



APPLICATION FOR ACCOUNT / CREDIT FACILITIES

DSV Contract Logistics (Pty) Ltd

1 Meadowview Lane, Meadowview Business Estate, Linbro Park, Johannesburg

Reg. No.: 1996/002517/07 | VAT No.: 4830158897

Tel. No.: +2710 248 0785 | +2710 248 0000 (Option 3) Email: za.sha.hcmasterdata@dsv.com

CUSTOMER DETAILS

1. Type of Business:
2. Registered Name of Business:
3. Trading Name:
(Herein after the registered name and/or trading name will be referred to as "the Customer")
4. Registration No.:
5. Registered Address (Not PO Box): Postal Code:
(Customer selects this address as his/her/its domicilium citandi et executandi)
6. Nature of Business:
7. Projected Spend indicator (Top 5 Manufacturers)
- | | |
|--------------------|--|
| Client Name: | Projected Annual Spend Value in ZAR: |
| Client Name: | Projected Annual Spend Value in ZAR: |
| Client Name: | Projected Annual Spend Value in ZAR: |
| Client Name: | Projected Annual Spend Value in ZAR: |
| Client Name: | Projected Annual Spend Value in ZAR: |
8. Account Schedule
- Payment Terms of Account**
- Credit Limit Required: Estimates annual value of purchases:
9. SAPC/HPCSA/SAVC (if applicable):
- SANC Registration No. **(COPY OF CERTIFICATE TO BE ATTACHED)**
- Pest Control Operators No. **(COPY OF CERTIFICATE TO BE ATTACHED)**
10. Medical Practitioners / Nursing Sisters (if applicable):
- RAMS/Practice No.
- Dispensing License No. **(COPY OF LICENSE TO BE ATTACHED)** Dispensing License Expiry Date
- SANC Permit No. **(COPY OF PERMIT TO BE ATTACHED)** SANC Permit Expiry Date
11. Delivery Address **(REGISTERED BUSINESS ADDRESS – SUPPORT REQUIRED)**:
- Postal Code:
12. Postal Address:
- Postal Code:
13. Contact Details
- Telephone No.: Cellphone No.:
- Email:
14. Names of Contact Persons authorised to act on behalf of the Customer for:
- | | | |
|-----------|------------|-------|
| Orders: | | |
| | Print Name | Email |
| Accounts: | | |
| | Print Name | Email |
15. VAT Number:
If the customer is a registered vendor, the Customer's VAT number must be supplied in terms of the Value-Added Tax Act, 89 of 1991 [as amended]
16. Banking Details:
- | | |
|--------------|----------------|
| Bank Name | Branch |
| Account Name | Account Number |



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17. Full Names of directors / members / partners / owners:

Name:	% Ownership:.....	ID Number:.....
Name:	% Ownership:.....	ID Number:.....
Name:	% Ownership:.....	ID Number:.....
Name:	% Ownership:.....	ID Number:.....

18. Are the latest financial statements available? Yes No

19. The Protection of Personal Information Act, No. 4 of 2013 (the "POPI")

19.1 The parties hereto agree that, to the degree that both parties process each other's personal information as defined by the POPI, and arising out of their relationship with one another, they will adhere to all rights and responsibilities as contained in the POPI and any privacy laws applicable.

19.2 In the event of an unauthorised, unlawful and/or unintended processing, accessing and/or acquiring of either party's personal information by an unauthorised third party, or where there are reasonable grounds to believe that a party's personal information has been processed, accessed and/or acquired by an unauthorised third party, each party will immediately, or as soon as reasonably possible, notify the other party and the Information Regulator thereof in writing and co-operate with all reasonable requests to investigate and remedy such an incident as soon as reasonably possible.

19.3 The Customer/Client and its representatives acknowledges that it has considered and consents to the purpose for which the Customer's/Clients, and its representatives', personal information is processed and the duration within which the personal information shall be retained, as outlined in DSV's privacy policy which could be accessed here: <https://www.dsv.com/en-za/about-dsv/corporate-responsibility/policies/data-privacy>.

