



Doc no:	
Acc no:	
Order no:	
Credit Approved:	

Call Center: 086 078 3466 ■ Tel: +27 11 923 9548 ■ Fax: +27 11 923 9420 ■ Address: 110 Loper Str, Aeroport, Spartan Ext 2
 Branch Name: Date: STEINMED Representative:

HCRW AD-HOC PURCHASE PRODUCTS SERVICE CONTRACT CONVERSION RESIGN

BUSINESS NAME: PRACTICE NO:

REG NO: VAT NO:

TELEPHONE: FAX:

BILLING ADDRESS: SERVICE ADDRESS:

CONTACT NAME: E-MAIL:

BUSINESS TYPE: (PTY)Ltd SOLE OWNER PARTNERSHIP CC
 PROFFESION (Please Specify)

LANDLORD NAME: ACCOUNTS CONTACT:

LANDLORD TEL: ACCOUNTS E-MAIL:

OWNER / DIRECTORS / MEMBERS:

NAME: ID NO:
 NAME: ID NO:
 NAME: ID NO:

TRADE REFERENCES:

NAME: ACC NO: TEL:
 NAME: ACC NO: TEL:

ASSET VALUE: < R1 000 000 > R1 000 000 ANNUAL REVENUE: < R1 000 000 > R 1 000 000
 I, We the undersigned, by my/our signature hereto, warrant that the asset and turnover values as declared above are true and correct and that no material facts that would be relevant in terms of the National Credit Act no.34 of 2005 has been omitted.

PRODUCT DESCRIPTION	SERVICE FREQ.	QTY	PRICE EXCL. VAT	COMMENTS

PAYMENT METHOD:
 DEBIT ORDER EFT DIRECT DEPOSIT

SUB TOTAL	
VAT	
TOTAL	

BANK DETAILS AND DEBIT ORDER AUTHORISATION

I / We hereby authorize SteinMed to draw against my/our bank account by direct debit order the amount which may be due from time to time in terms of this agreement and the schedule of products and services annexed hereto as schedule 1. I / We hereby authorise the bank to pay and debit my/our account with all such debited drawn by SteinMed.

I / We understand that either I / We or SteinMed can terminate this request by written notification to the other party at any time, but that the termination will have no effect on any withdrawals already made by the bank and credited to SteinMed. I / We undertake to advise SteinMed in writing of any changes in the bank details of my/our account.

Name of Bank: Branch:

Branch Code: Account No:

Account Name:

Acc Type: Cheque Savings Transmission

Signed at this the Day of 200

THE CUSTOMER WARRANTS THAT THE INFORMATION GIVEN ABOVE IS TRUE AND CORRECT IN ALL RESPECTS AND THAT NO MATERIAL FACTS HAVE BEEN OMITTED WHICH MAY ADVERSELY AFFECT STEINMED AND FURTHER WARRANTS AND ACKNOWLEDGES THAT ALL TRANSACTIONS CONCLUDED WITH STEINMED WILL BE SUBJECT TO STEINMED'S TERMS AND CONDITIONS ATTACHED HERETO WHICH THE CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO BE BOUND.

Signed at this the Day of 200

Before the undersigned witness.

Name & ID
of Signatory: As witness:

Designation: STEINMED Representative:

Signature:

For and on behalf of the Applicant, being duly authorized hereto

TERMS AND CONDITIONS OF "THE AGREEMENT"

