

PHARMED PHARMACEUTICALS Pty Ltd.

Registration Number 1985/005694/07

(herinafter referred to as "the Creditor")

31 Invubu Park Close, River Horse Valley, 4051
P. O. Box 74623, Rochdale Park, 4034
Telephone : (031) 571 2800. Fax : (031) 571 2950

CREDIT APPLICATION, INDEMNITY AND DEED OF SURETYSHIP

Kindly complete the application in full, sign pages 7 and 8 and forward together with supporting documents referred to on page 8.

Email: accounts@pharmed.co.za / Fax: 031 571 2955/2950

SECTION A. (To be completed by all applicants)

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 No/HPCSA/SAVC/)

5. Name of Responsible Pharmacist (in case of Pharmacy application).....

Profession : (Medical Practitioner/ Physiotherapist/ Dentist/ Etc)

6. Dispensing Licence Number/Permit Number/Y Number : Expiry Date :

7. Practice Number :

8. VAT Registration Number :

9. Pharmed Account Name (if applicable) :

10. Pharmed Account Number (if applicable) :

11. Postal address :

NOTE: Statements and correspondence shall be posted to the above address

12. Physical address which will be the address you have chosen where summonses, legal documents and notices can be served on you ("domicilium") and will also be the delivery address :

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. PROVIDE PROOF OF ALTERNATIVE DISPENSING PREMISES LICENCE.

13. Telephone Numbers : (work) (home)

Fax Number : Cell Number :

Cell Number 2 :

E-mail :

14. Banking details :

Name of bank : Branch :

Account number :

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15. Date business established :

16. Total Credit limit required :

Are financial statements available : YES NO

The Debtor undertakes to furnish the Creditor with a copy of its latest financial statements should the Creditor call upon the Debtor to provide a copy.

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

To be completed by applicants		For Office Use		
NAME	TELEPHONE	CREDIT LIMITED	CONDUCT	CONFIRMED WITH
1.				
2.				
3.				
4.				
5.				

SECTION B. (To be completed by companies/ close corporations/ partnership/ sole proprietorship/ trusts)

1. Address of registered office :

2. Registration number :

Date of incorporation :

3. Name and address of auditors/accountants :

.....

4. Details of all directors of company/ members of close corporation/ sole proprietor /partners /trustees

NAME	IDENTITY NUMBER	ADDRESS	TELEPHONE

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5. Authorised representative of the company/ close corporation/ partnership/ sole proprietorship/ trustee :

Capacity :

DETAILS OF PROPERTIES OWNED BY DEBTOR AND DIRECTORS/ MEMBERS/ TRUSTEES/ PARTNERS/ PROPRIETOR

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

SECTION C. TERMS, CONDITIONS, POLICIES AND PROCEDURES (To be completed by all applicants)

ORDERS: The Debtor agrees that any employee or representative of the Debtor is deemed to be authorised to order and receive goods on its behalf unless a written notification is given to and received by the Creditor to the contrary. 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, via the automated order system and agent or representative orders.

DELIVERY OF GOODS: 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.

DELIVERY SURCHARGE: 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 the 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.

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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: The price will be the price reflected on the electronic order system of the Creditor at the time the order is placed, other than in respect of back order goods (i.e. goods where stock is not held by the Creditor at the time the order is placed) which goods will be charged at the price prevailing and reflected on the Creditors electronic order system at the time of invoicing. Prices are subject to change from time to time without notice and will be available on the Creditors electronic order system. Insofar as Regulated medicines (scheduled medicines) are concerned the price shall be the single exit price determined by the Department of Health of the Republic of South Africa from time to time.

RISK/OWNERSHIP: Ownership of goods will remain 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 Pharmed Pharmaceuticals Pty Ltd., 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 or cash.

Cash payments are to be made directly into the Creditor's bank account or at the Creditor's premises. Any loss incurred as a result of cash payments made to drivers and other personnel of the Creditor are to be borne by the Debtor.

CASH DEPOSIT FEES: The Debtor hereby authorises the Creditor to debit the debtors account for the cost of cash deposits at the prevailing rates charged by the bank of the Creditor.

TERMS: Payments by the Debtor is due strictly 30 days from statement date.

Banking details can be obtained from the Creditor.

INTEREST: Should the Debtor fail to pay on due date any amount due or payable to the Creditor, such overdue amount shall bear interest at the maximum rate permitted by law or at 10 % above the prime overdraft rate from time to time of the Standard Bank of South Africa Limited, whichever is the greater from the due date to the date of payment, without prejudice to any other rights as may accrue to the Creditor consequent upon such failure.

UNPAID CHEQUES: Any cost incurred as a result of cheques being dishonoured shall be borne by the Debtor. Discounts given to the Debtor shall be disallowed in the event of cheques being dishonoured irrespective of the reason thereof.

CREDIT REFERENCES & OTHER INFORMATION: 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.

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GOODS RETURNS POLICY

1. The Creditor will not under any circumstance accept the return of any products which are, required to be kept in accordance with cold chain maintenance programmes, Schedule 5 products and Schedule 6 and higher Schedule products.
2. The Debtor shall have 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. Claims for credit will only be considered on expired or short expiry goods which are within 4 months of expiry date and then only where the manufacturer/producer/supplier of the goods does not adopt a strict non-return policy to the Creditor. Where the manufacturer/producer/supplier adopts a strict non-return policy this policy will be carried through by the Creditor to the Debtor. The Creditor will provide feedback to the Debtor on current manufacturer/producer/supplier returns policy relating to the specific goods which the Debtor wishes to return as and when requested by the Debtor.
8. Goods returned for a credit to be passed must be returned in the original package and condition as delivered, failing which the Creditor shall impose a reasonable charge. Such goods must be accompanied by a copy of the tax invoice quoting the customer care reference number.
9. Manufacturer representative orders, electronic orders, items purchased on special and supplier buy-outs are non returnable.
10. 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.
11. 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.
12. 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 or 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 and trustees, as the case may be, have never been insolvent or sequestrated.
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 on the attorney and own client scale. The Debtor further consents to the jurisdiction of the Magistrates Court in terms of Section 45 of the

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Magistrates Court Act No. 32 of 1944 (as amended), notwithstanding that the claim of the Creditor exceeds the normal jurisdiction of the Magistrates Court as to amount. The Creditor shall in its discretion be entitled to proceed against the Debtor in any other Court of competent jurisdiction, notwithstanding the foregoing.

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 terminated immediately without notice on the Debtor being subject to Business Rescue procedures as contemplated in the Companies Act 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 Debtor.
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 will be communicated 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 this 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)

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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.**

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

_____	_____	_____
ON BEHALF OF DEBTOR/APPLICANT	Name & Surname	Date
_____	_____	_____
ON BEHALF OF DEBTOR/APPLICANT	Name & Surname	Date
_____	_____	_____
WITNESS 1	Name & Surname	Date
_____	_____	_____
WITNESS 2	Name & Surname	Date

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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 directors/members/partners/sole proprietor)

1.	_____	_____	_____
	DIRECTOR/MEMBER/PARTNER/ TRUSTEE, AS SURETY - 1	Name & Surname	Date
2.	_____	_____	_____
	DIRECTOR/MEMBER/PARTNER/ TRUSTEE, AS SURETY - 2	Name & Surname	Date
3.	_____	_____	_____
	DIRECTOR/MEMBER/PARTNER/ TRUSTEE, AS SURETY - 3	Name & Surname	Date
4.	_____	_____	_____
	DIRECTOR/MEMBER/PARTNER/ TRUSTEE, AS SURETY - 4	Name & Surname	Date
5.	_____	_____	_____
	WITNESS 1	Name & Surname	Date
6.	_____	_____	_____
	WITNESS 2	Name & Surname	Date

Please note: The application must be signed by all the directors/members/partners/sole proprietor/trustee
All applications by companies, close 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 and letters of authority of the company/CC/trust. Copy of dispensing licence / VAT registration certificate.
All applications by sole proprietors and partnerships must be supported by identity documents from the Proprietor/Partners.

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT THE ABOVE SIGNATURES AND DOCUMENTS

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