



REG NO. CK1998/009051/23
 UNIT 6 GREENACRES II 12 CRUSHER RD CROWN X3
 Email: info@nazmed.net Tel 011 8374550

CUSTOMER CREDIT APPLICATION FORM

1. APPLICANT DETAILS			
1.1 APPLICATION FOR	COD <input type="checkbox"/>	30 DAY ACCOUNT <input type="checkbox"/>	
BUSINESS CONTACT INFORMATION			
1.2 REGISTERED NAME			
1.3 REGISTERED ADDRESS			
1.4 CUSTOMER TYPE (PLEASE TICK)	PHARMACY <input type="checkbox"/>	DOCTOR <input type="checkbox"/>	OTHER <input type="checkbox"/>
1.5 TRADER TYPE (PTY, CC, INDIVIDUAL ETC.)			
1.6 COMPANY REGISTRATION NUMBER			
1.7 VAT REGISTRATION NUMBER			
1.8 DELIVERY ADDRESS (DOMICILIUM ET EXECUTANDI)	POSTAL CODE ()		
1.9 POSTAL ADDRESS (IF NOT SAME AS ABOVE)	POSTAL CODE ()		
1.10 EMAIL ADDRESS			
1.11 ALTERNATE EMAIL ADDRESS			
1.12 TELEPHONE NUMBER			
1.13 CELLPHONE NUMBER			
1.14 DATE BUSINESS WAS STARTED			
1.15 LANDLORD NAME & CONTACT DETAILS			
1.16 BUSINESS HOURS			



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2. PRACTICE INFORMATION REQUIRED

2.1 PRACTICE REGISTRATION NUMBER	
2.2 PHARMACY COUNCIL REGISTRATION NUMBER (Y)	
2.3 RESPONSIBLE PHARMACIST (NAME & P No.)	
2.4 MEDICAL COUNCIL REGISTRATION NUMBER (MP/DP/P)	
<p>PLEASE INCLUDE A COPY OF (i) DISPENSING LICENCE (ii) HSPCA CARD (iii) SAPC CARD (iv). PHARMACY REGISTRATION CERTIFICATE SHOULD ANY INFORMATION CHANGE NAZMED PHARMACEUTICALS CC. MUST BE INFORMED IMMEDIATELY.</p>	

3. PERSONAL CONTACT INFORMATION

INDIVIDUAL/OWNER/DIRECTOR/ PARTNER/MEMBER/TRUSTEE (PLEASE INCLUDE A COPY OF THE OFFICAL REGISTRATION DOCUMENT AND FURNISH FULL NAMES AND ID NUMBERS OF ALL DIRECTORS/MEMBERS/TRUSTEES/PARTNERS	<ol style="list-style-type: none"> 1. 2. 3.
FULL NAME AS PER IDENTITY DOCUMENT/PASSPORT IF TRADING AS AN INDIVIDUAL	
IDENTITY NUMBER ((PLEASE INCLUDE A CERTIFIED COPY OF VALID ID OR PASSPORT)	
RESIDENTIAL ADDRESS (PLEASE INCLUDE PROOF OF RESIDENCE (NOT OLDER THAN 3 MONTHS) OF DIRECTORS/MEMBERS	
EMAIL ADDRESS	
TELEPHONE NUMBER (HOME)	
TELEPHONE NUMBER (WORK)	
TELEPHONE NUMBER (MOBILE)	
ALTERNATE TELEPHONE NUMBER	
NEXT OF KIN (NAME)	
NEXT OF KIN (ADDRESS)	
NEXT OF KIN (CONTACT NUMBER)	



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4.DETAILS OF CREDIT REQUIRED	
AMOUNT OF CREDIT REQUIRED IN ZAR	
ANTICIPATED MONTHLY PURCHASES IN ZAR	
ADDITIONAL INFORMATION/COMMENTS	

5.BANKING DETAILS			
ACCOUNT HOLDER NAME:		BANK:	
ACCOUNT NUMBER:		BRANCH CODE:	
KINDLY INCLUDE PROOF OF BANK ACCOUNT WITH APPLICATION			

6.TRADE REFERENCES					
COMPANY NAME	ADDRESS	TELEPHONE NUMBER	CREDIT LIMIT	DATE ACCOUNT WAS OPENED	AVERAGE MONTHLY PURCHASE
6.1					
6.2					

7. TERMS AND CONDITIONS OF CREDIT AGREEMENT

I, the Customer, hereby agree to the following credit terms and conditions in connection with my application for credit terms from Nazmed Pharmaceutical cc. I, the Customer, agree as follows:

