

## CREDIT APPLICATION, SURETYSHIP & STANDARD TERMS AND CONDITIONS

Henry Schein Dental Warehouse complies with Protection of personal Information Act 04 of 2013 ("POPI"). The information is collected for purposes of processing the sale and supply of specified products as ordered and will be kept securely and confidentially for the duration of the contract, or for as long as required by applicable law. You may contact our information office in relation to the retention of your information on [Charles.Mandienga@henryschein.co.za](mailto:Charles.Mandienga@henryschein.co.za)

PLEASE ATTACH <u>CERTIFIED COPIES</u> OF THE FOLLOWING DOCUMENTS TO THIS APPLICATION		TICK
<b>COMPANIES</b>	Certificate of incorporation (CM1) / Registration certificate (CoR 14.3)	
	Certificate to commence business (CM46) (if applicable)	
	VAT registration certificate	
	List of directors (CM29) / Register of directors	
	ID Copies of directors	
	Registration certificate with the SA/Foreign Medical and Dental Council / Pharmacy council if applicable	
<b>PARTNERSHIPS &amp; INDIVIDUALS</b>	Written consent of spouse if married in community of property	
	ID Copy of each partner/individual	
	VAT registration certificate	
	Registration certificate with the Medical and Dental Council / Pharmacy council if applicable	
<b>TRUSTS</b>	Resolution of the board of trustees consenting to this application and authorising the signatory/ies to sign on trust's behalf	
	VAT registration certificate	
	ID Copies of Trustees	
	Trust deed and any amendments thereof	
	Latest Letters of Authority issued by the Master of the High Court	
	Registration certificate with the SA/Foreign Medical and Dental Council / Pharmacy council if applicable	

APPLICANT'S DETAILS				
<input type="checkbox"/> Company	<input type="checkbox"/> CC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust	<input type="checkbox"/> Individual
Registered Name:			Registration No:	
Trading Name/s:			Health Prof Reg no:	
Delivery Address:			VAT No:	
			Office Tel:	
			Cell No:	
Postal Code:			ID number:	
Postal Address:			Practice number:	
			Email Finance:	
Postal code:			Email Purchaser:	

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THE APPLICANT REQUIRES CREDIT FACILITIES TO THE VALUE OF R..... PER MONTH

TYPE OF BUSINESS			
<input type="checkbox"/> Dentist	<input type="checkbox"/> Therapist	<input type="checkbox"/> Prosthodontist	<input type="checkbox"/> Pharmacy
<input type="checkbox"/> Lab	<input type="checkbox"/> Hospital	<input type="checkbox"/> Oral hygienist	<input type="checkbox"/> Other
Date business/practice established:			

TRADE REFERENCES (other than chain stores)			
The applicant confirms, warrants and undertakes hereby that the referees have consented to the disclosure of the below personal information for referee purposes, and applicant holds HSDW harmless in the event of any claim resulting out of a breach of the undertaking.			
Company name	Contact person	Contact no.	Fax no./email address

ARE THE APPLICANTS PREMISES LEASED?		
Landlord's name	Landlord's address	Landlord's contact no's

NAMES, ADDRESSES, AND ID NUMBERS OF DIRECTORS/MEMBERS/TRUSTEES/PARTNERS/SOLE PROP		
Name	ID No.	Residential Address & Contact Number

DETAILS OF PERSON RESPONSIBLE FOR PROCESSING PAYMENT OF THE APPLICANT'S ACCOUNTS	
Full names:	Office tel:
Position:	Cell no:
Fax no:	Email:
Name of Assistant:	Name of Oral Hygienist:
Name of Receptionist:	Name of Buyer:

If the Applicant is a company, CC, trust, partnership or association of persons, on the date of signing this application, does the Applicant have a GROSS ASSET VALUE or GROSS ANNUAL TURNOVER:

- of R2 million or more? YES  NO
- of R1 million or more? YES  NO

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**ACKNOWLEDGMENTS AND WARRANTIES**

