



**Request for a preliminary ruling from the Klagenævnet for Udbud (Denmark) lodged on 15 August 2025 – Balmung Medical Handel GmbH v Region Nordjylland, Region Midtjylland, Region Syddanmark and Region Sjælland**

**(Case C-552/25, Balmung Medical Handel)**

(C/2025/5440)

*Language of the case: Danish*

**Referring court**

Klagenævnet for Udbud

**Parties to the main proceedings**

*Applicant:* Balmung Medical Handel GmbH

*Defendants:* Region Nordjylland, Region Midtjylland, Region Syddanmark and Region Sjælland

**Questions referred**

- 1.a. Is Article 67(2) and (3) of the Procurement Directive <sup>(1)</sup> to be interpreted as precluding the application of a sustainability criterion for awarding contracts whereby positive weight is given to the fact that the manufacturer of the products being offered is certified according to ISO 14001, EMAS or equivalent?
- 1.b. Is Article 67(2) and (3) of the Procurement Directive to be interpreted as precluding the application of a sustainability criterion for awarding contracts whereby positive weight is given to the fact that the manufacturer of the products being offered has an official SBTi-approved climate target or equivalent?
- 2.a. Is Article 70 of the Procurement Directive to be interpreted as precluding the contractual requirement that, in performing the contract, the supplier must work purposefully with an effective environmental management system, such as ISO 14001 or equivalent?
- 2.b. Is Article 70 of the Procurement Directive to be interpreted as precluding the contractual requirement that the supplier must continually expand the company's environmental efforts?
- 2.c. Is Article 70 of the Procurement Directive to be interpreted as precluding the contractual requirement that the supplier must actively contribute to continued environmental, technological and economic improvements in connection with the contract, including by minimising energy and material consumption as much as possible?
- 2.d. Is Article 70 of the Procurement Directive to be interpreted as precluding the contractual requirement that the supplier must ensure that both environmental and working environment problems are remedied throughout the life cycle of the product, for example, by the design, materials and weight of the product and its packaging?

---

<sup>(1)</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ 2014 L 94, p. 65).