1. Whole agreement and acceptance

- 1.1 The Customer agrees that these terms and conditions:
 - 1.1.1 represents the entire agreement between the Customer and Nazmed Pharmaceutical cc and that no alterations or additions to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative o Nazmed Pharmaceutical cc.
 - 1.1.2 will, in the absence of any other agreement, govern all future contractual relationships between the parties;
 - 1.1.3 are applicable to all existing debts between the parties;



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- 1.1.4 are final and binding and are not subject to any suspensive or dissolutive conditions;
 - 1.1.5 expressly exclude any conflicting terms and conditions stipulated by the Customer;
 - 1.1.6 supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by Nazmed Pharmaceutical cc;
 - 1.1.7 apply to all servants and subcontractors of Nazmed Pharmaceutical cc.
- 1.2 Should the Customer be granted an account at Nazmed Pharmaceutical cc such account is personal to the Customer and is for the sole and exclusive use of the Customer to whom it was granted and the Customer may under no circumstances allow any third party to purchase goods from Nazmed Pharmaceutical cc using such account facility.
- 1.3 These terms and conditions become final and binding on receipt of the acceptance by Nazmed Pharmaceutical cc at its business address.
- 2. Personal guarantee, co-indebtedness, representations, suitability, modifications and alternatives**
- 2.1 The signatory hereby binds himself/herself in his/her personal capacity as director (in the case of a company), member (in the case of a close corporation) or owner or partner as co-debtor jointly and severally for the full amount due to Nazmed Pharmaceutical cc. and agrees that these terms and conditions will apply mutatis mutandis to him/her.
 - 2.2 The Customer acknowledges that it does not rely on any representations made by Nazmed Pharmaceutical cc in regard to the goods and services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Nazmed Pharmaceutical cc in respect of the goods or services verbally or in writing will not form part of the agreement in any way unless agreed to in writing by Nazmed Pharmaceutical cc.
 - 2.3 The Customer agrees that neither Nazmed Pharmaceutical cc nor any of its employees will be held liable for any innocent misrepresentations made to the Customer.
- 3. Granting of credit**
- 3.1 Nazmed Pharmaceuticals cc. will inform the applicant within 5 working days after receipt of the duly completed customer credit application form, whether your request for credit has been approved, and the maximum amount of credit granted by Nazmed Pharmaceuticals CC. ('Credit limit'). The credit limit shall remain in place indefinitely provided that Nazmed Pharmaceuticals cc shall be entitled to unilaterally revoke or suspend the facility and/or to vary the credit limit from time to time.
 - 3.2 The applicant grants Nazmed Pharmaceuticals CC. the right to contact any company or institution it deems necessary in order to check the applicants credit worthiness.
 - 3.3 Nazmed Pharmaceuticals CC, may from time to time, insure its debtors book. If insurance takes place you will be required to co-operate with Nazmed Pharmaceuticals CC's insurer and aid and information that may be required by the insurer or its agents.
- 4. Exclusion and limitation of liability**
- 4.1 Nazmed Pharmaceuticals CC. shall not be liable for any damage whatsoever (including consequential damage) suffered by the client including its members.employees and/or representatives of the goods as a result of any latent or patent defects in the goods, any loss of profit or special damages of any nature.
 - 4.2 The Client hereby indemnifies and holds Nazmed Pharmaceuticals CC. harmless against all damages, claims, costs and demands of any kind whatsoever arising from any cause in respect of or in the relation to the use, consumption or sale of goods supplied.
- 5. Account and payment terms**
- 5.1 You will be invoiced for purchases on delivery. Nazmed Pharmaceuticals CC. will render monthly statements of account to you at an email address provided by you. The amount due, must be paid for in full, without any demand, deduction or set off, within thirty(30) days of the date of the statement except for COD accounts which need to be settled before goods are rendered.