1. The decision whether or not to grant credit to the Applicant is in the discretion of Henry Schein Dental Warehouse Dental Warehouse
2. **BY SIGNING THIS CREDIT APPLICATION, I, THE UNDERSIGNED, ON BEHALF OF THE APPLICANT AND IN MY PERSONAL CAPACITY WARRANT THAT:**
  - 2.1 the information recorded in this credit application is true and correct;
  - 2.2 the Applicant has never been, and is not now, subject to business rescue proceedings, insolvent or in liquidation;
  - 2.3 the Applicant has not applied for a debt review and is not subject to a debt rearrangement order or agreement in terms of the National Credit Act, 34 of 2005, as amended or replaced from time to time.
3. **I/the Applicant agree(s) that**, within 7 days of any change of any of the information disclosed in this credit application, I/it will deliver to Henry Schein Dental Warehouse Dental Warehouse written notice of that change, by hand, email or fax.
4. **I/the Applicant authorise(s) Henry Schein Dental Warehouse or its agents to contact and request information from any persons, credit bureaux or businesses, including those listed as trade references in this credit application, for the purpose of assessing my/the Applicant's creditworthiness.**
5. **I/THE APPLICANT INDEMNIFY(IES) HENRY SCHEIN DENTAL WAREHOUSE DENTAL WAREHOUSE AGAINST ANY LOSS OR DAMAGES WHICH IT MAY SUFFER BECAUSE OF ANY BREACH OF THESE WARRANTIES.**
6. **I/the Applicant consent(s) to** Henry Schein Dental Warehouse Dental Warehouse reporting to any credit bureaux any breach by me/the Applicant of any of my/the Applicant's obligations to Henry Schein Dental Warehouse Dental Warehouse.
7. **I/the Applicant agree(s) that all credit transactions concluded with Henry Schein Dental Warehouse Dental Warehouse will be subject to Henry Schein Dental Warehouse Dental Warehouse's standard terms and conditions of sale ("STC's")**, WHICH I/THE APPLICANT ACKNOWLEDGE/S HAVING READ AND UNDERSTOOD

SIGNED at ..... on this ..... day of ..... 20.....

.....  
**THE APPLICANT/For THE APPLICANT**

who hereby warrants that (s)he is duly authorised to sign this agreement on its behalf

Full names: .....

Designation: .....

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**SURETYSHIP**

**I/we the undersigned, hereby bind myself/ourselves as surety/ies and co-principal debtor/s with the Applicant in favour of Henry Schein Dental Warehouse Dental Warehouse in respect of any amount including damages (collectively "Debt") which is now, or may in the future become owing by the Applicant to Henry Schein Dental Warehouse Dental Warehouse in connection with the supply of goods by Henry Schein Dental Warehouse Dental Warehouse to the Applicant.**

**I/we agree that I/we may not claim:**

- **the benefit of excussion**, meaning that if the Applicant does not pay the Debt as required by the STC's, Henry Schein Dental Warehouse may immediately do what is necessary to claim payment of the Debt from me/us without first attempting to get payment of the Debt from the Applicant.
- **the benefit of division**, meaning that even if I/we are not the only sureties, Henry Schein Dental Warehouse Dental Warehouse can claim the full amount of the Debt from me/us; and
- **the benefit of cession of actions**, meaning that I/we may not insist that Henry Schein Dental Warehouse Dental Warehouse cedes to me/us its right to claim payment from the Applicant and/or any other surety before the I/we pay the Debt.

**I/we agree that a separate and independent contract of suretyship is concluded between Henry Schein Dental Warehouse Dental Warehouse and each signatory to this suretyship.**

**I/we agree to be bound by this suretyship until an authorised representative of Henry Schein Dental Warehouse Dental Warehouse sends me/us a signed written notice stating that I/we have been released from this suretyship.**

Date: .....

Date: .....

Place: .....

Place: .....

**Signature**

**Signature**

Full names: .....

Full names: .....

Designation: .....

Designation: .....

Physical address: .....

Physical address: .....

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Email address: .....

Email address: .....

Cell Number: .....

Cell Number: .....

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### STANDARD TERMS AND CONDITIONS OF SALE

**PLEASE NOTE:** If you are an individual or a company, CC, partnership, trust or other association of persons which has a gross annual turnover or gross asset value of ***LESS THAN R2 MILLION***, you have the rights set out in the Consumer Protection Act, 2008 and the following provisions of these Standard Terms and Conditions of Sale ("STC's") may not apply to you:

