



Dear Customer

We thank you for your interest in becoming a **SPAR Health Wholesaler** customer.

The SPAR Health Wholesalers are managed under the following names:

- *Malan and Buys (Pty) Ltd t/a SPAR Health Wholesaler Carletonville;*
- *Aptekor Wholesale (Pty) Ltd t/a Aptekor Wholesale;*

Herewith please find our application for credit facilities incorporating our standard Terms and Conditions of Sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full, as all the information requested is critical to processing your application promptly.
2. Attach your latest financial statements to your application. This is required in order to minimise credit risk and eliminate the possibility of fraud.
3. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" as indicated in this Agreement.
4. The form should only be signed by an authorised representative of your company. (Attach a resolution).
5. Please note that payment terms are strictly 30 days from the end of the month in which a Tax Invoice has been issued by the SPAR Health Wholesaler.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Your application may take five working days to process. Upon review of your application, you will be advised as to the status thereof. You will be contacted by our office should any of your information not be adequate.

Completed applications and supporting documents should be handed to the applicable Account Manager or couriered to our office in Carletonville. Please also email your application directly to the below email address:

E-mail: credapp@sbuys.co.za

Carletonville Office: Attention: Finance – SPAR Health Wholesaler
SPAR Health Distribution Centre
Corner of Kaolin and Radium Streets
Carletonville
2499

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable Team
SPAR HEALTH WHOLESALER
Tel: 018 788 2075

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE.

SECTION A – Questionnaire

We, _____ [insert name of legal entity] (hereinafter referred to as “THE APPLICANT”) hereby make application for credit facilities for the opening of an account with all of the below legal entities:

- | |
|---|
| <p>MALAN AND BUYS (PTY) LTD, t/a SPAR HEALTH WHOLESALER CARLETONVILLE a company with registration number 1997/014298/07 registered in accordance to the company laws of the Republic of South Africa.</p> |
| <p>APTEKOR WHOLESALE (PTY) LTD, t/a APTEKOR WHOLESALE, a company with registration number 1992/001521/07 registered in accordance to the company laws of the Republic of South Africa, a subsidiary of Malan and Buys (Pty) Ltd.
(hereinafter referred to as “SPAR HEALTH WHOLESALER”)</p> |

In support of this application, the following information is furnished:

1. Applicant Type and Business Scope:

1.1 Legal entity type (please tick)

Sole Proprietor	Partnership	Close Corporation	Private Co (Pty) Ltd.	Public Company (Ltd.)	Trust
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1.2 Scope of Business (please tick)

Dispensing Doctor	Consultation Rooms	Clinic	Hospital	Retail Pharmacy	Hospital Pharmacy	Other:
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2. Applicant Registration and Regulatory Details:

- 2.1 Registered Name of “THE APPLICANT” _____
- 2.2 Trading name _____
- 2.3 Company Registration number (if registered) _____
- 2.4 ID number (if trading as a Sole Proprietor) _____
- 2.5 VAT Number (attach tax clearance certificate) _____
- 2.6 Registered Practice number (attach certificate) / Department of Health license number (attach certificate) _____
- 2.7 SA Pharmacy Council number: (attach all certificates) or Health Professions Council of SA number (HPCSA) (attach certificate) _____

3. Addresses and Contact Information:

- 3.1 Postal Address _____ Code _____
- 3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale _____ Code _____
- 3.3 Delivery Address _____ Code _____
- 3.4 Telephone Number _____ 3.5 WhatsApp Number _____



3.6 Cellular Number _____ 3.7.1 General Email Address _____
 3.7.2 Accounts Email Address: _____ 3.7.3 Ordering Email Address: _____
 3.8 Name, Address, and Contact number of Landlord _____

 3.9 Person responsible for account payments _____

4. Commencement Date:

4.1 Date Business Commenced Trading

D	D
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M	M
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Y	Y	Y	Y
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5. Banking and Financial Information:

5.1 Bank Name _____ 5.2 Branch _____
 5.3 Account Number _____ 5.4 Branch Code _____
 5.5 Type of Account _____ 5.6 Date Account Opened _____
 5.7 Holding Company Name _____ 5.8 Percentage Shareholding _____
 5.9 Name of Auditors / Accounting Officer _____ Tel Number _____
 5.10 Date of last audited financial statements (please attach hereto) _____

6. Principals and Key Individuals:

6.1 Details of principals (Proprietor/ Partners/ Members/ Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name(s)	ID Number(SA Citizens only)	Home Address	Cell Phone Number
Full Name(s)	Passport Number & Date of Birth (Foreign Nationals Only)	Home Address	Cell Phone Number

7. Shareholding and Beneficial Ownership:

7.1 Shareholding (attach shareholder/member certificate/shareholding structure confirmed by your auditors)

Full Name(s)	Surname	ID Number	% Shareholding

8. Credit Limit Request and Marketing Consent:

The following credit limit request is for assessment purposes only:

8.1 *Amount of credit applied for R _____ (approval at discretion of credit committee)

*Normally relates to twice your monthly purchases

8.2 Estimated monthly purchases R _____

8.3 Please indicate whether you are willing to receive marketing information via email and WhatsApp

YES	NO
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The limit inserted above does not, *inter alia*, constitute an obligation on behalf of SPAR HEALTH WHOLESALER to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to SPAR HEALTH WHOLESALER.