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- 5.2 Payments can be made via Electronic fund transfer (EFT) or cash deposits. Your account number should be used as a payment reference and proof of payment should be emailed to the relevant address so that payment can be allocated to your account.
- 5.3 Should payments be overdue, Nazmed Pharmaceuticals cc. will be entitled to suspend your account and not be obliged to render any services to you, without notice until amount overdue is paid for in full. Failure to keep to 30 days from date of statement will result in a notice of demand issued after 7 business days. Failure to adhere to this demand will result in legal action be instituted against you without further notice.
- 5.4 Ownership of goods supplied vests in the Seller (Nazmed Pharmaceuticals CC.) until paid for in full.
- 5.5 When an account is overdue, Nazmed Pharmaceuticals CC. shall be entitled to suspend the Clients facility and any further sale/ delivery of goods, without notice and without prejudice to a legal entity and/or third party for collection of an overdue balance. The cost of such exercise shall be borne by the client in toto.
- 5.6 Prices are subject to change without prior notice.
- 5.7 The customer will be in default if it:
 - 5.7.1 Fail to pay any amount of money due to Nazmed Pharmaceuticals cc on the due date
 - 5.7.2 Is sequestrated or placed in liquidation (whether voluntary, compulsory, provisional or final) or under judicial management;
 - 5.7.3 Commits any act of insolvency or what would be an act of insolvency if committed by a natural person;
 - 5.7.4 Enters into an arrangement or compromise with its creditors generally;
 - 5.7.5 Fails to satisfy any judgment granted against it within 7 days of the date of judgment.
 - 5.7.6 If the customer is in default:
 - 5.7.7 All amounts which are owed to Nazmed Pharmaceuticals cc will immediately become due and payable, despite any agreement for credit with such customer;
 - 5.7.8 Nazmed Pharmaceuticals cc suspend all deliveries to the customer;
 - 5.7.9 Nazmed Pharmaceuticals cc may cancel the customer's orders without notice to such customer.
 - 5.7.10 Nazmed Pharmaceuticals cc may cede, encumber, deal with or in any way dispose of its interest in the amount owing to Nazmed Pharmaceuticals cc without the customers' consent.
 - 5.7.11 The customer shall pay on demand the costs involved in preparing all legal documents, including attorney fees and stamp duties.
The customer consent to judgement as envisaged by section 58 of the Magistrates Court Act, Act 32 of 1944 in the event of any default payment

6. Delivery,Risks and Returns Policy

- 6.1 The Customer hereby confirms that the goods or services on the invoice issued duly represent the goods or services ordered by the Customer.
- 6.2 Delivery of the goods to the Customer shall take place at the place of business referred to in the approved credit application.
- 6.3 Any delivery note or waybill (copy or original) signed by the Customer,employee,representative or agent of the customer or a third party engaged to transport the goods and held by Nazmed Pharmaceutical cc shall be conclusive proof that delivery was made to the Customer.
- 6.4 The risk of damage to, destruction or theft of goods shall pass to the Customer on receipt of any order placed in terms of this agreement.
- 6.5 Delivery times given are merely estimates and are not binding on Nazmed Pharmaceutical cc
- 6.6 Damages and shortages and incorrectly supplied goods must be reported to Nazmed Pharmaceuticals cc within 48 hours of delivery.
- 6.7 No claims will be entertained for goods correctly supplied to customers.
- 6.8 Nazmed Pharmaceutical cc may, but is not obliged to, accept the return of goods that were correctly supplied in accordance with the customer's order.
- 6.9 If it does so the following conditions will apply:
 - 6.9.1 Prior authorisation from Nazmed Pharmaceutical cc must be obtained.
 - 6.9.2 The returned goods and the packaging must be in a resaleable condition, as determined by Nazmed Pharmaceutical cc
 - 6.9.3 The returned goods must be accompanied by proof of purchase (e.g. a delivery note or invoice)
The goods must be returned to Nazmed Pharmaceutical cc within 7 days of receipt thereof in order to qualify for a credit.

7. Legal expenses, indulgence and jurisdiction

- 7.1 The Customer shall be liable to Nazmed Pharmaceutical cc for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by Nazmed Pharmaceutical cc in the event of:
 - 7.1.1 any default by the Customer; or
 - 7.1.2 any litigation in regard to the validity and enforceability of this agreement.
 - 7.1.3 The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Nazmed Pharmaceutical cc.



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- 7.2 The Customer agrees that no indulgence whatsoever by Nazmed Pharmaceutical cc **CC** will affect the terms of this agreement or any of the rights of Nazmed Pharmaceutical cc and such indulgence shall not constitute a waiver by Nazmed Pharmaceutical cc in respect of any of its rights herein. Under no circumstances will Nazmed Pharmaceutical cc be stopped from exercising any of its rights in terms of this agreement
- 7.3 The Customer consents to Nazmed Pharmaceutical cc instituting any action in either the Magistrate's Court or the High Court at its sole discretion.
- 7.4 This agreement and its interpretation is subject to South African law.

