



All applicants:

- Attach Proof of Address of all directors / owners/ members
- Attach RSAID document / Passport all directors / owners/ members
- Attach VAT Certificate if applicable
- Attach Bank Confirmation Letter
- Attached business registration documents
- Attach Proof of Address of Business

Additional for Pharmacy

- SAPC Certificate recording Pharmacy (Y-Number)
- SAPC Certificate recording Pharmacy Owner
- SAPC Registration Responsible Pharmacist
- Department of Health License if post May 2003

Additional for Medical Practitioners

- Registration Certificate with Health Professions Council of South Africa
- Registration Certificate with Department of Health
- Dispensing License - if scheduled medication is for dispensing purposes in the practice.

Additional for Credit Purchases

- Attach Latest Financial Statements
- Complete Section D

Section A: Business Information

Contact Details

Contact Person (Full name and Surname)			
Business Type: Pharmacy	Doctor:	Hospital:	Non-Medical:
Business Name:		Registration Number:	
Delivery Address: ----- ----- ----- -----		Postal Address: ----- ----- ----- -----	
SAPC Y Number:		VAT Number:	
RP and Reg Number:		Tel No:	
DOH License Number:		Fax No:	
HPCSA Number:		Cell:	
BHF Number:		Email:	
Ordering Method:		POS System:	
Requested Credit Limit:		Email:	

Bankers:

Bank Name:	Branch:	Branch Code:
Account No:	Account Type:	
Account Holder:		

Trade References:

Trader 1:	Account No:
Trader 2:	Account No:
Trader 3:	Account No:

Section A: Business Information

Landlord Details:

Name:
Tel:
Email:

Accountant / Auditor Details:

Name:
Tel:
Email:

Section B: Director/Member/Owner Information

1 Full name and Surname:

ID No:	Cell No.:
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Residential Address:

Marital Status (single/married inside/outside communion of property:

IF MARRIED INSIDE COMMUNION OF PROPERTY, SPOUSE'S DETAILS:

Full name and Surname:

ID No:	ID No:
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Residential Address:

2 Full name and Surname:

ID No:	Cell No.:
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Residential Address:

Marital Status (single/married inside/outside communion of property:

IF MARRIED INSIDE COMMUNION OF PROPERTY, SPOUSE'S DETAILS:

Full name and Surname:

ID No:	ID No:
--------	--------

Residential Address:

Section B: Director/Member/Owner Information

3 Full name and Surname:

ID No:

Cell No.:

Residential Address:

Marital Status (single/married inside/outside communion of property):

IF MARRIED INSIDE COMMUNION OF PROPERTY, SPOUSE'S DETAILS:

Full name and Surname:

ID No:

ID No:

Residential Address:

4 Full name and Surname:

ID No:

Cell No.:

Residential Address:

Marital Status (single/married inside/outside communion of property):

IF MARRIED INSIDE COMMUNION OF PROPERTY, SPOUSE'S DETAILS:

Full name and Surname:

ID No:

ID No:

Residential Address:

Section C: Trading Terms

1. GENERAL

1.1 Osiris Healthcare (Pty) Ltd (Registration number 2021/592830/07, hereinafter referred to as the "Company") will only supply products to those customers who are eligible under and comply with the Medicines Control Act No. 101 of 1965, and Pharmacy Act No. 53 of 1974 and the regulations thereto, and subject to all other conditions of the terms.

1.2 The Applicant agrees that the "Company" may:

1.2.1 verify all information supplied and make enquiries and receive information from any person or financial institution.

2. PRICE STRUCTURE

2.1 Prices are subject to change without notice

2.2 Prices are charged at the determined single exit price.

3. ORDERS

3.1 Any order received from the customer will be binding on the customer, notwithstanding the fact that such order may have been given or signed by a person not authorized to do so.