9. National Credit Act and Consumer Protection Act Threshold Declarations:

In terms of Section 4(1)(a)(i) of the National Credit Act and Section 5(2)(b) of the Consumer Protection Act please state:

9.1	Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 1 million?	YES	NO
9.2	Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 2 million?	YES	NO

10. Companies Act Business Rescue Declarations:

In terms of the Companies Act 71, of 2008 please state:

10.1	Is THE APPLICANT currently under Business Rescue?	YES	NO
10.2	Does THE APPLICANT intend to apply for Business Rescue within the next three months?	YES	NO

Please attach certified copies of the documentation applicable to your business:

SAPC = South African Pharmacy Council; DOH = Department of Health

**Tick
Box**

ALL Applicants

1.	Registration Document for the Legal Entity / Partnership Agreement	
2.	Bank Confirmation letter – not older than 3 months	
3.	ID documents – OWNER / ALL MEMBERS (in case of a CC) / ALL DIRECTORS (in case of a company)/ ALL PARTNERS	
4.	Tax Clearance Certificate	
5.	Latest Financial Statement	
6.	Proof of address – i.e. Municipal Utility Bill, Rental Agreement, Rental Invoice indicating the licensed premises from which the approved activities are conducted.	
7.	Shareholder certificate/member certificate/letter from your auditors outlining the shareholding/Ultimate Beneficial ownership structure	
8.	Ultimate Beneficial Owner confirmation (required where any shareholder or member is a legal entity), identifying the natural persons who ultimately own or control such entity.	
9.	The Master's letter of authority (if a Trust)	

Pharmacy – Community and/or Institutional

1.	SAPC, Recording document - Pharmacy Registration	
2.	SAPC, Recording document - Pharmacy Owner	
3.	SAPC, Recording document - Responsible Pharmacist	
4.	DOH, Pharmacy License of Premises	
5.	BHF Certificate	

Doctor

1.	HPCSA (Health Professions Council South Africa) - Certificate of Registration	
2.	DOH, Dispensing License	
3.	Copy of Prescription or Letterhead, confirming Practice details & RAMS number	

Additional for Clinic / Nurse Practitioner / Veterinary Applications / Dental Practitioner

1.	DOH Registration	
2.	SANC Registration	
3.	SAVC Registration	
4.	HPCSA Registration	

DECLARATION IN TERMS OF THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT OF 1965

I hereby declare that the ***Legal entity represented by me OR that *I in my private capacity am/is** (*delete whichever is not applicable) entitled in terms of the **Medicines and Related Substances Control Act** (Act 101 of 1965 as amended) to receive, handle, distribute, administer or dispense medicines and related substances as defined by the said Act and act as the responsible person in terms of the said Act.

Name: _____

Signature: _____

Date: _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for a credit facility with SPAR HEALTH WHOLESALER and in consideration thereof THE APPLICANT does hereby accept the Terms and Conditions as set out below:

1. Credit terms

- 1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 (thirty) calendar days from the end of the month in which a Tax Invoice has been issued by SPAR HEALTH WHOLESALER. Settlement is effected only on receipt of cash deposits, bank transfers or similar payment instrument and shall be made to SPAR HEALTH WHOLESALER free of exchange and without deductions of any nature. Any credit facility granted to THE APPLICANT by SPAR HEALTH WHOLESALER is entirely at the discretion of SPAR HEALTH WHOLESALER, and may be withdrawn at any time.
- 1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, Tax Invoices, shipment documents (proof of delivery), credit notes from SPAR HEALTH WHOLESALER, which will be transmitted via email, and the following conditions thereto as required by the South African Revenue Service and in terms of the provisions of the Value-Added Tax Act for the issuing of Tax Invoices, credit and debit notes:
 - 1.2.1** Electronic documents (Tax Invoices, statements, credit notes) will be transmitted and issued to THE APPLICANT in encrypted PDF file format.
 - 1.2.2** Both THE APPLICANT and SPAR HEALTH WHOLESALER shall retain the electronic documents in its original format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3** The transmitted electronic documents will constitute original documents.
- 1.3** Should THE APPLICANT have a valid reason to dispute any entry, charge or amount reflected on a Tax Invoice, it shall do so within 14 calendar days of the date of the Invoice, failing which, such entry shall be deemed to be correct and payable.
- 1.4** Credit limit and credit terms are variable and at SPAR HEALTH WHOLESALER'S discretion as follows:
 - 1.4.1** Any credit limit communicated by SPAR HEALTH WHOLESALER to THE APPLICANT is an operational limit only and does not constitute a guarantee of supply or an obligation on SPAR HEALTH WHOLESALER to grant or maintain credit.
 - 1.4.2** SPAR HEALTH WHOLESALER may, at any time and in its sole discretion (acting reasonably), review, reduce, suspend or withdraw THE APPLICANT'S credit limit and/or amend credit terms (including changing THE APPLICANT to Cash on Delivery (COD) client requiring payment in advance, requiring payment on order), whether temporarily or permanently, by written notice to THE APPLICANT.
 - 1.4.3** Without limiting clause 1.4.2. SPAR HEALTH WHOLESALER may revise credit limits/terms if SPAR HEALTH WHOLESALER becomes aware of increased credit risk indicators, including without limitation: late or missed payments, repeated returned debit orders, adverse credit bureau information, adverse financial information, change of control/ownership, loss of licence/authority to trade, regulatory non-compliance, and/or any Event of Default.
 - 1.4.4** THE APPLICANT undertakes to provide SPAR HEALTH WHOLESALER, on request, with updated financial statements, management accounts, bank confirmation letters and any other reasonable information required for credit risk assessments and ongoing credit risk management. Failure to provide such information within a reasonable period will entitle SPAR HEALTH WHOLESALER to place THE APPLICANT on stop supply and/or withdraw credit facilities.
- 1.5** Security / guarantees on request:
 - 1.5.1** SPAR HEALTH WHOLESALER may require additional security as a condition for granting or continuing credit facilities, including (without limitation) guarantees, deposits, or other security acceptable to SPAR HEALTH WHOLESALER.

1.5.2 If THE APPLICANT fails to provide the requested security within the timeframe stated in SPAR HEALTH WHOLESALER'S notice, SPAR HEALTH WHOLESALER may withdraw credit facilities and place THE APPLICANT on stop supply without limiting any other rights.

2. **Change of address**

THE APPLICANT undertakes to notify SPAR HEALTH WHOLESALER in writing within 7 (seven) calendar days of any change of address together with the new licence obtained from the Department of Health.

3. **Change of ownership**

THE APPLICANT undertakes to notify SPAR HEALTH WHOLESALER, in writing, within 20 (twenty) calendar days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT, any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to SPAR HEALTH WHOLESALER. An updated Department of Health licence indicating the change in ownership should also be forwarded.

4. **Domicilium**

THE APPLICANT and the signatory hereto choose *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 3.2 of this application.

5. **Personal Information acknowledgment and retention periods**

5.1 In this clause 5 the terms "Personal Information" and "processing" have the meanings ascribed to them in the Protection of Personal Information Act, 2013 (POPIA).

5.2 THE APPLICANT acknowledges that SPAR HEALTH WHOLESALER and SPAR HEALTH affiliates (**Users**) will Process (and to the extent required by law or any policy of the Users) expressly consents to the Processing of THE APPLICANT'S Personal Information (including purchase information, financial information) and the information of its directors/trustees/members/sureties (**Related Parties**) for, amongst other things, the following purposes:

5.2.1 credit risk assessments, ongoing credit risk management, account administration, and fraud prevention;

5.2.2 carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Sureties/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S in terms of this agreement;

5.2.3 conduct customer due diligence verification, including media search, combined with civil and criminal checks on THE APPLICANTS and its Related Parties using a third-party verification agency;

5.2.4 assessing THE APPLICANT'S Credit Application Form;

5.2.5 providing goods and/or services to THE APPLICANT;

5.2.6 enforcing the provisions of an agreement concluded between THE APPLICANT and SPAR HEALTH WHOLESALER and/or a User;

5.2.7 to analyse the financial performance of THE APPLICANT'S business;

5.2.8 to comply with legal and regulatory obligations, and may share such information with its staff, representatives and contractors/operators in respect of service delivery.

5.2.9 that If THE APPLICANT fails to meet his/her/its commitments to SPAR HEALTH WHOLESALER, the SPAR HEALTH WHOLESALER may record and transmit THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.3 For more information about how the Users process your Personal Information and your rights and our obligations in respect of that Personal Information please consult the following Privacy Policy:

5.3.1 <https://www.sbuys.co.za/wp-content/uploads/2022/08/S-Buys-Privacy-Policy.pdf>

5.4 THE APPLICANT accepts the contents of this terms and conditions as adequate notification of the collection and processing of its Personal Information as required by section 18 of POPIA.

- 5.5** The signatory to this application warrants in their personal capacity that they are duly authorised by THE APPLICANT to provide the Personal Information of THE APPLICANT and the Related Parties to the Users and that:
- 5.5.1** THE APPLICANT (and where required, the signatory) has obtained all consents, permissions and authorisations required under POPIA (and any other applicable law) from each Related Party whose Personal Information is provided to the Users, to enable the Users to Process that Personal Information for the purposes set out in clause 5.2; and
- 5.5.2** each Related Party has been provided with the information and notifications required under section 18 of POPIA, including the privacy policy referred to in clause 5.3 and the notification in clause 5.4.
- 5.6** THE APPLICANT indemnifies and holds harmless the Users (and their directors, employees, representatives and contractors) against any claim, complaint, regulatory enquiry, administrative fine, penalty, loss, damage or expense (including legal costs on the attorney and own client scale) arising from or relating to:
- 5.6.1** any breach of clause 5.5: and/or
- 5.6.2** any unlawful or unauthorised Processing of Personal Information supplied by or on behalf of THE APPLICANT under this clause 5.
- 5.7** Such information shall be retained for periods as stipulated in any applicable law.
- 5.8** Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
- 5.9** SPAR HEALTH WHOLESALER makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information SPAR HEALTH WHOLESALER has collected, processed and shared.
- 6. Pricing increments**
- 6.1** Prices are subject to change from time to time due to SEP amendments (as per the Department of Health notices), supply chain cost changes, and market conditions.
- 6.2** Any price amendment on unscheduled medicine will apply to all unprocessed orders placed, and will not apply retrospectively to orders already invoiced by SPAR HEALTH WHOLESALER.
- 7. Valid orders**
- In the event of any order being given to SPAR HEALTH WHOLESALER on any electronic platform reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
- 8. Delivery**
- 8.1** THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on SPAR HEALTH WHOLESALER'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2** Any delivery date stated on any order confirmation is approximate only. SPAR HEALTH WHOLESALER shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 8.3** Whilst SPAR HEALTH WHOLESALER 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.
- 8.4** All deliveries are subject to the availability of the goods and SPAR HEALTH WHOLESALER shall be entitled in its sole discretion, to split delivery of the goods ordered by THE APPLICANT, in the quantities and on the dates, it decides and to invoice them separately to THE APPLICANT.
- 8.5** If THE APPLICANT fails to take delivery of the products ordered, or in any way delays the delivery of the products ordered, then the risk in the products shall immediately pass to THE APPLICANT and THE APPLICANT shall be liable to pay the SPAR HEALTH WHOLESALER the reasonable costs of storing, insuring, and handling the products until delivery takes place.
- 8.6** THE APPLICANT shall be barred from lodging any claim after 72 hours of date of delivery in respect of discrepancies between the products charged and the products delivered unless THE APPLICANT has specified the nature of the discrepancy on the delivery note.

- 8.7 The risk in the goods passes to THE APPLICANT upon delivery at the delivery address recorded in Section A, against signature of a person who reasonably appears to be an employee/agent/representative in charge at the premises, or an authorised carrier's proof of delivery. Delivery shall be deemed to have taken place against signature of SPAR HEALTH WHOLESALER'S delivery note or signature of the carrier's delivery note. Ownership in the goods will not pass to THE APPLICANT until SPAR HEALTH WHOLESALER has received full payment of all amounts owed under this agreement.
- 8.8 If ownership has not passed due to non-payment, SPAR HEALTH WHOLESALER may, subject to applicable law, and either with THE APPLICANT's consent at the time of entry or by lawful process (including a court order where required), enter the delivery premises at reasonable times and on reasonable notice to identify and recover goods in which it retains ownership.

9. **Warranties**

- 9.1 SPAR HEALTH WHOLESALER implements and administers a Stock Returns Policy ("**Stock Returns Policy**"), considering applicable manufacturer requirements and quality assurance standards. The Stock Returns Policy is attached hereto as Annexure SHW 1, as updated by SPAR HEALTH WHOLESALER from time to time. Products are not sold on a sale-or-return basis, and no right of return, credit or refund exists except strictly in accordance with the Stock Returns Policy and this clause 9, subject only to the following circumstances:
- 9.1.1 If goods were supplied in error, incorrectly supplied or were damaged in transit, provided that SPAR HEALTH WHOLESALER is notified within 72 working hours from delivery;
- 9.1.2 Supplied short-dated (have an expiry date of 3 (three) months or less);
- 9.1.3 Product recall; and/or
- 9.1.4 A Quality complaint.
- 9.2 No fridge-line, schedule 6 items and special orders will be accepted for a credit return. Only stock that has been purchased from SPAR HEALTH WHOLESALER will be considered for return subject to the conditions stipulated above.
- 9.3 Furthermore, in the event of goods being supplied in error, or expired products, SPAR HEALTH WHOLESALER cannot accept for credit any items that are not in a re-saleable condition, including products that have been marked for future customer pricing.
- 9.4 Should a product supplied to THE APPLICANT by SPAR HEALTH WHOLESALER be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact SPAR HEALTH WHOLESALER within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to THE WHOLESALER, where applicable.
- 9.5 Claims in respect of incorrect deliveries or damaged goods will only be considered if logged on the Client Relations Management System (**CRM**) of SPAR HEALTH WHOLESALER within 72 hours of delivery of the goods, after which time THE APPLICANT shall be deemed to have received and accepted the goods in good order and in full compliance with the order placed. A reference number to claim credit should be obtained from SPAR HEALTH WHOLESALER.
- 9.6 Liability under clause 9.4 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original Tax Invoice as issued by SPAR HEALTH WHOLESALER.
- 9.7 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of SPAR HEALTH WHOLESALER are not covered in any warranties.
- 9.8 Should SPAR HEALTH WHOLESALER find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.