19.4 The Customer hereby consents to the processing of its personal information as defined by the Protection of Personal Information Act, no 4 of 2013 ("the POPI") or any applicable Privacy laws/regulations, for the purpose of DSV fulfilling its duties and functions in terms of the Agreement, including information to third parties outside the Republic of SA.

19.5 The Customer hereby consents to the processing of its personal information as defined by the Protection of Personal Information Act, no 4 of 2013 ("the POPI") or any applicable Privacy laws/regulations, for the purpose of DSV fulfilling its duties and functions in terms of the Agreement, including information to third parties or manufacturers/suppliers which DSV acts in its capacity as an agent. This information shared shall include but not be limited to Credit applications with all supporting documentation and any information relating to credit due diligence.

YES NO

19.5 Any consent that you have provided may be withdrawn at any time by contacting us at email address: southafrica.privacy@dsv.com

I/We, the undersigned, warrant that the information given above is true and correct and that I/we have the authority to act for and bind the Customer hereto. I/We have read and understood the terms and conditions on pages 4-6 hereof which will be binding upon the Customer.

In the event that a notification is received purporting to communicate that DSV Contract Logistics (Pty) Ltd ("DSV Contract Logistics") has changed its banking details (even if it purports to emanate from DSV Contract Logistics, the Customer will be responsible for validating the correctness of the communication directly with DSV Contract Logistics. Any payments made into a banking account other than DSV Contract Logistics bank account, will be at the sole risk of the Customer and will not be credited to the account of the Customer.

Signed at on this the day of

.....
Name of Authorised Signatory (Please print)

.....
Authorised Signatory Signature

.....
1) Witness Signature

.....
2) Witness Signature



DEED OF SURETYSHIP

I, the undersigned, do hereby irrevocably bind myself as surety and co-principal *debtor in solidum* in favor of DSV Contract Logistics, its order, successors in title or assigns, for the due fulfilment by the Customer of all its obligations to DSV Contract Logistics of whatsoever nature and howsoever arising, whether already incurred or which may from time to time be incurred. This is a continuing guarantee, and my liability hereunder shall not be affected by any indulgence granted to the Customer by DSV Contract Logistics. I hereby renounce the benefits excussion, division, *non-causa debiti* and cession of action, and choose *domicilium citandi et executandi* for all purposes at the address set out under my signature hereunder. I agree to pay all legal costs on the scale as between attorney and client in the event of DSV Contract Logistics having to enforce the terms of this Suretyship. I acknowledge that it shall be within the discretion of DSV Contract Logistics as to whether to proceed to enforce the terms of this Suretyship in the applicable Magistrates Court or the High Court. I furthermore consent to the jurisdiction of the Magistrate's Court notwithstanding that the amount of the liability to DSV Contract Logistics may exceed the jurisdiction of such Court.

Furthermore, I agree that I will remain liable for any non-payment by the Customer (even in the event of a sale of the business) until such time as I have been released from this Suretyship in writing by DSV Contract Logistics, which release will be at the sole discretion of DSV Contract Logistics. Lastly, I agree to be bound by the standard terms and conditions appearing on page 5 hereof.

I irrevocably agree and undertake that the approval of any business rescue plan in relation to the Customer in terms of the provisions of Chapter 6 of the Companies Act, 2008, will neither compromise nor discharge the amount due by me to DSV Contract Logistics, or any part thereof, and I agree that I shall remain liable to DSV Contract Logistics for the full amount of the debt owed by the Customer to DSV Contract Logistics prior to such approval of the business rescue plan.