- Clause 2 - to the extent that it provides that you may not cancel your order once we have accepted it;
- Clause 8 - to the extent that it provides that Henry Schein Dental Warehouse need not deliver the goods to you on an agreed delivery date and that you may not cancel an order as a result of a delay in delivery;
- Clause 9 - unless the goods which you have ordered were made to your specific requirements;
- Clause 10- to the extent that it may be interpreted to provide that you assume all risk relating to defective goods supplied by Henry Schein Dental Warehouse
- Clause 16 & 19 - to the extent that such indemnity or limitation of liability relates to claims for death, injury, illness, damage to property and associated economic loss suffered as a result of the supply of defective goods by Henry Schein Dental Warehouse
- Clause 22 - to the extent that it requires you to consent to a predetermined value of costs of enforcing the STC's; and any other clause which may be declared to be excessively one sided in Henry Schein Dental Warehouse Dental Warehouse’s favour and unfair under the circumstances.

Protection of Personal Information: HSDW complies with the Protection of Personal Information (POPI) Act. The Act affects our business relationship in two ways:

We will process your personal information (name contact details and other essential information) of the key business contacts, solely for the implementation of this agreement, goods sold and payment therefor. In turn, you will have access to our key contacts involved in the business relationship with you, as well as staff involved in implementing our contractual relationship.

HSDW will ensure that it handles all your personal information in strict compliance with the POPI Act, and only use it for the purposes for which it was supplied to us, i.e. for the sale and supply of goods and to do the necessary follow-ups or controls as may be required, and to undertake and manage the financial matters relation to our relationship.

We require of you to ensure that, whenever you or your staff(s) member and/or contractor(s) come into contact with HSDW personal information (names, details of care, happenings on our premises, etc.), irrespective of such information in the strictest of confidence, and to acknowledge that breaches or disclosures, whether intentional or negligently done, constitute breaches of the POPI Act, and that you, as the business entity/individual, and they personally could be held liable for such breaches."

Kindly be informed that WhatsApp has issued a new policy affecting user’s personal information, which includes among others, the disclosure of their user’s phone numbers with its parent company Facebook, HSDW

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cannot guarantee the safety and confidentiality of your personal information while using WhatsApp. Should you choose to communicate with us utilising WhatsApp, please note that you will be doing so at your own risk and HSDW may not be held liable for any breach of personal information.

**PLEASE MAKE SURE THAT YOU UNDERSTAND AND AGREE TO THE PROVISIONS OF THESE STC'S AND IN PARTICULAR, THE PROVISIONS WHICH HAVE BEEN SPECIFICALLY DRAWN TO YOUR ATTENTION.**

1. All goods which you buy from Henry Schein Dental Warehouse, ("we" or "us") are sold to you in accordance with these STC's. By ordering goods from us, you are deemed to have accepted, and agreed to be bound by these STC's.
2. You may place your order by telephone, face to face, email or fax or through our online shop at [www.henryschein.co.za](http://www.henryschein.co.za). We are not bound by your order until we have either accepted your order in writing, accepted a deposit or full payment for the goods, or delivered the goods to you. Once we have accepted your order, should you wish to cancel, this should be done within 7 days, and a 15% restocking fee may apply. Items not normally stocked by HSDW which are specially ordered at your request cannot be accepted for return since it is a nonstock item, and we may not be able to resell this.
3. Unless we agree otherwise with you in writing, the price of the goods which you order will be the price of those goods on our price list at the time when we deliver the goods to you (excluding any delivery charges, if applicable). The list price of the goods may differ for example due to change in currency or may exclude VAT, which you must pay to us at the applicable rate.
4. We will provide you with either a delivery note or original tax invoice with delivery of your order, and a statement for the amount which you owe us for the goods will be emailed every month end.
5. Payment of the amount on our statement must be made in full as per your agreed payment terms. We do not accept any risk relating to payments. If payment is made by electronic funds transfer, it is your responsibility to ensure that we receive the payment. Your liability to us will only be discharged when we receive as freely available funds in our bank account the full amount due.
6. A trade discount of 2.5% may be applied to goods subject to discount should you pay the amount of our statement in full before the 25th day of the calendar month following the date on which the goods are delivered to you.
7. Interest on all overdue accounts will be paid at the rate of 2% per month as allowed in terms of the National Credit Act from date of statement. We also agree that a certificate issued by a director of our company, or authorised accountants setting out the applicable rate and amount of interest, as also verifying any amounts owing by me, shall be good and sufficient proof of the content thereof for all purposes, including any application for judgement or summary judgement in any competent court or in respect of any collection charges by our appointed representative. If we (or our agent) deliver the goods to you at the delivery address specified in your order, delivery takes place when you begin unloading the goods at such delivery address. You will be liable for any applicable delivery charges. If you (or your agent) collect the goods from our premises, delivery takes place when you begin loading the goods on collection at our premises.

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**Although we will try to deliver the goods to you by the delivery date requested in your order, we are not bound to do so. We are not liable for any loss or damages of any nature which you may suffer as a result of any delay in the delivery of the goods which you have ordered. If the order is cancelled as a result of any delivery delay you will be penalised. We may deliver the goods to you in more than one instalment.**

8. A delivery note which is signed by you, or on your behalf, is proof that the goods have been delivered to, and received by you in good condition.
9. If you fail or refuse to accept delivery of the goods which you have ordered, Henry Schein Dental Warehouse may claim from you as damages, payment of the price of the goods which you have not accepted. You agree to indemnify Henry Schein Dental Warehouse for any loss or damages which Henry Schein Dental Warehouse may suffer as a result of your failure or refusal to accept delivery of the goods.
10. All risk in, and to, the goods will pass to you on delivery of the goods to you in accordance with these STC's. We retain ownership of all the goods which we supply to you until we receive, as freely available funds in our bank account, full payment for those goods, including any delivery or other applicable charges.
11. Henry Schein Dental Warehouse does not allow the return of medicines/refrigerated items unless there is a mistake made by HSDW with the order or shipping. Medicines should be returned immediately once the mistake is identified. No medicine returns will be accepted beyond 14 days from dispatch. Should you wish to return any medicines due to this, proof to the satisfaction of Henry Schein Dental Warehouse of temperature conditions during storage, temperature data and area of storage must be provided, this is based on the conditions that the medicine have not been opened, no spoilage or contamination and the original label is intact.
12. Any other devices will be accepted for return ONLY under the following circumstances:
  - If there is a mistake with the order or shipping or the product has a defect or poor quality or in case of a recall; and
  - Claims for short-dated or damaged product must be reported within 48 hours of delivery
  - All claims for a refund will only be done on production of a valid proof of purchase.
13. You consent to Henry Schein Dental Warehouse disclosing your name, products you have bought and the quantity, to the suppliers of the said products. The information will be processed in a secure manner. Note further that our suppliers are bound by a written agreement under which they are obliged to comply with the Protection of Personal Information Act 04 of 2013 ("POPI") when processing your Personal Information. You have a right to enquire with whom your Personal Information has been shared and to withdraw the consent given hereunder
14. CESSION OF CLAIMS: You may sell the goods which you have received from Henry Schein Dental Warehouse before you have paid Henry Schein Dental Warehouse for those goods. You hereby cede to Henry Schein Dental Warehouse as security for payment of the goods which you have purchased or may in the future purchase from Henry Schein Dental Warehouse, your right to claim payment ("Claims") of any amount from any third party.

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15. If you have already ceded the Claims to a third party, if at any time the rights to those Claims revert from the third party back to you, this cession will immediately apply to the rights in respect of the Claims which have reverted to you.
16. You agree that Henry Schein Dental Warehouse may at any time notify any third party of this cession and request the third party to pay all amounts directly to Henry Schein Dental Warehouse if you fail to make payment of any amount which you may owe to Henry Schein Dental Warehouse in accordance with these STC's. Henry Schein Dental Warehouse may also require you to collect payment of any amounts owing by third parties on Henry Schein Dental Warehouse's behalf. You agree to give Henry Schein Dental Warehouse access to your books and records for the purpose of this cession.
17. A certificate signed by any director of Henry Schein Dental Warehouse (whose appointment need not be proved) shall be proof until proven otherwise, of any amounts which you owe to us and the fact that such amounts are due, owing and payable.
18. You will not have any claim against us for a shortage in the quantity of, or defect in, the goods delivered to you unless you contact us and notify us of the shortage or defect before you sign any delivery note/proof of delivery slip in respect of the goods. You must inspect and sign the delivery note. We are not liable for any defects of any nature in any goods which you have adapted, changed, used or consumed in any way, or which are sold to you as substandard, rejects or seconds. You may not withhold payment in respect of any goods which you claim are defective.
19. **INDEMNITY:** You indemnify us against any claims made against us by any third party arising out of, or in connection with, any goods which we supply to you, and the use of those goods, to the extent that any such claim arises out of:
  - 19.1 your breach of these STC's;
  - 19.2 any negligent or intentional act or omission by you or your directors, officers, members, employees, agents or subcontractors;
  - 19.3 if applicable, your failure to provide a purchaser of the goods with the relevant instructions for using the goods, which instructions we have supplied to you;
  - 19.4 your failure to comply with the relevant instructions for using the goods, which instructions we have supplied to you; or
  - 19.5 if applicable, your use or sale of any goods which you knew, or ought reasonably to have known, were defective at the time when you used or sold them.
20. **BREACH:** We may suspend any delivery of goods to you, cancel any order and/or stop granting you credit and claim payment of all amounts which you owe to us, if:
  - 20.1 you fail to pay any amount which you owe to us by the due date for payment;
  - 20.2 you are subject to business rescue proceedings as contemplated in section 129 of the Companies Act, 2008;
  - 20.3 you take steps to place yourself, or are placed in sequestration or liquidation, whether voluntary or compulsory and whether provisionally or finally;
  - 20.4 you commit any act of insolvency listed in section 8 of the Insolvency Act, 24 of 1936, or what would be an act of insolvency if committed by a natural person;

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- 20.5 you fail to notify us in writing within 7 days after any change in ownership of your business, or change in shareholding or members' interest which constitutes a change in the majority shareholder or member; or
- 20.6 any material information which you give to us in any application for credit is incorrect, or you fail to disclose all of the required information.
- 21. **NO LIABILITY: We are not liable to you for any consequential, special or indirect damages which you may suffer in any way arising from, or in connection with, these STC's or the goods which we supply to you. Any other claim which you may have against us arising in any way from, or in connection with, the goods supplied, is limited to the cost of replacing those goods or refunding you the price which you paid for them.**
- 22. **GENERAL:** These STC's constitute the whole agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.
- 23. No variation, addition to, deletion from or cancelling of these STC's (including this clause) and no waiver of any right under these STC's shall be effective unless in writing and signed by or on behalf of both parties.
- 24. **NO CESSION:** You may not without Henry Schein Dental Warehouse prior written consent, cede, assign or otherwise transfer any of your rights or obligations in terms of these STC's to a third party. Henry Schein Dental Warehouse may at any time, cede assign or subcontract any of its rights and/or obligations in terms of these STC's to any third party.
- 25. **LEGAL COSTS:** If you breach these STC's, whether or not we institute legal action against you, you undertake to pay, on demand, all legal costs which we incur in attempting to recover any late payment from you, on an attorney and own client scale.
- 26. **JURISDICTION:** You consent to the jurisdiction of the Magistrate's Court in respect of any action arising out of these STC's or the goods which are supplied to you.
- 27. **ADDRESSES FOR NOTICES:** Unless the parties agree otherwise in writing, all notices and documents must be delivered by hand, electronic mail or fax to you at your physical, fax or email address set out in your credit application form (if applicable) or otherwise selected by you on written notice to Henry Schein Dental Warehouse, and to Henry Schein Dental Warehouse at its physical, fax or email address set out on the first page of the credit application. Any notice or communication shall if delivered by hand during business hours at that party's selected physical address, be deemed to have been received on the date of delivery, or if faxed to a party's selected fax number or emailed to the selected email address, be deemed to have been received on the first business day following the date of transmission.

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**FORM 4**

**APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF DIRECT MARKETING IN TERMS OF SECTION 69 (2) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)**

**REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018**

**[Regulation 6.]**

TO: Henry Schein Dental Warehouse (Pty) Ltd

FROM: \_\_\_\_\_  
(Customer name)

Contact number(s): \_\_\_\_\_

E-mail address: \_\_\_\_\_  
(Name, address, and contact details of responsible party)

Full names and designation of person signing on behalf of responsible party:

\_\_\_\_\_

\_\_\_\_\_  
*Signature of designated person*

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

**PART B**

I, \_\_\_\_\_ (full names of customer) hereby: give my consent to receive direct marketing of goods or services to be marketed by means of electronic communication.

**SPECIFY GOODS or SERVICES:** Henry Schein Dental Warehouse Products & Services

**SPECIFY METHOD OF COMMUNICATION:**

E - MAIL: \_\_\_\_\_

SMS: \_\_\_\_\_

WHATSAPP: \_\_\_\_\_

OTHERS - SPECIFY: \_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
*Signature of designated person*

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