10. **Copyright**

THE APPLICANT acknowledges SPAR HEALTH WHOLESALER'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. **Payment to SPAR HEALTH WHOLESALER**

- 11.1 All payments shall be made to SPAR HEALTH WHOLESALER'S place of business from where the goods were ordered. In the event of any payments being mislaid or transferred to the incorrect banking account THE APPLICANT shall still be liable to SPAR HEALTH WHOLESALER for

payment. Should SPAR HEALTH WHOLESALER at any time advise THE APPLICANT of any change to SPAR HEALTH WHOLESALER'S bank account details, THE APPLICANT shall confirm such change with a Manager of SPAR HEALTH WHOLESALER before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging SPAR HEALTH WHOLESALER to afford THE APPLICANT any such indulgence to effect payment after due date. SPAR HEALTH WHOLESALER may allocate any payment received in its sole discretion, including towards interest, costs or any other indebtedness owing by the Applicant.

11.2 THE APPLICANT may not raise any claim, dispute or counterclaim as a reason for deferring payment and or set off any claim or counterclaim, which it may wish to raise against any amount owing to SPAR HEALTH WHOLESALER. THE APPLICANT is not entitled to withhold payment of any amount by reason of any dispute with SPAR HEALTH WHOLESALER.

11.3 Debit order authorisation for accounts:

11.3.1 If THE APPLICANT is approved for credit terms, THE APPLICANT authorises SPAR HEALTH WHOLESALER (or its nominated payments collections service provider acting on SPAR HEALTH WHOLESALER's instructions) to collect by debit order all amounts that become due and payable under this agreement on the due date, in accordance with the debit order mandate as provided by SPAR HEALTH WHOLESALER.

11.3.2 THE APPLICANT acknowledges that the debit order is a method of payment only and does not limit THE APPLICANT's liability for any amount owed to SPAR HEALTH WHOLESALER. If a debit order is returned unpaid for any reason, THE APPLICANT remains liable to pay the full outstanding amount immediately, together with interest and permitted recovery costs in terms of this agreement.

11.3.3 SPAR HEALTH WHOLESALER may suspend or cancel the debit order payment method on written notice to THE APPLICANT and require alternative payment (including COD/EFT) if the debit order is repeatedly returned unpaid or if THE APPLICANT is in breach of this agreement.

12. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in SPAR HEALTH WHOLESALER. SPAR HEALTH WHOLESALER shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by SPAR HEALTH WHOLESALER. For the avoidance of doubt, SPAR HEALTH WHOLESALER will enforce its rights of recovery in a lawful manner and may recover any unpaid goods either with THE APPLICANT's cooperation/consent or by lawful process (including a court order where required). THE APPLICANT must provide reasonable cooperation to enable identification and recovery of unpaid goods where ownership has not passed. will provide reasonable cooperation to enable recovery of unpaid goods where ownership has not passed.

13. Responsibility for losses, damages or delays

13.1 SPAR HEALTH WHOLESALER will not in any way be 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, 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 SPAR HEALTH WHOLESALER.

13.2 SPAR HEALTH WHOLESALER provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. Defaulting in payment

14.1 THE APPLICANT agrees that in the event of its default in any respect whatsoever toward SPAR HEALTH WHOLESALER, SPAR HEALTH WHOLESALER shall be entitled to place THE APPLICANT on stop supply without any notice, notwithstanding that THE APPLICANT may have placed an order for the supply of goods prior to the stop supply date. For the avoidance of doubt, such stop supply may be implemented

by SPAR HEALTH WHOLESALER across all accounts, branches and entities associated with THE APPLICANT.

14.2 In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

14.3 Events of Default: Each of the following will constitute an “Event of Default” under this agreement:

14.3.1 THE APPLICANT fails to pay any amount on its due date (including where a debit order is returned unpaid), or breaches any payment-related term of this agreement.

14.3.2 Any information supplied by THE APPLICANT, any principal, or any surety in this application or in support of this agreement is materially false, misleading, incomplete, or becomes misleading due to omission, and is not corrected promptly after becoming aware of it.

14.3.3 THE APPLICANT (or any surety/co-surety) is placed under provisional or final liquidation, sequestration, business rescue, compromise with creditors, or any analogous process, or takes steps toward any such process, or is unable to pay its debts as they become due.

14.3.4 Any judgment, attachment, execution, or material legal process is issued against THE APPLICANT (or any surety) and is not satisfied or stayed within a reasonable period.

14.3.5 THE APPLICANT fails to maintain any license, permit, professional registration, or statutory authority required to lawfully purchase, receive, possess, store, handle, distribute, or dispense any medicines or regulated goods supplied by SPAR HEALTH WHOLESALER, or is suspended, deregistered, or restricted by a competent authority.

