



Addicted to healthcare

UTi Pharma websites Terms and Conditions

September 2010



CONTENT OF TERMS & CONDITIONS

Terms and Conditions of Use

Date of Last Review: [17 September 2010]

PLEASE NOTE THAT THE USE OF THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS WEBSITE THE USER AGREES AND IS DEEMED TO HAVE AGREED TO OBSERVE ALL THE TERMS AND CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE.

Definitions

“**Consumer**” means any natural person who enters or intends entering into an electronic transaction with this website as the end-user of the goods and services offered by this website.

“**ECT Act**” means the Electronic Communications and Transactions Act No. 25 of 2002.

“**the website owner**” or “**we**” means UTi Pharma SA (The Sisonke Partnership) t/a IHD (“IHD”).

“**this website**” means <https://www.ihd.co.za/cgi-bin/wslWfw/run.w> .

“**user**” means any person accessing any part of this website.

Use of this website

1. Use of this website is at the sole risk of the user.
2. This website offers users secure access to their online purchasing history and other information relating to their UTi Pharma accounts.
3. UTi Pharma offers users all the benefits of this website at no cost. In order to take advantage of the website, UTi Pharma account holders must register their accounts as users. Speak to your customer liaison representative or call UTi Pharma on 08600 00 IHD (08600 00 443) for more information regarding the benefits of this website.
4. Nothing contained on this website should be construed as an offer but rather as an invitation to do business.
5. UTi Pharma may, in its sole discretion, amend these terms and conditions from time to time at which time the new terms and conditions will immediately come into effect in respect of further usage.
6. Unless otherwise indicated, users are welcome to copy, download or print out any of the visible text or images on this website for personal use.
7. Commercial use or other non-personal use may be permitted upon prior written request. Written requests for permission must be e-mailed to webmaster@go2uti.com . The granting or refusal of permission is completely within the discretion of the website owner and may be subject to certain conditions.
8. Any use of the visible text or images on this website must be accompanied by the following: “Copyright © International Healthcare Distributors 2009. All rights reserved.”

Amendments to website

9. The website owner expressly reserves the right in its sole discretion to affect any amendment or alteration to the content and information, including pricing, set out on this website.
10. It is the responsibility of users to familiarize themselves with any amendment or alteration affected.

Required disclosures in terms of section 43 of the ECT Act

11. Please submit any query in respect of these Terms and Conditions or the use of this website to us in any of the following ways:

Website owner:	UTi Pharma SA (The Sisonke Partnership) t/a IHD
VAT number:	429 0217647
Tel:	+27 11 458 2222
Fax:	+27 11 458 2299
E-mail:	webmaster@go2uti.com
Websites:	www.ihd.com www.utipharma.co.za
Physical Address:	9 Galaxy Avenue, Linbro Park, Sandton, Gauteng, South Africa
Postal Address:	PO Box 651727, Benmore 2010, Gauteng, South Africa
Domicilium:	9 Galaxy Avenue, Linbro Park, Sandton, Gauteng, South Africa

12. The website owner is licensed to carry on the business of a wholesale pharmacy with the Department of Health (“DOH”), the South African Pharmacy Council (“SAPC”) and the Medicines Control Council (“MCC”). For further information regarding these bodies and the relevant industry codes applicable to UTi Pharma, please visit the following websites:

Department of Health:	http://www.doh.gov.za/
SAPC:	http://www.pharmcouncil.co.za/
MCC:	http://www.mccza.com/

13. If a user wishes to lodge a complaint regarding the compliance of this website with Chapter 7 of the ECT Act, such complaint can be directed to the Consumer Affairs Committee, c/o the Department of Trade and Industry. For further information please visit <http://www.dti.gov.za> .

Disclaimers

14. Subject to the consumer protection provisions contained in Chapter 7 of the ECT Act, this entire website including but not limited to text, technology, images, links, downloads and coding, is provided “AS IS” and “AS AVAILABLE”. The website owner makes no representations or warranties, express or implied, including but not limited to warranties as to the correctness or suitability of either the website or the information contained in it.
15. Subject to the consumer protection provisions contained in Chapter 7 of the ECT Act, the website owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use this website in any manner, or from the use or inability to use any product or service acquired through this website.
16. It is the exclusive responsibility of the user to ensure that any service offered through or from this website meets the user’s requirements and is compatible with the user’s hardware and/or software configuration.
17. UTi Pharma accepts no responsibility for any defective goods purchased through this website whose product quality is guaranteed solely by the particular manufacturer as specified in the packaging insert enclosed by that manufacturer with all goods.

18. Any information or expressions of opinion found on this website should not be regarded as professional advice or opinions and users should, where relevant, consult professional advice before acting upon the information and/or opinions set out on this website.

Indemnity

19. Users agree to indemnify and hold harmless the website owner, its officers, employees, ISPs, servants, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorneys fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of this website, third party websites or any of the services offered through such sites in any way, including but not limited to the provision of content.

Consumer rights

20. If a user is successful in proving that this website has not fully set out the required procedures and disclosures in terms of Chapter 7 of the ECT Act, such user may cancel a transaction within fourteen (14) days of receiving the relevant goods under the transaction.
21. A user who has successfully completed a transaction for the purchase of any goods through this website is entitled under section 44 of the ECT Act to cancel the transaction and return such goods to the physical address listed above within 7 days of completing the transaction, subject to UTi Pharma's product returns policy as described in these terms and conditions.
22. Section 44 does not apply to transactions where the goods by their nature cannot be returned or are likely to deteriorate or expire rapidly.
23. When a transaction is cancelled under section 44 of the ECT Act, the user is obliged to immediately return the goods purchased and the website owner will refund all payments made less the direct cost of returning the goods within thirty (30) days of the cancellation.

Payment and pricing

24. Prices quoted on this website are inclusive of VAT.
25. The website owner reserves the right to alter or amend any of the prices and rates set out on this website without any prior notice.
26. No payments may be made through this website. All account payments must go through the general debtors' process directly with UTi Pharma.
27. This website does not store any user credit card information.
28. After a transaction has been successfully concluded on this website, an e-mail confirmation will be sent immediately to the relevant user.

Delivery

29. Goods purchased on this website will only be delivered to account addresses that have been through the credit application process and are registered with UTi Pharma.
30. As far as reasonably possible, all orders will be dispatched on the actual date of the transaction, subject to unforeseeable operational or other delays beyond our control.

31. In terms of section 46(2) of the ECT Act, if goods purchased through this website are not delivered within thirty (30) days calculated from the day on which the website owner receives the order, the user may cancel the transaction with seven (7) days' written notice.

Time and manner of contracting

32. No binding agreements are entered into solely through the use of this website. The mere sending of data messages shall not necessarily bind the website owner to any agreement.
33. Users of the ordering facility on this website make an offer to the website owner, which the website owner may in its absolute discretion accept or decline. A binding contract will only be entered into once the website owner has confirmed agreement of the order, including total costs.
34. Data messages, including e-mail messages, sent by users to the website owner will be deemed to be received only when acknowledged or responded to.
35. A data message sent by the website owner to users will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
36. The website owner reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail where necessary.

Product returns

37. UTi Pharma implements the returns policy as stipulated by manufacturers in accordance with their international quality assurance standards.
38. Goods are not sold on a sale or return basis, but on a non-returnable basis, with the following exceptions:
- i. if goods were supplied in error, incorrectly supplied or were damaged in transit provided that UTi Pharma is notified within 48 hours from delivery;
 - ii. product recalls;
 - iii. quality complaints; or
 - iv. expired goods, in the month of expiry and within three months after the expiry date provided the user has not ordered better dated stock; and
 - v. subject to the rights of return outlined in sections 44 and 46 of the ECT Act.
39. Certain manufacturers apply more stringent limitations on product returns. UTi Pharma customer services staff will advise users of any deviations from the standard returns policy.
40. UTi Pharma staff members may not make decisions regarding product returns that are contrary to the policy contained in these terms and conditions.
41. Users must be aware that fridge line items will not be accepted for credit or return.
42. The product returns procedure has been designed in order to support product security systems. In order to support the batch tracking facility, only stock that has been purchased from UTi Pharma will be considered for return, subject to the conditions stipulated above.

43. In the event of expired goods or goods being supplied in error, UTi Pharma cannot accept for credit any items that are not in re-saleable condition, goods that have been marked or which feature customer pricing.
44. The returns procedure is as follows:
- i. Contact the product returns department on 08600 00 IHD (08600 00 443) between 7am and 7pm from Monday to Friday. Choose option four (4) to request a claim reference number. If a product has been supplied in error a claim must be requested within 48 hours of delivery.
 - ii. If the claim is acceptable in terms of the returns policy, a claim reference number will be issued.
 - iii. To obtain a claim reference number, users must supply their UTi Pharma account number, the relevant UTi Pharma invoice number, the details of the product to be returned and the quantity to be returned. The claim reference number is used to track returned goods and to ensure a clean paper trail for auditing purposes.
 - iv. Once a claim reference number has been issued, the system generates a pick-up instruction unless there is nothing to collect (eg. short supplied). This instruction is reflected on the driver's collection trip sheet.
 - v. Without a claim reference number, no pick-up instruction will be created and no collection will be made. It is therefore imperative to request a claim reference number. The driver may not uplift any product without the appropriate instruction from the customer returns department.
 - vi. Products to be returned and the relevant documents must be packed in a cardboard box and the box sealed with tape to prevent damage or theft.
 - vii. When a driver arrives to uplift a parcel the collection trip sheet must be signed by the customer. For security purposes the documentation accompanying the driver is pre-printed. Any amendments will render the claim null and void.
 - viii. Once the goods have been received by UTi Pharma they are checked and a decision is made regarding the credit. If the credit is refused this is communicated to the customer. If the credit is passed, a credit note will be supplied with the next monthly statement. The credit is reflected against the appropriate invoice on the statement.

Access to the website

45. By registering an account with this website, users agree to the following:
- i. That they will be irrevocably bound by the terms and conditions applicable to the use of this website; and
 - ii. That they will provide the website owner with full and accurate information.
46. In order to register for access to this website, users must provide a valid e-mail address and a UTi Pharma account number. Upon registration, users will be given a user ID and password which are necessary for log-in access to this website.
47. Registration is for a single user and user IDs and passwords may not be shared.
48. A single user ID and password may not be used to allow multiple access to other users over a network.
49. It is the user's responsibility to check and update information relating to their account. Any changes to user information must be communicated to the customer services department by calling 0860 000 IHD (0860 000 443).
50. Users further undertake not to:
- i. impersonate any other person or use a false or unauthorized name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications to the website owner;
 - ii. modify, access or make available any data stored on a computer device which has been accessed through the website owner's network;

- iii. make available or upload files that contain software or any other material not owned or licensed to the user; or
 - iv. make use of this website to collect, store or otherwise obtain personal information relating to other users.
51. UTi Pharma will not be responsible for any losses or damages suffered by users as a result of the fraudulent or unauthorized use of user IDs and passwords.

Dormant accounts

52. Accounts that have no trade activity for three (3) months will become dormant.
53. Dormant accounts cannot be automatically reactivated. A user who wishes to reactivate a dormant account must contact the customer services department on 0860 000 IHD (0860 000 443).
54. Dormant accounts will only be reactivated once a successful verification process has been completed.

Security

55. While the website owner takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.
56. The following acts in connection with this website are expressly prohibited:
- i. Gaining or attempting to gain unauthorized access to any web page or part of this website;
 - ii. Delivering or attempting to deliver any unauthorized or malicious code or content to this website; and/or
 - iii. Any unauthorized amendment or attempt to amend any of the content or any other part of this website.
57. The website owner reserves the right to pursue the prosecution of and obtain compensation from any person that delivers or attempts to deliver any destructive code to this website or attempts to gain unauthorized access to any page on this website.

Copyright and Intellectual Property Protection

58. Copyright in all information, images, source codes and other original material of any nature contained on this website which is not attributed to a third party, is held by or licensed to the website owner under domestic and international law and treaty. THE WEBSITE OWNER ASSERTS AND RESERVES ALL ITS RIGHTS, INCLUDING MORAL RIGHTS IN THIS REGARD.
59. The website owner grants to users a personal, non-exclusive, non-assignable and non-transferable right to use, print and display all content and information accessed through the user's registered username and password and displayed on any machine of which the user is the primary user for non-commercial purposes only.
60. If a user believes that this website in any way infringes a third party copyright or other intellectual property right, an e-mail specifying the full details of the alleged infringement must be sent to webmaster@go2uti.com.

Privacy and confidentiality of communications

61. From time to time UTi Pharma will be required to send business related information such as product notices and trading hours to users' e-mail addresses. However, UTi Pharma will at no time disclose the e-mail addresses of users to manufacturers or other third parties.
62. The website guarantees the confidentiality of communications with it only to the extent provided for in the Privacy Policy applicable to this site.

63. The website owner may monitor and intercept communications made through this website in order to promote the secure and efficient operation of the website. Users irrevocably consent to such monitoring and interception as may be reasonably carried out by the website owner, subject to the provisions of the Regulation of Interception of Communications and Provision of Communication-related Information Act No. 70 of 2002 ("RICA").

Hyperlinks, deep links and framing

64. The express permission in writing of the website owner is required before any hyperlink other than to the Home Page of this website is created. Permission, if granted, will be subject to the condition that the party linking to this website alerts users to the application of these terms and conditions. Requests for permission must be e-mailed to webmaster@go2uti.com.

65. Permission to link to this website is given without assumption of any liability. The website owner reserves the right to withdraw permission granted to link to this website at any time and for any reason.

66. The express permission in writing of the website owner, which may be subject to conditions, is required before this website, any of its pages and/or any of the information contained on this website is framed. Requests for permission must be e-mailed to webmaster@go2uti.com.

Automated searching

67. All automated transactions and searches conducted on this website are subject to these terms and conditions.

68. The use of malicious search technology is prohibited.

69. The use of search technology in an unlawful manner or for the collecting or storing of data for commercial gain is prohibited.

70. Search technology which does not unduly retard the operation of this website is acceptable but the website owner reserves the right to prohibit users from employing specific search technology on this website.

Termination of this agreement

71. The website owner reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this website and/or to terminate the access rights of any user, where, for example and without limitation:

- i. The website owner regards the action or inaction of a user to constitute a breach of these terms and conditions;
- ii. The website owner regards the action or inaction of a user to constitute abuse of the services offered through this website; or
- iii. Events beyond the reasonable control of the website owner prevent the continuing operation of this website (including technical failures).

Governing law

72. The user agrees that the law applicable to these terms and conditions of use, including the interpretation thereof and any matter or litigation related to or arising from them will be the law of South Africa.

73. This website is owned, hosted and maintained within the Republic of South Africa.

74. When using this site and agreeing to these terms and conditions such use and agreement is deemed to have taken place in Johannesburg, South Africa.

75. Users of this website are encouraged to become familiar with the South African law relating to electronic communications and transactions as contained in the ECT Act.

Dispute resolution

76. The user consents to the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act, as amended, in respect of any dispute flowing from the use of this website.
77. Alternatively, any dispute arising out of or in connection with these terms and conditions, including any question regarding its existence, validity or termination shall be settled in accordance with the applicable Mediation and Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.
78. Where the dispute has arisen in South Africa between parties in South Africa, the place of arbitration is deemed to be Johannesburg. Thus the arbitration will be governed by Mediation and Arbitration Rules under the arbitration law of South Africa and the dispute will be resolved in accordance with the law of South Africa.
79. Where the dispute has arisen between parties in different countries, the arbitration is deemed to be an international arbitration under the UNCITRAL Model Law on International Commercial Arbitration. Thus the dispute will be resolved in accordance with the United Nations Convention on Contracts for the International Sale of Goods, 1980 (if applicable) and the UNIDROIT Principles of International Commercial Contracts, 1994 supplemented where necessary by the CENTRAL List of Lex Mercatoria Principles, Rules and Standards.
80. The language used during the dispute resolution process will be English.

Amendment of Terms and Conditions

81. Due to legal and other developments, it may be necessary for the website owner to amend these terms and conditions from time to time. Please refer to the last revision date at the top of this page.
82. The website owner will attempt to give notice of any amendments, but reserves the right to effect binding amendments, additions or deletions without notice.

Enforceability of Terms and Conditions

83. Users may not cede, sub-license or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of this website.
84. In the event of any part of these terms and conditions being found to be partially invalid or unenforceable for whatever reason, such terms and conditions will be severable from the balance and will not affect the application or enforceability of the remainder of the terms and conditions.
85. These terms and conditions contain the record of the entire agreement between the user and the website owner.
86. Failure to enforce any provision contained in these terms and conditions will not be deemed to be a waiver of such provision nor of the right to enforce such provision.