



EMS Pharmaceutical Distribution (PTY) Ltd

Tel: 012 803 1985

accounts@emspharm.co.za

283 Rotsvygie Street
La Montagne, Pretoria,
0184

Dear Customer

We thank you for your interest in becoming an EMS PHARMACEUTICAL DISTRIBUTION customer. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

E-mail: accounts@emspharm.co.za

We further require that the original application form be forwarded to the following address:

283 Rotsvygie Street
La Montagne
Pretoria
0184

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable



EMS Pharmaceutical Distribution (PTY) Ltd

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283 Rotsygie Street
 La Montagne, Pretoria,
 0184

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE.

SECTION A – Questionnaire

We, _____ (hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **EMS PHARMACEUTICAL DISTRIBUTION (PTY) LIMITED** registration number **2012/161001/07** (hereinafter referred to as "EMS PHARMACEUTICAL DISTRIBUTION"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
----------------	-------------	-------------------	----------------------	------------------	-------

2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

3.1 Postal Address _____
 _____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____

3.4 Telephone Numbers Area Code (_____) _____

3.5 Telefax Number Area Code (_____) _____

3.6 Cellular Number _____

3.7 e-Mail address _____

3.8 Name, Address, and Contact number of Landlord _____

3.9 Person responsible for account payment _____

3.10 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

D	D
---	---

M	M
---	---

Y	Y	Y	Y
---	---	---	---

Please initial here _____



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- 5.1 Bankers _____
 (First National Bank and ABSA Bank applicants are required to attach a Bank Code letter to this application)
- 5.2 Branch _____
- 5.3 Account Number _____
- 5.4 Account Holder Name _____
- 5.5 Branch Code _____
- 5.6 Type of account _____
- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number (SA Citizens only)	Residential Address	Residential Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Residential Address	Residential Phone

7. Details of beneficial owners of THE APPLICANT - SA CITIZENS & FOREIGN NATIONALS

Full Name	Nationality	ID Number / Passport Number

Please initial here _____



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8. Details of Shareholders of THE APPLICANT

Full Name of individual/entity	ID Number / Entity Registration Number	Nationality	Registered / Physical Address

9. Trade References

Trade Reference 1	
Company Name	
Contact person and Telephone Number	
Average Monthly Purchases	
Credit limit	
Trade Reference 2	
Company Name	
Contact person and Telephone Number	
Average Monthly Purchases	
Credit limit	
Trade Reference 3	
Company Name	
Contact person and Telephone Number	
Average Monthly Purchases	
Credit limit	

10. The following credit limit request is for assessment purposes only and does not form part of this contract:

10.1 Amount of credit required R _____

10.2 Estimated monthly purchases R _____

The limit inserted above does not, inter alia, constitute an obligation on behalf of EMS PHARMACEUTICAL DISTRIBUTION to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to EMS PHARMACEUTICAL DISTRIBUTION.

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11. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

11.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES	NO
-----	----

11.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES	NO
-----	----

12. In terms of the Companies Act 71, of 2008 please state:

12.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
-----	----

12.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
-----	----

13. Please state SAPC / HPCSA / SAVC / SANC registration number: _____
 (Please attach certificate hereto)

13.1 IS THE APPLICANT'S a Medical Practitioner or Nursing Sister?

YES	NO
-----	----

13.2 If YES, please state:

RAMS Practice Number*: _____
 Dispensing Licence Number*: _____
 SANC Permit Number*: _____
 Dispensing Licence Expiry Date*: _____
 SANC Permit Expiry Date*: _____

*Please attach a copy of the relevant licence/permit

14. Please state whether THE APPLICANT is part of a business franchise?

YES	NO
-----	----

14.1 If YES, please state the name of the Franchise: _____

15. Please state whether THE APPLICANT is part of a buying group?

YES	NO
-----	----

15.1 If YES, please state the name of the Group: _____

16. THE APPLICANT is requested to provide the following supporting documents:

Latest Audited Financial Statements
Company // Close Corporation // Trust registration documents
Vat Registration Certificate
Tax Clearance Certificate
Copies of ID documents and/or Passports of all the directors, members, and sole proprietors of THE APPLICANT
Bank Account Confirmation Letter
Applicants who bank with First National Bank and ABSA Bank are required to attach a Bank Code letter from their bank to this application

Please initial here _____



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SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with EMS PHARMACEUTICAL DISTRIBUTION and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