4. DELIVERY

4.1 Delivery shall be considered as having taken place upon receipt of a signed proof of delivery.

4.2 All risk in and to any product supplied by the Company shall pass to the customer upon delivery.

5. CREDIT AND RETURN POLICY

5.1 All products are, subject to the provisions of clause 5.2, supplied on a non-returnable basis.

5.2 PRODUCTS ELIGIBLE FOR RETURN AND CREDIT:

5.2.1 PRODUCTS RECEIVED DAMAGED:

a) A reference no. must be obtained from our sales department within 48 hours of receipt of products.

b) Products received damaged at the time of receiving must be endorsed on the POD and counter-signed by our driver.

5.2.2 PRODUCTS RECEIVED INCORRECTLY OR SHORT, DUE TO PROCESSING ERROR:

a) A reference number must be obtained from our sales department. within 48 hours of receipt of incorrect or short delivered products.

b) In case of products short received, the credit will only be approved, subject to 10% of the total value returned.

5.2.3 SHORT DATED OR EXPIRED STOCK:

a) Approval will depend on the specific Supplier's Policy on short dated / expired stock.

b) The specific batch was delivered with less than six months shelf life remaining.

c) If the specific batch was bought less than 12 months ago and no "better dated" stock was bought in the meantime.

5.2.4 PRODUCTS RECEIVED DUE TO AN ORDERING ERROR MADE BY THE CUSTOMER:

a) A reference no. must be obtained from our sales department. within 48 hours of receipt of products.

5.3 CRITERIA APPLICABLE ON ABOVE POINTS: Products must be in original packaging, undamaged and not spoiled from original state (no price labels, etc.). Products must be packed properly and securely to prevent damage or contamination during transportation back to the Company.

PRODUCTS NOT ELIGIBLE FOR RETURNS:

a) Fridge items.

Products sold on a non-returnable basis. Products not purchased directly from the Company.

5.4 Invoices shall be deemed to be correct unless the customer challenges the same in writing within 5 days of receipt of the relevant documentation.

5.5 Have available: invoice, batch & expiry dates of products to obtain a Company reference number.

5.6 Contact Details: Stated on invoice

6. PAYMENT TERMS

Credit terms are strictly 30 (thirty) days from date of statement. No amounts may be deducted from the net amount. Credit limits are subject to review on a regular basis. Payment is to be made to the Company or as advised by the Company from time to time, to the Distributors on behalf of the Company.

Unless the customer objects in writing to the balance outstanding which appears on any monthly statement of the Company within 5 days from the date of statement, the balance outstanding which appears on the statement shall be prima facie proof of the amount due and owing and it shall rest with the customer to prove that such amount is not due and owing to the Company.

7. ACCEPTANCE CONDITIONS

7.1 The customer shall, by placing an order with the Company, be deemed to have accepted these Terms and Conditions of Sale.

7.2 The customer agrees to jurisdiction of the Magistrate Court in respect of any action to be instituted as a result of the purchases of the products by the customer.

7.3 In the event of it being necessary for the Company to instruct its attorneys to institute any action against the customer in respect of any amount due to it in terms hereof, the customer undertakes to pay all the cost associated with such instruction including, but not limited to, collection commission, on the attorney and own client's basis.

7.4 The customer hereby chooses as domicile their delivery/business address.

7.5 This contract shall be governed by, construed, and take effect in all respects in accordance with the laws of the Republic of South Africa.

7.6 No relaxation or indulgence granted by the Company and no omission by the Company timeously or diligently to enforce any right under this agreement should be deemed to amount to waiver of that or any other right for the future.

7.7 The customer acknowledges that it shall be entirely within the discretion of the Company at any time and without having to give any reason to withdraw the credit facilities that may be granted as a result of the application.

7.8 The provisions of these terms are severable and if any one or more of the conditions or terms hereof are illegal the remaining provisions and terms shall be valid and enforceable.

7.9 These Terms of Trade and Conditions of Sale replace all previous terms of Trade and Conditions of Sale and the Company has an absolute discretion to change these Terms and Conditions at any time and the customer shall be bound by these changes.