14.3.6 THE APPLICANT changes ownership/control or undergoes any material change in its shareholding structure or management without giving notice as required by clause 3.

14.4 Consequences of an Event of Default

14.4.1 On the occurrence of an Event of Default, SPAR HEALTH WHOLESALER may, without limiting any other rights and subject to applicable law, immediately (a) place THE APPLICANT on stop supply across all accounts, branches and entities associated with THE APPLICANT; (b) withdraw or suspend credit facilities; (c) change payment terms to COD or payment in advance; (d) require additional security; (e) cancel any outstanding orders not yet delivered; and/or (f) enforce the provisions in clause 14.2.

14.4.2 Any indulgence, extension, or relaxation granted by SPAR HEALTH WHOLESALER after an Event of Default will not constitute a waiver of SPAR HEALTH WHOLESALER'S rights and will not prevent SPAR HEALTH WHOLESALER from reserving its rights.

15. Interest on overdue accounts

SPAR HEALTH WHOLESALER shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as SPAR HEALTH WHOLESALER affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a financial manager or any director of SPAR HEALTH WHOLESALER - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to SPAR HEALTH WHOLESALER, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with SPAR HEALTH WHOLESALER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to SPAR HEALTH WHOLESALER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by SPAR HEALTH WHOLESALER against THE APPLICANT arising out of any transaction between the parties, it being recorded that SPAR HEALTH WHOLESALER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. Recovery of legal/collection costs

Should SPAR HEALTH WHOLESALER instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of SPAR HEALTH WHOLESALER'S rights, SPAR HEALTH WHOLESALER shall be entitled to the recovery of all legal or collection costs arising therefrom, on the scale as between attorney, agent or collection agency and own client.

19. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of SPAR HEALTH WHOLESALER shall not in any way operate as or be deemed to be a waiver by SPAR HEALTH WHOLESALER of any rights under this contract, or be construed as a novation thereof.

20. Joint and several liability

The debtors (principal debtor/surety/co-surety) are jointly and severally liable for all their obligations, the one paying the other to be absolved.

21. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

22. Alternative Dispute Resolution

22.1 The parties undertake to first attempt to solve any disputes which may arise in terms of this agreement or related to this agreement by way of negotiation.

22.2 Only if negotiations fail or one party refuses to negotiate, may the parties approach the court with jurisdiction to resolve the dispute.

23. Legal Notice:

THE APPLICANT herewith agrees that the preferred manner of service of all legal documents including a Notice in terms of Section 129(1) of the National Credit Act No. 34 of 2005 as amended, may be served/delivered to any adult person who is apparently in charge at the chosen *Domicilium Citandi et Executandi*, either by way of registered post; or by registered electronic mail; or by hand; or by the Sheriff.

24. Disclosure of License, Permit and statement:

The Applicant and Responsible Pharmacist undertakes to periodically or when requested by SPAR HEALTH WHOLESALER, share his/her:

24.1 annual renewal of registration with his/her professional Council;

24.2 statement from his/her municipal service provider, Rental Agreement, or Rental invoice regarding the licensed premises from which he/she conducts his or her approved activities;

24.3 copies of all current licences required by the applicable legislation of South Africa.

25. Effective date:

25.1 The parties agree that this agreement will only become effective and enforceable once SPAR HEALTH WHOLESALER countersigns this agreement.

25.2 The parties further agree that this agreement is deemed to be concluded on the effective date.

26. Electronic signatures and data messages

26.1 The parties agree that statements, Tax Invoices, credit notes, debit notes, delivery notes and other communications may be transmitted and stored electrically and will not be invalid merely because they are in electronic form.

26.2 Unless SPAR HEALTH WHOLESALER expressly agrees otherwise in writing, this application, the Terms and Conditions of Sale, the suretyship and any amendments must be signed in wet ink.

26.3 SPAR HEALTH WHOLESALER may in future accept electronic signatures applied through a signing process or platform approved by SPAR HEALTH WHOLESALER in writing, and, where applicable, in compliance with section 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").

26.4 Where an advanced electronic signature is required by law (including, without limitation, for any suretyship and spousal consent signed electronically), the parties agree that only a wet ink signature or an advanced electronic signature (as contemplated in ECTA) will be used.

26.5 An electronically signed copy of this agreement (where permitted under this clause 26), together with any audit trail, completion certificate, or signature certificate generated by the signing platform, will be admissible as evidence and treated as an original for purposes of proving the content and signatures of this agreement.

26.6 This clause 26 does not oblige SPAR HEALTH WHOLESALER to accept electronic signatures and SPAR HEALTH WHOLESALER may withdraw acceptance of electronic signature methods on written notice.

27. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from 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 and the surety / co-sureties, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein. This agreement includes any annexures and any written addenda or variations signed by the parties from time to time.