- 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by EMS PHARMACEUTICAL DISTRIBUTION. Settlement is affected only on receipt of cash or by way of Electronic Funds Transfer (EFT) or any other payment instrument acceptable to EMS PHARMACEUTICAL DISTRIBUTION and shall be made to EMS PHARMACEUTICAL DISTRIBUTION free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by EMS PHARMACEUTICAL DISTRIBUTION is entirely at the discretion of EMS PHARMACEUTICAL DISTRIBUTION and may be withdrawn at any time.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from EMS PHARMACEUTICAL DISTRIBUTION, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and EMS PHARMACEUTICAL DISTRIBUTION shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of EMS PHARMACEUTICAL DISTRIBUTION invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

2. Change of address

THE APPLICANT undertakes to notify EMS PHARMACEUTICAL DISTRIBUTION in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify EMS PHARMACEUTICAL DISTRIBUTION, in writing, within twenty days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to EMS PHARMACEUTICAL DISTRIBUTION.

4. Domicilium

THE APPLICANT and the signatory hereto choose their *Domicilium Citandi et Executandi* (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents, and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. Consent to sharing information and retention periods

- 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that EMS PHARMACEUTICAL DISTRIBUTION has consent to:-
 - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANTS in terms of this agreement.
 - 5.1.2 EMS PHARMACEUTICAL DISTRIBUTION may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to EMS PHARMACEUTICAL DISTRIBUTION, EMS PHARMACEUTICAL DISTRIBUTION may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
- 5.3 EMS PHARMACEUTICAL DISTRIBUTION is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by EMS PHARMACEUTICAL DISTRIBUTION staff, representatives, and sub-contractors and EMS PHARMACEUTICAL DISTRIBUTION makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information EMS PHARMACEUTICAL DISTRIBUTION has collected, processed, and shared.

6. Pricing increments

- 6.1 Prices quoted by EMS PHARMACEUTICAL DISTRIBUTION are determined from time to time and are subject to increases, at the discretion of EMS PHARMACEUTICAL DISTRIBUTION. EMS PHARMACEUTICAL DISTRIBUTION shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
- 6.2 Unless otherwise specified, EMS PHARMACEUTICAL DISTRIBUTION prices include packing and delivery in accordance with its standard practice. EMS PHARMACEUTICAL DISTRIBUTION reserves the right to make additional charges if THE APPLICANT requires a method of packing or delivery different to that normally employed by EMS PHARMACEUTICAL DISTRIBUTION; such charges will be as stated in the Contract.

Please initial here _____



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7. **Valid orders**

In the event of any order being given to EMS PHARMACEUTICAL DISTRIBUTION on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

8. **Delivery**

- 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on EMS PHARMACEUTICAL DISTRIBUTION official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2 Any delivery date stated on any order confirmation is approximate only. EMS PHARMACEUTICAL DISTRIBUTION shall not be bound by that date but will make all reasonable efforts to deliver by that date.
- 8.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.
- 8.4 Whilst EMS PHARMACEUTICAL DISTRIBUTION will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 8.5 The risk in and to the goods shall pass from EMS PHARMACEUTICAL DISTRIBUTION to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of EMS PHARMACEUTICAL DISTRIBUTION delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by EMS PHARMACEUTICAL DISTRIBUTION. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9. **Warranties**

- 9.1 Goods are guaranteed according to either EMS PHARMACEUTICAL DISTRIBUTION specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of EMS PHARMACEUTICAL DISTRIBUTION not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by EMS PHARMACEUTICAL DISTRIBUTION be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact EMS PHARMACEUTICAL DISTRIBUTION within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to EMS PHARMACEUTICAL DISTRIBUTION, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by EMS PHARMACEUTICAL DISTRIBUTION.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of EMS PHARMACEUTICAL DISTRIBUTION are not covered in any warranties.
- 9.5 Should EMS PHARMACEUTICAL DISTRIBUTION find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to EMS PHARMACEUTICAL DISTRIBUTION may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. **Copyright**

THE APPLICANT acknowledges EMS PHARMACEUTICAL DISTRIBUTION intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. **Payment to EMS PHARMACEUTICAL DISTRIBUTION**

All payments shall be made to EMS PHARMACEUTICAL DISTRIBUTION place of business from where the goods were ordered. In the event of any payments transferred to the incorrect banking account THE APPLICANT shall still be liable to EMS PHARMACEUTICAL DISTRIBUTION for payment. Should EMS PHARMACEUTICAL DISTRIBUTION at any time advise THE APPLICANT of any change to EMS PHARMACEUTICAL DISTRIBUTION banking account details THE APPLICANT shall confirm such change with a Manager of EMS PHARMACEUTICAL DISTRIBUTION before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging EMS PHARMACEUTICAL DISTRIBUTION to afford THE APPLICANT any such indulgence to effect payment after due date.

12. **Reservation of ownership**

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in EMS PHARMACEUTICAL DISTRIBUTION. EMS PHARMACEUTICAL DISTRIBUTION shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold, or the value thereof as determined by EMS PHARMACEUTICAL DISTRIBUTION. THE APPLICANT hereby waives any right it may have for a spoliation order against EMS PHARMACEUTICAL DISTRIBUTION in the event that EMS PHARMACEUTICAL DISTRIBUTION takes possession of any goods.

Please initial here _____



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13. Responsibility for losses, damages, or delays

- 13.1** EMS PHARMACEUTICAL DISTRIBUTION will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, infectious diseases, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of EMS PHARMACEUTICAL DISTRIBUTION.
- 13.2** EMS PHARMACEUTICAL DISTRIBUTION provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

15. Interest on overdue accounts

EMS PHARMACEUTICAL DISTRIBUTION shall be entitled to charge THE APPLICANT interest at the rate of 2% (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as EMS PHARMACEUTICAL DISTRIBUTION affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of EMS PHARMACEUTICAL DISTRIBUTION - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to EMS PHARMACEUTICAL DISTRIBUTION, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with EMS PHARMACEUTICAL DISTRIBUTION, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to EMS PHARMACEUTICAL DISTRIBUTION, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by EMS PHARMACEUTICAL DISTRIBUTION against THE APPLICANT arising out of any transaction between the parties, it being recorded that EMS PHARMACEUTICAL DISTRIBUTION shall be entitled at its sole discretion, but not obliged, to bring any action or proceeding in either the district or regional division of the said court.

18. Arbitration

- 18.1** Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, EMS PHARMACEUTICAL DISTRIBUTION shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.
- 18.2** The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").
- 18.3** The arbitration shall be held at Johannesburg, South Africa.
- 18.4** The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 18.5** The arbitrator shall be entitled to:
- 18.5.1** Investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.
- 18.5.2** Decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and
- 18.5.3** Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.
- 18.6** The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 18.7** Notwithstanding anything to the contrary contained herein, EMS PHARMACEUTICAL DISTRIBUTION shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.

19. Recovery of legal/collection costs

Should EMS PHARMACEUTICAL DISTRIBUTION instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of EMS PHARMACEUTICAL DISTRIBUTION rights, EMS PHARMACEUTICAL DISTRIBUTION shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

Please initial here _____



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20. **Financial intelligence Centre Act (FICA)**

20.1 THE APPLICANT acknowledges EMS PHARMACEUTICAL DISTRIBUTION'S obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds EMS PHARMACEUTICAL DISTRIBUTION harmless against any claim of whatsoever nature instituted against EMS PHARMACEUTICAL DISTRIBUTION by a third party arising from any action taken by EMS PHARMACEUTICAL DISTRIBUTION in discharging its obligations in terms of FICA. This specifically includes for THE APPLICANT declaring that the proceeds of the sale of any of the goods or services provided by EMS PHARMACEUTICAL DISTRIBUTION to THE APPLICANT:-

20.1.1 are not received from unlawful activities, or

20.1.2 are not linked to an offence of terrorist financing, or

20.1.2 have not been used for money laundering purposes, or

20.1.4 have not been used to assist an offence being committed that relates to money laundering or terrorist financing.

20.2 It is further noted that EMS PHARMACEUTICAL DISTRIBUTION is an Accountable Institution in terms of the FIC Act. Any cash transaction in excess of R50 000 will be reported to Financial Intelligence Centre without any further reference to THE APPLICANT.

21. **Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of EMS PHARMACEUTICAL DISTRIBUTION shall not in any way operate as or be deemed to be a waiver by EMS PHARMACEUTICAL DISTRIBUTION of any rights under this contract or be construed as a novation thereof.

22. **Severability of clauses**

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

23. **Entire agreement**

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

Please initial here _____



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ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of EMS PHARMACEUTICAL DISTRIBUTION for the due performance of any obligation of THE APPLICANT and for the payment to EMS PHARMACEUTICAL DISTRIBUTION by THE APPLICANT of any amounts which may now or at any time be or become owing to EMS PHARMACEUTICAL DISTRIBUTION by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by EMS PHARMACEUTICAL DISTRIBUTION and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to EMS PHARMACEUTICAL DISTRIBUTION have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies EMS PHARMACEUTICAL DISTRIBUTION enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require EMS PHARMACEUTICAL DISTRIBUTION to first proceed against THE APPLICANT for payment of any debt owing to EMS PHARMACEUTICAL DISTRIBUTION before proceeding against the surety;
- Cession of Action – the right to require EMS PHARMACEUTICAL DISTRIBUTION to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____



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ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ 20____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE

APPLICANT by:

Name: _____

ID Number: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____