



# Med LOGISTICS

MOTIVATED \* EXCELLENCE \* DRIVEN

REGISTRATION NUMBER: 2018/002236/07

TEL: 031 402 3314

ADDRESS: Shiv Centre Building  
47 Chatsworth Main Road  
Office block no.1  
Umhlathuzana  
4092

VAT NUMBER: 4410280574

EMAIL: eldred@medlog.co.za

WEBSITE: www.medlog.co.za

## **APPLICATION FOR CREDIT FACILITIES:**

Full registered name of business: \_\_\_\_\_

Logistics name: \_\_\_\_\_

Company registration number: \_\_\_\_\_

VAT registration number: \_\_\_\_\_ (attach copy)

Nature of business: \_\_\_\_\_

Registered address: \_\_\_\_\_

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

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

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

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

## **PARTICULARS OF OWNERS/PARTNERS/MEMBERS/DIRECTORS:**

1. Full name: \_\_\_\_\_

Identity number: \_\_\_\_\_

Residential address: \_\_\_\_\_

2. Full name: \_\_\_\_\_

Identity number: \_\_\_\_\_

Residential address: \_\_\_\_\_

Member: Eldred Edwin Ramsamy

Initial .....



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3. Full name: \_\_\_\_\_
- Identity number: \_\_\_\_\_
- Residential number: \_\_\_\_\_

## **TRADE REFERENCES:**

1. Company name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Contact number: \_\_\_\_\_

2. Company name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Contact number: \_\_\_\_\_

3. Company name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Contact number: \_\_\_\_\_

## **BANKING DETAILS:**

- Name of bank: \_\_\_\_\_
- Name of bank account: \_\_\_\_\_
- Account number: \_\_\_\_\_
- Branch code: \_\_\_\_\_
- Credit limit required: \_\_\_\_\_



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I/We understand that the terms of credit extended is payable 30 days from date of statement. Our cut off date for invoicing is the 20th of every month. All invoices received after that date will be due for payment at end of the following month.

I/We the undersigned hereby warrant that the foregoing information is true and correct and that I/We are authorised to sign this application.

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

Print name in full: \_\_\_\_\_

ID Number: \_\_\_\_\_

Company stamp:

Member: Eldred Edwin Ramsamy

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## SURETYSHIP:

I/We the undersigned \_\_\_\_\_ ID number: \_\_\_\_\_ /

Company registration number \_\_\_\_\_ of \_\_\_\_\_

Where I/We choose domicilium citandi et executandi for all purposes hereunder do hereby interpose and bind myself/ourselves jointly severally unto and in favour of MED Logistics (PTY) LTD (herein referred to as the "supplier") its orders or assign, as surety/ies in solidum for and joint and several co-principal debtor with \_\_\_\_\_

And punctual payment by the "principal debtor" to the "supplier" of any amount, which is now, or which may hereafter become owing by the "principal debtor" to the "supplier" from any clause of indebtedness however arising. I/We renounce all the benefits of legal expectations: Cession of action, non numeratae, error in calculations, monies not yet paid over, benefit of excussion, no cause or ground of debt, division and revision of accounts, and any other benefit recognized in law relating to that of a surety to which myself/ourselves are to be fully acquainted with.

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

\_\_\_\_\_  
Witness (full name)

\_\_\_\_\_  
as surety and co-principal debtor (full name)

\_\_\_\_\_  
Witness (full name)

\_\_\_\_\_  
as surety and co-principal debtor (full name)

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\_\_\_\_\_  
Witness (full name)

\_\_\_\_\_  
as surety and co-principal debtor (full name)

## **CESSION OF BOOK DEBTS:**

I/We the undersigned \_\_\_\_\_ (Name of business), do hereby cede and assign unto and in favour of MED Logistics Pty Ltd (hereinafter referred to as the "Supplier") all my/our rights, title and interest in and to all debts which are now, or which may in future become owing to me/us by any party or parties as security for the payment by me/us of all amounts which are now and which may from time in the future, become owing by me/us to the "supplier" from any cause of indebtedness howsoever arising. I/We agree that on request by the "Supplier", I/We shall be obliged to hand over to the "Supplier" all books of accounts, contracts, invoices and documents and the like which may require for the purpose of ascertaining the amounts due to me/us and for purpose of recovery of payment.

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

\_\_\_\_\_  
Witness (Full Names)

\_\_\_\_\_  
Who Warrants his authority (Full Names)



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Signed for and on behalf of the customer that I am duly authorised hereto at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ before the undersigned witnesses.

	SIGNATURE	FULL NAMES	ID NUMBER
CUSTOMER	1. _____	_____	_____
	2. _____	_____	_____
WITNESS	1. _____	_____	_____
	2. _____	_____	_____

Signed for and on behalf of the customer and warrants that I am duly authorised hereto at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ before the undersigned witness

	SIGNATURE	FULL NAMES	ID NUMBER
SUPPLIER	1. _____	_____	_____
WITNESS	1. _____	_____	_____
	2. _____	_____	_____

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## **MED LOGISTICS (PTY) LTD**

### **Standard Terms and Conditions in respect of MED Logistics (PTY) LTD**

MED LOGISTICS (PTY) LTD quotation of tender and any contract resulting there from shall be subject to the following terms and conditions which shall apply to the exclusion of all other terms and conditions, whether express or implied, unless MED LOGISTICS (PTY) LTD specifically agrees in writing to accept any variation thereto. By accepting delivery of any product pursuant hereto, the customers shall be deemed to have accepted these terms and conditions and acknowledges that no terms and conditions which the customer purports to attach to its acceptance nor any terms and conditions which might have been attached to the customer's order shall be binding on MED LOGISTIC (PTY) LTD. The customer agrees that all such conditions shall be deemed to have been substituted by these conditions

#### **CLAUSE 1 - VALIDITY OF QUOTATIONS:**

**Period:** Where MED LOGISTIC (PTY) LTD quotations do not refer to a specific contract, prices are valid for 30 (thirty) days. Where MED LOGISTICS (PTY) LTD quotations refer to a specific contract, prices are valid for the duration of the initial contract period provided that acceptance is received within 30 (thirty) days from the date of quotation. In the event of the supply of services or services extending beyond the original price validity, or acceptance not being received within 30 (thirty) days MED LOGISTICS (PTY) LTD reserves the right to negotiate revised prices.

**Quantities:** Unless agreed to by MED Logistics (PTY) LTD in writing, quotations shall not be accepted in part only. In case of substantial variations in the quantities of products or services supplied within the frame of a quotation relating to a specific contract, MED Logistics (PTY) LTD reserves the right to negotiate revised prices or claim loss of revenue.

#### **CLAUSE 2 – VAT AND FOREIGN TAXES:**

All prices quoted are exclusive of Value Added Tax, foreign taxes or boarder fees, unless otherwise stated on MED Logistics (PTY) LTD quotation is subject to prior acceptable financial arrangements in respect of payment being made.

#### **CLAUSE 3 – CREDIT APPROVAL:**

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Supply of services in terms of any MED Logistics (PTY) LTD quotations is subject to prior acceptable financial arrangement in respect of payment. The customer acknowledges that in order for credit to be granted to it, MED Logistics (PTY) LTD transport will have to conduct a financial inquiry as required in terms of National Credit Act and to this end the consents to a credit enquiry into the credit bureaus by MED Logistics (PTY) LTD or its duly authorised agents.

#### **CLAUSE 4 – PAYMENT TERMS AND OWNERSHIP:**

The terms of payment are cash on delivery. Facilities for credit may however be granted in writing at the discretion of MED logistics (PTY) LTD, in which event payment shall be made within 30 (thirty) days from date of statement. In the event the customer defaults in payment, it is agreed that MED Logistics (PTY) LTD will charge interest at the rate of 15.5% pa on the amounts that is in arrears from the date that payment became due and payable. In the event of the customers agreed credit limit of payment terms being exceeded MED Logistics (PTY) LTD has the right to suspend all further deliveries or products or services whether or not related to the same order, until payment is received, without prejudice to MED Logistics (PTY) LTD. Right to cancel the remainder of the order and to recover all monies then outstanding and damages. MED Logistics (PTY) LTD shall be entitled to claim interest at the prescribed rate on any account not paid on and before due date. The customer shall not be entitled to withhold, deduct or set – off payments due by the customer for any reason whatsoever, including any dispute that maybe pending. MED Logistics (PTY) LTD further gives notice that the lien on the customers goods/products shall come in to operation from the date of payment in respect of any amounts that remains unpaid by the customer. Should the customer fail to effect payment of such amounts within seven days of being given notice of such lien, MED Logistics (PTY) LTD reserves the right to dispose of such goods to satisfy payments of all amounts due. The customer waives any right it may have to institute a damages claim against MED Logistics (PTY) LTD for disposal of such goods/products.

#### **CLAUSE 5 – CUSTOMER OWN SPECIFICATIONS:**

If the service is supplied in accordance with specification stipulated by the customer MED Logistics (PTY) LTD does not warrant that such specification is suitable for its intended purpose. MED Logistics (PTY) LTD quotation didn't consider any deviation to the specifications mentioned. MED Logistics reserves the rights to revise their prices in line with additional operating costs from the said deviation to the standard.

#### **CLAUSE 6 – TRANSPORT ACT**

Delivery and application of all products is subject to the availability of the necessary permits, certificates or exemptions in terms of the Road Transport Act or any similar, subsequent or other legislation in connection with transportation of the product or services referred to in the quotation, and MED Logistics (PTY) LTD shall not be bound to any contract if such permits, certificates or exemptions are refused, withdrawn or cancelled in respect of that contract.

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## **CLAUSE 7 – STANDING TIME:**

When product is delivered, the customer is permitted 4 (four) hours to offload, thereafter standing time will be charged at the ruling rate at time of delivery. When services are delivered and in case of MED Logistics (PTY) LTD being delayed for reasons being reasonably under the control of the

customer, MED Logistics (PTY) LTD reserves the right to charge standing time according to actual costs incurred.

## **CLAUSE 8 – SUB-CONTRACTOR:**

MED Logistics (PTY) LTD reserves the right to sub-contract any part of any contract. All terms and conditions set out herein shall apply to such sub-contractor.

## **CLAUSE 9 – PRICE ADJUSTMENT:**

The prices quoted by MED Logistics (PTY) LTD are subject to price adjustments.

## **CLAUSE 10 – CUSTOMER COMPLAINTS:**

No complaints will be considered by MED Logistics (PTY) LTD regarding delivery, application rates, quantities of product delivered or quality of the product, unless written notification is received by MED Logistics (PTY) LTD from the customer within 24 (twenty four) hours from delivery of the product or service.

## **CLAUSE 11 – LIMIT OF RESPONSIBILITY:**

No responsibility is accepted by MED Logistics (PTY) LTD for loss or damage arising out of the customers negligence.

## **CLAUSE 12 – DOMICILIUM AND NOTICES:**

The parties respectively choose and appoint as domicilia citandi et executandi for the purposes of sending correspondences and for the service of notices and/or pleadings or process of court, the following address:

**MED Logistics (PTY) LTD:** 119 Stella road  
Hillary  
4092

**Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **CLAUSE 13 – COATS AND JURISDICTIONS**

The provisions hereof shall be governed and constructed in all respects in accordance with the provisions of the laws of the Republic of South Africa and the customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the Magistrate's Act in respect

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of any action or application arising out of or in connection with these conditions notwithstanding that the amount in issue may exceed the jurisdiction of such Court.

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