28. Supersession of Prior Credit Agreements

With effect from the date of signature of this Credit Application, this SPAR HEALTH WHOLESALER Credit Application, together with its Terms and Conditions of Sale and Acceptance of Suretyship (collectively, the Credit Agreement), shall supersede and replace all prior Credit Applications, Credit Agreements, Terms of Sale and related agreements concluded between SPAR HEALTH WHOLESALER and THE APPLICANT.

Notwithstanding the aforesaid, all rights, obligations, indebtedness, guarantees, suretyships, securities and liabilities which arose prior to the signature date of this Agreement shall remain valid, binding and fully enforceable, and shall be deemed to be secured and governed by this Agreement, to the extent applicable.

ACCEPTANCE OF SURETYSHIP:

This Acceptance of Suretyship shall take effect from the date of signature hereof and shall secure all obligations incurred by THE APPLICANT from that date forward, without prejudice to the continued validity and enforceability of any prior suretyships referred to in Section B clause 28, above.

If any security is to be provided by a company, close corporation or trust, SPAR HEALTH WHOLESALER may require the relevant SPAR standard deed of suretyship/guarantee and supporting authority documents/resolutions to be signed and delivered.

1) SURETY A:		2) SURETY B:	
I, the undersigned:		I, the undersigned:	
Full name(s) & Surname:		Full name(s) & Surname:	
With Identity number:		With Identity number:	
Physical address:		Physical address:	
Marital Status:	a) In community of property <input type="checkbox"/> b) out of community of property <input type="checkbox"/> c) unmarried <input type="checkbox"/>	Marital Status:	a) In community of property <input type="checkbox"/> b) out of community of property <input type="checkbox"/> c) unmarried <input type="checkbox"/>

By my/our signature(s) below, I/we irrevocably bind myself/ourselves (in my/our personal capacity) as surety/co-sureties and co-principal debtor(s), *in solidum* (jointly and severally liable) with THE APPLICANT, in favour of SPAR HEALTH WHOLESALER (as defined in Section A, including its successors-in-title and permitted assignees) for:

- (a) the payment on first written demand of all amounts which THE APPLICANT may now or at any time in the future owe SPAR HEALTH WHOLESALER from whatsoever cause arising, including interest and all legal and collections costs on the attorney and own client scale; and
- (b) the due and proper performance of all obligations of THE APPLICANT under this agreement and any amendment, extension, renewal, novation, replacement or further agreement relating to goods and/or services applied by SPAR HEALTH WHOLESALER.

This suretyship is a continuing covering security, remains in force notwithstanding any intermediate settlement of, or fluctuation in, THE APPLICANT’s indebtedness and notwithstanding the death or legal disability of any surety, and may be cancelled only by written release signed by SPAR HEALTH WHOLESALER, and then only once all obligations of THE APPLICANT to SPAR HEALTH WHOLESALER (whether due or not) have been irrevocably discharged in full.

I/We agree and acknowledge that:

- (1) SPAR HEALTH WHOLESALER may enforce this suretyship against me/us without first proceeding against THE APPLICANT or any other person, and without first enforcing any security.
- (2) Any admission or acknowledgement of indebtedness by THE APPLICANT is binding on me/us.
- (3) SPAR HEALTH WHOLESALER may, without notice to or consent from me/us and without prejudicing its rights, grant time or indulgences to, compromise with, or make any arrangement with THE APPLICANT, and may release, abandon, realise, sell or vary any security and/or release any other surety.
- (4) Business rescue, liquidation, sequestration, insolvency, compromise with creditors or any analogous process involving THE APPLICANT will not affect my/our liability. SPAR HEALTH WHOLESALER may enforce this suretyship for the full outstanding balance notwithstanding any reduced settlement agreed with creditors in any business rescue or insolvency process.
- (5) Until all amounts owed by THE APPLICANT to SPAR HEALTH WHOLESALER have been paid in full, I/we will not prove any claim or take any action against THE APPLICANT (or any co-surety) in competition with SPAR HEALTH WHOLESALER, and I/we subordinate and postpone any claim I/we may have against THE APPLICANT in favour of SPAR HEALTH WHOLESALER. If I/we receive any payment from THE APPLICANT contrary to this clause, I/we will immediately pay that amount to SPAR HEALTH WHOLESALER.
- (6) A certificate signed by a financial manager or director of SPAR HEALTH WHOLESALER (whose appointment and authority need not be proved) reflecting the amount owing by THE APPLICANT and/or me/us will be *prima facie* proof of such indebtedness for purposes of judgment, insolvency or any other proceedings.

- (7) I/We choose as my/our *domicilium citandi et executandi* for all purposes under this suretyship the physical address and email address recorded for the surety above, and consent to the jurisdiction of the Magistrates' Court (including the Regional Court) having jurisdiction, at SPAR HEALTH WHOLESALER's election.
- (8) SPAR HEALTH WHOLESALER may cede, assign or transfer any of its rights under this suretyship without my/our consent, and I/we consent to any splitting of claims resulting from such cession.

