

MED PAK cc T/A CARTER MEDICAL SUPPLIES

(hereafter referred to as "the Creditor")



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CREDIT APPLICATION AND DEED OF SURETYSHIP

Kindly complete the application fully, sign the last page and forward together with supporting documents.

SECTION A:

1. Type of legal entity:
(Company/Close Corporation/Sole Proprietor/Partnership/Trust)
2. Legal name of entity:
(Hereinafter referred to as "the Debtor")
3. Trading name:
4. Registration number of doctor/pharmacist/nursing sister:.....
(SAPC/HPCSA/SAVC No.)
5. Dispensing Licence Number/Permit Number: Expiry Date:.....
(Copy of Certificate to be attached)
6. Vat Registration Number:
(Copy of Certificate to be attached)
7. Postal address: **NOTE: Statements and correspondence shall be posted to the below address**
.....
.....
8. Physical address which will be the address you have chosen where summons, legal documents and notices can be served on you ("domicilium") and will also be delivery address of applicant:
NOTE: Goods will only be delivered to the above address. Should you require goods to be delivered to another address, kindly advise us in writing.
.....
.....
9. Telephone Numbers: (work)(home)
Fax Number: Cell Number:
E-mail:
10. Banking details:
Name of bank: Branch:
Account number:
(Proof of Banking Details to be attached)

Initials:

11. Trade reference: (N.B. Proof of Purchase from referees may be required)

To be completed by applicants		For office use		
NAME	TELEPHONE	CREDIT LIMIT	CONDUCT	CONFIRMED WITH
1.				
2.				
3.				

12. Date business established:

13. Total Credit limit required:

SECTION B:

1. Registration number:

2. Name and address of auditors/ accountants:

.....

3. Details of all directors / members / partners / sole proprietors:

NAME	I.D. NUMBER	ADDRESS	TELEPHONE

SECTION C:

1. Name of other businesses owned / Controlled by the Partners / Members / Directors:

.....

Details of Properties owned by “Debtor” (Partners / Members / Directors / Trustees / Proprietor)

REGISTERED NAME OF OWNER	PHYSICAL ADDRESS	ERF/TOWNSHIP	ESTIMATED VALUE	BOND HOLDER	BOND AMOUNT

Initials:

SECTION D: TERMS, CONDITIONS, POLICIES AND PROCEDURES

- Orders:** The Debtor agrees that any employee of the Debtor is deemed to be authorised to order and receive goods on its behalf unless a written notification is given and received by the Creditor regarding an alternate arrangement. The Creditor has the sole and absolute discretion to decline an order. For the purposes of this application, an order shall include any order made by telephone, fax, email and agent or representative orders.
- Delivery:** Notwithstanding any provision to the contrary, the obligation to deliver goods shall be in all cases subject to the following conditions:-
- a) The availability of the goods ordered.
 - b) Time shall not be of the essence of the contract and the delivery date shall be treated as approximate only.
 - c) Under no circumstances shall the Debtor be entitled to withdraw from or terminate the contract on account of reasonable delay in delivery or have any claim of whatsoever nature against the Creditor arising from late delivery.
 - d) The Creditor shall be exempted from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss of profit or any damages of any nature whatsoever and whether in contemplation of the parties or not which the Debtor may suffer as a result of any delay in delivery of the goods which it has ordered.
 - e) The Creditor reserves the right to require the Debtor to take delivery of the goods at the premises of the Creditor
 - f) Should the Debtor request delivery of products regulated by Single Exit Pricing to an alternative address, and the Creditor agree to effect delivery to such alternative address, the Debtor shall furnish the Creditor with a copy of the Dispensing Licence from the Department of Health in respect of such alternative premises.
 - g) The Creditor reserves the right to charge for delivery of goods to the Debtor and shall levy a delivery charge where the order is below a minimum order value or where delivery is to take place at an alternative address. Such minimum order value shall be periodically revised and communicated by the Creditor to the Debtor from time to time. Where the Creditor charges the Debtor for delivery, such cost shall be that at the published rate of the Creditor's third party courier from time to time.
- Invoicing:** Invoice amounts will be deemed to be correct unless queried in writing within 30 days from invoice date. All transactions on statements shall be deemed to be correct unless queried in writing within 60 days from statement date.
- Copy Documentation:** The Debtor acknowledges that all requests for additional copies of documents such as invoices, credit notes, delivery notes, statements etc. will be charged for by the Creditor at a rate determined by the Creditor from time to time and communicated to the Debtor and will include any retrieval costs incurred by the Creditor.
- Prices:** Prices are subject to change from time to time without prior notice. Insofar as Regulated medicines are concerned, the prices shall be the Single Exit Price determined by the Department of Health of South Africa from time to time.
- Risk / Ownership:** Ownership of goods vests with the Creditor until paid for in full. The risk in and to the goods shall pass to the Debtor upon delivery.
- Payment:**
- All cheques are to be issued to *Med Pak cc*, crossed and marked "*not transferable.*" Any loss incurred as a result of cheques not made out as above shall be borne by the Debtor. The Creditor does not have a collection facility for cheques and cash.
 - Cash payments are to be made directly into the Creditors bank account or at the Creditors premises. Any loss incurred as a result of cash payments to drivers and other personnel of the Creditor are to be borne by the Debtor.