Signed at on this the day of

.....
Full Name Signature

.....
ID Number Address

.....
1) Witness Signature 2) Witness Signature

ONLY APPLICABLE TO TERMED ACCOUNT REQUESTS

PROVISIONS RELATING TO THE NATIONAL CREDIT ACT, 34 OF 2005 AND THE CONSUMER PROTECTION ACT, 2008

Disclosure in terms of Section 4 of the National Credit Act, No 34 of 2005

The Applicant's Annual Turnover on the date of signing this application for credit (Please mark with an X)

Exceeds R1 Million Is Less than R1 Million

The Applicant's Asset Value on the date of signing this application for credit:

Exceeds R1 Million Is Less than R1 Million

To the extent that the Customer is a natural person, or a juristic person as defined in the Consumer Protection Act, 2008 ("CPA") whose asset value and annual turnover, at the time of concluding this Application or any sale pursuant thereto, are both less than the threshold determined by the Minister in terms of Section 6 of the CPA (as at 1 April 2011, R3 Million), then the Customer's attention is drawn to the provisions of paragraphs 1 and 2 below:

1. The Customer's attention is drawn to the following specific provisions of the General Terms and Conditions:

Clauses 9.2 and 9.3 limit the risk of DSV Healthcare and the Suppliers for <i>inter alia</i> any late, incorrect, partial or non-delivery of goods ordered by the Customer.	Initial:
Clause 9.4 provides for the implementation by DSV Healthcare of a minimum order value.	Initial:
Clause 11 and the sub-paragraphs thereto incorporate provisions that regulate claims made by the Customer and that limit the liability on DSV Healthcare and the Suppliers. In particular, the Customer's attention is drawn to the limitation of liability set out in clause 11.4 in terms whereof DSV Healthcare does not warrant that goods are fit for a particular purpose and in terms whereof DSV Healthcare and the Suppliers exclude liability for defects in goods and for injury, damage or loss resulting from misuse or abuse of goods.	Initial:

2. The provisions of clause 12.1.2 of the General Terms and Conditions that authorise the Suppliers and DSV Healthcare to enter premises for the purposes of repossessing goods are not applicable to the Customer.

Name: Signature: Date:

GENERAL TERMS AND CONDITIONS

1. DSV Contract Logistics is a duly appointed distribution agent for a number of Sellers ("the Suppliers"). The names and identities of each of the Suppliers are available from DSV Contract Logistics. All references in these terms and conditions to DSV Contract Logistics shall, unless the context indicates to the contrary, be construed having regard to its aforesaid agency status.
2. All purchases made by the Customer from DSV Contract Logistics shall be governed by the terms and conditions contained herein and such other conditions which may appear on the tax or commercial invoice.
3. The list of Suppliers who distribute through DSV Contract Logistics may from time-to-time change. Notwithstanding any changes to the Suppliers, it is agreed between the parties that these General Terms and Conditions shall apply to all orders placed by the Customer with DSV Contract Logistics for the supply of each Supplier's goods. It is recorded that DSV Contract Logistics receives a benefit for the performance of the aforesaid services on behalf of the Suppliers and accordingly DSV Contract Logistics is a party to this Application and has a direct interest in this Application.
4. No variation or alteration of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised executive or manager of DSV Contract Logistics, or of the Supplier concerned. No indulgence granted by DSV Contract Logistics or by the Supplier shall constitute a waiver of any of DSV Contract Logistics' or the Supplier's rights.
5. **Credit Bureaux**
 - 5.1 The Customer agrees that DSV Contract Logistics may transmit to a registered Credit Bureau(x) information concerning
 - 5.1.1 This application and the Customer's account with DSV Contract Logistics.
 - 5.1.2 Any non-compliance by the Customer with the terms of this Application.
 - 5.2 The Customer agrees that such Credit Bureau(x) will provide a credit profile and possibly a credit score on the creditworthiness of the Customer.
 - 5.3 The Customer has the right to contact such Credit Bureau(x) to have a credit record(s) disclosed and to correct any inaccurate information.
6. **Payment Terms**
 - 6.1. Unless otherwise agreed to in writing the Customer shall pay the amounts reflected on DSV Contract Logistics Tax or Commercial Invoice at the offices of DSV Contract Logistics on order. If the Customer is a credit approved customer then payment of the amounts owing to DSV Contract Logistics shall be made to DSV Contract Logistics within each individual Supplier's specified payment period or, if no payment period is specified in writing on the Application for Account/Credit Facility, then the Customer shall make payment within a period of 30 (thirty) days from the date of the statement of account issued by DSV Contract Logistics to the Customer.
 - 6.2. In the event of a default the Customer will be liable to DSV Contract Logistics or the Supplier for any and all damages which DSV Contract Logistics or the Supplier may suffer as a result of the Customer's breach and/or default.
 - 6.3. The Customer shall not be entitled to withhold payment to DSV Contract Logistics for any reason whatsoever, nor shall the Customer be entitled to set off any amounts due by DSV Contract Logistics to the Customer against any debt due by the Customer to DSV Contract Logistics.
 - 6.4. Payment will only be credited to the Customer's account once the amount is cleared into DSV Contract Logistics' bank account. Any payments made into an incorrect bank account, or any cheques that are lost in the post, will not discharge the Customer's liability.
 - 6.5. The customer agrees that the amount due and payable to DSV Contract Logistics must be determined and proven by the following documents statement, invoice, proof of delivery or correspondence pertaining to the relevant balance or transaction as proof of the customer's indebtedness to DSV Contract Logistics. Any entry on the Customer's statement not disputed within 3 months of the statement being issued, will be considered as correct and the Customer agrees that the customer will have no recourse in disputing such entry or entries and indemnifies the Company from proving such entry or entries as correct.
7. **Orders**

