

**CLIENT REGISTRATION FORM / CLIENT CREDIT APPLICATION** (Please complete in BLOCK CAPITALS)

Registered/trading name of Applicant: \_\_\_\_\_

The above-mentioned is referred to as the "Client" in this document.

Registration number/ID number: \_\_\_\_\_

VAT registration number: \_\_\_\_\_

Legal status of business: \_\_\_\_\_

Physical address: \_\_\_\_\_

Province: \_\_\_\_\_

Postcode: \_\_\_\_\_

Postal address: \_\_\_\_\_

Province: \_\_\_\_\_

Postcode: \_\_\_\_\_

Bank account name: \_\_\_\_\_

Bank name: \_\_\_\_\_

Branch name: \_\_\_\_\_

Branch number: \_\_\_\_\_

Bank account number: \_\_\_\_\_

Designation: \_\_\_\_\_

Please state whether a Director, Member, Partner, or Sole Proprietor

ID number: \_\_\_\_\_

Physical address: \_\_\_\_\_

Province: \_\_\_\_\_

Postcode: \_\_\_\_\_

Contact person: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Mobile number: \_\_\_\_\_

E-mail: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

- 1.1. These Terms and Conditions shall apply to every quotation, order and agreement between; Redermis (Pty) Limited, registration No. 2010/015064/07 whose registered address is: 3<sup>rd</sup> Floor, 18 The High Street, Melrose Arch, 2046, Johannesburg, South Africa ("**the Company**") who supplies Granulox® (the "**Goods**"); and you, the person, company or entity to whom the Company agrees to supply the Goods "**the Client**"; and, shall also apply to any Goods supplied by third parties engaged by the Company. In these Terms and Conditions the Company and the Client are referred to individually as a "**party**", or collectively as the "**parties**".
- 1.2. The Company reserves the right to amend these Terms and Conditions as necessary.
- 1.3. Any reference by the Client to its own purchasing terms, or other terms and conditions, shall not be accepted by the Company, and shall not be incorporated by reference into these Terms and Conditions whether provided in full, referred to in other documents, and whether before or after a Contract is formed.
- 1.4. These Terms and Conditions are governed by the laws of the Republic of South Africa ("**South Africa**").
- 1.5. If any provision of these Terms and Conditions is rendered void, illegal or unenforceable, in any respect under any law, it shall be severable from these Terms and Conditions, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 1.6. Any indulgence or extension of time granted by the Company to the Client shall not be construed as a waiver or variation of any of the Company's rights or remedies.
- 1.7. Headings are purely for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.
- 1.8. A sale and purchase Contract will be formed upon the Client's confirmation of their acceptance of the quotation purchase order per such quotation provided by the Company ("**Contract**").

### 2. QUOTATIONS

- 2.1. All prices quoted by the Company are exclusive of VAT.
- 2.2. Any quotation provided by the Company is valid and open for acceptance by the Client for a period of 15 (fifteen) days from the date of the quotation, unless the Company agrees otherwise in writing.
- 2.3. Any quotation by the Company may be affected if there is any change to;
  - 2.3.1. the quantities of Goods being ordered;
  - 2.3.2. ruling exchange rates, and duties and surcharges levied by the relevant authorities, and applicable cold-chain transport costs; and,
  - 2.3.3. supplier pricing applicable as at the date of the quotation.
- 2.4. If a quotation is provided in connection with any Goods noted as existing stock-on-hand at the time, such quote is subject to the condition that such Goods have not been sold before the order is confirmed by the Client. Goods cannot be reserved unless prepaid for by the Client.

### 3. ACCEPTANCE OF QUOTATIONS, PLACING OF ORDERS & CREDIT

- 3.1. The Client may accept a quotation and place an order by e-mailing confirmation of acceptance to [granulox@redermis.com](mailto:granulox@redermis.com)
- 3.2. The placing of an order by the Client shall be deemed to constitute acceptance of these Terms and Conditions, and the Company shall raise an invoice.
- 3.3. The Company may, at its sole discretion, provide credit facilities to certain of its clients in whole or in part for the Goods. Provided that the Client meets the Company's credit requirements and conditions, the Invoiced Amount shall be payable by the Client within 30 (thirty) days from the date of invoice.

### 4. DELIVERY

- 4.1. Where stock is on hand and sufficient notice is given to the Company, cold-chain delivery times are overnight for the next day (excluding Weekends and Public Holidays).
- 4.2. Delivery times are of an indicative nature only; and accordingly the Client shall have no right to; damages for loss or delay; cancel the order; or to terminate these Terms and Conditions for any failure to meet any delivery times advised by the Company.
- 4.3. The Company cannot always guarantee the availability of Goods.
- 4.4. Delivery is free of charge to the address provided by the Client in South Africa.

### 5. TERMS OF PAYMENT

- 5.1. On acceptance of a quotation, the Company will issue an invoice to the Client for all amounts owing in terms of this order (the "**Invoiced Amount**").
- 5.2. Payment of the Invoiced Amount must be received by the Company per the terms of the invoice.
- 5.3. The Client will make payment to the Company's bank account, as detailed on the Client's invoice, by means of an electronic funds transfer, free of any deductions, bank charges and set-off.
- 5.4. The Client is to reference any electronic funds transfer payment with their Client and invoice number.
- 5.5. The Client is to provide proof of payment of any Invoiced Amount to the Company.
- 5.6. In the event that any amount is not paid on the due date for such payment, the Company shall be entitled, without prejudice to any other rights it may have against the Client, to levy interest of such overdue and/or outstanding amounts, at the highest applicable rate allowed by law. Interest shall be calculated from the due date of payment to the actual date that payment is received.
- 5.7. The Company shall have the right to suspend all further deliveries of Goods without notice in the event that any amount is unpaid.
- 5.8. Any payments received from a Client shall be applied to the Client's indebtedness with the Company in the Company's sole discretion.
- 5.9. No disputes arising under the Contract, nor delays in delivery beyond the control of Redermis, shall interfere with the prompt payment in full by the Customer.

### 6. RISK AND TITLE

- 6.1. Risk and title shall pass to the Customer upon completion of delivery of the Goods.
- 6.2. Upon risk and title passing to the Customer, payment is due to Redermis within the specified time required, as detailed in the invoice. Any unpaid invoices will be pursued as a debt.

### 7. CLIENT'S DUTY TO TAKE CARE

- 7.1. The Client is solely responsible for confirming the suitability of the Goods for the medical use contemplated by the Client; and understands that the Goods are only to be used by a qualified registered healthcare professional for woundcare purposes per the manufacturer's guidance.
- 7.2. The Goods may cause harm or loss if not properly; used; stored; or, appropriate precautions taken per the guidance posted at [www.redermis.com/granulox](http://www.redermis.com/granulox) The Client accordingly agrees that it shall take all such steps as are reasonably practicable or usual to eliminate or reduce any risk to which use of the Goods may give rise.
- 7.3. The Client shall indemnify the Company against any claim, proceedings, costs, loss, damage or liability suffered by the Company as a result of any failure by the Client, or any other person in control of the Goods, to take such steps or ensure compliance with the duties referred to in clauses 7.1. and 7.2. above.

### 8. RETURN OF GOODS

- 8.1. In cases where Goods are not defective and the Customer requests to return the Goods, the Company shall be under no contractual obligation to accept the return except

in the event of any error on its part as to the amount of Goods delivered.

8.2. Unless defective, the return of these cold chain Goods will otherwise not be considered as it will be impossible to verify correct temperature storage at the Client's premises, however transient that storage time may be.

8.3. In cases of return of defective Goods, the Company must be notified immediately after delivery and the reason for defect given by the Client.

## 9. CANCELLATION POLICY

9.1. Cancellation of an order will only be agreed by the Company before dispatch of Goods to the Client, at its sole discretion, on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the Client to the Company forthwith.

9.2. For the avoidance of doubt, once the cold chain Goods are dispatched to the Client an order cannot be cancelled.

## 10. GUARANTEE

10.1. The Company will use reasonable endeavours to ensure that the Goods:

- a) correspond with their description and any applicable specification;
- b) be of satisfactory quality and fit for purpose held out by the Company or made known to the Client by the Company;
- c) where applicable, be free from defects in design, materials and workmanship and remain so for their remaining shelf life after delivery; and,
- d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of Goods.

## 11. MISSING AND DEFECTIVE GOODS

11.1. The Client must inspect the Goods immediately on arrival at its premises and report to the Company whether any Goods are missing or defective on the same or next working day.

11.2. In the case of missing Goods or defects in the Goods apparent on inspection the Company shall replace the missing or defective Goods, with any delay to the same being subject to availability of the Goods.

11.3. All allegations of total non-delivery of any consignment of the Goods must be made by notice in writing by the Client to the Company within seven (7) days of the specified delivery date. Failure by the Client to give such notice shall render the Client liable for any temporary or permanent loss of the Goods and all additional costs and expenses incurred by the Company in relation to such loss.

11.4. Any complaints made by the Client outside of the periods specified in clause 11 will not be considered by the Company.

## 12. LIABILITY

12.1. The Company's sole obligation in the event of any missing or defective Goods, shall be to replace the Goods.

12.2. The maximum total liability under or arising out of in connection with these Terms and Conditions will not exceed the individual order value in question that has been already paid for by the Client.

12.3. Save for any liability in clauses 12.1. and 12.2. above, and notwithstanding any other of the provisions of these Terms and Conditions, the Company shall not be liable to the Client or any third party for any claim for loss, expense or damages (including indirect damages, special damages, consequential damages, wasted expenditure, cost of mitigation, or loss of profits) arising out of or occasioned by supply of the Goods, or any other losses howsoever caused to any persons of whatsoever nature and however arising against the Company or its employees (whether in terms of the Consumer Protection Act No. 68 of 2008, or otherwise).

12.4. The Client hereby indemnifies and holds the Company harmless against any claim made by any third party for loss, damage, injury, or death as a result of, or in connection with, the use, storage, or disposal of the Goods once delivered to the Client.

12.5 This clause 12 shall survive termination of these Terms and Conditions.

## 13. MARKING AND DEALING IN THE GOODS

13.1. No name, mark, numbering, colouring, appearance or log on the Goods or packaging will be obscured, removed or concealed by the Client.

13.2. The Client will not deal in the Goods that have been supplied by the Company in any way whatsoever with any other party; and the Client will not assist, cause, or enable any other party to deal in Goods that the Company has supplied the Client.

## 14. CONFIDENTIALITY

14.1. Each party shall treat the business information of the other party as private and confidential and neither party shall disclose any particulars without the prior written consent of the other with the exceptions of 14.2 below.

14.2. The obligations expressed in 14.1 above shall not apply to any information that:

- a) Is or subsequently comes into the public domain other than by breach of this clause.
- b) The disclosure of which is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- c) Comes into the possession of one of the parties prior to its disclosure by the other, or which is acquired lawfully and in good faith from an independent third party.

## 15. INSOLVENCY

15.1. Without limiting its other rights or remedies, and notwithstanding any other terms of these Terms and Conditions, the Company shall be entitled to cancel a Contract, in whole or in part, by notice in writing if;

- a) the Client makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction);
- b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client;
- c) the Customer ceases, or threatens to cease, to carry on business; and/or
- d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

## 16. SUB-CONTRACTORS

The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the contract with the Client.

## 17. BRANDS

17.1. Nothing contained in these Terms and Conditions shall be construed as granting the Client any licence or other right with respect to the Granulox® and/or the reDermis® brand.

17.2. The Client acknowledges that the Granulox® and/or the reDermis® brand remain the sole and exclusive property of the original manufacturer and Company respectively, and the Client shall in no way dispute their rights thereto, and shall not in any way make use of the Granulox® and/or the reDermis® brand without the prior written consent of the Company in each instance.

17.3. The Client hereby undertakes to, and in favour of the Company, not to do anything or omit to do anything that may negatively effect the reputation and credibility of the Granulox® and/or the reDermis® brand and/or the goodwill of the Company.

#### 18. CESSION OR ASSIGNMENT

18.1. The Client shall not be entitled to cede, assign or delegate any of its rights and/or obligations which it may have under these Terms and Conditions to any third party, without the written consent of the Company.

#### 19. FAILURE TO PERFORM

19.1. The Company shall not be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations, if the Company has taken reasonable steps to procure and/or deliver the Goods, and/or if such a delay or failure results from events, circumstances or causes beyond its reasonable control; and, the Client shall not be entitled to terminate this Terms and Conditions, nor shall it have a claim of whatsoever nature against the Company.

19.2. If in these circumstances the Company has already partly performed its obligations, or can only partly perform its obligations, it shall be entitled to part already invoiced and delivered, and the Client shall be obliged to such invoices as if it were a separate contract.

#### 20. BREACH AND TERMINATION

20.1. In the event that the Client breaches any of the terms and conditions contained in these Terms and Conditions, and fails to make good the specified default after having being given 7 (seven) days written notice of the same, and/or fails to pay an amount due by it to the Company, and/or suffers a civil judgement taken entered against it, and/or causes a notice of surrender of its estate to be published in terms of the Insolvency Act 24 of 1936 (as amended), and/or suffers its estate being placed under provisional or final sequestration, liquidation, or business rescue proceedings, then the full amount of the Client's indebtedness to the Company shall immediately become due, owing, and payable and the Company shall be entitled without prejudice to any other rights that it may have either in terms hereof or in law as to;

a) suspend performance of any of its obligations, (including the suspension of further delivery to the Client) under these Terms and Conditions or any other agreement until such time as the payment is received and/or the breach in question is remedied; and/or

b) claim damages and/or enforce payment in full of the balance of the Invoiced Amount then outstanding together with any accrued interest and all other costs payable; and/or

c) cancel these Terms and Conditions.

#### 21. DISPUTE SETTLEMENT

21.1. Save for any dispute that relates to the failure of the Client to pay an invoice issued by the Company, any dispute or difference arising from any order placed by a Client shall be determined by submitting the Managing Director of the Company and the Client for resolution, and failing resolution, by means of mediation. In the event that a mediated outcome is not achieved within 14 (fourteen) days, the dispute shall be referred to arbitration, and the Arbitration Act of 1965 shall apply.

21.2. The parties shall agree on the identity of a mediator or arbitrator (as the case may be) within 5 (five) days of the dispute being submitted to mediation or arbitration, and failing agreement between them, the mediator/arbitrator shall be appointed by referral to the Arbitration Foundation of Southern Africa.

#### 22. CERTIFICATE OF INDEBTEDNESS

22.1. The Client hereby agrees and acknowledges that for all or any purposes whatsoever, including the purpose of any action of the Company against the Client, either for provisional sentence, summary judgement or otherwise, a certificate signed by a director of the Company (whose authority it shall not be necessary to prove) certifying or purporting to certify that an amount is owing by the Client to the Company, shall be sufficient and satisfactory proof and prima facie proof of the correctness of the amount or amounts and facts therein contained.

#### 23. LEGAL PROCEEDINGS AND JURISDICTION

23.1. If it becomes necessary for the Company to institute legal proceedings against the Client in order to enforce any of its rights, either in terms of these Terms and Conditions, or at common law, the Client shall be liable to pay all legal costs including collection commission or tracing fees incurred by the Company, on the attorney or own client scale.

23.2. Notwithstanding the amount of its claim, the Company shall be entitled but not obliged to institute action against the Client out of any Magistrate Court of competent jurisdiction and the Client shall be deemed hereby to have consented to such jurisdiction.

#### 24. WAIVER

A waiver of any right or remedy under contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 25. SEVERENCE & VARIATION

25.1. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst retaining the risk and reward between the parties. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

25.2. Except as set out in these Terms and Conditions, no variation in these Terms and Conditions, including the introduction of any additional terms and conditions, shall become effective unless it is agreed in writing and signed by the Company.

#### 26. ENTIRE AGREEMENT

26.1 These Terms and Conditions constitute the whole agreement and understanding of the parties in relation to its subject matter and supersedes any previous arrangement, understanding, representations, (including any information or data set out in any sales and marketing literature), or agreement between them relating to the subject matter of these Terms and Conditions.

26.2 Each party acknowledges that, in entering into these Terms and Conditions, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Terms and Conditions and has no rights and remedies in respect thereof.

#### 27. NOTICES

27.1. Any notice to be given to either party shall be in writing.

27.2 Any notice to be given under these Terms and Conditions may be: delivered personally or by pre-paid registered post or pre-paid courier to the physical office of the Company at Unit 6C3/4, Sinosteel Plaza, 159 Rivonia Road, Sandton, 2196, Johannesburg; or sent by e-mail to [granulox@redermis.com](mailto:granulox@redermis.com)

27.3 A notice or any other communication given in connection with these Terms and Conditions is deemed to have been received at the time of actual delivery.

(Please complete in BLOCK CAPITALS except Signature)

Registered/trading name of Applicant: \_\_\_\_\_

The above-mentioned is referred to as the "Client" in this document.

I hereby warrant that I am duly authorised to sign below on behalf of the Client. I warrant that, to the best of my knowledge, the information provided in this document is true and correct and I know of no other facts that, if discovered, might affect the decision whether to grant credit.

Notwithstanding the terms of conditions on page 2, 3 and 4 of this document, I further acknowledge that the terms of credit granted are strictly 30 (thirty) days from the date of invoice, and that interest shall be charged at the maximum prescribed interest rate on all amounts owing.

I confirm that I have read and understood the Terms and Conditions on page 2, 3 and 4 of this document, that are the standard terms and conditions of the Company for supply of the Goods to the Client with, or without, grant of credit.

I hereby conform that as the Client I choose legal address as the physical address reflected on page 1 of this document.

I hereby consent and agree that the Company may;

- perform a credit search on our records with any registered credit bureaux when assessing the Client's credit application.
- monitor the Client's payment behaviour with any registered credit bureaux; and,
- use new information and data gathered obtained from other registered credit bureaux when assessing the Client's credit facility.

I accept that the Company's decision to grant credit facilities and the nature and extent thereof is the sole discretion of the Company.

I accept that the Company reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.

Full Name of Authorised Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_  
Please state whether a Director, Member, Partner, or Sole Proprietor

Telephone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Authorised Signatory (below):

\_\_\_\_\_

Date: \_\_\_\_\_