8 OWNERSHIP OF PRODUCTS

8.1 Ownership of the product vests in the Company and shall not pass to the customer until full payment of all amounts outstanding has been received. The customer undertakes to inform the landlord of the premises at which any of the products are stored or are located that the Company owns such products, and the customer shall furnish written proof of such notification.

Notwithstanding the aforesaid, the Company shall be entitled to notify the landlord of the premises at which any of the products are stored, should it deem if necessary to do so. Accordingly, the landlord's tacit hypothec does not extend to any of the products purchased by the customers pursuant to these terms.

9 INTEREST

9.1 All overdue accounts shall bear interest at the rate of 15% per month reckoned monthly in advance on the outstanding balance from the date of payment.

10 INDULGENCE

10.1 Any relaxation or indulgence which the creditor may show to the applicant shall not in any way prejudice its rights to institute any action against the applicant and more particularly no act of the creditor in accepting payment after due date or in accepting a lesser sum than the amount due and payable shall be construed as a waiver by the creditor of its rights to proceed forthwith against the applicant for the full outstanding balance.

11 APPROPRIATION OF MONIES

11.1 The creditors shall be entitled in their sole and absolute discretion to appropriate any amount received from applicant towards the payment of any debt or amount owing by the applicant to the creditors whatsoever.

12 JURISDICTION

12.1 The applicant consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. Notwithstanding the foregoing, the creditor shall have the right, at the creditor's sole option and discretion to institute proceedings in any other competent court, which might otherwise have jurisdiction.

Section D: Deed of Suretyship for Credit Accounts

I the undersigned

Please insert full names

ID Number:

(Herein after the "the Surety") hereby bind myself jointly and severally to:

Osiris Healthcare (Pty) Ltd
415 Southern Klipriviersberg, Electron,
Johannesburg 2197
Registration Number: 2021/592830/07

(Herein after the "the Creditor"), it's successors in title and assigns as surety for and co-principal debtor with

(Herein after the "the Debtor"), for

- 1.1 the payment by the Debtor of all moneys which are due or may become due and payable from time to time by the Debtor to the Creditor in terms of arising out of the enforcement, breach, termination of cancellation (including cancellation by the Debtor's trustee, liquidator of judicial manager, whether provincial or final, pursuant to any power conferred by statute or order of Court) of any and all Agreements of Sale entered into from time to time between the Creditor and the Debtor in
- 1.2 the due and faithful performance by the Debtor of all Debtor's obligations of every nature which the Debtor may now or in the future be obligated to perform under such Agreements of Sale
- 1.3 the payment of all charges and expenses of whatsoever nature, including, without derogating from generality of the foregoing, stamp duties, administrative charges, attorney client charges, tracing fees and collection commission incurred by the Creditor in securing or endeavouring to secure fulfilment of 1.1 and 1.2 as
2. My liability hereunder shall in no way be affected or diminished if the Creditor, either now or in future, obtains additional surety ships, guarantees or other security whether real or personal, in respect of the debts and/or obligations of the Debtor.
3. This Deed of Surety ship and undertaking shall be a continuing covering security for any present or future indebtedness of the Debtor to the Creditor under the Agreements of Sale referred to in 1.1 and shall remain in full force and effect, notwithstanding any fluctuation or any intermediate settlement or even the temporary extinction, of such indebtedness. This Deed of Surety ship cannot be revoked before, and shall remain in full force and effect until:
- 3.1 all moneys owing by the Debtor to the Creditor in terms of the said Agreements of Sale or as a result of their termination or cancellation, or as a result of their breach, have been paid:
- 3.2 all other obligation of the Debtor under or arising from the said Agreements of Sale has been completed.
4. The Creditor shall be entitled, without reference or notification to me, without affecting its rights hereunder, and without releasing me hereunder, to take whatever steps it deems fit against the Debtor, to release any other security and/or sureties and/or guarantees and /or grant the Debtor extensions of time for payment and/or to compound or make any other arrangements with the Debtor for the discharge of the Debtor's indebtedness. Any leniency or extension of time which may be granted to the Debtor, or a variation or alteration of the said Agreements of Sale or any other future agreement between the Debtor and the Creditor shall not be construed as a waiver of the Creditor's right or claims against me hereunder or as a novation of any claim, and shall in no way release me from my liability hereunder.

5. In the event of the Debtor being placed under liquidation/judicial management/sequestration (whether provisionally, finally, compulsorily, or voluntarily), the Creditor shall be entitled to accept any dividend on account and in reduction of the Debtor's indebtedness without prejudice to its rights against me, which rights shall further not be prejudiced by its acceptance of any other security, guarantees or surety ship arising out of such liquidation/judicial management/sequestration, or by its acceptance of any offer of compromise made by or on behalf of the Debtor or otherwise.
6. I hereby cede, assign, transfer and make over unto and in favour of the Creditor all my right, title and interest in and all amounts which are now or may hereafter become owing to me by the Debtor from any cause of indebtedness whatsoever, but to limit of my liability to the Creditor under this Deed of Surety ship.
7. I hereby agree and declare that all acknowledgements of indebtedness and admissions by the Debtor relative to the Agreements of Sale shall be binding on me.
8. A certificate under the hand of any director or any director or official or credit manager of the Creditor, or any of the Creditors agents, as to the existence and amount of the indebtedness of the Debtor and of myself to the Creditor, the time as that such amount is due and payable, the amount of interest accrued thereon and the rate of interest applicable thereto, and as to any other fact, matter or thing relating to the indebtedness of the Debtor and myself to the Creditor, shall be prima facie proof of the contents and correctness thereof and of the amount of my indebtedness hereunder for the purpose of provisional sentence or summary judgment (and shall be valid as a liquid document for those purposes) or any other proceedings against me in any competent court.

I hereby renounce the benefits of legal exceptions "non causa debiti" "errore calculi", no value received" and "revision" of accounts" with the meaning and effect of all of which I declare myself to be fully acquainted.

9. It is agreed that each paragraph in this suretyship is severable, the one from the other, and if any paragraph or clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall be of full force and effect and continue to be of full force and effect.
10. I hereby waive presentment, notice of dishonour and protest of any promissory note, bill of exchange or other negotiable instruments made, drawn, accepted, endorsed, or discounted, agreeing and admitting that liability under any such instrument shall continue to exist, notwithstanding failure of presentation, notice of dishonour or protest.
11. This Deed of Suretyship shall be of full force and effect and binding on any signatory hereto, whether or not ex facie hereof, it is contemplated that any additional party would execute this document as well.

It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be prima facie binding upon me and shall be deemed to be sufficient particularly for the purpose of pleading or trial in any action or other proceedings instituted by the Creditor against me until such time as the contrary is proved. The onus shall rest with me to prove that the amount reflected in the certificate is not owing and/or due and unpaid

13. I acknowledge that in the event of the Debtor being a company or a close corporation, and at any time thereafter converting to either a company or a close corporation, as the case may be, we shall still remain bound under this Deed of Suretyship.
14. I record that this Deed of Suretyship was at the date of signature by me complete in all respects.
15. For this Deed of Suretyship, the singular shall include the plural and vice versa, the one gender shall include the other gender and a natural person shall include an artificial person and vice versa.
16. It is a specific and irrevocable condition hereof that the Creditor shall be entitled, in its sole and absolute discretion, at any time to cede the whole or any portion of any claim it may have against me. Such cession may be affected without any prior notice to me.
17. I hereby choose domicilium citandi et executandi at

which we may advise the Creditor in writing from time to time. All notices are to be delivered by hand or sent by prepaid registered post

18. I hereby consent to the jurisdiction of the Magistrate's Court in respect of any action arising from this Deed of Suretyship (without prejudice to the Creditor's right to sue in any other Court having jurisdiction) notwithstanding that such action may be for an amount, which would otherwise exceed the jurisdiction of the Magistrate's Court

Print Name:	
Capacity:	
Signed at:	
Authorised Signature:	Date:
Witness Signature:	Date:
Witness Signature:	Date: