**CoMED Health (Pty) Ltd**
**313 Kuit St, Waltloo, Pretoria, 0184**
**P O Box 659, Silverton, 0127**
**T: 012 813 9400 • F: 012 813 9698**
www.comedhealth.co.za
SA Pharmacy Council No. 0095
[Vat. No. 4010253583] [Reg. No. 2008/005773/07]

## Customer Credit Application Form

Kindly fill out the form below as accurately and as completely as possible as this will help prevent any delays in the opening of your account. Please then forward it to our Accounts Department, now the Comed Health Pty. Ltd. Accounts Department at the above fax number, or e-mail or hand it to one of our sales representatives. Many thanks!

| |
|---|
| **Account Name:** |
| (Enter the name in which you wish the account to be opened. This can be an individual, a company or a close corporation) |

**To be filled out by all account holders:**

Please enter Street, PO Box, Suburb, Buildings etc. on separate lines:

| **Postal Address** to which the monthly statement is to be sent. (If this is for a group, enter the group head office postal address here.) | **Delivery Address** (The ***exact*** street address to which you wish deliveries to be made) |
|---|---|
| | |
| | |
| | |
| | |
| **Postal Code** | **Postal Code** |

Please state the physical address of your business or practice if this is different to your Delivery address

| **Physical Address** if this is different to your Delivery address | |
|---|---|
| | |
| | |
| | |
| | |
| Postal Code | |

**By Law we are required to ask you to fill out this section relating to the FICA requirements.**

**FICA INFORMATION**

**SECTION A (to be completed by registered companies, close corporations and other juristic entities such as partnerships only)**

**Completed by (Person):**_____

Registered Name: _____

Company Registration No: _____

Registered Address: _____

Business Address: _____

Head Office Address: _____

VAT Number: _____

**Information in respect of-**

**1. The principal executive officer/manager of the company**

Full Names: _____

Title: _____

Position: _____

E-mail address: _____

Date of birth: _____ Nationality: _____

Identity No: _____ Telephone Number: _____

Fax No: _____ Cell No: _____

Residential Address: _____

_____

Postal Address _____

_____

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**2. Every Natural person authorized to act on behalf of the company in its dealing with Comed Health (Pty) Ltd**

Full Names: _____

Title: _____

Position: _____

E-mail address: _____

Date of birth: _____ Nationality:_____

Identity No: _____ Telephone Number: _____

Fax No: _____ Cell No: _____

Residential Address: _____

_____

Postal Address _____

_____

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Full Names: _____

Title: _____

Position: _____

E-mail address: _____

Date of birth: _____ Nationality: _____

Identity No: _____ Telephone Number: _____

Fax No: _____ Cell No:_____

Residential Address: _____

_____

Postal Address _____

_____

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Full Names: _____

Title: _____

Position: _____

E-mail address: _____

Date of birth: _____ Nationality: _____

Identity No: _____ Telephone Number: _____

Fax No: _____ Cell No: _____

Residential Address: _____

_____

Postal Address _____

_____

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**3. Dealings in respect of every Natural person / partnership / company / trust holding more than 25 % of the voting rights at a shareholders meeting:**

**(If natural person)**

Full Names: _____

Title: _____

Position: _____

E-mail address: _____

Date of birth: _____ Nationality: _____

Identity No: _____ Telephone Number: _____

Fax No: _____ Cell No: _____

Residential Address: _____

Postal address: _____

Postal Code:

---

**(If Local Company/Close Corporation)**

Registered Name: _____

Trade Name: _____

Registration No: _____

Registered Address: _____

Business Address: _____

Telephone No: _____Fax No: _____

**(If partnership)**

Full name: _____

Telephone No: _____ Fax No: _____

Full Name: _____

Telephone No: _____ Fax No: _____

**Please be sure to send us the following:**

## VERIFICATION REQUIREMENTS

| CHECKLIST OF DOCUMENTS TO BE COLLECTED | TICK |
|---|---|
| **In respect a juristic entity (company /CC / trust ):** | |
| Certified copy of registered Certificate of incorporation | |
| Certified copy of most recent registered Notice of Registered Office & Postal Address | |
| Original letterhead of the juristic entity or an account issued by a third party reflecting the name and address of the company | |
| | |
| **OTHER DOCUMENTS:** | |
| | |
| **a. If executive officer/ manager** | |
| Certified copy of official ID book/Driver's License/Passport | |
| Any other documents | |
| | |
| **b. Natural person with authority to act** | |
| Certified copy of official ID book/ Drivers license/Passport | |
| Proof of authority | |
| Any other documents: | |
| | |
| **c. Natural person/ Partnership/company or trust holding more than 25% of the voting rights at general meeting** | |
| | |
| **Natural persons:** | |
| Certified copy of official ID book/ Driver's License/ Passport | |
| Utility bill showing proof of residency or practice's address: | |
| Any other documents: | |
| | |

**To be filled out with respect to group account holders only:**

| | | |
|---|---|---|
| Are you or your organization part of a group? | Yes | No |
| Do we need to send the monthly statement to your head office? | Yes | No |
| Can we e-mail the monthly statement to your head office? | Yes | No |
| **If yes, please state the e-mail address of your head office** to which we can e-mail the monthly statement: | | |

**SECTION B (to be completed by all applicants)**

| **VAT number:** |
|---|

| **Credit references:** | | | |
|---|---|---|---|
| **BANK:** | | | |
| Bank Name: | Bank Branch: | Bank Branch Number: | Account Number: |
| Name in which the account is held: | | | |
| **Trade references:** | | | |

| Name of supplier company or individual: | Your account No with the company: | Contact Person | Tel/Fax No: | **Comment :For Office use only:** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

**By filling in the following references, I hereby give authorization to Comed Health (Pty) Ltd. to check the above credits. I hereby authorize Comed Health (Pty) Ltd. to give credit references on request.**

**SECTION C (Contact persons - to be completed by all applicants)**

**Contact Persons in your shop or your practice:** (Please only enter the telephone and the fax numbers as well as the E-mail address for the most relevant persons we can contact. You do not need to enter the names of the persons unless you wish to)

| Contact Person | Name | Tel/Fax or e-mail address: |
|---|---|---|
| **Practitioner** | | |
| Type of Practitioner: e.g. Medical Doctor, Chiropractor, Homoeopath etc. | | |
| Personal contact numbers | | **Telephone:**<br>**Fax:** |
| Person processing order with Comed Health (Pty) Ltd. | | |
| Person dealing with the Account | | |
| **Pharmacy or Health Shop** | | |
| Owner | | |
| Manager | | |
| Person processing order with Comed Health (Pty) Ltd. | | |
| Person dealing with the Account | | |
| Other relevant person (please specify) | | |

**For office information only**

| | | | | |
|---|---|---|---|---|
| Region = Province | | | | |
| Area Code | | | | |
| Rep Code | | | | |
| CSC Code | | | | |
| Category Code 1 | | | | |
| Category Code 2 | | | | |
| Customer Type: = Health Shop, Pharmacy, Practitioner | | | | |
| Subtype: = Diskem, Link etc. | | | | |
| Group Code | | | | |
| Is this application: | A new application | Change of Ownership | Update of information | Other |
| Customer Account Number | | | | |
| Date of opening account | | | | |
| Account approved by: | **Name:** | | **Signature:** | |
| Account opened by: | **Name:** | | **Signature:** | |
| CSC who is responsible for the account: | **Name:** | | **Signature:** | |

## SECTION D (General Terms and Conditions of Sale)

The following conditions of sale relate to Comed Health (Pty) Ltd. and any Customer of Comed Health (Pty) Ltd.

The Customer warrants that the information given in the Customer Credit Application Form is accurate and that the person signing the application for credit is authorized to do so and binds the Customer to these terms and conditions. The Customer undertakes to notify Comed Health (Pty) Ltd. in writing of any change in details shown in the Customer Credit Application Form. In the case where the Customer sells or alienates his/her business, the Customer agrees to give Comed Health (Pty) Ltd. 30 day's written notice prior to this taking effect.

**PRICES, PRICE CHANGES OR INCREASES:**

Prices for all Natura Products are stated in the current official Natura Product Price Lists. Comed Health (Pty) Ltd. reserves the right to from time to time change or increase these prices. Comed Health (Pty) Ltd. will apply its best efforts to give all customers one month's warning of an impending price change or increase. However, it cannot accept responsibility for its Customers not being informed within this time period.

**VAT:**

In order to be able to reclaim VAT on products purchased, Customers are requested to submit a copy of their VAT certificate.

