



EMS Pharmaceutical Distribution (PTY) Ltd

Tel: 012 803 1985
accounts@emspharm.co.za

283 Rotsygie Street
La Montagne, Pretoria,
0184

APPLICATION FOR CASH ON DELIVERY (COD) FACILITY

SECTION A - REQUIRED INFORMATION

We, _____ (hereinafter referred to as "THE APPLICANT") hereby make application for Cash on Delivery (COD) facility 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)

<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Private Co (Pty) Ltd	<input type="checkbox"/> Public Co. (Ltd)	<input type="checkbox"/> Trust
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- 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 _____

- 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 Person responsible for account payment _____

SECTION B – Terms and Conditions of Sale

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

Terms

THE APPLICANT agrees that any amount reflected in a **Tax Invoice shall be due and payable Cash on Delivery.**

1. 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 3.3 of this application.

Please initial here _____

2. Reservation of Ownership

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.

3. Delivery and returns

3.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on EMS PHARMACEUTICAL DISTRIBUTION'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased. Unless otherwise agreed upon in writing between THE APPLICANT and EMS PHARMACEUTICAL DISTRIBUTION, delivery shall be free on rail from EMS PHARMACEUTICAL DISTRIBUTION'S depots. If the goods are not sent rail to pay or by local delivery, EMS PHARMACEUTICAL DISTRIBUTION shall be entitled to recover the cost of delivery from THE APPLICANT.

3.2 Any damages incurred during delivery must be noted on EMS PHARMACEUTICAL DISTRIBUTION'S delivery note.

3.3 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.

3.4 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

3.5 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.

3.6 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'S delivery note, or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by EMS PHARMACEUTICAL DISTRIBUTION. The South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

4. Responsibility for losses, damages, or delays

4.1 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.

4.2 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.

5. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom 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 by its signature hereunder, confirms that the information submitted in this application is true and correct in all respects and that it is entirely familiar with the terms and conditions contained herein.

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: _____

Designation: _____

Signature: _____

ID Number: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____