Dato: 19.12.2007  
Side: 1 / 2

## Faktura Nr. 8712760214

Vor reference  
Fredrik Sandström

Telefon:  
+46 8 580 224 21

Fax:  
+46 (0)8 580 223 01

e-mail:  
fredrik.sandstrom@bayerhealthcare.com

Ordre:  
1223008857 fra 19.12.2007

Kundenr.:  
6248191

Deres indkøbsordrnr.:  
DK19122007 fra 19.12.2007

Levering  
1228018913 fra 19.12.2007

**Kundeadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

**Leveringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

| Artikel                  | Produkt | Beskrivelse                             | Mængde    | Enhedspris           | Værdi (DKK)       |
|--------------------------|---------|-----------------------------------------|-----------|----------------------|-------------------|
| 000010                   | 913611  | ASPIRIN TABL 0,5 G ELC 20 ST            | 99 PCE    | 11,86 DKK<br>/ 1 PCE | 1.174,14          |
| 000020                   | 913638  | ASPIRIN TABL 0,5 G ELC 50 ST            | 100 PCE   | 22,72 DKK<br>/ 1 PCE | 2.272,00          |
| 000030                   | 2788555 | ASPIRIN TABL 0,5 G 10 TABL              | 300 PCE   | 5,81 DKK<br>/ 1 PCE  | 1.743,00          |
| 000040                   | 3695429 | CANESTEN CREME 1% 20G                   | 2.540 PCE | 26,41 DKK<br>/ 1 PCE | 67.081,40         |
| 000050                   | 4487501 | CANESTEN Combi 1 VT500mg+CR1%20g DKNOSE | 2.720 PCE | 79,75 DKK<br>/ 1 PCE | 216.920,00        |
| 000060                   | 4487447 | CANESTEN VT6 (100MG) APP DK/NO/SE       | 260 PCE   | 92,44 DKK<br>/ 1 PCE | 24.034,40         |
| 000070                   | 4488079 | CANESTEN VT1 500mg APP DK/NO/SE         | 250 PCE   | 64,46 DKK<br>/ 1 PCE | 16.115,00         |
| 000080                   | 3695321 | CANESTEN VAG CR 1% MAP 50G              | 460 PCE   | 92,44 DKK<br>/ 1 PCE | 42.522,40         |
| <b>Netto</b>             |         |                                         |           |                      | <b>371.862,34</b> |
| 25,000 % Moms 371.862,34 |         |                                         |           |                      | 92.965,59         |
| <b>Totalt beløb</b>      |         |                                         |           |                      | <b>464.827,93</b> |

Leveringsbetingelser: CIF Rødovre  
Betalingsbetingelser: 30 dage netto

**Forfaldsdato 18.01.2008**

Efter forfaldsdato beregnes renter med 1,5% pr. måned.

Betalingsreference: 87127602149





**Bayer A/S**  
**Bayer HealthCare**

Dato: 19.12.2007  
Side: 2 / 2

**Kontonr.**[illegible]

**Kan betales i pengeinstitut og posthuse**

KA 71

Checks og lignende acceptøres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut er det udelukkende pengeinstituttets kvitteringstryk der er bevis for hvilket beløb der er indbetalt.

### Betalings-ID og indbetaler

00008712760214

**K.V. TJELLESEN A/S**  
Brandstrupvej 4  
2610 Rødovre

Kreditormr og beløbsmodtager

**86117991**  
**Bayer A/S**  
**PO Box 2090**  
**2800 Kgs. Lyngby**

Kreditorm og beløbsmodtager

**86117991**  
**Bayer A/S**  
**PO Box 2090**  
**2800 Kgs. Lyngby**

Underskrift ved overførsel fra konto

### Kvittering

Kroger

Øre

464827

93

**Betalingsdato**

Kroner

Øre.

464827

93

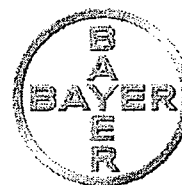
Til maskinel aflæsning - Undgå venligst at skrive i nedenstående felt

Dag \_\_\_\_\_ Måned \_\_\_\_\_ År \_\_\_\_\_

FIK 751 (xx-99)

+71< 000087127602149+86117991<

# Bayer



**Faktureringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

Bayer A/S  
Bayer HealthCare  
Postbox 2090  
DK-2800 Kgs. Lyngby

CVR nr.: DK16089818

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Account no.: 52950010013143  
IBAN: DK2352950010013143  
SWIFT: ESSEDKKK

Dato: 30.04.2008  
Side: 1 / 2

## Faktura Nr. 8712817647

Vor reference  
Fredrik Sandström

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Ordre:  
1223009736 fra 30.04.2008

Kundenr.:  
6248191

Deres indkøbsordrenr.:  
DK30042008 fra 30.04.2008

Levering  
1228019969 fra 30.04.2008

**Kundeadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

**Leveringsadresse:**  
K.V. TJELLESEN A/S  
Brandstrupvej 4  
DK-2610 RØDOVRE

| Artikel | Produkt  | Beskrivelse                             | Mængde    | Enhedspris            | Værdi (DKK) |
|---------|----------|-----------------------------------------|-----------|-----------------------|-------------|
| 000010  | 913638   | ASPIRIN TABL 0,5 G ELC 50 ST            | 2.528 PCE | 22,72 DKK<br>/ 1 PCE  | 57.436,16   |
| 000020  | 3695429  | CANESTEN CREME 1% 20G                   | 5.929 PCE | 26,41 DKK<br>/ 1 PCE  | 156.584,89  |
| 000030  | 4487447  | CANESTEN VT6 (100MG) APP DK/NO/SE       | 275 PCE   | 92,44 DKK<br>/ 1 PCE  | 25.421,00   |
| 000040  | 4487501  | CANESTEN Combi 1 VT500mg+CR1%20g DKNOSE | 5.422 PCE | 79,75 DKK<br>/ 1 PCE  | 432.404,50  |
| 000050  | 4488079  | CANESTEN VT1 500mg APP DK/NO/SE         | 962 PCE   | 64,46 DKK<br>/ 1 PCE  | 62.010,52   |
| 000060  | 913611   | ASPIRIN TABL 0,5 G ELC 20 ST            | 1.243 PCE | 11,86 DKK<br>/ 1 PCE  | 14.741,98   |
| 000070  | 2788555  | ASPIRIN TABL 0,5 G 10 TABL              | 300 PCE   | 5,81 DKK<br>/ 1 PCE   | 1.743,00    |
| 000080  | 80116498 | Canesten Vag Cream 1% 50g DK/SE         | 1.105 PCE | 92,44 DKK<br>/ 1 PCE  | 102.146,20  |
| 000090  | 80300671 | Priorin G 90 capsules                   | 2.216 PCE | 176,13 DKK<br>/ 1 PCE | 390.304,08  |

|                     |               |                     |
|---------------------|---------------|---------------------|
| <b>Netto</b>        |               | <b>1.242.792,33</b> |
|                     | 25,000 % Moms | 310.698,08          |
| <b>Totalt beløb</b> |               | <b>1.553.490,41</b> |

Leveringsbetingelser  
Betalingsbetingelser:

CIF Rødovre  
30 dage netto

**Forfaldsdato 30.05.2008**

Efter forfaldsdato beregnes renter med 1,5% pr. måned.

Betalingsreference:

87128176473

# Bayer



**Faktura Nr. 8712817647**

Bayer A/S  
Bayer HealthCare

Dato: 30.04.2008  
Side: 2 / 2

| Reg nr                                                                                                                                                                                                                                             | Kontonr. | INDBETALINGSKORT                                                                                                    |  | KA 71                                                                                                                                                                                                                                | KVITTERING |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |          | Kan betales i pengeinstitut og posthuse                                                                             |  | Checks og lignende accepteres under forbehold af at pengeinstituttet modtager betalingen. Ved kontant betaling i pengeinstitut er det udelukkende pengeinstituttets kvitteringstryk der er bevis for hvilket beløb der er indbetalt. |            |
| Betaling-ID og indbetaler<br><b>00008712817647</b><br><br><b>K.V. TJELLESEN A/S</b><br><b>Brandstrupvej 4</b><br><b>2610 Rødovre</b>                                                                                                               |          | Kreditorm og beløbsmodtager<br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b> |  | Kreditorm og beløbsmodtager<br><b>86117991</b><br><b>Bayer A/S</b><br><b>PO Box 2090</b><br><b>2800 Kgs. Lyngby</b>                                                                                                                  |            |
|                                                                                                                                                                                                                                                    |          | Underskrift ved overførsel fra konto                                                                                |  | Kvittering                                                                                                                                                                                                                           |            |
| Kroner _____ Øre _____                                                                                                                                                                                                                             |          | Betalingsdato _____                                                                                                 |  | Kroner _____ Øre _____                                                                                                                                                                                                               |            |
| 1553490 41                                                                                                                                                                                                                                         |          |                                                                                                                     |  | 1553490 41                                                                                                                                                                                                                           |            |

Til maskinel aflæsning - Undgå venligst at skrive i nedenstående felt  
FIK 751 (xx-99)

+71< 000087128176473+86117991<



Bilag 2b

Buddle Schou A/S

ASPIRIN® 500 mg

**Aspirin tabletter 500 mg**

Læs denne information godt igennem, for De begynder at tage medicinen.

- De kan få denne medicin uden recept. For at opnå den bedste virkning, skal De altid følge vejledningerne i denne information.
- Gennem informationen. De får måske brug for at læse den igen.
- Kontakt læge eller apotek, hvis De har spørgsmål til behandlingen.

**Aspirin indeholder:**

Det aktive stof i Aspirin er acetylsalicylsyre. De øvrige indholdsstoffer er: Cellulose, majsstivelse.

**Markedsføring i Danmark:**

Bayer HealthCare AG, D-51374 Lærkerusen, Tyskland.

**Frømtiller:**

Bayer Bitterfeld GmbH, D-06800 Gröppin, Tyskland.

**Repræsentant i Danmark:**

Bayer A/S, Norgaardsvej 32, 2800 Kgs. Lyngby

Aspirin tabletter er hvide og runde med påskriften Bayer på den ene side og Aspirin 0,5 på den anden.

Aspirin er et smertestillende lægemiddel, som virker ved smerter som f. eks. hovedpine, tandpine, menstruations-

smerter, muskel- og ledsmerter samt smerter forbundet med gigttilfælde. Aspirin virker febernedsættende.

Lægen kan have foreskrevet anden anvendelse. Følg altid lægens anvisning.

**Brug ikke Aspirin:**

- Hvis De lider af aktivt mavesår, generel tåndens til blodning, nedsat antal blodplader (trombocytopeni) og/eller blodning fra mave-tarm-kanalen.
- Hvis De er overfølsom over for acetylsalicylsyre eller andre salicylater.
- Hvis De lider af astma fremkaldt af acetylsalicylsyre.