**TERMS:**

Credit facilities are available, on approval, to Customers after they have completed the ***Comed Health (Pty) Ltd. Customer Credit Application Form***. This form can be obtained from the company or from one of its representatives.

**Comed Health (Pty) Ltd.** may offer Customers with a suitable credit rating a credit facility or may otherwise request Customers to pay in advance.

Comed Health (Pty) Ltd. draws up its Statement of Account at the end of each Calendar month. Customers may deduct a 2,5 % settlement discount on all payments made within 30 days of the date of statement, providing that the due amount has either been received by Comed Health (Pty) Ltd. on and not later than the last Calendar day of a particular month or is deposited directly or electronically into the Comed Health (Pty) Ltd. bank account before the end of business on the final day of any Calendar month. Any due amounts not received by Comed Health (Pty) Ltd. or not reflected in the Comed Health (Pty) Ltd. bank account by the last Calendar day of a particular month will not qualify for this discount.

Should full payment of any amount owed by a Customer be paid or have been paid in previous months by the Customer, the Customer shall not be entitled to claim such discount as a refund or credit on their account. Any discount shall not be deemed to be a refundable amount, and therefore shall not be claimable retrospectively. The discount/s shall not be accumulative and once any certain 30 day period in terms of which a discount is applicable, has expired, any discount may not be claimed back, including discounts from previous months.

It is the Customers responsibility to ensure that they pay the due amount with the discount included and calculate this amount themselves, such payments are made at their discretion, and Comed Health (Pty) Ltd reserves the right not to pay back amounts paid in excess of a discounted amount.

The onus is on the Customer to notify Comed Health (Pty) Ltd. by telephone, Fax or e-mail of any payments that are made. Where notification is made by e-mail the address danie@comedhealth should be used.

**Payments made directly to Natura should be paid into the account of:**
Comed Health (Pty) Ltd.

| | |
|---|---|
| **Bank:** | **Nedbank** |
| **Account Name:** | **Comed Health (Pty) Ltd.** |
| **Branch Code:** | **19876500** |
| **Account Number:** | **1497218365** |

Comed Health (Pty) Ltd. reserves the right, at its sole discretion and without prior notice or reasons being given, to review and/or adjust a Customer's Credit Facility. If a Customer's Credit Facility is rescinded then all monies due to Comed Health (Pty) Ltd. will become payable immediately.

Any extension for payment of an outstanding amount that Comed Health (Pty) Ltd. may grant, shall in no way prejudice the rights of Comed Health (Pty) Ltd. under these conditions and shall not constitute an amendment or novation of the Customer's original Credit Facility.

**INTEREST:**
Should the Customer fail to pay any due amount as stipulated in the credit application on the due date, such overdue amounts shall bear interest at the current bank rates.

**DISCOUNTS AND REBATES**
Subject to the South African Laws, Customers may from time to time be offered product quantity discounts or rebates. These discounts and/or rebates may be offered or removed at the sole discretion of Comed Health (Pty) Ltd. In any event, they shall maximally only be valid for the time period linked to a particular product deal or an individual rebate.

The granting of a particular rebate or product deal to a particular Customer will in no way compel Comed Health (Pty) Ltd. to offer the same or a similar product deal or rebate to another Customer**.**

**DELIVERY:**
The Customer agrees that the signature of any agent or employee of the Customer or of the Customer himself or herself on the Comed Health (Pty) Ltd. /Natura Delivery Note/Invoice or on the Waybill of any authorized independent carrier will constitute delivery of the goods purchased. The date of statement in terms of payment for these goods will be the last Calendar day of the month of the date of such a Delivery Note, Invoice or Waybill.

Should the Customer not dispute the accuracy of an Invoice, a Delivery Note or a Waybill within 7 days after the date reflected on that Invoice, Delivery Note or Waybill, then that Invoice, Delivery Note or Waybill shall be deemed to be correct. Entries with respect to such Invoice, Delivery Note or Waybill shall be conclusive evidence of the transaction and proof of the amount owing by the Customer.

Should Comed Health (Pty) Ltd. at a Customer's request agree to engage a specific carrier to transport the goods for the Customer then (i) Comed Health (Pty) Ltd. is authorized to engage such a carrier on such terms and conditions as it deems fit; and (ii) the Customer shall indemnify Comed Health (Pty) Ltd. against all demands and claims which may be made against it by the carrier so engaged and all liability which Comed Health (Pty) Ltd. may incur to the carrier arising out of the transportation of the goods.

**OWNERSHIP AND RISK WITH RESPECT TO THE GOODS:**
Notwithstanding the delivery of any goods to a Customer, ownership of the goods shall not pass to the Customer until Comed Health (Pty) Ltd. has received payment in full. All risk of loss, damage or destruction with respect to the goods shall, however, pass from Comed Health (Pty) Ltd. to the Customer on delivery of the goods to the Customer.

Where goods are specifically manufactured or produced for a specific Customer and the Customer fails to take delivery of the goods on the due date then the risk shall immediately pass from Comed Health (Pty) Ltd. to the Customer. The

Customer shall then refund Comed Health (Pty) Ltd. on demand all reasonable costs incurred, including storage and insurance, with respect to the goods during the period of that delay.

**MINIMUM PURCHASES WITH RESPECT TO COMED HEALTH (PTY) LTD. COVERING FREIGHT COSTS:**
Comed Health (Pty) Ltd. Offers free deliveries for all orders that are valued at over R 800 per order. Any order that is placed for less than R 800 will be charged a delivery fee as follows:

- In the Pretoria and Johannesburg areas, R 78 excluding VAT per order.
- In all other areas a corresponding courier fee will be charged. This will obviously depend on the size of the package.

Comed Health (Pty) Ltd. may for specific special promotions, at its own discretion, decide to waive such costs for such a special promotion.

Where Comed Health (Pty) Ltd. incorrectly supplies goods to a Customer, Comed Health (Pty) Ltd. will bear the freight costs associated with sending the Customer replacement products**.**

**RETURNED GOODS:**
Wherever it is proven that Comed Health (Pty) Ltd. has delivered incorrect goods or the incorrect amounts of goods, Comed Health (Pty) Ltd. will either replace theses goods or will pass a credit for these goods. In such cases suitable arrangements must be made with the Distribution Department at the company.

Where this is not the case and a specific customer nevertheless wishes to return goods for any good reason, Comed Health (Pty) Ltd. may in specific circumstances, totally at the discretion of the responsible sales manager, agree to these goods being replaced by other suitable products.

**In all cases where no specific agreement is reached regarding the goods to be returned with the responsible sales manager, Comed Health (Pty) Ltd. will neither accept the goods back nor will it grant a credit of any kind. The onus is totally on the customer to negotiate with the responsible sales manager in such a case.**

**BREACH:**
If, as a result of any breach by the Customer of any of the terms of this agreement Comed Health (Pty) Ltd. instructs its attorneys to make demands or institute legal proceedings against the Customer, then the Customer shall be liable for and shall pay on demand, all legal costs and disbursements so incurred including costs, and any letter of demand as well as tracing agents fees and collector commissions where these have been incurred.

The Customer agrees that should it become necessary for Comed Health (Pty) Ltd. to proceed against him/her in a Court of law at any time, the whole amount outstanding on the account will immediately become due. Notwithstanding this fact, the Customer agrees that should any amount due by him/her become overdue, Comed Health (Pty) Ltd. reserves the right to claim immediately , on demand, the total amount outstanding at the time , whether payment is due or not.

**JURISDICTION:**
The Customer agrees that in the case of a payment default, Comed Health (Pty) Ltd. shall be entitled but not obliged to institute any legal proceedings against the Customer for the full balance outstanding including the current purchases, in any applicable Court situated in Pretoria, Republic of South Africa. Furthermore, the Customer agrees to be liable for all legal costs, including attorney costs, collection charges and tracing costs, which may arise.

In the event of legal proceedings needing to be instituted against him/her, the Customer chooses the delivery address as stipulated in the **Comed Health (Pty) Ltd**. **Customer Credit Application Form** as his/her domicillium citandi et executandi.

I hereby warrant that the information overleaf is true and correct.

Dated at ……. this …….. day of ……..…… 20……..
**(Place) (Date) (Month) (Year)**

**SIGNATURE**

**I/we the undersigned accept the terms and conditions printed above which I/we have read and understood and has been explained to me.**

**Date: ……..**

**Signature: ……**

**Print name: ……..**

**Capacity: ……**

**Witness: ……**

**Witness: ……..**