All orders or variations to orders, whether oral or in writing, shall be binding on the Customer and subject to these terms and conditions and the Customer shall be estopped from denying the validity of such order notwithstanding that it may have been given or signed by a person not authorised by the Customer

8. Quoted Prices

All prices quoted by DSV Contract Logistics (Pty) Ltd are determined by the Suppliers and are subject to increases, at the discretion of each individual Supplier. Without in any way limiting the generality of the foregoing, the Suppliers shall be entitled to increase the cost of goods from time-to-time consequent upon currency fluctuations before dispatch of the goods by DSV Contract Logistics (Pty) Ltd to the Customer.

9. Delivery

- 9.1 Unless otherwise agreed in writing, in the case of the export of goods to Customers outside the Republic of South Africa, delivery and risk shall be governed by the Incoterms specified on the Commercial invoice which Incoterms are available on request and are deemed to be incorporated herein. Prima facie proof of delivery to the Customer shall be by means of an original copy of:
 - 9.1.1 DSV Contract Logistics (Pty) Ltd delivery note signed by the Customer; or
 - 9.1.2 Proof of delivery to the nominated address of the Customer.
- 9.2 All deliveries are subject to the availability of the goods and DSV Contract Logistics shall be entitled, in its sole discretion, to split delivery of the goods ordered by the Customer in the quantities and on the dates, it decides and to invoice them separately to the Customer.
- 9.3 Any date indicated by DSV Contract Logistics for delivery of the goods shall be regarded as an estimated date of delivery and shall not constitute a contractual obligation. DSV Contract Logistics shall not be liable for any loss or damage of whatsoever nature incurred or suffered by the Customer as a result of or in connection with any late, incorrect, partial, or non-delivery. DSV Contract Logistics will make every endeavor to deliver timeously but the Customer shall not be entitled to cancel or repudiate this Application or claim damages for consequential loss or otherwise or to refuse to accept delivery or part delivery on the grounds of delay in the delivery of the order or any part thereof for any cause whatsoever.
- 9.4 DSV Contract Logistics (Pty) Ltd is entitled to refuse to deliver orders that are below a minimum order value that is implemented from time to time, or, at its discretion, DSV Contract Logistics (Pty) Ltd will be entitled to levy an additional delivery charge for the delivery of orders that are below the minimum order value.

DSV Contract Logistics (Pty) Ltd shall have the right to cancel a Customer's order where DSV Contract Logistics (Pty) Ltd is unable to supply and deliver the goods due to force majeure from any cause beyond the control of DSV Contract Logistics (Pty) Ltd including, but not limited to, inability to secure labour, power, materials or supplies, or by reason of an act of God, or civil disturbance, riot, state of emergency, strike, lockout, labour disputes, fire, flood, drought or legislation.