**Særlige forholdsregler**

- Bør ikke anvendes til børn og unge med feber på grund af risiko for bivirkninger.
- Må ikke anvendes til børn under 2 år uden lægens anvisning.
- Overvåges den anbefalede dosis, kan der opstå livstruende forgiftning. Hvis der er mistanke om overdosering, bør De straks søge læge.
- Forsigtighed ved mavesår.
- Bør ikke anvendes ved overfølsomhed over for acetylsalicylsyre og andre salicylater. Overfølsomhed (allergi) kan vise sig ved udslæt, snus eller vejrtrækningsproblemer.
- Samtidig indtagelse af acetylsalicylsyre og alkohol kan øge risikoen for maveblødning.
- Bør ikke anvendes ved stærkt nedsat lever- eller nyrefunktion.

Aspirin bør ikke anvendes af gravide de sidste 3 måneder for forventet fødsel. Aspirin bør ikke anvendes ved fødsel.

**Advarsel:**

De kan amme, selv om De bruger Aspirin. Ved regelmæssig anvendelse i periode med amning bør afbrydelse dog overvejes.

**Drug af anden medicin**

Aspirin bør ikke tages samtidig med blodfortyndende midler uden lægens anvisning.

Virkningen af følgende lægemidler kan ændres, når de tages sammen med Aspirin:

- methotrexat til behandling af visse kræftsygdomme, svære former for psoriasis og visse gigtssygdomme.
- valproat (f.eks. Depakine) til behandling af epilepsi.
- sulfonamider (f.eks. sulfamethizol og sulfamethoxazol) til behandling af infektionssygdomme.
- barbiturater (f.eks. Fenemal) til behandling af krampetilstande.
- digoxin til behandling af svagt hjerte.
- lithium til behandling af sindssygdomme.

Virkningen af følgende lægemidler kan ændres, når de tages sammen med Aspirin:

- kaliumbesparende diuretika (f.eks. spironolacton) samt loop-diuretika (f.eks. furosemid), som er værdifulde lægemidler.
- blodtrykssenkende lægemidler (antihypertensiva).
- probenecid.

Ved optag af brug med kendt astma eller f.eks. bronchitis kan risikoen for maveblødning øges.

**BØRN ELLER UNGE  
I HJEMMET?**

Læs information og vær opmærksom på, hvordan De administrerer denne medicin.

**Graviditet og amning**

Få vejledning hos lægen eller på apoteket, for De tager nogen form for medicin.

**Graviditet:**

De må kun tage Aspirin under graviditet efter lægens anvisning.

#### Dosering

Såfremt lægen ikke har ordineret andet, anbefales følgende:

#### Smerterstillende og febernedsættende:

Voksne: 1-2 tabletter højst 4 gange daglig.  
Børn over 2 år: 50 mg/kg i døgnet fordelt på 2-3 doser i højst 2 døg.

#### Ved gigttilfælde:

Voksne: 6-8 tabletter daglig fordelt på 2-3 doser.  
Børn: 50-100 mg/kg i døgnet.

Hvis smerterne varer ud over en uge, bør lægen spørges til råds.

#### Brugeranvisning

Tabletten synkes hele med et glas vand eller opslæmmes i en smule vand, hvorpå der eftersvyles.

#### Har De taget for meget Aspirin?

Kontakt lægen, skadestuen eller apoteket, hvis De har taget mere Aspirin, end der står i denne information, eller mere end lægen har foreskrevet.

Farlig dosis: Voksne: 150 mg/kg. Børn: 100 mg/kg.

Symptomer: Svimmelhed, hovedsættelse og nresusen.

Sved. Højt Hæftigt vejrtrækning (hyperventilation).

Mavesmerter. Kvalme. Opkastning, ofte blodtilblandet.

Blødningstendens. Risiko for hjertepumpesvigt. I sjældne tilfælde lungeødem.



Aspirin kan som al anden medicin give bivirkninger.

#### Alvorlige bivirkninger:

Sjældne bivirkninger (forekommer hos mellem 1 og 10 ud af 10.000 behandlede):

- Overfølsomhedsreaktioner som hududslæt og åndedrætsbesvær med astmalignende symptomer.
- Blødende sår i mave-tarm-kanalen eventuelt med perforering.

Meget sjældne bivirkninger (forekommer hos færre end 1 ud af 10.000 behandlede):

- Forværret blodudskillelse i mave-tarm-kanalen, som kan føre til blodmangel.
- Alvorlige hudreaktioner, sænkning af blodsukkerkoncentration samt påvirkning af lever- og nyrefunktion er meget sjældent set.

#### Ikke alvorlige bivirkninger:

Almindelige bivirkninger (forekommer hos mellem 1 og 10 ud af 100 behandlede):

- Gener i mave-tarm-kanalen som f.eks. kvalme, opkastning og diarré.

- Oget risiko for mindre blodninger i mave-tarm-kanalen.

Ikke almindelige bivirkninger (forekommer hos mellem 1 og 10 ud af 1.000 behandlede):

- Udvidning af sår i mave-tarm-kanal.

Fortæl læge eller apotek, hvis De får andre bivirkninger end dem, der står her, så bivirkningerne kan blive indberettet til Lægemiddelstyrelsen, og viden om bivirkninger kan blive bedre.

Fortæl læge eller apotek, hvis De får bivirkninger, der bliver ved og er generende. Nogle bivirkninger kan kræve behandling.

Patienter eller pårørende kan også indberette bivirkninger direkte til Lægemiddelstyrelsen.

De finder skema og vejledning under bivirkninger på Lægemiddelstyrelsens hjemmeside: <http://www.laegemiddelstyrelsen.dk/>

Ophøvr Aspirin utilgængeligt for børn.

Opbevar Aspirin i original emballage, da lægemidlet er følsomt over for fugt.

Anvend ikke Aspirin efter den udløbsdato, som er angivet på pakningen.

#### Pakninger på markedet:

Aspirin tabletter, 500 mg 10 stk.  
Aspirin tabletter, 500 mg 20 stk.  
Aspirin tabletter, 500 mg 50 stk.

Afløber altid eventuelle medicinrestor på apoteket.

Revideret marts 2005

Bayer

# **Nicholas Hall's SUCCESS SURVEY**

## **50 Strategic Case Studies: The World's OTC Master Brands**

### **Aspirin**

# Nicholas Hall's SUCCESS SURVEY

## 50 Strategic Case Studies: The World's OTC Master Brands

### Aspirin

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# Aspirin

## At-a-glance guide:

**Category:** OTC systemic analgesics, OTC systemic cold & flu remedies

**Description:** ASA-based range variously positioned for general pain relief, as a cold remedy and for cardiovascular health

**Principal ingredient:** acetylsalicylic acid / ASA – known as aspirin

**Launch date & market:** 1899, Germany

**Status:** mainly OTC, pharmacy and mass market

**Global OTC ranking 2001:** No. 2 analgesic, No. 4 overall

**Major markets:** Western Europe, North America and Latin America (90%)

**Marketer:** Bayer in the US, Europe and Latin America; co-marketed by Bayer Yakuhin and Meiji Seika in Japan; local agents in parts of Asia and Africa

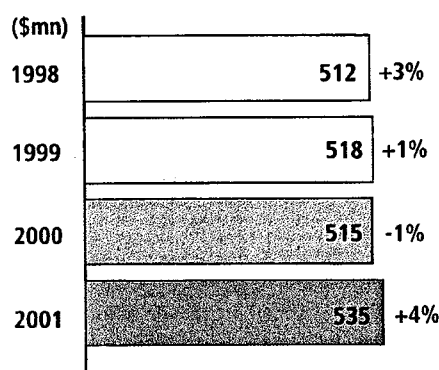
**Owner:** Bayer AG, 51368, Leverkusen, Germany

**Brand names & major presentations:** Aspirin, Aspirina, Bayer Aspirin, Bayaspirin, Bayaspirina, Aspirin + C, Aspirina C, Aspirina + C, Bayaspirina C, Aspirina Buffered, Aspirin

### Key features

- Available for over a century, Aspirin is one of the world's best known analgesic brands with widespread global coverage
- As well as being a leading systemic analgesics player, Bayer has established a significant presence in systemic cold & flu remedies with Aspirin + C
- The increasing availability and competition offered by other systemic analgesic ingredients such as paracetamol and ibuprofen has forced Bayer to pursue further development of Aspirin
- Safety concerns affecting Aspirin, such as possible links with Reye's syndrome in children and GI side-effects, have also been a key element in new product development
- Since the late 1990s Aspirin has been repositioned as a general pain reliever and aid to well-being rather than just a headache remedy
- Segmentation, including new presentations and new indications, is a key means of driving growth; the cardiovascular benefit offered by its low-dose presentation is particularly important

### Aspirin: OTC global sales 1998-2001



Source: Nicholas Hall Reports based on **DB6 2002** (MSP)

Direct, Direkt, Aspirina Masticable, Aspirina Rapida, Aspirin Forte, Aspirina Infantil, Aspirina para Niños, Aspirin Migraine, Migräne, Migraspirina, Aspirin Protect, Protekt, Cardioaspirina, Aspirin Regimen Bayer, Bayaspirina C Caliente, Bayaspirina Prevent, Bayer Aspirin Extra Strength, Bayer Women's Aspirin Plus Calcium, Cafiaspirina, Cafiaspirina Plus, Extra Strength Bayer Back & Body Pain



### Key developments

|      |                                                                                                                                                         |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1897 | Aspirin active produced in a pure and stable form for the first time by Dr Felix Hoffmann                                                               |
| 1899 | Aspirin first launched as 500mg tablets in Germany                                                                                                      |
| 1918 | Aspirin trademark confiscated in France, the US and UK as war reparations                                                                               |
| 1925 | Aspirin widely used during flu epidemics across Europe                                                                                                  |
| 1971 | Aspirin + C first introduced in Germany                                                                                                                 |
| 1992 | Aspirin Direct (coated chewable presentation) launched in Germany                                                                                       |
| 1994 | Acquisition of Bayer Aspirin, the rights to the Aspirin brand name and the Bayer cross from SmithKline Beecham (previously Sterling Winthrop) in the US |
| 1997 | Bayer acquired the rights to distribute and manufacture Aspirine du Rhône in France from Rhône-Poulenc Rorer                                            |
| 2000 | FDA recognition of Aspirin's role in heart health                                                                                                       |
| 2000 | Launch of Aspirin Migräne in Germany                                                                                                                    |
| 2001 | FDA approval of Aspirin Migraine in the US, launch likely in 2003                                                                                       |
| 2002 | Launch in the US of Bayer Women's Aspirin Plus Calcium and Extra Strength Bayer Back & Body Pain                                                        |

### Aspirin: top 5 OTC markets 2001

|           | \$mn | Systemic analgesics<br>category ranking | %* |
|-----------|------|-----------------------------------------|----|
| US        | 155  | 6                                       | 6  |
| Germany   | 81   | 2                                       | 10 |
| Argentina | 59   | 1                                       | 57 |
| Spain     | 42   | 1                                       | 30 |
| Italy     | 24   | 3                                       | 10 |

\*share of total systemic analgesics sales in each market  
Source: Nicholas Hall Reports based on DB6 2002 (MSP)

### Leading presentations

#### Systemic analgesics:

Aspirin 500mg tablets (ASA 500mg)

Aspirin Direct / Direkt / Aspirina Masticable / Aspirina Rapida (ASA 500mg, chewable)

Aspirin Migraine / Migräne / Migraspirina (ASA 500mg effervescent)

Aspirin Forte / Cafiaspirina / Cafiaspirina Plus (ASA 500mg + caffeine 50mg)

#### Systemic cold & flu remedies:

Aspirin + C / Aspirina C / Bayaspirina C (ASA 400mg + ascorbic acid 240mg)

Aspirina C Caliente / Bayaspirina C (hot drink presentation)

Aspirina Complex (ASA 500mg + chlorpheniramine 1.41mg + phenylephrine 8.21mg)

#### Positioned for cardiovascular benefit:

Aspirin Protect / Cardioaspirina (ASA 100mg, enteric), Bayaspirina Prevent (ASA 100mg)

*continued*

*continued*

**US range:**

Original Bayer Aspirin (ASA 325mg)

Regimen Bayer Adult Low Strength 81mg (ASA 81mg, enteric)

Aspirin Regimen Bayer Adult Low Strength 81mg with Calcium (ASA 81mg + calcium carbonate 250mg, enteric)

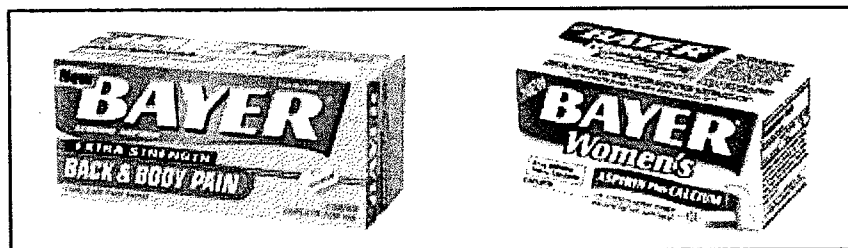
Aspirin Regimen Bayer Regular Strength Aspirin (ASA 325mg, enteric)

Aspirin Regimen Bayer Children's Chewable Aspirin (ASA 81mg, enteric, chewable)

Extra Strength Bayer caplets (ASA 500 mg)

Extra Strength Bayer Back & Body Pain (ASA 500mg + caffeine 32.5mg)

Bayer Women's Aspirin Plus Calcium caplets (ASA 81mg + calcium 300mg)



*New presentations in the US*

**Aspirin: OTC sales split 2001**

|                              | \$mn | %   | 2001/00 |
|------------------------------|------|-----|---------|
| Systemic analgesics          | 410  | 76  | 105     |
| Systemic cold & flu remedies | 116  | 22  | 99      |
| Others                       | 9    | 2   | 111     |
| Total                        | 535  | 100 | 104     |

*Source: Nicholas Hall Reports based on DB6 2002 (MSP)*

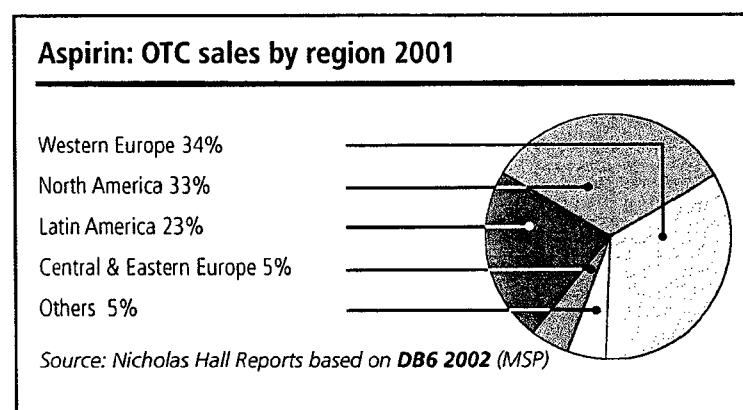
Systemic analgesics form by far the largest proportion of Aspirin's OTC turnover. However, since its introduction at the beginning of the 1970s, Aspirin + C has built a significant presence in systemic cold & flu remedies, particularly in Western Europe and Latin America. In general, Aspirin is contraindicated for use in children, owing to links with Reye's syndrome. Although paediatric presentations are available in the US and selected Latin American markets.

Strong competition has forced Bayer to develop an innovative strategy for Aspirin, constantly extending the brand and finding new indications. The discovery of the cardiovascular benefits of low-dose Aspirin has enabled this veteran brand to continue to grow in the fiercely competitive global analgesics market. Indications such as reducing the risk of heart attack or reduction of likelihood of death from a heart attack are a very strong premise upon which to build brand sales further. In addition, recent concerns over deep vein thrombosis (DVT) – also known as economy class syndrome – from long-haul flights has also sparked interest in Aspirin's potential role as a preventive therapy.

Bayer's strategy of innovative line extension is likely to move the brand into new niche segments, as the 2002 launch of Bayer Women's Aspirin Plus Calcium in the US demonstrates. Not only is this new launch the first gender-specific Aspirin line extension, it also represents a foray into calcium supplements.

## Regional analysis

- Aspirin has widespread global coverage, but more than two-thirds of sales are generated in the core markets of North America and Western Europe
- The brand has established a presence in many emerging markets, with Latin America representing by far its greatest success
- Bayer has implemented a strategy of innovative line extensions in both core and emerging markets
- The systemic cold & flu remedy, Aspirin + C, has played a significant role in building a presence in emerging markets
- Bayer has made use of local partners in Asia and Africa
- Bayer has developed a global strategy for the brand, which maximises the strength of the brand name while taking into account regional differences, but the US is still to be harmonised into this strategy



## Western Europe

- The analgesics market is mature and has shown little growth since the late 1990s
- Germany is Aspirin's most significant market in the region, but its sales have been hit by strong competition in a highly-fragmented systemic analgesics category
- Aspirine du Rhône has only a minor presence in France and Bayer Aspirin is not available in the UK

## Germany

This is the largest market for Aspirin in the region and is also the brand's home. The best-selling presentation is Aspirin + C, which leads systemic cold & flu remedies, accounting for one-third of overall sales. However, the brand showed a slight decline in 2001, while main rivals, Grippostad C (Stada) and Wick Medinait (Procter & Gamble), both recorded an increase.

Aspirin ranked second in systemic analgesics in 2001, behind Thomapyrin. Systemic analgesics is tightly contested, with little in terms of market share between the top four brands. Overall sales declined by 1% in 2001, with Aspirin sales showing a similar drop.

A maximum daily dose of 660mg naproxen was approved for Rx-to-OTC switch at the beginning of 2002. The latter enabled the OTC switch of Aleve (Roche) in April 2002, increasing the pressure in an already fragmented and competitive environment.

#### Germany: OTC systemic analgesic shares 2001

| MSP                                         | %         |
|---------------------------------------------|-----------|
| Thomapyrin (Boehringer Ingelheim)           | 11        |
| <b>Aspirin (Bayer)</b>                      | <b>10</b> |
| Wobenzym (Mucos)                            | 9         |
| Dolormin (Woelm J&J•Merck)                  | 9         |
| Paracetamol-Ratiopharm (Ratiopharm/Merckle) | 5         |
| Others                                      | 56        |

Source: Nicholas Hall Reports based on **DB6 2002**

### Spain

#### Spain: OTC systemic analgesic shares 2001

| MSP                               | %         |
|-----------------------------------|-----------|
| <b>Aspirina (Bayer)</b>           | <b>28</b> |
| Gelocatil (Gelos)                 | 19        |
| Termalgin (Novartis)              | 11        |
| Efferalgan (Bristol-Myers Squibb) | 10        |
| Others                            | 32        |

Source: Nicholas Hall Reports based on **DB6 2002**

Aspirina led the \$100mn Spanish systemic analgesics category in 2001. It is the only OTC brand among the top tier; Efferalgan and Gelocatil are semi-ethical. Aspirina was promoted by television advertising, which focused on the different indications of the 500mg presentations in a bid to position the brand as more than just a headache remedy. In addition, the chewable presentation, Aspirina Masticable (known in most other markets as Aspirin Direct / Direkt), was relaunched in early 2001 with new packaging and radio and TV support. The brand also performs well in systemic cold & flu remedies where combined sales of Aspirina + C and Aspirina Complex – reformulated with phenylephrine to replace PPA – top the category.

### Italy

As a pure OTC, Aspirina may be advertised to consumers. In April 2001, Bayer launched the chewable tablet Aspirina Rapida supported by trade press advertising, "Aspirina Rapida: In pole position against headaches." Aspirina C leads systemic cold & flu remedies with around 40% of sales.

#### Italy: OTC systemic analgesic shares 2001

| MSP                     | %         |
|-------------------------|-----------|
| Moment (Angelini)       | 25        |
| Tachipirina (Angelini)  | 24        |
| <b>Aspirina (Bayer)</b> | <b>10</b> |
| Saridon (Roche)         | 4         |
| Momendol (Angelini)     | 4         |
| Others                  | 33        |

Source: Nicholas Hall Reports based on **DB6 2002**

### Rest of the region

Aspirine du Rhône is a relatively minor player in the \$447mn French systemic analgesics category with sales of nearly \$6mn in 2001. It was only in 1997 that Bayer acquired the rights to manufacture and distribute Aspirine du Rhône in France from Rhône-Poulenc Rorer (now Aventis). Bayer Aspirin is still not present in the UK, following the confiscation of the trademark during the First World War.

Aspirin maintains a smaller presence in a large number of Western European markets including Austria, Belgium, Finland, Greece, Ireland, the Netherlands, Portugal (Migraspirina launched in late 2002), Sweden and Switzerland.

## North America

- The brand saw an upturn in performance in the late 1990s after being reacquired by Bayer
- Growth has been driven primarily by low-dose aspirin benefits for cardiovascular health

### US

As in Western Europe, the rights to the Aspirin trademark were confiscated during the First World War, and Bayer only re-established ownership in 1994. The brand has not yet been brought into line with global strategy, with Bayer concentrating on improving its performance and building a presence in niche segments.

The US represents Aspirin's largest market, and the brand ranks among the top tier of systemic analgesics, taking sixth place. While the category continued its pattern of decline in 2001, falling by 2%, Aspirin posted growth of 2%, driven by its links to cardiovascular health. Among the other leading brands, Tylenol, Advil and Excedrin all saw a decline in sales. Meanwhile, Motrin and Aleve, marketed by a Bayer-Roche joint-venture, also bucked the downward trend in 2001.

However, sources indicate that Bayer Aspirin registered a decline in 2002, owing mainly to increased pressure from McNeil's St Joseph brand – relaunched in 2001 – positioned for cardiovascular benefit. While ASA is not indicated for OTC cardiovascular use in the US, this is an indication that Bayer is likely to want to pursue.

#### US: OTC systemic analgesic shares 2001

| MSP                             | %        |
|---------------------------------|----------|
| Tylenol (McNeil/J&J)            | 27       |
| Advil (Wyeth)                   | 15       |
| Motrin (McNeil/J&J)             | 7        |
| Excedrin (Bristol-Myers Squibb) | 7        |
| Aleve (Bayer-Roche j-v)         | 7        |
| <b>Bayer Aspirin (Bayer)</b>    | <b>6</b> |
| Others                          | 31       |

Source: Nicholas Hall Reports based on **DB6 2002**

In 2002, McNeil – which acquired the St Joseph brand from Schering-Plough in 2000 – was obliged to modify its advertising campaign for St Joseph's 81mg aspirin following complaints made by Bayer. Bayer alleged that McNeil's claim that any dosage of aspirin over 81mg poses a safety concern was misleading and was itself potentially damaging to consumer health.

The Bayer Aspirin range incorporates Original Bayer Aspirin, Aspirin Regimen Bayer and Extra Strength Bayer Caplets. Bayer has been building the Aspirin portfolio in the US with line extensions which take it into new niches and which segment the brand effectively. In early 2002, Bayer launched a new line extension aimed at women, Bayer Women's Aspirin Plus Calcium (ASA 81mg + calcium 300mg), positioned to help fight heart disease and osteoporosis. In mid-2002, Extra Strength Bayer Back & Body Pain (ASA 500mg + caffeine 32.5mg) was launched, supported by TV ads bearing the tagline, "Move again, pain free." The company is also preparing to launch Extra Strength Aspirin for Migraine Pain, an indication which was approved by the FDA in late 2001.

### Canada

In Canada, Aspirin grew by 16% to reach just under \$20mn in 2001. It ranked third in systemic analgesics, behind Tylenol and Advil. As in the US, the cardiovascular benefits of Aspirin have been a growth driver. In July 2001, Health

Canada approved Bayer Aspirin for the Rx indication of reducing the risk of death by up to 25% during a heart attack. In 2002, Health Canada also approved 523mg and 81mg Aspirin tablets for reducing the risk of first, non-fatal heart attack in individuals deemed at risk of such an event. Sources indicate that sales in 2002 have outpaced overall category growth.

## Latin America

- While Aspirin has been highly successful in the region, economic difficulties in the market make growth uncertain
- Aspirin's most successful market is Argentina where it dominates both the systemic analgesics and cold & flu remedies categories
- Mexico and Brazil also represent significant markets for Aspirin
- Bayer is seeking to create niche segments and differentiate its brands from the competition through line extension

## Argentina

Aspirin dominates systemic analgesics sales with Bayaspirina, Aspirinetas and Cafiaspirina. Bayaspirina leads with a 36% share of the \$76mn category; Aspirinetas and Cafiaspirina bring the range's overall share of the market to well above 50%. In 2001, Bayer extended the lines further with the launch of extra-strength presentations, Cafiaspirina Plus and Bayaspirina Forte. In addition, September 2001 saw the launch of Bayaspirina Prevent, which is positioned to prevent heart disease.

### Argentina: OTC systemic analgesic shares 2001

| MSP                          | %         |
|------------------------------|-----------|
| <b>Bayaspirina (Bayer)</b>   | <b>36</b> |
| <b>Aspirinetas (Bayer)</b>   | <b>11</b> |
| Ibu-Evanol (GlaxoSmithKline) | 11        |
| <b>Cafiaspirina (Bayer)</b>  | <b>10</b> |
| Others                       | 32        |

Source: Nicholas Hall Reports based on **DB6 2002**

Bayaspirina C led systemic cold & flu remedies with OTC sales of \$16mn, representing a 57% share. In 2001, Bayer extended the line with the launch of hot drink presentation Bayaspirina C Caliente and a fruit-flavoured presentation, Frutilla. Hot drink presentations of cold & flu remedies have become increasingly popular in the region, with several marketers introducing such formats.

## Mexico

In Mexico, Aspirina ranks among the top three players in systemic analgesics. The brand claimed a 19% share of the \$96mn category in 2001, including sales of Cafiaspirina. Unlike in Argentina and Brazil, Aspirin does not feature in systemic cold & flu remedies, where Bayer has strong representation instead with Tabcin.

In addition to the very popular original 500mg presentation, Aspirina incorporates Aspirina Infantil (paediatric), Aspirina Protect (managed by the pharma division and effectively Rx), Cafiaspirina and Aspirina Masticable (a chewable format launched in 2001, known in most other markets as Aspirin Direct / Direkt).

## Brazil

In Brazil, Aspirina is ranked sixth in the \$218mn systemic analgesics category, with sales of \$11mn, despite being the most heavily advertised analgesic. It has struggled to increase its sales in a category led by paracetamol-based Tylenol, with metamizole (dipyrone)-based brands also performing well. Aspirina C put in a similar performance, ranked fifth in the \$55mn systemic cold & flu remedies category with a 12% share. In response to the relaunch of Boehringer Ingelheim's Anador with two different presentations focusing on headache and back pain, Bayer also targeted sufferers of back pain with Aspirina.

## Rest of the region

Bayer has launched a number of line extensions elsewhere in the region. The hot drink presentation, Aspirina C Caliente, was introduced in Paraguay; Aspirina Forte was rolled out in El Salvador; Aspirina Direkt was launched in Colombia and Uruguay; while Cafiaspirina Plus has also made an appearance in Uruguay.

## Central & Eastern Europe

- Aspirin has a region-wide presence, with Aspirin + C presentations accounting for a significant proportion of brand turnover
- Poland is by far the largest market for Aspirin in the region
- Aspirin's sales in Russia – once on a par with Poland – suffered in the wake of the 1998 financial crisis

## Poland

Aspirin recorded a small single-digit share of the \$81mn systemic analgesics category in 2001. However, Bayer Aspirin C is a key player in systemic cold & flu remedies.

Bayer markets three key Aspirin presentations: Aspirin 325, Aspirin 0.5 (500mg) and buffered Aspirin Migraine. All are priced at the premium end of the market. Aspirin 325 was launched in the mass market in late 2000 and has recorded steady single-digit growth. Aspirin Migraine was launched in mid-2002, supported by consumer and professional advertising and is restricted to pharmacy sale. The specific positioning of this line extension for migraine sufferers could help Bayer to defend the brand from sales decline in the ASA segment. Bayer relaunched Aspirin Protect 100 in 2000 with a TV campaign aimed at educating consumer about cardiovascular health issues. The tagline was "Listen to your heart."

## Rest of the region

Bayer Aspirin is the leading ASA-only presentation in the Hungarian OTC market, with no major rival in the segment. The dereimbursement of all but a small handful of Slovenian systemic analgesics in 2000 has had a significant effect. As well as favouring local companies, dereimbursement has challenged the traditionally ASA-based market, with paracetamol recently becoming the number-one active ingredient. This situation has been compounded by negative publicity surrounding the GI side-effects of ASA. Bayer Aspirin is clearly suffering from the advance of paracetamol;

despite holding a 20% share in 2001; this was down on 2000 and sources indicate that it has lost share in 2002. Paracetamol-based analgesics have also mounted a considerable attack on traditionally popular ASA-based presentations in Croatia.

Sales of Aspirin in Russia tumbled following the economic crisis and have yet to recover to anything near their previous level. Aspirin, along with Saridon (Roche) and Nurofen (Boots), are generally premium-priced and tend to generate their sales in urban areas of Western Russia.

## Rest of the world

Aspirin has a small presence in a number of Asian countries. Bayaspirin was launched in China in 1994, which is now one of Aspirin's more significant markets in the region, although sales remain relatively limited. However, Bayer is committed to developing its business within China and doubling overall sales by 2010. In Japan, the brand has been available for many years (the Aspirin trademark in roman script was registered as early as 1900). Potential growth opportunities prompted the relaunch of Bayer Aspirin by Bayer Yakuhin in 2001.

In the Middle East, Turkey is the most significant market followed by Saudi Arabia.

## Strategy

Aspirin has a long-established reputation as a pain reliever and means of reducing fever but this in itself has not been enough to ensure the continued success of the brand. Competition from other ingredients, particularly paracetamol and ibuprofen, the genericisation of ASA itself, and concerns over safety have all posed serious threats to brand equity.

In the face of these threats, Bayer has adopted a global strategy of line extensions and new indications to make the brand appeal to as many consumers as possible. This has seen the brand move into new niche segments in addition to its core positioning as a systemic analgesic, becoming a major player in the systemic cold & flu remedies category and, in 2002, moving into a new area with an analgesic / calcium supplement combination targeting women.

An important element of Bayer's global strategy is the use of the Aspirin and Aspirina trademarks, sometimes in conjunction with the Bayer name, and standard elements of packaging. This is important given that ASA has been widely genericised, following the confiscation of the trademark in the First World War. The exception is Germany, where Bayer has managed to protect its brand and ensure that no other acetylsalicylic acid brands refer to the ingredient as "aspirin".

However, while Bayer has adopted a global approach to marketing the Aspirin franchise, the company has also recognised the importance of adapting the brand to local needs where necessary. Hence there are differences in names and presentations and minor differences in packaging to cater for local preferences.



The major exception to Bayer's global strategy is the US, where the brand was acquired from SmithKline Beecham (which had in turn purchased the brand as part of Sterling Health) only in 1994. Bayer has focused on turning around Aspirin's poor performance in the US, rather than harmonising it with the global image. The company has done this by dropping unsuccessful lines and relaunching Bayer Enteric as Aspirin Regimen Bayer, positioned for heart health. The cardiovascular benefit positioning has been an extremely important element in Aspirin's rejuvenation in the US.

However, global strategy could be influenced by a restructuring of Bayer, following problems with the company as a whole. In 2002, the chairman admitted that the company was searching for a partner and any changes are likely to have an effect on the OTC business.

### Development of the brand

The brand has moved away from the positioning of the original 500mg presentation as primarily a headache remedy and attempted instead to position it as general pain reliever with a variety of indications.

In particular, since the discovery of aspirin's properties as a platelet aggregation inhibitor, which means that the ingredient has the potential to reduce the risk of a heart attack, the role of low-dose aspirin in cardiovascular health has been strongly promoted.

While widening the appeal of the original Aspirin presentation, Bayer has also launched a range of line extensions in an attempt to satisfy consumer needs. These include Aspirin Migraine, extra-strength presentations, chewable presentations and low-dose Aspirin. Bayer has also addressed regional differences in its line extensions, for example launching a hot drink presentation of Aspirina + C in Latin America in response to consumer preferences.

Bayer has also addressed safety concerns including possible links with Reye's syndrome in children, which the company has incorporated into warnings. Another major concern has been GI side-effects associated with ASA use. The chewable presentation, Aspirin Direkt, launched in 1992, is coated with calcium carbonate in order to prevent stomach problems. Other presentations also benefit from enteric coating.

Aspirin has been the subject of scrutiny in many areas, with some studies questioning the safety of using ASA for the prevention of heart disease. However, its role in cardio health appears to have been largely accepted, with the benefits being seen to outweigh the risks.

Investment in research is a vital element in the success of Aspirin, opening up new opportunities such as its role in heart health and the possible prevention of DVT caused by "economy class syndrome". A study published in the US in early 2002 indicated a possible further benefit, linking ASA with lower levels of prostate cancer, which may provide Bayer with another new indication in the future. There are also studies that indicate possible benefits of the ingredient for other conditions including Alzheimer's and Chagas disease.

## Distribution

Many presentations of Aspirin are widely available in both pharmacies and the mass market. Some presentations, such as Aspirina Protect in Mexico, adopt a more ethical positioning.

## Advertising & promotion

In terms of A+P, since the late 1990s there has been a strong focus on the repositioning of the original 500mg presentation as a general pain reliever. For example, in Spain it was promoted with the tagline, "Discover all it can do for you" and in Colombia with the message, "Not just for headaches." In the US, the emphasis is firmly on its potential life-saving properties, with its website declaring, "Take it for pain. Take it for life." A similar message was promoted in Uruguay in late 2001, "Aspirin is the only analgesic that can save lives." Also in Uruguay, a TV campaign featured four well-known local personalities talking about the different benefits of Aspirin.

Aspirin is a premium-priced brand that relies heavily on its long reputation as a pain reliever. The promotion of the original presentation as having a variety of indications has enabled Bayer to use new line extensions to target more specific segments. In Italy, for example, A+P for Aspirina Rapida, a new chewable tablet, focused on its efficacy against headaches, with the tagline, "In pole position against headaches".

Bayer's approach in the US capitalises on the opportunity for comparative advertising. Adverts for Extra Strength Bayer Aspirin claim it is as effective as prescription Tylenol with codeine, and in 2001 this claim was upheld by an advertising standards agency. Sources indicate that adspend for Bayer Aspirin in the US in 2002 was around \$34mn, compared with \$83mn for the leading brand, Tylenol. However, a battle with St Joseph (McNeil) for the heart health market has seen both players turn to the courts over comparative campaigns.

A+P in Mexico gives an indication of the broad range of media used to market Aspirin: satellite and regional TV ads, radio, at bus stops, in print ads and on telephone cards.

## Prospects

The possible restructuring of Bayer may lead to changes in the handling of the OTC business.

While Aspirin's role in heart health will form a key element in its global growth, Bayer will continue to seek new indications, which may include lowering the risk of prostate cancer and helping in the treatment of diseases such as Alzheimer's.

The 2002 launch of an ASA + calcium line extension in the US was a bold move and a clear indication that Bayer intends to extend into new niche segments. The unique nature of the US range is likely to be retained, rather than bringing it into line with global strategy.

In late 2002, an FDA advisory committee approved Bristol-Myers Squibb's proposal to combine its Rx cholesterol-lowering drug, Pravachol (pravastatin), with ASA for patients with high cholesterol who had suffered a heart attack or other cardiac problem. This is perhaps another niche in which Bayer may be able to extend the Aspirin franchise.

The success of Aspirin and Aspirina in Latin America is likely to drive Bayer to develop further its presence in other emerging markets, particularly in Central & Eastern Europe and Asia.

Bayer's policy of innovation, careful targeting and strong A+P support should ensure the continued success of this veteran brand.



OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
(TRADE MARKS AND DESIGNS)  
Opposition Division

Bilag 4a  
Bilde Schou A/S

**DECISION No 339/2003  
of 14/02/2003  
RULING ON OPPOSITION No B 438 079**

**Opponent:** Bayer Aktiengesellschaft  
KB-RP Markenschutz  
Herrn Claßen  
51368 Leverkusen  
Germany

**Trade mark:** ASPIRIN

*against*

**Applicant:** Vast Gem International Co., Ltd.  
10F-2, N° 88, Sec. 1, Fuchyan Road  
Tainan  
Taiwan

**Representative:** Bureau D.A. Casalonga-Josse  
Avenida Maisonnave. 41-4C  
03003 Alicante  
Spain

**Contested application:**



**THE OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
(TRADE MARKS AND DESIGNS)**

**I. FACTS AND PROCEDURE**

On 14/12/2000 the applicant filed application No 2 006 948 to register the sign "ASPIRING" shown on the first page of this decision as a trade mark in class 3.

The application was published in Community Trade Marks Bulletin No 58/2001 of 02/07/2001.

On 24/09/2001 the opponent filed a notice of opposition to the application.

The opposition is based on the following earlier right:

German trade mark registration No 36 433 of the word mark "ASPIRIN". It was filed on 01/02/1899, registered on 06/03/1899 and subsequently duly renewed for a *pharmaceutical product* in class 5. The opponent claims that this mark is well-known in Germany.

The opponent has proved it is the current owner of the registered mark by filing appropriate evidence.

The opponent bases its opposition on all the goods which are covered by its trade mark.

The opponent directs its opposition against all the goods of the application:

*cosmetics, perfumes, lipsticks* in class 3.

The grounds of the opposition are those laid down in Article 8(1)(b) of Council Regulation (EC) No 40/94 of 20 December 1993 on the Community trade mark ("CTMR") (OJ OHIM 1/95, p. 53).

The applicant was notified of the opposition on 06/11/2001.

English was established as the language of the proceedings.

The adversarial part of the proceedings began on 07/01/2002.

Both parties filed observations and evidence within the time limits given by the Office.

The Office considers that it has sufficient information and will now decide on the opposition.

## II. ARGUMENTS OF THE PARTIES

The opponent claims that its trade mark "ASPIRIN" is a very old and extremely well known mark, which was registered as far back as 6 March 1899 and has been valid in law ever since. The opponent filed evidence aimed at proving the well-known character of its mark and concludes that, bearing in mind the above, there is a likelihood of confusion on the market between the signs in dispute due to the fact that they are nearly identical and cover similar products.

In reply the applicant argues as follows:

- The overall impression of the marks is different. In particular, they are visually and conceptually dissimilar.
- The earlier mark has become a generic term for acetylsalicylic acid. In order to support this claim, the applicant submitted some extracts from some online and paper English, Spanish and French dictionaries.
- The conflicting goods are clearly dissimilar.

Finally, the applicant interpretes that the opponent also claimed the grounds laid down in Article 8(5) CTMR and, in this respect, the applicant states that although the opponent has provided evidence of the reputation of its mark in Germany, it has failed to demonstrate how the use of the applicant's mark for completely different goods would take unfair advantage of, or be detrimental to, the distinctive character or repute of its mark.

The opponent contests the applicant's argument and reiterates its claim of likelihood of confusion.

## III. DECISION

### A. ON THE ADMISSIBILITY OF THE OPPOSITION

The opposition fee has been paid in accordance with the Regulation.

The opposition has been entered within the prescribed time limit, form and conditions.

Consequently, the opposition is admissible.

## B. ON THE SUBSTANCE

### 1. Likelihood of confusion

According to Article 8(1)(b) CTMR, upon opposition by the proprietor of an earlier trade mark, the trade mark applied for shall not be registered "if because of its identity with or similarity to the earlier trade mark and the identity or similarity of the goods or services covered by the trade marks there exists a likelihood of confusion on the part of the public in the territory in which the earlier trade mark is protected; the likelihood of confusion includes the likelihood of association with the earlier trade mark".

According to the seventh recital of the CTMR, "an interpretation should be given of the concept of similarity in relation to the likelihood of confusion; ... the appreciation [of the likelihood of confusion] ... depends on numerous elements and, in particular, on the recognition of the trade mark on the market, the association which can be made with the used or registered sign, the degree of similarity between the trade mark and the sign and between the goods or services identified".

#### a) Well-known character of the earlier mark "ASPIRIN"

The opponent has claimed that its mark "ASPIRIN" is well-known in Germany.

This claim must be assessed on a preliminary basis, as it must be established whether the alleged well-known character of the earlier trade mark would give it a higher than normal distinctiveness which might affect the evaluation of the likelihood of confusion.

In fact, it will be taken into account, as the Court of Justice has held, that "the distinctive character of the earlier mark, and in particular its reputation, must be taken into account when determining whether the similarity between the goods and services... is enough to give rise to the likelihood of confusion" (see Judgment of the Court of Justice of 29/09/1998 in case C39/97, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc.* OJ OHIM 12/98, p.1419, paragraph 24).

The opponent had to prove that its trade mark was well-known at the moment of the filing of the contested CTM application, that is on 14/12/2000, in accordance with Article 8(2)(c) CTMR.

The criteria which are usually applied in the evaluation of the reputation of a mark in accordance with Article 8(5) CTMR are equally relevant in the assessment of the alleged well-known character of the sign. In making the assessment of the degree of reputation of a trade mark, account should be taken of various factors, in particular, the market share held by the trade mark, the intensity, geographical extent and duration of its use, and the size of the investment made by the undertaking in promoting the mark

(see Judgment of the Court of Justice, Case C-375/97, *General Motors v Yplon S.A.* [1999] OJ OHIM 11/99, p. 1483, paragraph 27).

The opponent submitted the following material:

- i) Copies of English transcripts of two German Federal Patent Court decisions, taken in cases *ASPIRIN / ASPIRANGE* and *ASPIRIN / ASPILYOC* respectively. The former confirmed the unregistrability of the mark *ASPIRANGE* by a third party for pharmaceutical products due to the likelihood of confusion with the opponent's prior mark *ASPIRIN*. The second decision partially upheld the opponent's appeal aimed at denying protection for the mark *ASPYLOC* of the counterpart as regards identical products, namely analgesics, whereas it stated that confusion was unlikely for the remaining products, included similar ones. These decisions both refer to the opponent's mark as an "extremely well-known trade mark". In particular, the first decision states that it is "a very old and extremely well-known brand among analgesics and indisputably ranks among the most famous brands in the world" and the second one declares that the opponent's mark "has been used over an unusually long period and particularly intensively".
- ii) A copy of a table containing the results of a market survey which was carried out in Germany in 1999 by an independent research institute. This study is based on around thousand interviews with consumers. The result was that almost 100% of the people interviewed know the mark "ASPIRIN" and almost 85% know that "ASPIRIN" is a product of the opponent. The opponent also submitted copies of analogous surveys carried out in 2000 in Italy and Spain which led to similar results.
- iii) An extract from the opponent's Internet website where the history of the product "ASPIRIN", dating back to the year 1897, is mentioned. Reference is further made to some popular events which were linked for some reasons to the opponent's trade mark.

It is interesting to note that the applicant has not disputed the veracity of the evidential material filed by the opponent and has not contested the well-known character of the mark "ASPIRIN".

Bearing in mind the above, an overall assessment of the evidence provided leads the Office to conclude that, due to considerable awareness of the mark "ASPIRIN" by the German consumers, which is also recognised by the German Federal Patent Court, as well as the intensity, geographical extent and duration of its use, which can be inferred from the combined examination of the documents submitted, the sign "ASPIRIN" can be considered as well-known in Germany in relation to analgesics.

#### **b) Comparison of the signs**



The Court of Justice has held that in determining the existence of likelihood of confusion, trade marks have to be compared by making an overall assessment of the visual, phonetic and conceptual similarities between the marks. The comparison "must be based on the overall impression given by the marks, bearing in mind, in particular, their distinctive and dominant components" (see Judgment of the Court of Justice, Case C-251/95 *Sabel BV v Puma AG, Rudolf Dassler Sport* [1997] OJ OHIM 1/98, p. 91, paragraph 22 et seq.).

The signs to be compared are the following:

ASPIRIN

Earlier trade mark



CTM application

The relevant market is the German one.

The earlier sign consists of the word "ASPIRIN", whereas the contested application is a composite mark made up of the term "ASPIRING" written in capital letters with the first two letters "AS" appearing in a large special typeface.

The earlier mark is entirely contained in the applicant's sign, in which a final consonant "G" is added. For this reason they have a certain degree of visual similarity. On the other hand, the marks also show visual differences, due to the particular stylisation of the contested sign.

From a phonetic point of view, the marks in dispute are almost identical, as the final consonant "G" of the applicant's sign has a guttural sound which is hardly pronounced when it is placed at the end of a word.

Neither the word "ASPIRIN" nor "ASPIRING" has any meaning in German. The English meaning of the latter mentioned by the applicant, that is, "to seek to attain or accomplish a particular goal", is not likely to be known to the average German consumer.

As regards the applicant's claim that the earlier mark has become a generic term for acetylsalicylic acid, it should be noted that, firstly, it has not been duly supported by evidence, at least as far as Germany is concerned. In fact, the applicant submitted some extracts taken from English, Spanish and French dictionaries, but not from German ones. Furthermore, the Office points out that this claim of the applicant would be a ground for revocation of the opponent's national registration. The Office has no jurisdiction on the validity of the earlier national trade mark rights on which the opposition is based, since their validity is only subject to national jurisdiction. Therefore, the applicant should have addressed the issue (that is, revocation of the opponent's German trade mark registration) at a national level. He might then have requested a suspension of the opposition proceedings at the Office until a final national decision. For all the foregoing reasons, the applicant's arguments concerning this issue cannot be taken into consideration in this decision.

Bearing in mind the above comparison, the Office concludes that the signs in dispute give a similar overall impression.

**c) Comparison of the goods**

According to the case-law of the Court of Justice, "In assessing the similarity of the goods or services concerned ... all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, *inter alia*, their nature, their end users and their method of use and whether they are in competition with each other or are complementary" (see *Canon*, p.1419, paragraph 23).

The goods to be compared are the following:

- earlier trade mark -

*a pharmaceutical product in class 5;*

- contested application -

*cosmetics, perfumes, lipsticks in class 3.*

The applicant's goods have basically a different nature and method of use when compared with the opponent's products. They are usually sold in different outlets (perfume shops and supermarkets as opposed to pharmacies) and through different trade channels. Furthermore, they have a different purpose (to improve the appearance or give a pleasant fragrance to the body as opposed to treat a specific disease). They are not in competition with each other nor are they complementary. These goods are thus considered dissimilar.

**d) Conclusion**

The Office considers that the evidence submitted by the opponent is adequate to prove that its earlier mark "ASPIRIN" enjoys a higher than normal degree of distinctiveness due to its well-known character in Germany for the products *analgesics*.

The marks in dispute are similar overall.

However, the products covered by the marks are different. Even taking into account the well-known character of the earlier mark in relation to *analgesics*, in accordance with

the principle that "the more distinctive the earlier mark, the greater will be the likelihood of confusion" (see *Sabel*, paragraph 24), in the present case there can be no likelihood of confusion, as the similarity of the goods is an essential condition for the application of Article 8(1)(b) CTMR.

Therefore, the opposition must be rejected.

## 2. Final remark on the opponent's possible claim of Article 8(5) CTMR

According to Article 8(5) CTMR, upon opposition by the proprietor of an earlier trade mark, the trade mark applied for shall not be registered where it is identical with or similar to the earlier trade mark and is to be registered for goods or services which are not similar to those for which the earlier trade mark is registered, where the trade mark has a reputation in the Member State(s) concerned and where the use without due cause of the trade mark applied for would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier trade mark.

The applicant interpreted the opposition as claiming Article 8(5) CTMR as a further ground, and argued that the opponent failed to prove some conditions for the application of the same.

In this respect, the Office preliminary points out that this ground of opposition was not claimed by the opponent, neither in the official form of the notice of opposition nor in the attached explanations. In fact, in the official form the opponent did not tick either box 54 or 95, respectively indicating that (i) the opposition is based on an earlier registered mark with reputation and (ii) that the ground of the opposition is "unfair advantage/detriment to distinctiveness or repute". Neither did the opponent mention this ground of the opposition or quote Article 8(5) CTMR in the attached observations. Furthermore, the opponent did not claim any protection for dissimilar goods in view of the alleged reputation of its mark. It merely stated that, taking into account the well-known character of the earlier mark "ASPIRIN" as well as the similarity of the marks in dispute and of the relevant goods, confusion on the market was possible.

Therefore, the Office is not inclined to consider this further ground as validly claimed by the opponent.

Notwithstanding this, for the mere sake of clarity, it should be observed that, even if this ground were to be considered as duly claimed, it would nonetheless be rejected owing to the fact that, as the applicant correctly stated, the opponent failed to demonstrate how the use of the applicant's mark on different goods would take unfair advantage of, or be detrimental to, the distinctive character or repute of the mark "ASPIRIN".

In fact, Article 8(5) CTMR does not protect the reputation of the earlier mark as such, in the sense that it does not intend to prevent the registration of all marks identical with or similar to a mark with reputation. In addition, there must be a likelihood that use of the application without due cause would take unfair advantage of, or would be detrimental to, the distinctive character or the repute of the earlier mark. The Court confirmed this by stating that "once the condition as to the existence of reputation is fulfilled, the

examination has to proceed with the condition that the earlier mark must be detrimentally affected without due cause" (see *General Motors*, paragraph 30).

### C. COSTS

According to Article 81(1) CTMR, the losing party in opposition proceedings must bear the fees incurred by the other party, as well as all costs.

According to Rule 94(1) of Commission Regulation (EC) No 2868/95 of 13 December 1995 implementing the CTMR ("IR") (OJ OHIM 2-3/95, p. 258), the apportionment of costs is dealt with in the decision on the opposition.

Since the opponent is the losing party in the opposition proceedings, it must bear all costs incurred by the other party in the course of these proceedings.

Ausfertigung

Bilag 4b  
Buddle Schou A/S

# BUNDESPATENTGERICHT

30 W (pat) 272/96

(Aktenzeichen)

K - RP  
Markenschutz  
19.000.1.1  
EL. 1.1  
BAY.

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| <input type="checkbox"/> ERL.  |
| <input type="checkbox"/> GEPR. |

## BESCHLUSS

In der Beschwerdesache

der Bayer AG, Konzernbereich Recht, Patente/Lizenzen, Versicherungen,  
51368 Leverkusen,

Widersprechende und Beschwerdeführerin,

gegen

die LABORATOIRE L. LAFON, S. A., Maisons-Alfort (Frankreich),

Markeninhaberin und Beschwerdegegnerin,

- Verfahrensbevollmächtigte: Rechtsanwälte

Dr. Seelig und Koll., Adolfsbrücke 11, 20457 Hamburg -

betreffend die IR-Marke 604 602

hat der 30. Senat (Marken-Beschwerdesenat) des Bundespatentgerichts in der Sitzung vom 30. Juni 1997 unter Mitwirkung des Vorsitzenden Richters Bühring, des Richters Dr. Buchetmann und der Richterin Schwarz-Angele

beschlossen:

Auf die Beschwerde der Widersprechenden werden die Beschlüsse der Markenstelle für Klasse 5 bzw 5 IR des Deutschen Patentamts vom 6. Juni 1995 und vom 13. Mai 1996 aufgehoben, soweit dadurch der Widerspruch aus der Marke 36 433 auch bezüglich der Ware "produits pharmaceutiques" zurückgewiesen worden ist. Insoweit wird der IR-Marke 604 602 wegen der Gefahr von Verwechslungen mit der Marke 36 433 der Schutz in Deutschland versagt.

Im übrigen wird die Beschwerde zurückgewiesen.

Gründe

I.

Die international registrierte Marke 604 602

ASPILYOC

begehrt Schutz in Deutschland für die Waren

"5 Produits pharmaceutiques, vétérinaires, hygiéniques et diététiques à usage médical; emplâtres, matériel pour pansements; désinfectants; comprimés poreux solubles pour produits pharmaceutiques."

Widerspruch erhoben hat die Inhaberin der seit 6. März 1899 für

"ein pharmazeutisches Produkt"

eingetragenen Marke 36 433

Aspirin.

Die Markenstelle für Klasse 5 des Deutschen Patentamts hat durch Beschluß den Widerspruch zurückgewiesen. Die Erinnerung der Widersprechenden blieb ohne Erfolg.

Begründend ist im einzelnen dargelegt, die Marken seien trotz ihres gemeinsamen Anfangsbestandteils "ASPI" in der nötigen Gesamtbetrachtung so deutlich unterschiedlich, daß auch bei Berücksichtigung einer gesteigerten Kennzeichnungskraft der Widerspruchsmarke keine Verwechslungsgefahr bestehe.

Die Widersprechende hat Beschwerde erhoben und diese mit näheren Ausführungen vor allem darauf gestützt, die Widerspruchsmarke sei eine berühmte Marke, der eine ganz besondere Kennzeichnungskraft zukomme. In Anbetracht der möglichen Warenidentität werde die angegriffene Marke den danach zu stellenden besonders strengen Anforderungen an den Markenabstand

nicht gerecht. Es könne nicht ausgeschlossen werden, daß das schutzsuchende Zeichen in seinem Wortende LYOC ohne eine deutliche Pause zwischen "Y" und "O" einsilbig artikuliert werde, vor allem, wenn das Zeichen schnell ausgesprochen werde. Auch die Gefahr eines gedanklichen In-Verbindung-Bringens müsse in Betracht gezogen werden, zumal der medizinische Fachausdruck Aspiration in keinem Bezug zu Schmerzmitteln, für die die Widerspruchsmarke Verkehrsgeltung besitze, gebracht werden könne.

Die die Widersprechende beantragt,

die Beschlüsse des Deutschen Patentamts aufzuheben und der IR-Marke den Schutz zu versagen.

Die Inhaberin der angegriffenen Marke beantragt,

die Beschwerde zurückzuweisen.

Sie ist der Meinung, die Unterschiede in den beiden Marken seien nach dem gemeinsamen Wortanfang "ASPI" ausreichend deutlich. Bereits die unterschiedliche Silbenzahl führe zu einem völlig verschiedenen phonetischen Gesamteindruck. Auch sei damit zu rechnen, daß die Schlußsilbe "OC" betont oder jedenfalls mitbetont werde, so daß dadurch die Unterschiede noch hervorgehoben würden. Die Gefahr, daß die Marken miteinander gedanklich in Verbindung gebracht werden könnten, könne nicht ernsthaft in Betracht gezogen werden. Jedenfalls könne die Bekanntheit der Widerspruchsmarke nicht dazu führen, der Widersprechenden ein Monopol gegenüber jeglichen Arzneimittelmарken mit dem Anfang "Aspi" zuzuerkennen werde.

Ergänzend wird auf das schriftsätzliche Vorbringen und den Inhalt der Beschlüsse des Deutschen Patentamts Bezug genommen.



II.

Die Beschwerde der Widersprechenden hat zum Teil Erfolg. In bezug zu identischen Waren ist die Ähnlichkeit der Marken noch ausreichend, so daß unter Berücksichtigung des Schutzzumfangs der Widerspruchsmarke Verwechslungen im Sinn von MarkenG § 9 Absatz 1 Nummer 2 zu besorgen sind. Bezüglich der weiteren Waren ist dies jedoch nicht mehr der Fall.

Die Benutzung der Widerspruchsmarke ist von der Inhaberin der angegriffenen Marke nicht angesprochen. Ausgehend von der Registerlage stehen sich demnach "ein pharmazeutisches Produkt" und andererseits "pharmazeutische Erzeugnisse" gegenüber. Selbst wenn man davon ausginge, daß die Widerspruchsmarke, die für ein Analgetikum weit überdurchschnittliche Bekanntheit genießt, nur für diese Warengruppe Schutz beanspruchen kann, so würden mangels näherer Einschränkung bei der angegriffenen Marke ebenfalls die pharmazeutischen Produkte den Bereich der identischen Waren umfassen.

Bei der Entscheidung ist von einer durch ungewöhnlich lange und besonders intensive Benutzung der Widerspruchsmarke und einen dadurch erheblich gesteigerten Schutzzumfang auszugehen. Die von der Widersprechenden angeführte "überragende" Verkehrsbekanntheit hat die Inhaberin der angegriffenen Marke zur Kenntnis genommen und lediglich ausgeführt, diese erstrecke sich nicht auf andere Waren. Die Widersprechende hat zwar im vorliegenden Verfahren nicht im einzelnen die mit ihrer Marke erzielten Umsätze dargelegt. Dies ist auch nicht erforderlich, weil die Inhaberin der angegriffenen Marke, die als pharmazeutisches Unternehmen mit den Marktverhältnissen noch besser vertraut ist als die Allgemeinheit, offensichtlich in Kenntnis der tatsächlichen Gegebenheiten selbst davon ausgeht, daß die Widerspruchsmarke weit überdurchschnittlich bekannt ist. Deshalb geht der beschließende Senat davon aus, daß nicht allein die an sich einem Zugeständnis nicht zugängliche

Rechtsfrage eines gesteigerten Schutzzumfangs, sondern auch die dazu führenden Umstände unstreitig sind (vgl BGH GRUR 1967, 246 "Vitapur").

Durch weit überdurchschnittliche Bekanntheit hat die Widerspruchsmarke erweiterten Schutzzumfang. Zu berücksichtigen ist ferner, daß der Warenbereich, in dem sich die Marken auf identischen Produkten begegnen können, auch solche eines breiten Spektrums umfaßt, bei dem nahezu alle Verkehrskreise jeglichen Alters und jeglichen Bildungsgrades angesprochen sind und die oft ohne Einschaltung eines Arztes und ohne weitergehende Überlegungen gekauft werden.

Unter Berücksichtigung dieser erheblich verwechslungsfördernden Umstände müßte die angegriffene Marke einen besonders deutlichen Abstand einhalten, um Verwechslungen zu vermeiden. Diesen hält sie in bezug zu identischen Waren nicht ein. Die beiden Marken weisen im klanglichen Gesamteindruck noch hinreichende Annäherungen auf, weil sie in den am Wortanfang stehenden ersten beiden Silben völlig übereinstimmen. Abweichungen am weniger beachteten Wortende sind nicht geeignet, um auch für identische Waren ein ausreichendes Gegengewicht zu setzen und gleichsam die Marken umzuprägen, wie dies der Bundesgerichtshof (GRUR 1993, 118 "Corvaton/Corvasal") verlangt.

Ebenso wie in diesem Bezugsfall weisen die jeweiligen Zeichenreste zwar keine weitere Übereinstimmung auf. Gleichwohl kann nicht mit der erforderlichen Sicherheit ausgeschlossen werden, daß bei einer - hier mit zu berücksichtigenden - nachlässigeren Sprechweise noch eine gewisse Ähnlichkeit besteht, die dazu führt, daß die angegriffene Marke bei Warenidentität in den weiten Schutzbereich der Widerspruchsmarke eingreift. Die Verwechslungsgefahr im zeichenrechtlichen Sinn ist aber als Rechtsbegriff nur eine Umschreibung dieses Schutzbereichs.

Bezüglich der weiteren Waren der angegriffenen Marke ist dagegen der Abstand der Marken sowohl im Klang wie auch im Schriftbild ausreichend, um die Gefahr von Verwechslungen zu verneinen. Zwar hat das Widerspruchszeichen auch eine gewisse Ausstrahlungskraft auf ähnliche Erzeugnisse (vgl BGH GRUR 1978, 170 FAN/Fanta). Die weiteren Produkte, für die die angegriffene Marke Schutz begehrt, sind zwar nicht ohne weiteres von pharmazeutischen Produkten im allgemeinen deutlich abgegrenzt, jedoch hinreichend deutlich von den Analgetika, für die allein die Widerspruchsmarke infolge ihrer Verwendung besonders bekannt ist, so daß insoweit ein erheblicher Warenabstand besteht, der es ausschließt, daß sich die verstärkte Kennzeichnungskraft für Schmerzmittel noch ausweitete.

Die Beschwerde hat somit teilweise Erfolg.

Bezüglich der Kosten gilt MarkenG § 71 Absatz 1 Satz 2.

Bühring

Dr. Buchetmann

Schwarz-Angele

Hu

Ausgefertigt:  
*Klein*, Justizangestellte  
als Urkundsbeamtin der Geschäftsstelle.

Bayer AG  
K-RP Markenschutz

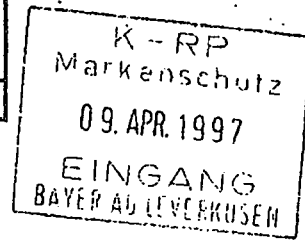
51368 Leverkusen

Zeichen: Ov/eb/664/228  
36 433 Aspirin

ZU

Bundespatentgericht  
zur Post gegeben  
am  
18. 08. 97 (Angest.)

|                 |
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| Bilag 4c        |
| Budde-Schöu A/S |



# BUNDESPATENTGERICHT

25 W (pat) 36/95

(Aktenzeichen)

Verkündet am  
27. Februar 1997  
Dworaczek  
Justizangestellte  
als Urkundsbeamtin  
der Geschäftsstelle

## BESCHLUSS

In der Beschwerdesache

der Firma Gilles Salsarulo, Boulogne (Frankreich),

Anmelderin und Beschwerdeführerin,

Verfahrensbevollmächtigte: Rechts- und Patentanwältin A. Hübner  
und Kollegen, Frankfurter Allee 286, 10317 Berlin,

gegen

die Firma Bayer AG, 51368 Leverkusen, Bayerwerk,

Widersprechende und Beschwerdegegnerin,

664/D-274

betreffend die Markenmeldung DD-W 66 013/5 Wz

hat der 25. Senat (Marken-Beschwerdesenat) des Bundespatentgerichts auf die mündliche Verhandlung vom 27. Februar 1997 unter Mitwirkung des Vorsitzenden Richters Kliems sowie der Richter Brandt und Knoll

beschlossen:

Die Beschwerde der Anmelderin wird zurückgewiesen.

Gründe:

I.

Die Bezeichnung

**ASPIRANGE**

soll für "Pharmazeutische Produkte" in das Markenregister eingetragen werden. Die Bekanntmachung der Anmeldung ist am 14. November 1992 erfolgt. Widerspruch erhoben hat die Inhaberin der älteren, seit dem 6. März 1899 für "ein pharmazeutisches Produkt" eingetragenen Marke 36 433

**Aspirin.**

Die Prüfungsstelle für Klasse 5 Wz des Deutschen Patentamts hat zunächst in einem Erstbeschuß den Widerspruch zurückgewiesen. Der Erinnerungsprüfer hat die Entscheidung aufgehoben und die Übereinstimmung der Zeichen gemäß §§ 5, 31 WZG festgestellt und der angemeldeten Marke die Eintragung versagt.

Die Erstprüferin hat ausgeführt, die Vergleichsmarken stimmten zwar im Bestandteil "ASPIR-" überein. Im Gesamteindruck seien sie aber so unterschiedlich, daß keine Verwechslungsgefahr bestehe. Dies sei sowohl auf die unterschiedliche Silbenzahl und Wortlänge, als auch auf die deutlichen Abweichungen in den Bestandteilen "-ANGE" gegenüber "-in" zurückzuführen. Das klangvolle, dunkle "-ANGE" ergebe gegenüber dem hellklingenden "-in" eine so unterschiedliche Klangwirkung, daß der Verkehr dies nicht überhören könne. Auch in schriftbildlicher Hinsicht bestehe keine Verwechslungsgefahr. Zudem könne davon ausgegangen werden, daß die Widerspruchsmarke so allgemein bekannt sei, daß eine Verwechslung mit einem anderen, mehr oder weniger ähnlich bezeichneten Erzeugnis nicht zu erwarten sei.

Die Erinnerungsprüferin ist demgegenüber der Auffassung, die Marken kämen sich verwechselbar nahe. Bei der Widerspruchsmarke handele es sich um eine sehr bekannte Marke mit großer Kennzeichnungskraft (vgl BPatGE 10, 280 "Asparicor/Aspirin"). Solche Marken unterlägen leichter einer Verwechselbarkeit, als solche mit nur normaler Kennzeichnungskraft. Daher seien selbst erhebliche Abweichungen nicht ohne weiteres geeignet, die Gefahr von Herkunftsverwechslungen auszuschließen. Aufgrund der Übereinstimmung der Marken in den beherrschenden Wortanfängen werde der Verkehr beim Hören der angemeldeten Marke darin die ihm wohlbekannte Widerspruchsmarke zu erkennen glauben und der abweichenden Endung kaum noch Beachtung schenken. Unmittelbare Verwechslungen könnten somit nicht mit der erforderlichen Sicherheit ausgeschlossen werden.

Hiergegen richtet sich die Beschwerde der Anmelderin, die sinngemäß beantragt,

den angefochtenen Beschluß aufzuheben und den Widerspruch zurückzuweisen.

Die Vergleichsmarken seien nicht verwechselbar. Es müsse davon ausgegangen werden, daß aufgrund der notorischen Bekanntheit der Widerspruchsmarke die Verkehrskreise diese immer sicher von der angemeldeten Marke unterscheiden würden. Da Arzneimittelkennzeichnungen mit besonderer Sorgfalt gelesen würden, werde der Verkehr insoweit auch geringfügige Unterschiede wahrnehmen. Vorliegend sei der Unterschied aber nicht nur geringfügig, sondern deutlich, da die Endsilben "RIN" und "ANGE" nicht zu verwechseln seien und die Marken sich in der Silbenzahl und in bezug auf die Vokale voneinander abheben würden. Im Hinblick auf die angestrebte Rechtsangleichung innerhalb der Europäischen Union sei die Verwechslungsgefahr weniger streng zu beurteilen als in der Vergangenheit (BPatG GRUR 1991, 537, 538 "ELTA/ETA"). Deshalb seien die Marken trotz geringfügiger Ähnlichkeit am Anfang des Wortes und trotz Warenidentität nicht verwechselbar.

Die Widersprechende beantragt,

die Beschwerde zurückzuweisen.

Die Widerspruchsmarke sei eine berühmte Marke, der eine überragende Kennzeichnungskraft zukomme. Ausgehend davon und in Anbetracht der eventuellen Warenidentität werde die angemeldete Marke den danach zu stellenden strengen Anforderungen an den Markenabstand nicht gerecht. Die Zeichen verfügten über den gleichen Wortanfang und die gleiche Mittelsilbe mit gleicher Vokalfolge im Anfangs- und Mittelteil. Es stimme auch die Silbenzahl



überein, insbesondere wenn man das "E" am Ende der angemeldeten Marke als stimmlos gesprochen betrachte, wie es bei dem von der Anmelderin so betonten französischen Ursprung naheliege. Darüber hinaus endeten dann beide Zeichen auf ihrer letzten Silbe geschlossen auf einen Konsonanten. Werde berücksichtigt, daß Unterschiede in den Zeichenendungen meistens unbeachtet blieben, bestehe klangliche Verwechslungsgefahr.

Wegen der weiteren Einzelheiten wird auf die angefochtenen Beschlüsse der Prüfungsstelle sowie auf die Schriftsätze der Beteiligten Bezug genommen.

## II.

Die Beschwerde der Anmelderin ist zulässig, insbesondere statthaft sowie form- und fristgerecht eingelegt.

In der Sache konnte die Beschwerde jedoch keinen Erfolg haben. Ausgehend von einem deutlich erweiterten Schutzbereich der sehr bekannten Widerspruchsmarke besteht auch nach Auffassung des Senats wegen der möglichen Warenidentität und der Ähnlichkeit der Marken die Gefahr von Verwechslungen iSv § 9 Abs 1 Nr 2 MarkenG, der nach §§ 152, 158 Abs 2 Satz 2, 42 Abs 2 Nr 1 MarkenG Anwendung findet.

Da Benutzungsfragen im vorliegenden Verfahren keine Rolle spielen, ist bei den Waren von der Registerlage auszugehen. Danach stehen sich "Pharmazeutische Erzeugnisse" einerseits und "ein pharmazeutisches Produkt" andererseits gegenüber. Ausgehend von möglicher Warenidentität kommt verwechslungsfördernd hinzu, daß die Marken auch zur Kennzeichnung von rezeptfrei in der Apotheke erhältlichen Arzneimitteln gegen einfache im typischen Selbstmedikationsbereich liegende Erkrankungen verwendet werden

können, weshalb auch die allgemeinen Verkehrskreise uneingeschränkt zu berücksichtigen sind.

Bei seiner Entscheidung geht der Senat von einer weit überdurchschnittlichen Kennzeichnungskraft und damit von einem deutlich erweiterten Schutzzumfang der Widerspruchsmarke aus. Bei "Aspirin" handelt es sich im Bereich der Analgetika um eine sehr alte und außerordentlich bekannte Marke, die un-  
streitig zu den berühmten Marken gerechnet werden muß. Entgegen der Auffassung der Anmelderin und der im Erstbeschluß der Prüfungsstelle geäußerten Ansicht wirkt sich dieser Umstand aber nicht verwechslungsmindernd aus. Dabei kann dahinstehen, ob bei einer berühmten Marke sich die Verwechslungsgefahr aus tatsächlichen Gründen erhöht, also der Verkehr um so eher geneigt ist, in ähnlichen Marken die ihm gut bekannte Kennzeichnung wiederzuerkennen (so der Erinnerungsbeschluß, vgl auch Althammer, WZG, 4. Aufl, § 31 Rdn 28 mit Rechtsprechungsnachweisen), oder ob der berühmten Marke aus Rechtsgründen ein erweiterter Schutzzumfang einzuräumen ist, weil dadurch letztlich die unternehmerische Werbeleistung belohnt werden soll (vgl zu dieser seit langem umstrittenen Frage Baumbach/Hefermehl WZG, 12. Aufl., § 31 Rdn 16 mit zahlreichen Literaturnachweisen und auch Ströbele, Verwechslungsgefahr und Schutzzumfang, Festschrift 100 Jahre GRUR, Seite 821 ff, ebenfalls mit zahlreichen Literatur- und Rechtsprechungsnachweisen). Der Senat neigt mehr dazu, berühmten Marken aus Rechtsgründen einen erweiterten Schutzzumfang einzuräumen. Diese Frage ist aber letztlich nicht entscheidungserheblich, da inzwischen jedenfalls hinsichtlich des Ergebnisses in Literatur und Rechtsprechung völlige Einigkeit darüber besteht, daß berühmten Marken ein erweiterter Schutzbereich zukommt (vgl Baumbach/Hefermehl und Ströbele aaO, siehe auch BGH GRUR 1993, 118 ff, 119 reSp Mitte "Corvaton/ Corvasal").

Unter Berücksichtigung der hohen Kennzeichnungskraft der Widerspruchsmarke und der verwechslungsfördernden Warenlage muß die angemeldete Marke zur Vermeidung der Verwechslungsgefahr iSd § 9 Abs 1 Nr 2 MarkenG einen sehr deutlichen Abstand von der Widerspruchsmarke einhalten. Diesen Anforderungen wird sie nicht gerecht.

Die Vergleichsmarken weisen im klanglichen Gesamteindruck solche Annäherungen auf, daß die Verwechslungsgefahr zu bejahen ist. Es kann allerdings nicht davon ausgegangen werden, daß die Widerspruchsmarke französisch ausgesprochen wird. Erfahrungsgemäß besteht nämlich beim inländischen Verkehr keine Neigung, Arzneimittelkennzeichnungen - auch wenn es sich um ein Produkt einer ausländischen Firma handelt - fremdsprachegemäß wiederzugeben (vgl zB "Colgate"), insbesondere dann nicht, wenn es sich wie hier auch von der Wortbildung her nicht geradezu aufdrängt. Eine eventuell später - etwa aufgrund intensiver Werbung - sich durchsetzende andere Aussprache kann im registerrechtlichen Verfahren nicht berücksichtigt werden. Bei jeweils "deutscher" Aussprache stimmen die Vergleichsmarken in den ersten beiden Sprechsilben und im konsonantischen Anfangslaut der dritten Silben, also in der Lautfolge "Aspir-", identisch überein. Dabei fällt ins Gewicht, daß der Verkehr erfahrungsgemäß Wortanfänge stärker zu beachten pflegt als nachfolgende Wortteile (so ständige Rechtsprechung, vgl hierzu zB BGH GRUR 1995, 50 ff, 53 "Indorektal/Indohexal"). Diese Gemeinsamkeiten erzeugen nach Auffassung des Senats einen verwechselbar ähnlichen Gesamteindruck, auf den bei der Beurteilung der Verwechslungsgefahr abzustellen ist. Die Abweichungen am weniger beachteten Wortende sind demgegenüber nicht geeignet, ein ausreichendes Gegengewicht zu setzen, zumal diese abweichenden Bestandteile Endungscharakter haben (vgl hierzu BGH "Corvaton/Corvasal"). Auch wenn berücksichtigt wird, daß die angemeldete Marke in dem Bestandteil "RANGE" gegenüber der Schlußsilbe "rin" der Widerspruchsmarke den dunkleren Vokal "A" enthält und über eine zusätzliche Sprechsilbe

verfügt, führt dies zu keiner anderen Beurteilung. Der Vokal "A" stellt jedenfalls im klanglichen Gesamteindruck keinen auffällig abweichenden Vokal dar, da er auch in der Widerspruchsmarke als Anfangsvokal enthalten ist. Zudem kommt das Schluß-E und die sich daraus ergebende Viersilbigkeit der angemeldeten Marke nicht immer deutlich zum Tragen. Dies gilt insbesondere bei einer auch in Betracht zu ziehenden etwas undeutlichen Aussprache oder bei schlechten Übermittlungsbedingungen. Demzufolge erscheinen die Marken in diesen Fällen auch noch in der Silbenzahl, im Sprechrhythmus und im konsonantischen Abschluß klanglich deutlich angenähert.

Da bereits die klangliche Verwechslungsgefahr zu bejahen ist, kann dahinstehen, ob die Marken auch in schriftbildlicher Hinsicht verwechselbar ähnlich sind.

Nach alledem konnte die Beschwerde der Anmelderin keinen Erfolg haben.

Zu einer Kostenauflegung aus Billigkeitsgründen bot der Streitfall keinen Anlaß, § 71 Abs 1 MarkenG.

Kliems

Brandt

Knoll

Zie

Ausgestellt  
*Hess*  
als Urkundsbeamteter Geschäftsstelle

Firma  
Bayer AG

51368 Leverkusen

Zeichen: Zs/Ei/664  
36 433 Aspirin

Anlagen:

ZU