8. General

- 8.1 Any notice shall be deemed duly accepted by the Customer:
 - 8.1.1 within 5 (five) days of mailing by prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member, partner or owner of the Customer; or
 - 8.1.2 within 24 hours of being faxed to any of the Customer's fax numbers or any director's, member's, partner's or owner's fax numbers; or
 - 8.1.3 on being delivered by hand to the Customer or any director, member, partner or owner of the Customer; or
 - 8.1.4 within 48 hours if sent by overnight courier.
 - 8.1.5 within 24 hours if sent to the e-mail address stipulated in the approved credit application.
- 8.2 The Customer chooses domicilium citandi et executandi at the business address or the physical addresses of any director (in the case of a company), member (in the case of a close corporation) or of the owner(s) or partner(s).
- 8.3 The Customer undertakes to inform Nazmed Pharmaceutical cc in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner or address and 14 (fourteen) days prior to disposal of the Customer's business. Failure to do so will constitute a material breach of this agreement.
- 8.4 The Customer hereby consents to the storage and use by Nazmed Pharmaceutical cc the personal information that it has provided for establishing its credit rating and to Nazmed Pharmaceutical cc disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Nazmed Pharmaceutical cc will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
- 8.5 Nazmed Pharmaceutical cc reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances.
- 8.6 The invalidity of any part of this agreement shall not affect the validity of any other part.
- 8.7 Unless the context clearly indicates a contrary intention, any expression which denotes:
 - 8.7.1 any gender includes the other genders;
 - 8.7.2 a natural body includes a body corporate and vice versa;
 - 8.7.3 the singular includes the plural and vice versa;
 - 8.7.4 headings are for convenience only and are not to be taken into account for the purpose of interpretation.

Full Name : _____

ID/Passport Number : _____

Address :

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

 (APPLICANT SIGNATURE)

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

 (WITNESS SIGNATURE)



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8. DEED OF SURETYSHIP

1. I / We the undersigned, _____ Name
 and _____ [Name] as
 member(s)/director(s) of _____ [Name of CC/Company]
 ("the customer"),

hereby bind myself/ourselves, jointly and severally, in my/our personal capacity/capacities, as surety/sureties for and co-principal debtor/debtors with the customer for the due performance by the customer of all its obligations existing or arising in terms of this application.

2. I/We irrevocably agree that all acknowledgements and admissions by the customer shall be binding on me/us and that I/we shall be bound to the full extent of the suretyship, which shall at all times be fully and immediately enforceable.

- 3. I/We waive the benefits of requiring Nazmed Pharmaceuticals cc to:
 - 3.1 Sue the customer before it sues me/us in terms of this undertaking;
 - 3.2 Only sue me/us for my/our proportionate share of the customer's obligations where several sureties secure those obligations;
 - 3.3 Sue me/us together with any other sureties who also secure the customer's obligations.

SIGNED at _____ on this day of _____ 20_____.

Full Name: _____

ID Number: _____

Signature : _____

Address : _____

SIGNED at _____ on this day of _____ 20_____.

Full Name: _____

ID Number: _____

Signature : _____

Address



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9. DECLARATION

I/We warrant and confirm that:

1. All information supplied is true and correct.
2. I/we are duly authorized to make this application.
3. I have read and understood the supply terms and conditions set out.
4. I agree that all/any contracts of sale entered to by the purchaser and Nazmed Pharmaceuticals CC. shall be governed by the supplier’s terms and conditions.
5. There have not been any circumstances present which disqualify the applicant from applying for a credit facility in this credit application or extension of such facilities.
6. I/We grant Nazmed Pharmaceuticals CC. to obtain and utilize credit bureau records for all assessments and other purposes necessary.
7. I/We undertake to inform Nazmed Pharmaceuticals cc in writing of any change or amendments to the information supplied by me/us within seven days from the date of such change or amendment.

Name in full : _____

ID/Passport Number: _____

Address :

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

(APPLICANT SIGNATURE)

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

(WITNESS SIGNATURE)



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From the 1st July 2021, the Protection of Personal Information Act (POPIA) came into effect and we need to ensure that you would like to receive our email and marketing content. Your information will be stored and protected in adherence to POPIA. You can contact our Information Officer at email nazir@nazmed.net for our Privacy Policy.

DATA SUBJECT CONSENT FORM

TO RESPONSIBLE PARTY Nazmed Pharmaceuticals CC

I/We _____ confirm our consent to process our Personal Data / Information by the Responsible Party, named here-above, for the purpose of:

- Purchase of Goods
- Statements and accounts
- Promotion and other material

Our Personal Information, as Data Subject, is as follows:

L
 A copy of one or both of the following documentation as confirmation of our Personal Information is attached:

- Registration Certificate
- Proof of Registered Office / Business Address

Consent is hereby granted from ourselves, the Data Subject, to Nazmed Pharmaceuticals cc

Signed at _____ on this _____ day of _____ 20_____

Name of Authorised Signature: _____

Signature: _____