1. DEFINITIONS

- 1.1 The Creditor" - SteinMed (Pty) Ltd a subsidiary of the Steiner Group.
- 1.2 "The Applicant" – the entity referred to on the reverse hereof, that resembles the customer.
- 1.3 The Agreement – "The Agreement means a legal and binding document, as undersigned by the Creditor and the Applicant, which stipulates the conditions by which such party will conduct business, for the delivery and receipt of services, ("The Service") respectively.
- 1.4 The Products – the articles referred to in the Product Description column.
- 1.5 The Commencement Date – the date of installation or delivery of products.
- 1.6 The Initial Period, a period of 18 months calculated as from the commencement date
- 1.7 "Waste" shall mean hazardous healthcare risk waste, UN No. 3291, code 6.2.
- 1.8 "Receptacle" means any plastic or cardboard box container used for the containment of Health Care Risk Waste and removal of the Customer's waste.
- 1.9 The "Delivery / installation address" – the customer address referred to on the reverse hereof.
- 1.10 The "Service" means the supply and delivery of Health Care Risk Waste receptacles, the subsequent pick-up and handling of filled receptacles, the transport of such receptacles and the disposal / destruction of said receptacles at a lawfully permitted facility. Finally a certificate of compliance is rendered to the applicant.
- 1.11 "Intellectual Property" means the Patents, if any; the Designs, if any; the Know-how; the Copyright, if any; and all other intellectual property that has been or will be generated by SteinMed.
- 1.12 "Know-how" means all confidential information of whatever nature relating to the Intellectual Property and its exploitation as well as all other confidential information generally relating to the manufacture, use and sale of SteinMed's products including technical information, manufacturing techniques, designs, specifications, formulae, systems, processes, information concerning materials and marketing business information generally.
- 1.13 "Consumables" means consumables such as paper towels, liquid soap, toilet rolls, tissues and wipes and any other consumables as set out in "the agreement" schedule.
- 1.14 "Maximum Weight" means the following normal / industry standard weight associated with filled Health Care Risk Waste receptacles.
 - 1.14.1 50 liter box = 4 kg
 - 1.14.2 142 liter box = 9 kg
 - 1.14.3 5 liter sharps = 2.5 kg
 - 1.14.4 7.6 liter sharps = 3 kg
 - 1.14.5 20 liter sharps = 8 kg
 - 1.14.6 20 liter pharmaceutical bin = 15 kg
- 1.15 "Weight Surcharge" means a levy that will be charged out at rate of R5.80 per kg and R10.80 per kg for Health Care Risk Waste and Pharmaceutical Health Care Risk Waste respectively for receptacles that continuously / regularly exceeds the "maximum weight"
- 1.16 "Health Care Risk Waste Pick-up Requirements" means that prior to the up-liftment, handling and transport of any Health Care Risk Waste receptacles, the applicant must ensure the following:
 - 1.16.1 that all containers are completely triple sealed by means of affixing the lid, the trap shut, the box lid, the waste bags etc. as may be applicable and that such containers are free of any leakage, seepage, or needle prick risks / dangers.
- 1.17 "Dangerous waste" means any Health Care Risk Waste that contains:
 - 1.17.1 cyto-toxic substances
 - 1.17.2 chemicals or solutions which contain chlorine, mercury or cadmium
 - 1.17.3 radio-active substances or materials
 - 1.17.4 any expired drugs or medicines that are classified as schedule 4 or higher.

TERMS

2. PRICE

- 2.1 The price per unit / receptacle includes all subsequent services and is the price agreed to by both parties from the commencement date of this agreement.
- 2.2 The price is fixed for 6 months from the date you accept these conditions and will thereafter be adjusted to match the raw material input cost fluctuations on a 6 monthly basis.
- 2.3 We may increase the price by the amount of:
 - 2.3.1 any increase in our costs related to Labour and Raw Materials, such as chemicals, plastics and paper products.
 - 2.3.2 any increase in the retail selling price of fuel.
- 2.4 Vat is excluded from any quoted price.

3. PERIOD AND TERMINATION

- 3.1 This agreement shall endure for the initial period and shall thereafter automatically be renewed for successive periods of 12 months each.
- 3.2 Subsequent to the initial period, either party may terminate this agreement by giving written notice to the other party of its intention to do so, provided that such notice shall be given at least 60 days prior to the termination of the period or any subsequent period of renewal.

