



ISZIPHARM
PHARMACEUTICAL DISTRIBUTORS

ISZIPHARM PHARMACEUTICAL DISTRIBUTORS (PTY) LTD

Registration No. **1998/004306/07**

Pooke & Ester Road, Athlone Industria 1, Gatesville, Cape Town

ACCOUNT APPLICATION FORM

Tel: 021 637 1206

E-mail: admin@iszipharm.co.za

Website: www.iszipharm.co.za

Initial here.

**ACCOUNT APPLICATION FORM
TO BE COMPLETED IN BLOCK LETTERS**

1. Registered Name of Business: _____
2. Trading Name: _____
3. V.A.T Number: _____
4. Legal Entity: (Please tick applicable box)

PUBLIC	PRIVATE	CLOSE	SOLE	PARTNERSHIP
COMPANY	COMPANY	CORPORATION	PROPRIETOR	TRUST

5. Company/CC Registration Number (Please attach copies of registration documents)
6. Pharmaceutical/Medical Council No. (Please attach copies of certificates)
Dispensing Licence No. (Please attach copies of certificates)
7. Registered Office/Street Address: _____
8. Telephone No: _____ Fax No. _____
Email Address: _____
9. Postal address: _____

10. Delivery Address: _____

11. Contact Persons: _____
Orders: _____
Accounts: _____
12. Full names and identity Numbers of Doctors, Sole Proprietor, Directors of Companies, Members of Close Corporations, partners, Trustees etc...

FULL NAMES	HOME ADDRESS	IDENTITY NUMBERS

13. **Banking details:**
Bank: _____ **Branch:** _____
Branch Code: _____ **Account Number:** _____
14. Period of Business under present ownership: _____
15. Expected Monthly Purchase: _____
16. **Trade references:**

DETAILS OF MAIN TRADE SUPPLIERS	TELEPHONE NUMBERS OF SUPPLIERS	PERIOD PURCHASED FROM SUPPLIERS	AVERAGE MONTHLY PURCHASES

17. Judgments: Have any judgments been made against the applicant, any of the Directors, Members of the close Corporation, Partners or Trustees? Yes/No if yes, please provide details.

18. Details of Mortgages, Notarial Bonds, Suretyships and Pledges: Have any assets of the applicant been pledged as security for the business? Yes/No, if yes please provide details.

19. Details of fixed Property:
Address: _____

MUNICIPAL VALUE	ESTIMATE VALUE	BOND VALUE	STAND NUMBER

I, WE ACKNOWLEDGE THAT THE INFORMATION FURNISHED IN THIS APPLICATION FORMS THE BASIS FOR OUR DECISION TO TRADE WITH AND ENTER INTO A CONTRACT WITH YOU AND THAT THE INFORMATION IS TRUE AND CORRECT.

I/WE ACCEPT THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION FORM TO BE BINDING ON MYSELF/OURSELVES.

I/WE CONFIRM THAT THE INDIVIDUAL(S) SIGNING THIS CONTRACT ARE DULY AUTHORISED TO REPRESENT THE APPLICANT IN ALL MATTERS REFERED TO IN THIS APPLICATION.

SIGNED AT _____ ON THE _____ DAY OF _____ 2019

SIGNATURE OF APPLICANT

(WITNESS)

(PRINT NAME)

(PRINT NAME)

Please Note

The account will not be activated until the below listed original documents have been received by Iszipharm Pharmaceutical Distributors (Pty) Ltd.

- Certified copies Directors' Identity Documents
- Certified copy of Company registration (CM/CK1 & CK2)
- Certified copy of Pharmaceutical/Medical Council license or certificate
- Tax clearance certificate
- Proof of banking details
- Proof of address

DEFINITIONS

- 1.1 In these terms and conditions the following words and Expressions shall bear the meanings ascribed herein:
- 1.1.1 "conditions" means these conditions of sale as amended or supplemented from time to time
- 1.1.2 "account application form" means Iszipharm's standard application form for the granting of credit facilities as amended from time to time and in force for the for the time being;
- 1.1.3 "the customer" means the party whose details are recorded on the account application and to whom the goods are sold to in terms hereof:
- 1.1.4 "goods" means the merchandise sold by Iszipharm to the customer in terms thereof;
- 1.1.5 "trip sheet" means the document utilized by Iszipharm to record the delivery of goods to the customer, specifying, *inter alia*, the quantity of goods delivered and the date thereof.
- 1.1.6 "Iszipharm" means Iszipharm Pharmaceutical Distributors (Proprietary) Limited;
- 1.2 The singular shall include the plural and vice versa and any reference to any one of the genders shall include a reference to the remaining gender.
- 1.3 Headings are inserted for convenience only and are not to be considered in construction of the provisions hereof.
- 2. OWNERSHIP AND RISK**
- 2.1 Ownership in the goods shall only pass to the customer when the total purchase price in respect of the purchased has been paid and received by Iszipharm.
- 2.2 The customer shall not be entitled to pledge or in any way encumber the goods or dispose of or in any way alienate the goods until it has been fully paid for save for market related sales conducted at arm's length in the ordinary course of business.
- 2.3 Unless otherwise agreed in writing, if any payment in respect of any goods sold and delivered to the customer is overdue in whole or in part, Iszipharm may recover such goods as may be unsold by the customer without prejudice to any of its rights in terms hereof or at law.
- 2.4 Notwithstanding anything to the contrary, should any goods be delivered to the customer, the risk in and to the goods shall pass to the customer upon delivery.
- 3. PAYMENT**
- 3.1 Unless otherwise stated in writing by Iszipharm payment shall be made within 30 (thirty) days of the date of issue of a statement in respect of the goods sold.
- 3.2 Subject to payment being made timeously and in accordance with the terms stipulated on the statement.
- 3.3 The customer may be entitled to certain discounts in terms of Iszipharm's discount structure applicable from time to time by Iszipharm timeously in terms of the statement, the full In terms of the statement, the full balance outstanding shall immediately become due and payable and any discount afforded to the customer shall forthwith be revoked.
- 3.4 All outstanding amounts due by the customer to Iszipharm and not paid on due date hereof shall bear interest at the rate of 3% (three percent) compounded above the prime rate charged by Iszipharm's bankers from time to time.
- 3.5 In the event of Iszipharm terminating this agreement due to a breach by the customer, Iszipharm shall be entitled to retain all monies already paid by the customer as pre-estimated liquidated damages without prejudice to its rights to recover any amounts still outstanding.
- 3.6 The customer shall not be entitled to withhold payment any amount due by virtue of any claim the customer may have for compensation for loss of damage to Goods or for any other reason whatsoever.
- 3.7 Iszipharm shall be entitled to charge the customer who undertakes to pay on demand, any bank fees Commissions, bank charges etc.
- 4. CERTIFICATE OF INDEBTEDNESS**
- 4.1 A certificate signed by a director of Iszipharm reflecting the amount due and payable by the customer to Iszipharm shall be prima facie proof of the amount due and owing and it shall not be necessary to prove the appointment designation and/or authority of the director signing such certificate.
- 4.2 The certificate of indebtedness shall be binding upon the parties and shall be deemed to be a liquid document for the purpose of provisional sentence and/or summary judgment proceedings against the customer.
- 5. DELIVERY**
- 5.1 The customer, its representative, employees or members shall sign the trip sheet on delivery of the goods to the customer, which trip sheet shall be deemed to be proof of delivery to and receipt of the of the goods reflected on the invoice.
- 5.2 In the event of the customer disputing the quantity and/or delivery of the goods sold, the onus of proving that the quantity and/or delivery was not made in accordance with the invoice and trip sheet, shall vest on the customer.
- 6. RETURNS**
- 6.1 Goods delivered in error or not corresponding to any order specifications shall be returned to Iszipharm within 3 (three) days of receipt failing which the full purchase price in respect thereof shall be due and payable by the customer.
- 6.2 Shortages and claims for damaged goods must be reported to Iszipharm within 24 (twenty four) hours of receipt of the goods in question and confirm in writing within 2 (two) days on a credit request form, failing which the goods delivered shall be deemed to be complete in all respects and in good order and condition and Iszipharm shall thereafter not be obliged to consider any such claim for shortages and/or damaged goods.
- 6.3 No returns will be accepted for perishable items that require controlled cold chain storage
- 7. INDEMNITY**
- 7.1 The customer hereby indemnifies and holds Iszipharm harmless against any and all losses, injury, damages, penalty or claim of whatsoever nature and howsoever arising from any act or omission by Iszipharm, its directors employees, agents, representatives or assigns, or in connection with the goods (whether in relation to composition, method or process with any prescribed statutory or other relation or requirements or otherwise) or its use or possession thereof whether or not such claims were caused by any act or omission on the part of the customer, Iszipharm, its directors, employees, agents, representatives or assigns or any other person.
- 8. JURISDICTION**
- 8.1 The customer hereby agrees to the jurisdiction of the Magistrate's court in respect of any action to be instituted by Iszipharm against the customer notwithstanding the fact that the claim may exceed jurisdictional limits of such Magistrate's Court.
- 8.2 Notwithstanding the provisions of 8.1 above Iszipharm shall in its sole discretion be entitled to proceed in any High Court in respect of any action instituted against the customer in terms hereof.
- 9. COSTS**
- In the event of Iszipharm instituting legal proceedings against the customer as a result of a breach of any of the customer's obligation in terms of these conditions of sale, the customer shall be liable for and shall pay all legal costs incurred including collection commission on an attorney/client scale.
- 10. DOMICILIUM**
- The customer hereby chooses, as its *domicilium citandi et executandi* the business address inserted in the account application form attached hereto.
- 11. SURETYSHIP**
- The persons signing the account application form agrees by his/her signature thereto to be bound by Iszipharm for the payment of all and any amounts due to Iszipharm as surety and co-principal debtor with the customer and specifically renounces the legal exceptions of excussion, division set off and cession of action, the full meaning and application of which he acknowledges himself to be fully acquainted with
- 12. GENERAL**
- 12.1 I, We authorise our bankers to disclose all relevant details to Iszipharm or its agents. No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed of any by the parties or their duly authorised representatives.
- 12.2 This agreement contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties and promises or the like not recorded herein.
- 12.3 The customer acknowledges that at the time of signing the application form, the said form was completed fully and the particulars set forth therein are true and correct.
- 12.4 If any provisions of this agreement are found unlawful, unenforceable or invalid it shall be deemed to be separate and severable from the remaining provisions of this agreement and to the extent that the same is unlawful, enforceable or invalid be deemed to be *pro non scripto*.
- 13. RELAXATION**
- No Latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation here-under and no delay or forbearance in their the enforcement of any right of any party arising for this agreement and no single or partial exercise of any right by any party under this agreement shall in any circumstances be construed to be an implied consent or election by such party to operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or estop or preclude any such party from enforcing at any time and without notice strict and punctual compliance with each and every provision or term hereof.
- 14. CONDITIONS APPLICABLE TO THE GRANTING OF CREDIT**
- 14.1 In signing this Application, the customer consents to Iszipharm, its members or any other party appointed by Iszipharm to obtain information regarding its credit history for the purposes of assessing the Application.
- 14.2 The signatory warrants that the Directors/Partners/Members/Proprietor have never been insolvent and have never been under debt review.
- 14.3 It is also agreed that Iszipharm may use any reasonable and lawful means to verify the information contained in this application.