- **THE ONUS RESTS ON THE CUSTOMER TO DEMAND A RECEIPT**
- Payments by the Debtor are due strictly 30 days from statement date. Banking details can be obtained from Med Pak cc.
- Interest shall be charged on all accounts outstanding for more than 30 days at the prime overdraft rate from time to time of Standard Bank of South Africa Limited plus 10%.
- Any cost incurred as a result of cheques being dishonoured shall be borne by the Debtor. Discounts shall be disallowed in the event of cheques being dishonoured irrespective of the reason thereof.

Trade References: The Debtor hereby authorises the Creditor to contact any company or institution it deems necessary in order to obtain any information about the Debtor and to provide any information regarding the Debtor to any authority, institution or company.

POLICY IN RESPECT OF RETURNS:

1. The Creditor will not under any circumstances accept the return of products which are required to be kept in accordance with cold chain maintenance programmes, Schedule 5 products, Schedule 6 products and higher Schedule products.
2. The Debtor shall have a period of **24** hours from the time of delivery to inspect the goods supplied so as to satisfy itself that the goods are of the quantity, type and quality contemplated and thereafter shall not be entitled to dispute that the goods are of the quantity, type and quality ordered.
3. Should the Debtor notify the Creditor that the goods are not of the quantity, type and quality ordered or should the Debtor raise any other disputes or complaints, the Debtor shall not be entitled to withhold payment in respect of the goods pending resolution of the matter.
4. Any goods that are not of the quantity, type and quality contemplated must be returned to the Creditor within 10 days of the expiry of the 24 hour period contemplated in 2 above, at the cost of the Creditor.
5. In returning goods as contemplated in 4 above, the Debtor shall contact the Creditor's Customer Care department, and advise them of their intention to return the goods and obtain a reference number. No credit will be considered without reference to the said reference number.
6. Goods may only be returned via drivers appointed by the Creditor if a collection request form has been provided by the driver or the Creditor. Should any loss result from goods sent with the Creditor's drivers without prior approval of the Creditor's Customer Care Department such loss shall be borne by the Debtor.
7. Goods returned for a credit to be passed, must be returned in the original package and condition as delivered. Such goods must be accompanied by a copy of the Tax Invoice quoting the Customer Care Reference Number.
8. Manufacturer Representative Orders, items purchased on special and supplier buy-outs are non-returnable.
9. Installation of mechanical, electrical and surgical equipment will be the sole responsibility of the Debtor, and the Creditor will not be held liable for any damages that may arise from incorrect handling or installation of equipment purchased.
10. Where the Creditor agrees to accept the return of any goods (other than goods as contemplated in 2 above), the Creditor shall be entitled to levy a surcharge.
11. Notwithstanding what is set out above, under no circumstances will the Creditor consider accepting return of goods which have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined, or added to, blended or combined with it embedded within other goods or property.

GENERAL TERMS AND CONDITIONS

It is hereby agreed and confirmed that:

1. The Debtor confirms that the information furnished in this application is true and correct.
2. The Debtor, its directors/members/partners/trustees, as the case may be, have never been insolvent or sequestered.
3. The Debtor acknowledges that should its account be handed over for collection by the Creditor to an attorney, the Debtor shall pay all legal and collection costs incurred on an attorney and client scale. The Debtor further consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended), notwithstanding that the claim of the Creditor exceeds the normal jurisdiction of the Magistrate's Court as to the amount. The Creditor shall in its discretion be entitled to proceed against the Debtor in any other Court of Competent Jurisdiction, notwithstanding the foregoing.

Initials:

4. The Creditor reserves the right on written notice to the Debtor to suspend or amend any credit facility granted by the Creditor to the Debtor entirely at the Creditor's discretion, and such credit facility shall be contemplated immediately without notice on the Debtor being subject to Business Rescue procedures as contemplated in the Companies Act of 2008.
5. The Debtor agrees that a certificate signed by any manager or director of the Creditor at any time, whose appointment and position need not be proved, shall be prima facie proof of the indebtedness of the Debtor (and hence the surety) to the Creditor enabling the Creditor to obtain judgment for the amount reflected in the certificate, and it shall be further sufficient to enable the Creditor to obtain provisional sentence thereon.
6. In the event of any default in making payment of any amount that has become due and owing, then the Debtor agrees that the full balance outstanding will become due and payable without notice to the Creditor.
7. Any relaxation by the Creditor of any of the terms and conditions embodied in this application shall not be construed as a variation thereof unless reduced to writing by the Creditor.
8. The Debtor agrees that any amount owing to the Creditor by the Debtor may be offset against any amounts owing to the Debtor.
9. The Creditor reserves the right to amend its terms, conditions and policies and such amendments would be communicated on the statements/invoices/letters sent to customers from time to time.
10. The invalidity or unlawfulness of any term, clause or part thereof, in this document will result in the said invalid or unlawful term, clause or part thereof, as the case may be, being severed from the document but will not affect the remaining terms or the validity of the document as a whole.
11. Notwithstanding the Creditor's terms of payment referred to herein, should a Debtor be afforded payment terms which involve two or more instalments, and the Debtor fails to timeously pay any single instalment on due date, then the full balance outstanding will immediately become due and payable, notwithstanding that this provision may not be expressly inserted into the said payment arrangement.
12. Breach
 - 12.1 Should the Debtor fail to make payment on the due date or should the Debtor commit any other breach of its obligations hereunder, then the Creditor, shall have the option to either:-
 - 12.1.1 claim from the Debtor all sums owing to the Creditor, whether then due and payable or not, which sums will then (in consequence of such breach) immediately become due and payable, the Debtor forfeiting all discounts on the goods sold; alternatively
 - 12.1.2 without prejudice to any other remedy that the Creditor may be entitled to in terms hereof or by law, to cancel the contract with the Debtor, retake possession of the goods supplied and not paid for and recover all amounts already due by the Debtor as well as damages it may have suffered by reason of the Debtor's breach.
13. General
 - 13.1 Should the Debtor be domiciled outside the Republic of South Africa, this agreement and all contracts of sale between the Debtor and the Creditor shall be governed and interpreted in accordance with the laws of the Republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.
 - 13.2 The Debtor shall notify the Creditor in writing by registered post within fourteen days of any changes of any of the information set out in the Account/Credit Facility. In particular, the Debtor undertakes to inform the Creditor by registered mail within fourteen days of any change of directors, members, partners, trustees (if the Debtor is a Company or other corporate body) or change of address or 14 days prior to the sale, or alienation of the Debtor's business. Failure to do so shall constitute a material breach of the terms hereof.
 - 13.3 The Creditor shall be entitled to verify the Debtor's registration with the relevant regulatory or statutory bodies.
14. The Debtor has read, understood and hereby accepts all the terms and conditions embodied in this application.
15. Should the provisions of the Consumer Protection Act No. 68 of 2008 (as amended) apply to this transaction, in the event of any conflict existing between the provisions of this application and the Consumer Protection Act, the provisions of the Consumer Protection Act shall apply.

INDEMNITY

1. **The Debtor acknowledges that in terms of Section 61 of the Consumer Protection Act 68 of 2008, the producer, importer, distributor or retailer may be jointly and severally liable for any harm caused wholly or partly as a consequence of :**

- (i) **supplying unsafe goods; or**
- (ii) **a product failure, defect or hazard in any goods; or**
- (iii) **inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods.**

The Debtor further acknowledges that in the course of the Debtor's business the Debtor will be acting as a distributor or retailer.

2. The Debtor indemnifies and holds harmless the Creditor from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by the Creditor as a result of or arising out of any harm alleged or proven as a result of the supply or distribution of the goods by the Debtor to a consumer or any other person.

Initials:

Authorised signatures (Please take note of all the terms and conditions)
(To be signed by proprietor/partners/members/directors/trustees)

_____	_____	_____
ON BEHALF OF DEBTOR / APPLICANT	NAME	DATE
_____	_____	_____
ON BEHALF OF DEBTOR / APPLICANT	NAME	DATE
_____	_____	_____
WITNESS 1	NAME	DATE
_____	_____	_____
WITNESS 2	NAME	DATE

DEED OF SURETYSHIP

1. "I/We by my/our signature hereto bind myself/ourselves as Surety/ies and Co-Principal Debtor/s in solidum with the Debtor in favour of the Creditor, for the due payment of all amounts which may at any time be payable by the Debtor to the Creditor from any cause of action whatsoever. I/We have read all the terms and conditions in this credit application, indemnity and suretyship document and accordingly bind myself/ourselves to such terms, or any variations thereof from time to time.
2. I choose as my physical address for service of any summonses, legal documents and notices (domicilium) the address set out in paragraph 9 of Section "A" of the Credit Application.

Authorised signatures (Please take note of all the terms and conditions)
(To be signed by proprietor/partners/members/directors/trustees)

_____	_____	_____
DIRECTOR / MEMBER / PARTNER/ TRUSTEE AS SURETY - 1	NAME	DATE
_____	_____	_____
DIRECTOR / MEMBER / PARTNER / TRUSTEE AS SURETY - 2	NAME	DATE
_____	_____	_____
WITNESS 1	NAME	DATE
_____	_____	_____
WITNESS 2	NAME	DATE

Initials:

Please note: The application must be signed by all the partners / members / directors/trustees.
 All applications by companies, closed corporations and trusts must be supported by identity documents from all the directors / members / trustees and a copy of the certificate of incorporation / founding statement, trust deed ad letters of authority of the Company / CC/ Trust. Copy of dispensing licence and VAT certificate.
 All applications by sole proprietors and partnerships must be supported by identity documents from the Proprietors / Partners.

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT THE ABOVE SIGNATURES AND DOCUMENTS

CHECKLIST:

- 1. All boxes on each page initialled by debtor.
- 2. Supporting documentation attached to application :
 - a. copy of Identity Document/Company/CC/Trust registration document
 - b. copy of Dispensing license (Pharmacy or Dispensing Doctor)
 - c. copy of VAT Registration Certificate
 - d. copy of cancelled cheque/bank details

FOR OFFICE USE

COMMENTS OF CREDIT CONTROL CLERK:

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OUTCOME OF APPLICATION: LICENCE CHECKED:

CREDIT LIMIT: CLASS:

ACCOUNT OPENED BY: ROUTE:

ACCOUNTS SIGNATURE: PHARMACIST SIGNATURE:

DATE:ACCOUNT NUMBER:

Initials:
