

APPLICATION FOR CREDIT FACILITIES WITH New Medical Investment Holdings (PTY) LTD t/a Newmed

Registered Business Name	
Business Registration Number	
Business HPCNA number	
Name of health professional(s) & HPCNA reg. Number	
1.	
2.	
3.	
Tax Number	
Registered Address	
Delivery address	
Postal Address	
Telephone Number	
Fax Number	
Emergency Number	
Email address	
Owner / Directors (Attach copy of ID's)	
1.	
2.	
3.	
4.	
Bank Name	
Account Number	
Branch	
Bank type	
Credit limit to be held on your account	

NB: PLEASE ATTACH COPY OF A CANCELLED CHEQUE / BANK CONFIRMATION LETTER

If applicable please provide a List Sureties, Cession of Debtors, Notarial Bonds, Judgments, Liquidations against the business or any its principals or state.

Have moratoriums or offers of compromise ever been made to your Creditors? If yes please state reasons?

TRADE REFERENCES PLEASE SUPPLY 4 (FOUR): Name, Telephone No, Address:

1. _____
2. _____
3. _____
4. _____

23. Financial Information Available: Yes: _____ No: _____

WARRANTY

1. I, _____ by my signature hereto do warrant that:

- 1.1 All the information in this application is true, correct and up to date:
- 1.2 I am a Director/Partner/the Sole Proprietor/Member of the Applicant:
- 1.3 I am duly authorized to seek credit facilities for the applicant and to pledge applicant's credit:
- 1.4 I am duly authorized generally to represent and act for and bind Applicant:
- 1.5 I have read and understand the General Conditions of Sale.

2. Applicant undertakes to:

Make payment for all purchases within THIRTY (30) days of the statement.

- 2.1 Pay interest at the then current maximum bank overdraft rate on all amounts owing and not paid within THIRTY (30) of the date of the statement.
- 2.2 Be liable for all legal costs as between attorney and client as well as an additional Administrative Fee should it be necessary for legal action to be taken for the recovery of any amounts owing arising out purchase made, and via our in-house legal collections department.

3. Applicant acknowledges that:

- 3.1. In the event of credit facilities being granted, that it will be on the basis that the information made available in the document is true and correct in all respects.
- 3.2. Whether or not the information made available in this document is true and correct in all respects.
- 3.3. In the event of any information made available in the this document proving to be inaccurate or incorrect, no further credit facilities will be allowed and will forthwith be entitled to institute recovery proceedings for any or all sums then owing by Applicant arising out of facilities already given.

I, the undersigned _____ I.D NO. _____
 Of (address) _____

Which address I hereby choose as my domicilium citandi et executandi, do hereby bind myself to (hereinafter referred to as "the Creditor"), as Surety and Co-principal Debtor for (Name of _____ (hereinafter referred to as "the Debtor") in respect of all sums of money which may now or hereafter to be owed by the Debtor to the Creditor.

I agree that amount of the indebtedness of the Debtor to the Creditor at any time including legal costs and all other chargers shall be determined and proved by a certificate signed by an authorized employee of the Creditor or his attorney. It shall not be necessary to prove the appointment of the person signing any Certificate and such Certificate shall be binding on me and shall be conclusive proof of the amount of the indebtedness hereunder. Such Certificate shall be provisional sentence or summary judgment against me thereon.

In the event of an Attorney being instructed to connection with any amount payable by me in terms of this Surety ship then I agree that I shall be responsible for payment of all charges incurred by the Creditor inclusive of Attorney and Client charges and Administration Fee.

At the option of the Creditor any claim arising hereunder may be recovered in any Magistrates Court having jurisdiction notwithstanding that the amount claimed may exceed the jurisdiction I hereby consent.

I wave the benefit of the legal exceptions, non causa debiti, no value received, errore calculi, revision of account and the beneficium seu excussions et divisions, with the full force and effect of which I declare myself to be fully acquainted.

Thus done and executed at _____ on this the ____ day of _____ 20 ____.
 in the presence of the undersigned witnesses.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE IN ALL PARTS.

APPLICANT:

Name: _____

Signature: _____

WITNESSES:

1. Name: _____

Date: _____

2. Name: _____

Date: _____

SURETYSHIP

I, the undersigned _____ I.D NO. _____
 Of (address) _____

Which address I hereby choose as my domicilium citandi et executandi, do hereby bind myself to (hereinafter referred to as "the Creditor"), as Surety and Co-principal Debtor for (name of _____) (hereinafter referred to as "the Debtor") in respect of all sums of money which may now or hereafter to be owed by the Debtor to the Creditor.

I agree that amount of the indebtedness of the Debtor to the Creditor at anytime including legal costs and all other chargers shall be determined and proved by a certificate signed by an authorized employee of the Creditor or his attorney. It shall not be necessary to prove the appointment of the person signing any Certificate and such Certificate shall be binding on me and shall be conclusive proof of the amount of the indebtedness hereunder. Such Certificate shall be provisional sentence or summary judgment against me thereon.

In the event of an Attorney being instructed to connection with any amount payable by me in terms of this Surety ship then I agree that I shall be responsible for payment of all charges incurred by the Creditor inclusive of Attorney and Client charges and Administration Fee.

At the option of the Creditor any claim arising hereunder may be recovered in any Magistrates Court having jurisdiction notwithstanding that the amount claimed may exceed the jurisdiction I hereby consent.

I wave the benefit of the legal exceptions, non causa debiti, no value received, errore calculi, revision of account and the beneficium seu excussions et divisions, with the full force and effect of which I declare myself to be fully acquainted.

Thus done and executed at _____ on this the ___ day of _____ 20 ____.
 in the presence of the undersigned witnesses.

APPLICANT:

Name: _____

Signature: _____

WITNESSES:

1. Name: _____

Date: _____

2. Name: _____

Date: _____

(OFFICE USE ONLY)

Approved Signature: _____

Designation: _____

Not Approved Signature: _____

Credit Limit Granted: _____

Account Number: _____

Date Created: _____

Comments:

TERMS AND CONDITIONS OF CONTRACT

1. APPLICATION

- a. These terms and conditions override and supersede all other conditions and are without prejudice to any securities and/or guarantees which the seller holds.
- b. This contract constitutes the entire contract between the parties and no representation by any person or variations or consensual cancellation of or amendments to any of the terms and conditions hereof shall be valid or binding on the Supplier unless reduced to writing and signed by an authorized representative of the Supplier.
- c. To the extent that there is any conflict between these terms and a written agreement between the Supplier and the Purchaser in respect of a particular transaction, the terms of the Agreement will prevail.

2. PAYMENT

- a. The contract price shall be paid by the purchaser without any deduction or set-off within the period stipulated on the face hereof following the data appearing on the statement.
- b. If more than one delivery is made, then each delivery will be invoiced and paid for separately but otherwise but in accordance with (a).
- c. The Supplier shall be entitled to charge interest at the maximum rate possible, from time to time on all overdue amounts, as set forth in the Limitation and Disclosure of Finance Charges Act No. 73 of 1968, as amended, or any other applicable legislation.
- d. Should the Purchase default in paying his account then the Supplier shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the Purchaser, from whatever cause arising, will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- e. The Purchaser agrees that in the event of any portion of an invoiced indebtedness being disputed then, in that event, the Purchaser will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Purchaser, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.
- f. Where payment has been arranged on a promissory note/ bills basis, the Purchaser undertakes to furnish the Supplier with such instrument/s by the 14th of the month following upon that in which the goods are dispatched from the Supplier's premises. Should the Purchaser disputes any amount due for inclusion in a bill of promissory note the Purchaser shall nevertheless be obliged to furnish a bill or promissory note in respect of the undisputed sum. The term, bill or promissory note shall extend to any negotiable or non negotiable instrument of debt or bill of exchange.
- g. If the purchase prices is not paid on the due date and remains unpaid for 12 months after the receipt of written notice demanding payment, or if the Purchaser ceases to carry on business, the Supplier without prejudice to any other rights which it may enjoy may cancel the sale, retain all payments made and recover possession the goods.
- h. Until the purchase price of any of any goods has been paid, the Purchaser shall ensure that the goods are adequately insured against the unusual risks and produce conclusive proof of such insurance whenever called on to do so by the Supplier.

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3. PRICE

Unless another price has been quoted by the Supplier (which will then apply) the prices of goods or services will be the Supplier's current price ruling on the date they are delivered or rendered to the Purchaser. The Supplier may vary any quoted price by adding thereto the increased cost to it of any goods or components which are supplied to or from a part of goods supplied to the Purchaser resulting from any adverse fluctuation in the rate of exchange between the date of the quotation and the date of supply.

4. DISCOUNTS

- a. The contract price is strictly net and subject to any discounts unless otherwise agreed to in writing.
- b. If any discount is agreed to in writing it shall only be allowed if payment is received by the Supplier by the due date and shall only apply to the actual price of the goods themselves.
- c. No discount can be given on the official rate of V.A.T.

5. DELIVERY

- a. Delivery shall be completed when goods are off-loaded at their destination if the goods are to be transported by means of the Supplier's vehicle or when the goods are loaded if the goods are to be transported by the Purchaser or a carrier engaged (whether by the Supplier or the Purchaser) to transport the goods for the Purchaser.
- b. Should the Supplier at the Purchaser's request agree to a carrier to transport the goods for the Purchaser than;
 - i. The Supplier is authorized to engage a carrier on such terms and conditions as it deems fit
 - ii. The Purchaser shall indemnify the Supplier against all demands and claims which may be made against it by the carrier so engaged and all liability which the Supplier may incur to the carrier arising out of the transportation of goods.
- c. The risk in the goods shall pass to the Purchaser on delivery of the goods to the Purchaser, its agent or carrier referred to in 5(b) above.
- d. If the Purchaser fails to take delivery of the goods on due date then
 - i. The risk shall immediately pass from the Supplier to the Purchaser,
 - ii. The Purchaser shall refund to the Supplier on demand the reasonable costs (including storage and insurance) of keeping the goods during the period of that delay.
- e. The signature of any employee or agent of the Purchaser which appears on the Supplier's official delivery note or waybill, or the delivery note of any authorized independent carrier, will constitute evidence of delivery of goods purchased.
6. If more than one delivery is to be made then the provision so clause 5 applies to each delivery.
7. Notwithstanding any other provision in the contract to the contrary the Supplier's obligation to deliver the goods shall in all causes be subject to the following conditions precedent:
 - i. The availability to the Supplier of any materials and supplies required for the Manufacturing of the good:
 - ii. The timeous receipt by the Supplier of any instructions (including drawing and specifications) required by the Supplier from the Purchaser for the manufacture of the goods.
8. Time shall not be of the essence of the contract.

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9. OWNERSHIP AND SET-OFF

Notwithstanding the delivery of any goods to the Purchaser, ownership shall not pass until the Supplier has received payment in full of all and any indebtedness of the Purchaser to the Supplier, in the event of the Supplier or any holding subsidiary or fellow subsidiary company of

the Supplier becoming indebted to the Purchaser, the Supplier may set off such indebtedness against any monies which may be or become owing by the Purchaser to the Supplier.

10. **EXCLUSION**

a. All specifications, illustrations, drawings, diagrams, prices lists, dimensions, performance figures, advertisements, brochures and other technical data furnished by the Supplier in respect of thaw goods, and whether in writing or not, a furnished only on the basis that they will not form part of the contract or be relied upon by the Purchaser for any purpose.

b. If any goods or any part of them are to be supplied in accordance with specifications, measurements or other instructions furnished by the Purchaser, the Purchaser shall not have any claim of any nature against the Supplier

i. For any loss or damage sustained by the Purchaser as a result of any error, discrepancy or defect in those specifications, measurement of other instructions;

ii. If the goods in question are not suitable for the purpose for which they are required, whether those purposes are known to the Supplier or not.

c. The Supplier's liability to the Purchaser from any damage sustained by the Purchaser from any cause whatever, including any damages arising out of the Supplier's or that of its servants, agents or sub-Contractors shall in any event under all circumstances be limited to the replacement of goods which, at date of delivery thereof are subject to a patent defect arising from defective material or workmanship at the Supplier's premises.

d. Except as provided for in I the Supplier shall not in no circumstances whatsoever be liable for any loss of profit or any damage direct or indirect, consequential or otherwise, sustained by the Purchaser whether or not caused by the negligence of the Supplier, its agent or employees.

e. Insofar as any of the Supplier's obligations under the contract are carried out by any of its servants, agents, sub-contractors, associates or subsidiaries the provisions I and (d) are stipulated for their benefits as well as the Supplier's and each of them shall be exempted accordingly.

f. The Purchaser shall not have any claim of any nature whatever against the Supplier for any failure by the Supplier to carry out any of its obligations under the contract as a result of causes beyond the Supplier's control, including but being limited to any strike, lock-out, shortage of labor or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Supplier, riot, political or civil disturbance, he elements, any act of any State or Government, any delay in securing any permit, consent or approval required by the Supplier for the supply of goods under the contract, or any other cause whatever beyond the Supplier's absolute and direct control.

11. **WARRANTY**

Save as provided for in clause 10 I all goods are sold "voetstoets" and without any warranties whatsoever.

12. **SUSPENSION OF SUPPLIER'S OBLIGATIONS**

If any amount owed by the Purchase is not paid on due date, then without prejudice to or any other right it may have, the Supplier may immediately suspend the carrying out of any of its then uncompleted obligations until the payment is made.

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13. **CANCELLATION**

- a) The Supplier may cancel the contract or any uncompleted part of it if the Purchaser commits a breach of any of the terms or conditions of the contract; Or, being an individual dies or is provisional of final sequestration or surrenders or makes applications to surrender his estates; or being a partnership is terminated. Or, being a company is placed

- under a provisional or final order of Liquidation or judicial management; or, has a judgment recorded against it which remains unsatisfied for 7 days; or, compromises or attempts to compromise generally with any of the Purchaser's creditors.
- b) The Supplier's rights in terms of (a) shall not be exhaustive and shall be in addition to its common law rights;
 - c) No relaxation which the Supplier may have permitted on any one accessions in regard to the carrying out of the Purchaser's obligations shall prejudice or be regarded as
 - d) a waiver of the Supplier's right to enforce those obligations on any subsequent occasion.
 - e) Upon the cancellation of the contract for any reason whatever:
 - i. All amounts when owed by the Purchaser's to the Supplier in terms of the contract shall become due and payable forthwith
 - ii. The Supplier may retake possession of goods in respect of which ownership has not passed.

14. JURISDICTION

- a. The Supplier shall be entitled but not obligated to institute any proceedings against the Purchaser's, arising out of the contract, for the full balance outstanding including current purchases in any Magistrate's Court having jurisdiction over the Purchaser notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.
- b. A certificate signed by any Director of the Supplier showing the amount due and owing by the Purchaser to the Supplier at any given time shall be conclusive proof of the facts therein stated for the purpose of all legal proceeding against the Purchaser for recovery of the said amount.

15. DOMICILIUM

The Purchaser nominates its business address as reflected on Page (1) as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim for any sum due to the Supplier or otherwise.

16. NEGOTIABLE INSTRUMENTS

Any promissory note, bill of exchange, or other negotiable instrument received by the Supplier from the Purchaser shall not be novation of the debt for which it is given and the purchaser waives presentment, notice of dishonor and protest where applicable.

17. RETURN OF GOODS

If in the exercise of its discretion the Supplier shall agree, at the request of the Purchaser, to accept the return of goods for credit, which goods were correctly supplied by the supplier and not faulty or subject to any claim, then the Supplier shall be entitled without the necessity of any further agreement to claim from the Purchaser a handling charge of 10% of the invoice price of the goods so returned.

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18. NO WAIVER

No extension of time or any other relaxation or indulgence granted by the Supplier to the Purchaser shall operate as or be deemed to be a waiver by the Supplier of any rights under his contract or novation of any of the terms and conditions of this contract.

19. PURCHASER'S WARRANTY AND UNDERTAKING

The Purchaser hereby warrants that the details completed overleaf are true and correct in each and every respect and that save as disclosed to the Supplier in writing the

Directors/Partners/Proprietor have never been insolvent or associated with any business failure and that none of the Purchaser's assets are in any way encumbered, and specifically that debtors are neither ceded nor factored. The Purchaser undertakes to notify the Supplier in writing of any change of details shown overleaf including change of ownership, name and address.

20. INTERPRETATION

The headings in these conditions are for convenience only and are not to be taken into account for the purpose interpreting The Contact. Words importing any one gender include the other two genders and words in the singular include the plural.

21. LAW APPLICABLE

This contract is governed by the laws of the Republic of Namibia.

IMPORTANT REGULATORY NOTICES

Registration and Licensing Requirements

ALL SCHEDULED PRODUCTS WILL ONLY BE SUPPLIED TO CUSTOMERS WHO ARE ELIGIBLE UNDER, AND COMPLY WITH THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT NO. 13, 2003 AND THE PHARMACY ACT, NO. 9, 2004 (AS AMENDED OR SUBSTITUTED).

Accordingly I/we warrant that:

1. The abovementioned business/practice, (where applicable) has been registered with the relevant authorities.
2. The business/practice as well as the premises from which the business/practice trades as licensed and registered as required in terms of the Medicines and Related Substances Act No. 13 of 2003 and the Pharmacy Act No. 9 of 2004 (hereinafter collectively referred to as the Applicable Legislation)
3. As confirmation of the above, I/we herewith furnish the following documents as required in terms of the Applicable Legislation:

Pharmacy Business:-

Copy of the Pharmacy Council Certificate
Copy of the Department of Health Certificate

Doctors Practice:-

Copies of the Health Professions Council Certificates
Copies of the Doctors Practicing Certificate and Dispensing Licenses.
Group Practicing Letters or Licenses in case of a doctor group practice.

Wholesaler:-

Copy of Namibian Medicines Regulatory Council Certificate
Copy of Department of Health License
Copy of the Pharmacy Council Certificate

Any Other Business (veterinarians, nurses, dentists):-

Copy of Relevant Statutory body's Registration Certificate

I/We the undersigned hereby warrant that:

- We have understood the terms and conditions of these requirements
- Confirm that all information in the documents of the Applicable Legislation is true and correct
- Have submitted all the required documents in full

Signed at _____ on this the _____ day of _____ 20__

Name _____

Signature _____

Capacity _____

Witness 1. _____

2. _____