

# MED PAK cc T/A CARTER MEDICAL SUPPLIES

(hereafter referred to as "the Creditor")



46 Mahogany Road, Westmead, 3608  
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## C.O.D APPLICATION

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)

<b>Initials:</b>
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11. Date business established: .....

**SECTION B:**

1. Registration number: .....

2. Name and address of auditors/ accountants: .....

**SECTION C: 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.

<b>Initials:</b>
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**Payment:**

- 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 C.OD. Banking details can be obtained from Med Pak cc.

**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.

**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

**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.                     | <input type="checkbox"/> |
| 2. Supporting documentation attached to application :               |                          |
| a. copy of Identity Document/Company/CC/Trust registration document | <input type="checkbox"/> |
| b. copy of Dispensing license (Pharmacy or Dispensing Doctor)       | <input type="checkbox"/> |
| c. copy of VAT Registration Certificate                             | <input type="checkbox"/> |
| d. copy of cancelled cheque/bank details                            | <input type="checkbox"/> |

**Initials:**

**FOR OFFICE USE**

COMMENTS OF CREDIT CONTROL CLERK: .....

.....

OUTCOME OF APPLICATION: ..... LICENCE CHECKED: .....

C.O.D LIMIT: ..... CLASS: .....

ACCOUNT OPENED BY: ..... ROUTE: .....

ACCOUNTS SIGNATURE: ..... PHARMACIST SIGNATURE: .....

DATE: .....ACCOUNT NUMBER: .....

**Initials:**