

Credit Application and Suretyship

1.Trading name of business:			
2.Registered name of business:			
3.Registration No:			
4.Incorporated form of business: (Please indicate)		Private Company	Close Corporation
		Sole Proprietorship	Partnership
5.Details of Proprietors/Directors/Member/Partners			
Full Name:		ID No:	
Full Name:		ID No: <i>(attach copies of ID Documents)</i>	
6.Registered practice number: <i>(attach certificate)</i> /Department of Health Licence Number <i>(attach certificate)</i> *(When applicable)			
7.SA Pharmacy Council number:(SAPC) <i>(attach certificate)</i> or Health Professions Council of SA Number: (HPCSA) <i>(attach certificate)</i>			
8.VAT registration number: <i>(attach certificate)</i>		Date of establishment of business:	
9.Business activities:			
10.Registered Physical address: Street address:		E mail:	
Block/Building:			
Suburb:			
Region:			
11.Postal address:			Code
12.Telephone area code & no. ()		Fax area & no. ()	
13.Auditors/Financial officer's name if registered business is a legal entity e.g. PTY Ltd/CC/LTD		Tel area code & no ()	
14.Banker's details: Institution:		Branch	Date opened
15.Account Number:			
16.Account Holder:		<i>(attach cancelled cheque)</i>	
17.Type of Account:			
18.If less than 3 years, previous Bankers:		Branch	
19.Account Number:			
20.Trade Reference 1: Name			Tel ()
21.Trade Reference 2: Name			Tel ()
22.Anticipated monthly purchases range between		(lowest) R	(highest) R
23.Account contact person:		Accepting Back Orders	Credit limit required as per addendum:
24.Contact details:		Yes No	

Undersigned accepts the Standard Conditions of Agreement on the reverse side. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the end of the month in which a Tax Invoice has been issued by RTT MEDICAL. **I hereby certify that all above information is correct.**

The signatory hereby binds himself/herself as co-principal debtor jointly and severally for all existing debts and any future debts incurred with RTT MEDICAL by the Application named above. Each page of the terms & conditions needs to be initial.

Signature for Customer:		Place	Date
Printed name(s):	Corporate designation of signatory:		
Signature as co-principal debtor and surety:			
Printed name(s):	Corporate designation of signatory:		

Standard Conditions of Agreement

1.1 The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and RTT MEDICAL a Division of RTT Group (Pty) Ltd (hereinafter called RTT MEDICAL) and that 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 RTT MEDICAL; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by RTT MEDICAL.

1.2 The Customer acknowledges that RTT MEDICAL is authorised by each Manufacturer from whom the Customer purchases goods through RTT MEDICAL to be such Manufacturer's distribution agent.

1.3 In the event of a conflict between the Manufacturer's Standard Trading Conditions and that of RTT MEDICAL, the former will take precedence.

2. This Agreement as well as any order only becomes final and binding on receipt and acceptance of this offer by RTT MEDICAL at its business address in Centurion.

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to RTT MEDICAL and agrees that these Standard Conditions will apply in the exact same way to him / her.

4. The Customer acknowledges that it does not rely on any representations made by RTT MEDICAL in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by RTT MEDICAL in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by RTT MEDICAL.

5.1 The Customer agrees that neither RTT MEDICAL nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 RTT MEDICAL 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.

6.1 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.

6.2 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be subject to these standard conditions and may not be revoked by the Customer.

6.3 RTT MEDICAL 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 and further shall be entitled to invoice each delivery separate.

6.4 Any waybill (copy or original) signed by the Customer or a third party engaged to transport the goods and held by RTT MEDICAL shall be prima facie proof that delivery was made to the Customer.

6.5 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order received in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full.

6.6 Delivery and performance times quoted are merely estimates and are not binding on RTT MEDICAL.

6.7 If RTT MEDICAL agrees to engage a third party to transport the goods, RTT MEDICAL is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by RTT MEDICAL and the Customer indemnifies RTT MEDICAL against any claims against RTT MEDICAL that may arise as a result thereof.

7.1 Goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee.

7.2 Goods will not be uplifted for credit without the Manufacturer consenting thereto. No goods will be uplifted without a Pick-up slip from RTT MEDICAL.

7.3 Unauthorised returns will not be credited nor will RTT MEDICAL be held responsible for the goods.

8.1 Under no circumstances shall RTT MEDICAL be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 Under no circumstances shall RTT MEDICAL be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9.1 The Customer agrees that the amount contained in a Tax Invoice issued by RTT MEDICAL shall be due and payable either (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from date of Invoice from the end of the month in which a Tax Invoice has been issued by RTT MEDICAL.

9.2 The Customer agrees to pay the amount abovementioned amount at the offices of RTT MEDICAL.

9.3 The risk of payment by cheque through the post rests with the Customer.

10.1 The Customer has no right to withhold payment for any reason whatsoever and no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by RTT MEDICAL, reduced to writing and signed by the Customer and a duly authorised representative of RTT MEDICAL.

10.2 The Customer is not entitled to set off any amount due to the Customer by RTT MEDICAL against this debt.

11.1 The Customer agrees that the amount due and payable to RTT MEDICAL may be determined and proven by a certificate issued and signed by any director or manager of RTT MEDICAL, whose authority may

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.

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

12.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 9.1 above in the case of a Credit Approved Customer; RTT MEDICAL 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 RTT MEDICAL may be entitled to in terms of this Agreement or in law. RTT MEDICAL reserves its right to stop supply immediately on cancellation or on non-payment.

12.2 RTT MEDICAL shall be entitled to withdraw credit facilities at any time within its sole discretion.

13.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in respect thereof. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

13.2 In the event of cancellation of the Agreement by RTT MEDICAL, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

14.1 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of RTT MEDICAL. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of RTT MEDICAL in the goods.

14.2 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (**confusio** or **commixtio**) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to RTT MEDICAL.

15.1 The Customer shall be liable to RTT MEDICAL for all legal expenses on the attorney-and-own-client scale incurred by RTT MEDICAL in the event of any litigation taken 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 RTT MEDICAL may demand.

15.2 The Customer agrees that RTT MEDICAL 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.

16. The Customer agrees that no indulgence whatsoever by RTT MEDICAL will affect the terms of this Agreement or any of the rights of RTT MEDICAL and such indulgence shall not constitute a waiver by RTT MEDICAL in respect of any of its rights herein. Under no circumstances will RTT MEDICAL be estopped from exercising any of its rights in terms of this Agreement.

17. The Customer hereby consents that RTT MEDICAL shall have the right to institute any legal action in either the Magistrate's Court or the Transvaal Provincial Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

18.1 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 (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

18.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et 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).

18.3 The Customer undertakes to inform RTT MEDICAL 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, RTT MEDICAL reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

18.4 The Customer hereby consents to the storage and use by RTT MEDICAL of the personal information that it has provided to RTT MEDICAL for establishing its credit rating and to RTT MEDICAL disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that RTT MEDICAL will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

19. The Customer agrees to the Standard Rates of RTT MEDICAL for any goods or services rendered, which rates may be obtained on request.

20. 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.

21. Any order is subject to cancellation by RTT MEDICAL due to acts of God or any circumstance beyond the control of RTT MEDICAL, 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.

22. Any order is subject to cancellation by RTT MEDICAL if the Customer breaches any terms of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals. The customer gives consent that any legal action can be taken against them in case of non-payment of the account.

23. The Customer agrees that RTT MEDICAL will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.

24. This Agreement and its interpretation is subject to South African law.

_____ (Initial)



RTT MEDICAL a Division of RTT Group (Pty) Ltd
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 Website: www.phdist.co.za

Distribution agent for Suppliers
 Document Version: 5.0

Required Credit Limit per Client/Back Order

Trading name of business:
Registered name of business:

Name of Client Company	Credit Limit Required	Name of Client Company	Credit Limit Required
Merck Ethical		Solal Technologies	
Xixia – Mylan		Accord Healthcare	
AstraZeneca		Activo Pharmaceuticals	
Sekpharma		Sacks Optical	
Foodstate		Wellbeing Company	
SCP – Mylan			
Nycomed			
Galderma			
Sport Health & Fitness Technologies			
Janssen-Cilag			
Thebe Alliance			
Astellas Pharma			
Drug-Trade Marketing			
Gulf Drug Company			
Crovan Health			
Trident Pharma			
Patient Focus			
Futuremed			
GSK Consumer			
Glenmark Pharmaceuticals			
Specpharm			
Aurobindo			
Aspen			
Bio Science			
Bio Harmony			
3 M			
Alcon Lab			
Herbex			
Venture Pharm			
Dr. Reddy's			
Inova			
Vital Health Foods			
Ama Surgical			

Accepting back orders:	Yes:	No:
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