4. PAYMENT

- 4.1 The customer shall pay to SteinMed free of exchanges, without deductions set off for any reason whatsoever, the aggregate of the totals set out in the schedule monthly on or before the 25th day of each and every month.
- 4.2 The customer shall be liable, without prejudice to SteinMed's rights for interest on all overdue amounts payable in terms of this agreement, at the rate of 3% above the prime overdraft rate as levied by The Standard Bank of South Africa Limited from time to time. Accounts that age to 25 days + after date of statement are deemed as overdue.
- 4.3 The customer shall, if called upon to do so by SteinMed, sign a debit order authorization in favour of SteinMed in order to effect payment

of the amount due (after a 25 day validation period) which qualifies the account holder to a 2% settlement discount.

- 4.4 The customer shall pay to SteinMed, free of exchange and without deduction or set-off, the aggregate of the amounts set out in the schedule plus VAT, monthly on or before the last day of each and every month in which the customer is invoiced.
- 4.5 In addition to the foregoing, the customer shall, simultaneously with the payment contemplated above, pay to SteinMed free of exchange and without deduction or set-off, the aggregate of any and all amounts due in respect of consumables and / or any other additional products or consumables received by the customer in the prior month. For the avoidance of doubt, these amounts shall be paid within 25 (twenty five) days from date of statement.

5. OBLIGATIONS OF APPLICANT

- 5.1 At all times collect, package, containerize and store any Health Care Risk Waste in a suitable manner that is conducive to the overall safety of any of the applicant's staff and, SteinMed's staff during the handling of said "waste".
- 5.2 To always conduct business in a fair and equitable manner, and to comply with the requirements regarding the "Maximum Weight" of any receptacle.
- 5.3 To accept the provisions made regarding "weighted surcharge" for any receptacle that exceeds the "Maximum Weight".
- 5.4 Never include any "dangerous waste" in any of the receptacles intended for handling and transport by SteinMed.
- 5.5 Attend at the applicants own expense to any Health Care Risk Waste spillage of whatsoever nature, whilst the receptacles and said Health Care Risk Waste is still on the applicants premises.
- 5.6 The applicant must ensure that all Health Care Risk Waste containers intended for disposal completely meets the "Health Care Risk Waste Pick-up Requirements".
- 5.7 The applicant warrants that he/she will be liable for any costs, contributions and payments that may arise from the medical or emergency treatment of any of the creditor's staff, due to non-compliance of the applicant in respect of clause 5.1, 5.5 and 5.6.
- 5.8 The applicant further warrants to meet any statutory obligations in respect to "generators" as defined by any of the applicable legal requirements that are applicable at the time.
- 5.9 Not to disclose any information pertaining to any SteinMed "intellectual property" or "know-how" to any competitor of SteinMed's.
- 5.10 Consumable Deliveries – The customer's representative shall appoint and authorize one or more additional representative at each site for the purposes of placing official orders for consumables from time to time.
- 5.11 Checking – The customer's representative who need not be the same representative contemplated in 6.1.8 who shall, together with a SteinMed representative, jointly check all soiled stock and any consumables, uplifted and delivered by SteinMed and accordingly, SteinMed shall not be responsible for any short delivery unless identified and notified by the customer in writing at the time of delivery.

6. CONTRACTORS OBLIGATIONS:

- 6.1 For the duration of the agreement, the Company shall:-
- 6.1.1 Be obliged to collect the waste from the Customer's premises as requested and transport such waste to such licensed disposal site as the Company in its sole discretion shall determine; and
- 6.1.2 Ensure that such disposal shall be effected at a disposal site duly licensed for such purpose, and, where so required undertake to provide the Customer with an authorized waste manifest and subsequent disposal certificate.
- 6.1.3 SteinMed is responsible for the handling and movement of Health Care Risk Waste in an uncompacted state as containerized at source, from centralized storage facilities of Health Care facilities, onto dedicated Health Care Risk Waste transportation vehicles for transportation and offloading at authorized treatment / destruction facilities.
- 6.1.4 The entire process as depicted above is recorded via the "Manifest System" for the purpose of WIS reporting and providing generators of Health Care Risk Waste with the required "Duty of Care" documented proof. Finally, the "Manifest System" provides the grounds for measurement of volume and weight of Health Care Risk Waste generated by the Health Care Risk Waste Generators, and the subsequent billing associated with services rendered.
- 6.1.5 SteinMed Waste Services will ensure that all waste in handled and collected in the safest way in line with the proposed legislation.
- 6.1.6 It is important to remember that the Health Care facility – generator of Health Care Risk Waste remain responsible for the closing, sealing containers including box set. The employees of SteinMed or waste handlers need to pay special attention to the following factors.
- 6.1.7 Servicing – SteinMed undertakes to provide the services at regular intervals as set out in the schedule provided however that it shall be within SteinMed's sole discretion as to the exact day and time at which the services are to be rendered at each particular site.

7. FORCE MAJEURE

- 7.1 Neither party shall be liable for delays or failure in performance that result from acts to God, acts to governmental or military authority, fires, floods, epidemics, quarantine restrictions, strikes, lockouts or other disputes, riot or war ("Force Majeure Event"), provided that the party experiencing the delay immediately notifies the other party of the delay and its anticipated duration.
- 7.2 If a Force Majeure Event occurs, performance obligations shall be deemed extended for a period equal to the delay, but not exceeding 30 (thirty) days.
- 7.3 If the delay or interruption of performance resulting from a Force Majeure Event exceeds 30 (thirty) days, then performance under this agreement may be terminated by either party.
- 7.4 Both parties agree to use reasonable efforts to minimize delays that occur due to a Force Majeure Event.

8. BREACH

Should the customer fail to pay amount due by it to SteinMed In terms of this agreement or breach any other term or condition of this agreement and fail to remedy such breach within a period of 7 (seven) days after such breach, SteinMed shall be entitled, without prejudice to any other right which it may have at law or in terms hereof and without notice to cancel this agreement, obtain possession of the products and to recover from the customer, as pre-estimated notification damages the total of all amounts which, but for the cancellation, would have been payable for the remaining period of this agreement external without cancellation of this agreement to treat as immediately due and payable, all amounts which would have otherwise only have become due and payable over the remaining period of this agreement. For the purposes of this clause 7, the phrase "remaining period" shall be deemed to be reference to the remainder of the then current agreement period or subsequent renewal period (as the case may be) plus a further period of 3-months.

9. DISCLAIMER OF LIABILITY

The Applicant indemnifies the Creditor of all loss, liability, damage, expense and cost which the applicant may incur as a result of any action or defect during the provision of services by the Creditor. Services rendered out of frequency or late services due to unforeseen circumstances are deemed to be included in the above.

10. RESOLUTION OF DISPUTES

- 10.1 In the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 5 (five) days or which lesser time as urgency dictates, the said dispute or difference shall be submitted to arbitration in accordance with the provisions set out below.
- 10.2 The arbitrator referred to in clause 15.1 shall be held:-
 - 10.2.1 at Johannesburg;
 - 10.2.2 informally but in accordance with the provisions of the Arbitration Act, No 42 of 1965 as amended;
 - 10.2.3 with a view to it being completed within 30 (thirty) business days after it is demanded, having particular regard to any urgency regarding the matter in issue.

11. JURISDICTION

Notwithstanding the amount which may at any time be owing by the customer to SteinMed, the customer hereby consents, in terms of Section 45 of the Magistrates Court Act (No. 32 of 1944 as amended), to the jurisdiction of the Magistrate's Court having the determination of any action or proceedings otherwise beyond the jurisdiction of the said court which may be brought by SteinMed against the customer arising out of any transaction between the parties, it being recorded that SteinMed shall be entitled, but not obliged, to bring any action or proceeding in the said court and that all costs in any action brought by SteinMed against the customer in any competent court including costs as between attorney and client and including attorney's collection commissions will be paid by the customer.

12. GENERAL

- 12.1 The customer consents to SteinMed sharing information of his accounts with SteinMed with other credit grantors and credit bureau. Information shared with such credit grantors and bureau is used to make credit granting decisions and to prevent fraud.
- 12.2 This agreement constitutes the entire agreement between the parties as to the subject matter hereof.
- 12.3 This agreement cannot be varied, added to or cancelled except by means of a further written notification between the parties.
- 12.4 No relaxation or indulgences which SteinMed may grant to the customer shall in any way operate as an estoppel against SteinMed or be deemed as a waiver of its right or in any way limit, after or prejudice these rights.
- 12.5 The customer acknowledges that SteinMed has not made any warranty, representation or undertaking as to the services or to the products or as any other fact, matter or thing whatsoever
- 12.6 The customer shall, at all times permit the representative of SteinMed to enter the delivery / installation address for the purpose of inspecting such products such products, taking an inventory of the products or servicing such products.
- 12.7 The customer chooses domicillum citandi et executandi for all purposes in terms of the delivery / installation address.
- 12.8 A certificate waves the hand of any director, credit manager or financial manager of SteinMed as to the amount owing the SteinMed by the customer, the installation date, the interest rate payable or as to any other fact, matter or thing, shall be prima facie proof of the indebtedness of the customer to SteinMed as prima facie proof of such installation date, interest rate payable or other fact, matter or things.
- 12.9 This agreement shall only be binding on SteinMed when signed by a duly authorized representative of SteinMed.
- 12.10 The Applicant or its duly authorized agent does hereby apply for credit facilities with The Creditor and in consideration thereof The Applicant (as well as any surety for The Applicant whose signature appears below) does hereby irrevocably accept the following terms and conditions.
- 12.11 A certificate signed by the secretary / manger or any director of The Creditor reflecting the amount owing by The Applicant to The Creditor in respect of the credit facilities granted to The Applicant in terms hereof relating to The Applicants dealings with The Creditor and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects herein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established and it shall rest with The Applicant to prove that such amount is not owing and/or due and unpaid.
- 12.12 In the event of The Applicant defaulting in making payment of any amount that has become due and owing then the full balance outstanding (whether due or not) will immediately become due and payable without notice to The Applicant.
- 12.13 The Applicant undertakes to notify The Creditor forthwith in writing of any change of address.
- 12.14 If The Applicant should fail to object to any item appearing on The Creditor's statement of account within fourteen days of date of the dispatch of the statements, the accounts shall be deemed to be in order.
- 12.15 The Applicant undertakes to notify The Creditor, in writing within seven days of any change in ownership of The Applicants business, or should The Applicant be a company, of its share transactions whereby the majority shareholding is effected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by The Applicant. In addition to the foregoing, The Applicant acknowledges that immediately upon any change of ownership in The Applicant any outstanding amount whether due or not shall be deemed to be forthwith payable to The Applicant to The Creditor.
- 12.16 The Applicant does hereby irrevocably and in Rem Suam cede, pledge, assign, transfer and make over unto and in favour of The Creditor, all of its right, title, interest, claim and demand in and all claims/debts/book debts of whatever nature and description and howsoever arising which The Applicant may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever (The Applicant's debtors) without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by The Applicant to The Creditor from whatsoever cause of obligation howsoever arising which The Applicant may be or become bound to perform in favour of The Creditor.
- 12.17 Should it transpire that The Applicant at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all The Applicant's reversionary rights. Notwithstanding the terms of the foregoing cession. The Applicant shall be entitled to institute action against any of its debtors provided that all sums of money which The Applicant collect from its debtors shall be collected on The Creditors behalf and provided further that The Creditor shall at any time be entitled to terminated The Applicant's right to collect such monies/debts.
- 12.18 The Applicant further agrees that The Creditor shall be entitled at any time or times hereafter to give notice of this cession to all or any of The Applicant's debtors.
- 12.19 The Applicant further agrees that The Creditor shall, at any time, be entitled to inspect any of The Applicant's books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.
- 12.20 The goods shall be regarded as having been sold "voetstoes" without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of The Creditor to any representation or warranty made or alleged to have been made at any time in respect of the goods sold by The Creditor to The Applicant.
- 12.21 In the event of any order being given to The Creditor on an order form reflecting The Applicant's name as the entity from which the order emanates, such order shall be deemed to have emanated from The Applicant, notwithstanding the act that such order may have given or signed by a person not authorized by The Applicant and such order will be deemed to constitute valid delivery.

- 12.22 Signature by The Applicant or by any representative of The Applicant of The Creditors delivery note shall be regarded as acceptance by The Applicant the goods reflected in such delivery note have been properly and completely delivered.
- 12.23 The Applicant acknowledges that The Creditor is not the manufacturer of the goods. The Applicant accordingly indemnifies and holds The Creditor harmless against any claim that may be brought against The Creditor in consequences of such goods being defective and causing any damage whatsoever, whether through accident or negligence, gross negligence or any other cause.
- 12.24 The risk in and to the goods shall pass from The Creditor to The Applicant on the date of delivery. Delivery shall be deemed to have taken place against signature of The Creditor's delivery note, proof of posting if the goods are posted to the customer or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by The Creditor. The Post Office/South African Transport Services or Road Carrier shall act as the agent of the Applicant.
- 12.25 The Creditor shall, at any time, in its sole discretion, be entitled to cede all or any of its rights in terms of his application for credit facilities and deed of surety ship to any third party without prior notice to The Applicant.
- 12.26 The Applicant acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, or company to a close corporation or from a proprietorship, partnership or a close corporation to a company at any time hereafter, as the case may be, any surety ship/signatory in terms of this application for credit shall nevertheless still remain bond as a surety.
- 12.27 The Creditor does not appoint the Post Office as it's agents for payments by post. All payments shall be made by EFT or Debit order.
- 12.28 The credit terms granted are, unless amended in writing by a director/manager of The Creditor, within 20 days from invoice date.
- 12.29 The Applicant and I warrant that the information submitted above is true and correct in all respects and that the further terms and conditions of sale with The Creditor are those reflected at Page 3 and 4 hereof, which further terms and conditions The Applicant and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.

13. DEED OF SURITYSHIP

- 13.1 I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidium with The Applicant in favour of The Creditor for the due performance of any obligation of The Applicant and for the payment to The Creditor by The Applicant of any amounts which may at any time become owing to The Creditor by The Applicant from whatsoever cause arising and including, but without limiting the generally of the foregoing, any claims for damages and actions against The Applicant acquired by way of cession. This suretyship shall be a continuing covering quarantee/surety which may only be cancelled, in writing by The Creditor and then only provided that all sums then owing by The Applicant (whether due or not) to The Creditor have been paid in full. I hereby renounce the benefits of the legal exceptions "Non causa Debiti" "Ordinis Seu Excussionis Et Divisionis" and "Cession of Action", with the force, meaning and effect of which I declare myself to be fully acquired. I furthermore bind myself irrevocably to all the terms and conditions of clauses above. I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit under above, be the full amount owing by The Applicant to The Creditor at any time and not be limited as to the amount or in any other matter whatever.
- 13.2 I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract or suretyship/quarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship/quarantee is not binding (for whatsoever reason) on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

I, the undersigned _____ in my capacity as _____ of the customer, (and bind myself in my personal capacity as surety) hereby warrant that I am duly authorized by the customer to make this application on its behalf, and that the above information is true and correct.

I acknowledge that should payments not confirm to the agreed terms, I / the Company / the customer shall be liable for the amounts owing for services rendered, and any interest charged on any overdue amount at a rate of 2% above the ruling prime overdraft rate.

Signed at _____ on this _____ day of _____ 200 _____

DULY AUTHORISED SIGNATURE

COMPANY STAMP