10. Returns

The return of goods sold and delivered by DSV Contract Logistics to the Customer are subject to DSV Contract Logistics' returns policy, a copy which is available upon request by the Customer.

All returns, product claims and pricing disputes are to be logged with the Contact Centre:

Product Returns / Claims:

ZA.S.ACDCreditRetur@za.dsv.com or 0860 00 04 43 Option 2

Pricing Claims:

ZA.SHA.PricingClaims@za.dsv.com or 0860 00 04 43 Option 2

11. Manufacturer's Guarantee, Damaged Goods, and Incorrect Deliveries

- 11.1 To be valid, any claims under the Manufacturer's guarantee or for damaged goods or incorrect deliveries shall be supported by the original DSV Contract Logistics (Pty) Ltd Tax Invoice or export documents (where applicable).
- 11.2 All manufacturers' guarantees are immediately null, and void and no goods shall be accepted for return if any of the containers have been tampered with or should the seals or labels have been broken by anyone other than DSV Contract Logistics (Pty) Ltd or should the goods have been stored outside the manufacturers' specifications.
- 11.3 Claims in respect of incorrect deliveries or damaged goods will only be considered if made within 48 hours of delivery of the goods, after which time the Customer shall be deemed to have received and accepted the goods in good order and in full compliance with the orders placed. The Customer shall notify DSV Contract Logistics (Pty) Ltd of its claim either in writing or telephonically (within the stipulated time period) provided however that no telephonic notification shall be valid unless the Customer is in possession of a valid claim number from DSV Contract Logistics (Pty) Ltd.