I/We waive and renounce the benefits of excussion (which means I am no longer entitled to claim that SPAR HEALTH WHOLESALER first exhaust their remedies against THE APPLICANT before proceeding against me/us under this suretyship), division (which means I am no longer entitled to claim that my obligation be divided proportionately between me, any co-sureties and THE APPLICANT), cession of action, *non numeratae pecuniae* (which means I am no longer entitled to claim that not all moneys were in fact paid over to THE APPLICANT), *non causa debiti* (which means I am no longer entitled to claim that the principal debt for which I undertook liability no longer exists), *errore calculi* (which means I am no longer entitled to claim that the amount claimed has been incorrectly calculated), revision of accounts (which means I am no longer entitled to claim that SPAR HEALTH WHOLESALER revise their accounts in respect of my or THE APPLICANTS indebtedness) and no value received (which means I am no longer entitled to claim that no moneys were paid over to THE APPLICANT), and acknowledge that I/we understand the meaning and effect of these renunciations.

I/We furthermore bind myself/ourselves irrevocably to all of the terms and conditions set out in this agreement.

Signed at _____ on this _____ day of _____ 20__ before the undersigned Witnesses.

Signature: Surety A

Signature: Surety B

As Witness (1):

As Witness (2):

Name: _____

Name: _____

Physical Address: _____

Physical Address: _____

ID Number: _____

ID Number: _____

Signature: _____

Signature: _____

If the Surety is married in community of property (with or without the accrual), the spouse has to provide consent by completing the following:

(Please complete a separate page for every surety married in community of property – if applicable)

I, the undersigned:

Name & Surname: _____

ID Number: _____

by my signature hereto (which appears below) do hereby confirm that I am married in community of property to _____ (Surety) herein.

I further hereto consent that my spouse may bind himself/herself as Surety/co-surety and co-principal debtor herein and I do acknowledge and accept all the risks associated with him/her signing as Surety and that our joint estate will be bound by the above Suretyship agreement should the Surety become liable for any amount in accordance to the signed acceptance of Suretyship.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement including the acceptance of Suretyship.

Signed at _____ on this _____ day of _____ 20 ____ before the undersigned Witnesses.

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

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: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

FOR OFFICE USE ONLY
ACCEPTANCE OF THE APPLICATION FOR CREDIT FACILITIES:

Signed at CARLETONVILLE on this _____ day of _____ 20__ before the undersigned
Witnesses by SPAR HEALTH WHOLESALER or its duly authorised agent/signatory who hereby
warrants that he/she is authorised to sign on behalf of SPAR HEALTH WHOLESALER by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____



Stock Returns Policy:

The SPAR HEALTH WHOLESALER Stock Returns Policy is implemented in accordance with GWP (Good Wholesaling Practice) and quality assurance standards. Products are sold on a **non-returnable basis** with the following exceptions provided that SPAR HEALTH WHOLESALER is **notified within 72 hours of delivery**.

If goods were:

- **Supplied in error** by SPAR HEALTH WHOLESALER e.g. **incorrect product / incorrect quantity**;
- **Supplied short dated** (have an expiry date of 3 months or less);
- Were **damaged during transit**;
- **Product recall** by Manufacturer;
- Product **Quality** complaint.

Process:

1. For any returns please contact our Telesales Department on (018) 788 3511 within **72** hours of stock delivery.
2. All return requests **must** be logged and a claim reference number / CRM-number obtained, before any stock may be returned. Without a claim reference number, no pick-up will be arranged or return allowed.
3. Please note: no **Fridge line items, REP-orders, Special Orders or Schedule 6 items** will be accepted for credit.
4. If parcels are received damaged – please endorse on the POD / delivery note that the parcel was delivered damaged and if possible – take a photo of the damaged parcel and e-mail to customserv@sbuys.co.za – this is especially important for damaged stock delivered via a Third-Party operator.
5. Request for return of stock, must be accompanied by a copy of the Original Invoice, Product Batch number, Product expiry date and Quantity to be returned.
6. SPAR HEALTH WHOLESALER will only accept products for credits: where proof of purchase is supplied, products are in their original unopened containers, the original labels are intact, no sign of product spoilage or contamination, if it is evident that products have not been subjected to adverse conditions and that the shelf life is still intact.
7. All goods returned to SPAR HEALTH WHOLESALER must be packaged properly to ensure that the product quality and appearance is maintained during the return shipping process. Please ensure that all products to be returned are packed properly (in a sturdy box), labelled with the correct recipient details and are ready for collection. Only two collection attempts will be done where after the CRM will be closed and no credit will be granted. Please attached a copy of the e-mailed CRM document & where applicable the e-mailed Dawn Wing Collection Waybill to the parcel.
8. When a driver arrives to uplift the parcel, the collection trip sheet must be endorsed (signed or stamped) by the customer.
9. Once the goods have been received by our Telesales department, the returned products are evaluated by the Pharmacist on duty and a decision is made regarding the credit request. Once the credit is granted, a credit note will be issued and forwarded to the customer.