



Addicted to healthcare

The Sisonke Partnership
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for:



Bayer
HealthCare



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Answers That Matter.



SIEMENS



Application for Account/Credit Facility
Deed of Suretyship and Terms and Conditions

1. Type of Business (Please mark with an x)

INDIVIDUAL COMPANY CLOSE CORPORATION PARTNERSHIP BUSINESS TRUST

2. Registered name of Business:

(Company, Close Corporation, etc) _____

3. Trading name:

(Herein after the registered name and/or trading name will be referred to as "the Customer")

4. Registration number:

(Company, Close Corporation, etc) : _____

5. Registered address:

(Not P.O. Box No.) _____

(Customer selects this address as his/her/its domicilium citandi et executandi)

6. Nature of business:

(E.g wholesaler, pharmacy, general practitioner, veterinary, hospital, etc)

7. SAPC/HPCSA/SAVC/
SANC Registration No:

(Copy of certificate to be attached)

8. Medical Practitioners / Nursing Sisters:

RAMS/Practice No: _____ Dispensing License No: _____
SANC Permit No: _____

Dispensing License Expiry Date:

SANC – Permit Expiry Date: _____ (Copy of license / permit to be attached)

9. Delivery address _____

10. Postal address _____

Postal Code: _____



Emergency Service
0800 11 36 16

11. Contact Details:

Telephone No: (____)_____ Fax No: (____)_____

Cellular No: _____ e-mail: _____

12. Names of Contact Persons authorised to act on behalf of the Customer for:

Orders: _____

Accounts: _____

13. VAT Number:

(If the Customer is a registered vendor, the Customer's VAT number must be supplied in terms of the Value-Added Tax Act, 89 of 1991 [as amended])

14. Banking Details:

Bankers: _____ Branch: _____

Account name: _____ Account number: _____

15. Is the business franchised? Yes _____ No _____

Name of franchise: _____

Does the business form part of a buying group? Yes _____ No _____

Name of buying group _____

16. Full names of directors / members / partners / owners

| Name | % ownership | Residential address | Identity number |
|-------|-------------|---------------------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

17. Trade references:

| Name of company | Account Number | Contact Person | Telephone Number |
|-----------------|----------------|----------------|------------------|
|-----------------|----------------|----------------|------------------|

1. _____

2. _____

3. _____

Provisions relating to the National Credit Act, 34 of 2005 and the Consumer Protection Act, 2008

Turnover Disclosure

Annual turnover at date of this application: R _____

Asset value at date of this application: R _____

To the extent that the Customer is a natural person, or a juristic person as defined in the Consumer Protection Act, 2008 ("CPA") whose asset value and annual turnover, at the time of concluding this agreement or any sale pursuant thereto, are both less than the threshold determined by the Minister in terms of Section 6 of the CPA (as at 1 April 2011, R3 Million), then the Customer's attention is drawn to the provisions of paragraphs 1 and 2 below:

1. The Customer's attention is drawn to the following specific provisions of the General Terms and Conditions:

| | |
|---|------------------|
| - Clause 8.1 provides that delivery is deemed to take place at the premises of The Sisonke Partnership. | _____ Initial |
| - Clause 8.2 provides that any transporter appointed to deliver goods is deemed to be the Customer's agent and the Customer indemnifies The Sisonke Partnership against any claims that may arise from such agreement with the third party. | _____ Initial |
| - Clauses 8.3 and 8.4 limit the risk of The Sisonke Partnership and the Suppliers for <i>inter alia</i> any late, incorrect, partial or non-delivery of goods ordered by the Customer. | _____ Initial |
| - Clause 9 and the sub-paragraphs thereto incorporate provisions that regulate claims made by the Customer and that limit the liability on The Sisonke Partnership and the Suppliers. In particular, the Customer's attention is drawn to the limitation of liability set out in clause 9.4 in terms whereof The Sisonke Partnership does not warrant that goods are fit for a particular purpose and in terms whereof The Sisonke Partnership and the Suppliers exclude liability for defects in goods and for injury, damage or loss resulting from misuse or abuse of goods. | _____ Initial |

2. The provisions of clause 10.1.2 of the General Terms and Conditions that authorise the Suppliers and The Sisonke Partnership to enter premises for the purposes of repossessing goods is not applicable to the Customer.

Name _____ Signature _____ Date _____

General Terms and Conditions

1. The Sisonke Partnership is a duly appointed distribution agent for a number of Sellers (“the Suppliers”). The names and identities of each of the Suppliers are available from The Sisonke Partnership, or, may be viewed on the website – www.utipharma.co.za. All references in these terms and conditions to The Sisonke Partnership shall, unless the context indicates to the contrary, be construed having regard to its aforesaid agency status.
2. All purchases made by the Customer from The Sisonke Partnership shall be governed by the terms and conditions contained herein and such other conditions which may appear on the tax or commercial invoice.
3. The list of Suppliers who distribute through The Sisonke Partnership may from time to time change. Notwithstanding any changes to the Suppliers, it is agreed between the parties that these General Terms and Conditions shall apply to all orders placed by the Customer with The Sisonke Partnership for the supply of each Supplier’s goods. It is recorded that The Sisonke Partnership receives a benefit for the performance of the aforesaid services on behalf of the Suppliers and accordingly The Sisonke Partnership is a party to this agreement and has a direct interest in this agreement.
4. No variation or alteration of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised executive or manager of The Sisonke Partnership, or of the Supplier concerned.

5. Credit Bureaux

- 5.1. The Customer agrees that The Sisonke Partnership may transmit to a registered Credit Bureau(x) information concerning:
 - 5.1.1. This application and the Customer’s account with The Sisonke Partnership.
 - 5.1.2. Any non-compliance by the Customer with the terms of this agreement.
- 5.2. The Customer agrees that such Credit Bureau(x) will provide a credit profile and possibly a credit score on the creditworthiness of the Customer.
- 5.3. The Customer has the right to contact such Credit Bureau(x) to have a credit record(s) disclosed and to correct any inaccurate information.

6. Payment terms

- 6.1. Unless otherwise agreed to in writing the Customer shall pay the amounts reflected on The Sisonke Partnership Tax or Commercial Invoice at the offices of The Sisonke Partnership on order. If the Customer is a credit approved customer then payment of the amounts owing to The Sisonke Partnership shall be made to The Sisonke Partnership within each individual Supplier’s specified payment period or, if no payment period is specified in writing on the Application for Account/Credit Facility, then the Customer shall make payment within a period of 30 (thirty) days from the date of the statement of account issued by the Sisonke Partnership to the Customer.
- 6.2. In the event of a default the Customer will be liable to The Sisonke Partnership or the Supplier for any and all damages which The Sisonke Partnership or the Supplier may suffer as a result of the Customer’s breach and/or default.
- 6.3. The Customer shall not be entitled to withhold payment to The Sisonke Partnership for any reason whatsoever, nor shall the Customer be entitled to set off any amounts due by The Sisonke Partnership to the Customer against any debt due by the Customer to The Sisonke Partnership.

7. Quoted prices

All prices quoted by The Sisonke Partnership are determined by the Suppliers and are subject to increases, at the discretion of each individual Supplier. Without in any way limited the generality of the foregoing, the Suppliers

shall be entitled to increase the cost of goods from time to time consequent upon currency fluctuations, before dispatch of the goods by The Sisonke Partnership to the Customer.

8. Delivery

- 8.1. Unless otherwise agreed in writing, in the case of the export of goods to Customers outside the Republic of South Africa, delivery and risk shall be governed by the Incoterms specified on the Commercial invoice which Incoterms are available on request and are deemed to be incorporated herein. In all other instances delivery to the Customer takes place at the place of business of The Sisonke Partnership and *prima facie* proof of delivery to the Customer shall be by means of an original copy of:
 - 8.1.1. The Sisonke Partnership delivery note signed by the Customer; or
 - 8.1.2. proof of delivery to the nominated address of the Customer.
- 8.2. Unless specified by the Customer to the contrary the transporter is deemed to be the Customer's agent and the Customer authorises The Sisonke Partnership to engage such third party to transport the goods to the Customer on such terms as The Sisonke Partnership deemed fit and the Customer indemnifies The Sisonke Partnership against any claims that may arise from such agreement with such third party.
- 8.3. All deliveries are subject to the availability of the goods and The Sisonke Partnership shall be entitled, in its sole discretion, to split delivery of the goods ordered by the Customer in the quantities and on the dates it decides and to invoice them separately to the Customer.
- 8.4. Any date indicated by The Sisonke Partnership for delivery of the goods shall be regarded as an estimated date of delivery and shall not constitute a contractual obligation. The Sisonke Partnership shall not be liable for any loss or damage of whatsoever nature incurred or suffered by the Customer as a result of or in connection with any late, incorrect, partial or non-delivery. The Sisonke Partnership will make every endeavour to deliver timeously but the Customer shall not be entitled to cancel or repudiate this agreement or claim damages for consequential loss or otherwise or to refuse to accept delivery or part delivery on the grounds of delay in the delivery of the order or any part thereof for any cause whatsoever.
- 8.5. The Sisonke Partnership shall have the right to cancel a Customer's order where The Sisonke Partnership is unable to supply and deliver the goods due to force majeure from any cause beyond the control of The Sisonke Partnership including, but not limited to, inability to secure labour, power, materials or supplies, or by reason of an act of God, or civil disturbance, riot, state of emergency, strike, lockout, labour disputes, fire, flood, drought or legislation.

9. Manufacturer's Guarantee, Damaged Goods And Incorrect Deliveries

- 9.1. To be valid, any claims under the Manufacturer's guarantee or for damaged goods or incorrect deliveries shall be supported by the original The Sisonke Partnership Tax Invoice or export documents (where applicable).
- 9.2. All manufacturers' guarantees are immediately null and void and no goods shall be accepted for return if any of the containers have been tampered with or should the seals or labels have been broken by anyone other than The Sisonke Partnership or should the goods have been stored outside the manufacturers' specifications.
- 9.3. Claims in respect of incorrect deliveries or damaged goods will only be considered if made within 48 hours of delivery of the goods, after which time the Customer shall be deemed to have received and accepted the goods in good order and in full compliance with the orders placed. The Customer shall notify The Sisonke Partnership of its claim either in writing or telephonically (within the stipulated time period) provided however that no telephonic notification shall be valid unless the Customer is in possession of a valid claim number from The Sisonke Partnership.
- 9.4. Any other warranty as to quality or freedom from latent defects of the goods sold or fitness for any particular purpose or otherwise is hereby excluded. Neither The Sisonke Partnership nor the Suppliers

shall be under any liability whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any misuse or abuse of the goods.

10. **Breach**

- 10.1. Should the Customer fail to make payment on due date in terms of Clause 6 hereof or should the Customer commit any other breach of its obligations hereunder, then the Suppliers, acting unilaterally, and/or The Sisonke Partnership shall have the option to either –
- 10.1.1. claim from the Customer all sums owing to the Suppliers, whether then due and payable or not, which sums will then (in consequence of such breach) immediately become due and payable, the Customer forfeiting all discounts on the goods sold; alternatively
- 10.1.2. without prejudice to any other remedy that the Suppliers may be entitled to in terms hereof or by law, to cancel the contract with the Customer, retake possession of the goods supplied and not paid for and recover all amounts already due by the Customer as well as damages it may have suffered by reason of the Customer's breach. To give effect thereto, the Customer irrevocably authorises the Suppliers and The Sisonke Partnership or their appointed agent, to enter its premises to repossess its goods supplied and not paid for.
- 10.2. Subject to the provisions of Clause 10.1 if execution is levied upon the Customer's assets or should the Customer make any offer of compromise with its creditors or commit any act of insolvency, or if it is a limited liability Company or Close Corporation, an application for the Customer's liquidation is made, the Suppliers shall have the right to forthwith terminate the contract with the Customer without prejudice to any claim and remedies the Suppliers might have against the Customer for payment of the amounts already due prior to cancellation and damages suffered by the Suppliers by virtue of the Customer's breach.

11. **General**

- 11.1. Should the Customer be domiciled outside the Republic of South Africa, this Agreement and all contracts of sale between the Customer and The Sisonke Partnership 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.
- 11.2. In the event of it being necessary for the Suppliers and/or The Sisonke Partnership to instruct their attorneys as a result of any breach of these conditions by the Customer or to recover any amounts owing by the Customer to the Suppliers or to enforce any of the terms hereof, the Customer agrees:
- 11.2.1. to pay for all legal costs on the attorney and client scale inclusive of collection commission, tracing charges, validation fees and stamp duties on any form of security that the Suppliers may require from the Customer; and
- 11.2.2. that The Sisonke Partnership shall (notwithstanding anything to the contrary contained herein, and in particular its status as Agent) be entitled, in its discretion, to institute legal proceedings in its own name against any Customer and/or Surety (if applicable) for the enforcement of any of the terms hereof and/or the recovery of any amount due in terms hereof.
- 11.3. The Sisonke Partnership is authorised by the Suppliers to communicate to the Customer the separate credit limits granted to the Customer (for each Supplier) based on each Supplier's individual requirements. The granting, continuation and termination of the credit facilities, if any, shall ultimately be within the sole discretion of each individual Supplier. Notwithstanding the a foregoing, the Customer is entitled to contact each individual Supplier to request an increase in the credit limit granted to the Customer.
- 11.4. The Customer shall notify The Sisonke Partnership in writing by registered post within fourteen days of any changes of any of the information set out in the Application for Account/Credit Facility. In particular, the Customer undertakes to inform The Sisonke Partnership by registered mail within fourteen days of any change of Directors or Members (if the Customer is a Company or other corporate body) or change of address or 14 days prior to the sale, or alienation of the Customer's business. Failure to do so shall constitute a material breach of the terms hereof.

- 11.5. The Sisonke Partnership shall be entitled to verify the Customer's registration within the relevant regulatory or statutory bodies.
- 11.6. The Customer chooses its street address appearing in the first page of the Application for Account/Credit Facility as its *domicilium citandi et executandi*.
- 11.7. In these terms and conditions, unless the context otherwise requires, words importing the masculine gender shall include the feminine gender and words importing to the singular shall include the plural and vice versa. All references herein to "Suppliers" shall be construed as comprising separate and distinct rights and/or obligations of each individual Supplier concerned.
- 11.8. The invalidity of any clause or part thereof of these terms and conditions will not effect the validity of the rest of the terms and conditions.
- 11.9. The Customer is entitled to contract direct with any individual Supplier and the Customer is entitled to negotiate any aspect surrounding these terms and conditions direct with any of the Suppliers.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL TERMS AND CONDITIONS AND THE SPECIAL TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT THEM AS BINDING ON THE CUSTOMER. I FURTHER WARRANT THAT I AM DULY AUTHORISED TO CONTRACT ON THE CUSTOMER'S BEHALF.

Name _____ Signature _____ Date _____