- 11.4 Any other warranty as to quality or freedom from latent defects of the goods sold or fitness for any particular purpose or otherwise is hereby excluded. Neither DSV Contract Logistics (Pty) Ltd nor the Suppliers shall be under any liability whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any misuse or abuse of the goods.
- 11.5 DSV Contract Logistics (Pty) Ltd shall not be liable to the Customer for consequential losses, howsoever arising.
- 12. Breach**
- 12.1. Should the Customer fail to make payment on due date in terms of Clause 6 hereof or should the Customer commit any other breach of its obligations hereunder, then the Suppliers, acting unilaterally, and/or DSV Contract Logistics shall have the option to either –
- 12.1.1 claim from the Customer all sums owing to the Suppliers, whether then due and payable or not, which sums will then (in consequence of such breach) immediately become due and payable, the Customer forfeiting all discounts on the goods sold; alternatively
- 12.1.2 without prejudice to any other remedy that the Suppliers may be entitled to in terms hereof or by law, to cancel the contract with the Customer, retake possession of the goods supplied and not paid for and recover all amounts already due by the Customer as well as damages it may have suffered by reason of the Customer's breach. To give effect thereto, the Customer irrevocably authorises the Suppliers and DSV Contract Logistics or their appointed agent, to enter its premises to repossess its goods supplied and not paid for.
- 12.2 Subject to the provisions of Clause 12.1 if execution is levied upon the Customer's assets or should the Customer make any offer of compromise with its creditors or commit any act of insolvency, or if it is a limited liability Company or Close Corporation, an application for the Customer's liquidation is made, the Suppliers shall have the right to forthwith terminate the contract with the Customer without prejudice to any claim and remedies the Suppliers might have against the Customer for payment of the amounts already due prior to cancellation and damages suffered by the Suppliers by virtue of the Customer's breach.
- 13. General**
- 13.1 Should the Customer be domiciled outside the Republic of South Africa, this Agreement, and all contracts of sale between the Customer and DSV Contract Logistics (Pty) Ltd shall be governed and interpreted in accordance with the laws of the Republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.
- 13.2 In the event of it being necessary for the Suppliers and/or DSV Contract Logistics (Pty) Ltd to instruct their attorneys as a result of any breach of these conditions by the Customer or to recover any amounts owing by the Customer to the Suppliers or to enforce any of the terms hereof, the Customer agrees:
- 13.2.1 to pay for all legal costs on the attorney and client scale inclusive of collection commission, tracing charges, validation fees and stamp duties on any form of security that the Suppliers may require from the Customer; and
- 13.2.2 that DSV Contract Logistics (Pty) Ltd shall (notwithstanding anything to the contrary contained herein, and in particular its status as Agent) be entitled, in its discretion, to institute legal proceedings in its own name against any Customer and/or Surety (if applicable) for the enforcement of any of the terms hereof and/or the recovery of any amount due in terms hereof.
- 13.3 DSV Contract Logistics is authorised by the Suppliers to communicate to the Customer the separate credit limits granted to the Customer (for each Supplier) based on each Supplier's individual requirements. The granting, continuation, and termination of the credit facilities, if any, shall ultimately be within the sole discretion of each individual Supplier. Notwithstanding the aforementioned the Customer is entitled to contact each individual Supplier to request an increase in the credit limit granted to the Customer
- 13.4 The Customer shall notify DSV Contract Logistics in writing by registered post within fourteen days of any changes of any of the information set out in the Application for Account/Credit Facility. In particular, the Customer undertakes to inform DSV Contract Logistics by registered mail within fourteen days of any change of Directors or Members (if the Customer is a Company or other corporate body) or change of address or 14 days prior to the sale, or alienation of the Customer's business. Failure to do so shall constitute a material breach of the terms hereof. In the event that any party that acquires the business of the Customer continues to utilise the Customer's account without the aforesaid written notice having been provided to DSV Contract Logistics, the Customer indemnifies DSV Contract Logistics against any non-payment by such third party.
- 13.5 DSV Contract Logistics (Pty) Ltd shall be entitled to verify the Customer's registration within the relevant regulatory, statutory bodies or Credit Bureaus
- 13.6 The Customer chooses its street address appearing in the first page of the Application for Account/Credit Facility as its *domicilium citandi et executandi*. The Customer hereby consents to the receipt of any notices that may be sent by email, at the email address inserted on the second page of this Application
- 13.7 In these terms and conditions, unless the context otherwise requires, words importing the masculine gender shall include the feminine gender and words importing to the singular shall include the plural and vice versa. All references herein to "Suppliers" shall be construed as comprising separate and distinct rights and/or obligations of each individual Supplier concerned.
- 13.8 The invalidity of any clause or part thereof of these terms and conditions will not affect the validity of the rest of the terms and conditions.
- 13.9 The Customer warrants that, as at the signature date of this Application, it is not in business rescue in terms of Chapter 6 of the Companies Act 2008 ("business rescue") and has not made any application to be placed under business rescue. Furthermore, the Customer warrants that it does not have any intention of making an application for business rescue and is not aware of any current or pending circumstances relating to the business that could give rise to an application for business rescue.
- 13.10 The Customer agrees that in the event that the Customer is placed under business rescue the conclusion of any compromise of the debt under such approved business rescue plan will not reduce the liability of any person or entity that has signed surety for the debts due by the Customer to DSV Contract Logistics and such surety shall remain liable for the full amount of the debt that was due before such compromise, notwithstanding that it is acknowledged, agreed and understood by the Customer that the surety may be entitled to have recourse against the Customer for amounts paid by the surety to DSV Contract Logistics pursuant to such suretyship.
- 13.11 It shall be within the discretion of DSV Contract Logistics as to whether to proceed against the Customer in the Magistrates Court or the High Court, having regard to the following in terms of Section 45 of the Magistrate's Court Act 1944, as amended, the Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against it by DSV Contract Logistics in terms hereof
- 13.12 The Customer is entitled to contract directly with any individual Supplier and the Customer is entitled to negotiate any aspect surrounding these terms and conditions direct with any of the Suppliers
- 13.13 In the event that the customer account remains dormant i.e. no trade for a period of 12 months. DSV reserves the right to deactivate the customer account without notification. Account reactivation will require a new credit application. Outcome dependent on credit risk protocols being met.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL TERMS AND CONDITIONS AND THE SPECIAL TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT THEM AS BINDING ON THE CUSTOMER. I FURTHER WARRANT THAT I AM DULY AUTHORISED TO CONTRACT ON THE CUSTOMER'S BEHALF.

Name: Signature: Date: