

CREDIT APPLICATION FORM

I / We hereby apply for credit facilities and for the opening of an account. In support of the application, the following particulars are furnished.

1. REGISTERED COMPANY			
a. Company Registration Number			
b. Registration Date			
c. VAT Number			
d. Holding Company			
2. Company Trading Name			
3. PHYSICAL ADDRESS			
4. BILLING ADDRESS			
<input type="checkbox"/> Please tick if Billing Address is the same as Physical Address			
5. CONTACT DETAILS			
a. Telephone number			
b. Mobile Number			
c. Email address			
d. Qualification			
e. Practice Number			
6. BANKING DETAILS			
a. Name			
b. Branch			
c. Account number			
d. Account type			
e. Date opened (Please provide a bank confirmation letter)			
7. WHO ARE THE DIRECTORS OF THE COMPANY			
Full Names	ID / Passport Number	Personal Address	Telephone Number



CREDIT APPLICATION FORM

8. TRADE REFERENCES

Company	Number
Company	Number
Company	Number

9. CREDIT AMOUNT REQUIRED R _____

10. I/We acknowledge having read the enclosed TERMS AND CONDITIONS, and without limiting the generality thereof, especially CLAUSE 63, agree to be bound by all such TERMS AND CONDITIONS, included, in which is a deed of suretyship by the signatory/ies hereto.

11. I/we _____ undertake to pay / our account **STRICTLY** 30 days from date of statement, to be remitted by EFT to:

BANK ACCOUNT DETAILS

12. I/we _____ and _____ the undersigned do hereby warrant that all information recorded in this application is true and correct.

13. Signed at _____ this _____ day of _____ 20_____

Name: _____ Signature: _____

SIGNATURE(S) OF APPLICANT OR ITS DULY
AUTHORISED REPRESENTATIVE(S)

Name: _____ Signature: _____

WITNESS



CREDIT APPLICATION FORM

PERSONAL SURETY

I/We, the undersigned do hereby bind myself/ourselves as surety/ies and co-principal debtor/s in accordance with the suretyship terms as per CLAUSE 63 of the Alchemi Compounding Pharmacy Terms And Conditions Of Sale below.

FULL NAMES		SIGNATURE	
ID NUMBER		DATE	
OF (FULL STREET ADDRESS)			

FULL NAMES		SIGNATURE	
ID NUMBER		DATE	
OF (FULL STREET ADDRESS)			

FULL NAMES		SIGNATURE	
ID NUMBER		DATE	
OF (FULL STREET ADDRESS)			

FULL NAMES		SIGNATURE	
ID NUMBER		DATE	
OF (FULL STREET ADDRESS)			

AS WITNESSES

1.		2.	
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CREDIT APPLICATION FORM

ACCEPTANCE CONDITIONS

- The customer agrees that:
 - by placing an order with ALCHEMI COMPOUNDING PHARMACY it accepts these Terms and Conditions of Sale "Terms";
 - this agreement represents the entire agreement between the customer and ALCHEMI* and no alterations or additions to this agreement may be effected unless agreed to by both parties, reduced to writing and signed by the customer and a duly authorised representative of ALCHEMI*;
 - this agreement will govern all future contractual relationships between the parties;
 - this agreement is applicable to all existing debts and future debts between the parties;
 - this agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions;
 - any conflicting conditions stipulated by the customer are expressly excluded;
 - these terms supersede all previous conditions of agreement without prejudice to any securities or guarantees held by ALCHEMI* and
 - these terms apply to all servants and subcontractors of ALCHEMI*.

PRICING

- The customer agrees to the prices as per the official ALCHEMI* pricelist or quotation for any goods or services rendered, which may be obtained upon request.
- Prices are subject to change without notice.

ORDERS

- All orders must be in writing and signed by the authorised representative of the customer. Any order only becomes final and binding on receipt and acceptance of such written order by ALCHEMI* at its business addresses.
- Items which are out of stock may be placed on back order. Such items will be delivered as soon as stocks are available.
- It is the sole responsibility of the customer to determine that the goods or services ordered are suitable for the purposes of intended use.
- ALCHEMI* reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the customer should such goods be superseded, replaced or their manufacture terminated.
- All quotations will remain valid for a period of 15 days from the date of the quotation or until the date of issue of a new price list, whichever occurs first.
- All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by ALCHEMI*.
- Notwithstanding the provisions of clause 1, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these Terms and cannot be cancelled.
- Any order is subject to cancellation by ALCHEMI* if the customer breaches any of these Terms or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the customer or any of its principals.
- Any order is subject to cancellation by ALCHEMI* due to acts of God or any circumstance beyond the control of ALCHEMI*, including (without restricting this

clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

DELIVERY

- Product prices include delivery within the Gauteng region. For deliveries outside Gauteng, orders below R 1400 (excl VAT) will incur a delivery fee of R 120
- For Gauteng orders we will deliver within 48 hours if order was placed before 14h00, else allow 72 hours.
- All other orders will be dispatched within 48 hours via courier. Cold Chain orders will be delivered within 48 hours. An email will be sent with waybill information on all cold chain orders.
- The customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the customer at the prices agreed to by the customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- ALCHEMI* shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
- ALCHEMI* shall be entitled to invoice each delivery / performance actually made separately.
- The risk of damage to, destruction or theft of goods shall pass to the customer upon delivery.
- Any delivery note or waybill (copy or original) signed by the customer or a third party engaged to transport the goods shall be prima facie proof that delivery was made to the customer.
- Delivery, installation and performance times quoted are merely estimates and are not binding on ALCHEMI*.
- In all cases where delivery is by carrier, the carrier shall be deemed to be the customer's agent and delivery to such carrier shall be deemed to be delivery to the customer.
- Goods are specified according to the Manufacturer's product specifications and all other guarantees including common law guarantees are hereby specifically excluded.

LIABILITY

- ALCHEMI* accepts no liability for the product if used in contravention of the instructions as per the supplier.
- ALCHEMI* will in no way be liable to any customer for any damages arising out of the use of the product before or after any expiry date, except if such damages are as a result of defective workmanship in the manufacture of the products.
- Under no circumstances shall ALCHEMI* be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.
- Liability under clause 25 is limited to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of ALCHEMI*.
- No claim under this agreement shall arise unless the customer has, within 3 days of an alleged breach of contract and/or

defect occurring, given ALCHEMI* written notice by prepaid registered post of such breach or defect, and has afforded ALCHEMI* at least 30 days to rectify such defect or breach.

- The customer acknowledges that it does not rely on any representations made by ALCHEMI* in regard to the goods and services or any of its qualities other than those contained in these Terms.
- The customer agrees that neither ALCHEMI* nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer.
- Under no circumstances shall ALCHEMI* be liable for any damage arising from any misuse, abuse or neglect of the goods or services.
- All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than ALCHEMI* or should the goods be used or stored outside the Manufacturer's specifications.

CLAIMS AND RETURNS POLICY

- All claims or requests for returns must have prior approval from ALCHEMI*'s Management before such claim can be processed or product returned.
- ALCHEMI* can be contacted on telephone number 010 023 2304 or any such other number as ALCHEMI* may designate from time to time, for uplift requests.
- All products are, subject to the provisions of clause 36, supplied on a nonreturnable basis.
- Any claims for damaged stock and/or incorrect deliveries, including stock shortages or picking errors will only be considered if reported to ALCHEMI* within 48 working hours of the delivery date of such products and the physical return of products within 30 calendar days to ALCHEMI*. Failure to make such report to ALCHEMI* and the timely return of stock shall constitute a waiver by the customer of any right to make such a claim.
- All goods are checked carefully before delivery. ALCHEMI* cannot accept responsibility for any deterioration which may occur because of failure to follow storage and handling instructions precisely.
- Original invoice numbers must be quoted when submitting a claim with detailed supporting documentation.

PAYMENT TERMS

- The customer agrees that the amount contained in a Tax Invoice issued by ALCHEMI* shall be due and payable unconditionally cash on order or if the customer is a Credit Approved customer, within 30 days from the end of the month in which a Tax Invoice has been issued by ALCHEMI*.
- The customer agrees to pay the amount on the Tax Invoice by EFT and/or at the offices of ALCHEMI*.
- The risk of payment by cheque through the post rests with the customer.
- The customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the customer.
- The customer is not entitled to set off any amount due to the customer by ALCHEMI* to any amount owed to ALCHEMI*.
- ANY SETTLEMENT DISCOUNTS ALLOWED SHALL BE FORFEITED IF PAYMENT IN FULL IS NOT MADE ON THE DUE DATE



CREDIT APPLICATION FORM

45. The customer agrees that the amount due and payable to ALCHEMI* may be determined and proven by a certificate issued and signed by any director or manager of ALCHEMI*, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the customer.

46. The customer hereby acknowledges that should any amount not be paid on due date, the full amount owing by the customer to ALCHEMI* shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due. The customer shall pay interest on all overdue amounts at a compound rate of 1.5% per month. The customer further agrees that in the event of its default in any respect whatsoever towards ALCHEMI*, ALCHEMI* shall be entitled to place the customer on "stop supply" without any notice not withstanding that the customer may have placed an order for the supply of goods prior to the stop supply date.

47. ALCHEMI* shall be entitled to review and/or withdraw credit facilities at any time within its sole discretion.

48. A Credit Approved customer will forth with lose this approval when payment is not made according to the conditions of clause 39 and all amounts outstanding shall immediately become due and payable.

OWNERSHIP OF PRODUCT

49. All goods supplied by ALCHEMI* remain the property of ALCHEMI* until such goods have been fully paid for whether such goods are attached to other property or not.

50. The customer shall not allow the goods to become encumbered in any manner prior advise third parties of the rights of ALCHEMI* in the goods.

GENERAL

51. The customer agrees that if an account is not settled in full against order or within the period stated in clause 39 above in the case of a credit approved customer; ALCHEMI* is:

- i. entitled to immediately institute action against the customer at the sole expense of the customer; or
- ii. to cancel the agreement and take possession of any goods delivered to the customer and claim damages. These remedies are without prejudice to any other right ALCHEMI* may be entitled to in terms of this agreement or in law. ALCHEMI* reserves its right to stop supply immediately on cancellation or on non-payment.

52. The customer shall be liable to ALCHEMI* for all legal expenses on the attorney-and - own-client scale incurred by ALCHEMI* in the event of

- (a) any default by the customer or
- (b) any litigation in regard to the validity and enforceability of this agreement. The customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that ALCHEMI* may demand.

53. The customer agrees that ALCHEMI* will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

54. In the event of cancellation of the agreement by ALCHEMI*, ALCHEMI* is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the customer.

55. This agreement and its interpretation is subject to South African law and the customer consents to the exclusive jurisdiction of the

South African Courts and that ALCHEMI* shall have the right to institute any legal action in either the Magistrate's Court or the Pretoria Local Division of the High Court

56. at its sole discretion. The customer agrees that no indulgence whatsoever by ALCHEMI* will affect the terms of this agreement or any of the rights of ALCHEMI* and such indulgence shall not constitute a waiver by ALCHEMI* in respect of any of its rights herein. Under no circumstances will ALCHEMI* be estopped from exercising any of its rights in terms of this agreement. No amendment and/or alteration and/or deletion and/or cancellation of these terms and conditions, whether consensual or unilateral and bilateral shall to writing and signed by ALCHEMI*. No agreement, whether consensual or unilateral or bilateral, purporting to obligate ALCHEMI* to sign and written agreement to amend, alter, delete, add or cancel these terms and conditions shall be of any force and effect unless No warranties, representations or guarantees have been made by ALCHEMI* and/or on its behalf which may have induced the customer and/or the surety to sign this document.

57. Each provision of this agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this agreement shall nevertheless remain binding and continue with full force and effect.

58. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications & Transactions Act 25 of 2002 have not been met.

59. Any document shall be deemed duly presented to and accepted by the customer i. Within 5 days of prepaid registered mail to any of the customer's business or postal addresses or to the personal address of any director, member or owner of the customer; or ii. within 24 hours of being faxed to any of the customer's fax numbers or any director, member's or owner's fax numbers; or iii. on being delivered by hand to the customer or any director, member or owner of the customer; or iv. within 48 hours if sent by overnight courier or v. within 7 days of being sent by surface mail, or within 24 hours of being e-mailed to any e-mail address provided by the customer.

60. The customer chooses its address for any notification or service of legal documents or processes as the physical business address or the physical addresses (domicilium citandiet executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

61. The customer undertakes to inform ALCHEMI* in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the customer's business and failure to do so will constitute a material breach of this agreement. Upon receipt of such written notification, ALCHEMI* reserves the right, at its sole discretion, to withdraw any credit facility advanced to the customer.

62. The customer hereby consents to the storage and use by ALCHEMI* of the personal information that it has provided to ALCHEMI* for establishing its credit rating and to ALCHEMI* disclosing such information to credit control companies, banks and other institutions involved in rating credit. The customer agrees that ALCHEMI* will not be held liable for the good faith disclosure of any of

this information to such third parties and that no the transfer of such information to a specific third party.

63. SURETYSHIP TERMS AND CONDITIONS

01. I/We, the surety/ies listed in the suretyship section of the Application for Credit Facilities and Suretyship form above, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s in solidum for all amounts which are now or might in the future become payable by the customer any agreement between the parties, both current and future or from any other cause howsoever arising.

02. I/We renounce the benefits of excussion, division, non causa debiti, no value received, revision of accounts & cedendum actionem, the nature and extent of which I/we acknowledge myself/ourselves to be fully aware of.

03. No relaxation or indulgence granted by the creditor to the customer and/ or the any of the rights of ALCHEMI* in terms of the agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of the agreement.

04. I/We consent to the jurisdiction of the Magistrate's Court having jurisdiction over our person, provided ALCHEMI* shall be entitled to institute action in any other competent court, which may have jurisdiction.

05. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.

06. I/We choose as my/our domicilium citandi et executandi for all purposes arising out of this suretyship the address/es set out in the suretyship section of the agreement alongside my/our respective signature/s and the provisions of clauses 59 and 60 of these Terms shall apply hereto mutatis mutandis.

07. I/We indemnify and hold ALCHEMI* and its cessionary in the event of a cession harmless against any claim arising out of or incidental to the Terms, to its breach or its termination for any reason whatsoever.

08. I/we confirm that no other consent, and in particular no consent of any spouse, is required to make this suretyship valid.

09. I/we confirm that ALCHEMI* has encouraged and advised me/us to obtain independent legal advice and that I/we understand my/our commitment as surety and the potential consequences of my/our decision.

10. I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship.

11. I/We hereby agree that where it is contemplated that more than one person will sign as surety, I or any of us who may have signed as surety/ies shall be bound in solidum, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.

12. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force or effect unless it is in writing and signed by ALCHEMI* or its cessionary.

13. The terms of clause 45 of the Terms shall apply hereto mutatis mutandis.

*ALCHEMI COMPOUNDING PHARMACY

Initial	Witness
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