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## Terms and Conditions of Trading

### 1. Terms of Payment

- 1.1 No Cash / Cheque deposits will be accepted, only EFT payments. All bank charges due to Cash / Cheque deposits will be for the Customer's Account plus an Additional R500.00 Administration Fee.
- 1.2 Minimum order values will apply for Free Delivery (refer to Delivery Charges Document)

### 2. Returns Policy

Reitzer Healthcare has a returns policy as stipulated. Products are not sold on a sale or return basis, but on a non-returnable basis, with the following exceptions:

- 2.1 If goods were supplied in error, incorrectly supplied or were damaged in transit, provided that Reitzer Healthcare is notified within 48 hours from time of delivery.
  - 2.1.1 Product recall
  - 2.1.2 Quality complaint
- 2.2 Expired goods:
  - 2.2.1 **Salex, Salex SSR and Co-Biotic:** goods may be returned in the month of expiry, and within three months after expiry date.
  - 2.2.2 **All other Reitzer Healthcare products:** goods cannot be returned for credit if expired, or about to expire.

Furthermore, in the event of goods being supplied in error, Reitzer Healthcare cannot accept any items for credit that are not in their original packaging and in a re-saleable condition, including products that have been marked or feature customer pricing.

### 3. Returns for Credit:

- 3.1 Before a credit note for returns can be issued, a credit request must be either emailed to [elsabe@reitzer.co.za](mailto:elsabe@reitzer.co.za) and [debtors@reitzer.co.za](mailto:debtors@reitzer.co.za) or faxed to 086 604 4533.
- 3.2 Once the credit request has been approved, the credit note will be issued and sent to the customer via email.
- 3.3 Only once the credit note has been issued will stock be uplifted by either our drivers, representatives, or by our courier. Under no circumstances may a customer give orders to our courier or drivers to uplift stock without our permission.
- 3.4 All credits will be passed at the price the goods were invoiced at, at the respective date and time.

### 4. Damaged Goods:

- 4.1 Before a credit note for damaged goods can be issued, a credit request must be either emailed to [elsabe@reitzer.co.za](mailto:elsabe@reitzer.co.za) and [debtors@reitzer.co.za](mailto:debtors@reitzer.co.za) or faxed to 086 604 4533.
- 4.2 Once the credit request has been approved, the credit note will be issued and sent to the customer via email.
- 4.3 Only once the credit note has been issued will damaged stock be uplifted by either our drivers, representatives, or by our courier. We may ask that damaged stock rather be discarded by the customer, instead of being uplifted. Under no circumstances may a customer give orders to our courier or drivers to uplift stock without our permission.

### 5. JURISDICTION

- 5.1 Save for any disputes to which clause 24 applies, the Customer hereby consents, in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction in respect of any action instituted against the Customer by the Company for the recovery of monies or for legal action in terms hereof. It shall nevertheless be entirely within the discretion of the Company as to whether to proceed against the Customer in such Magistrate's Court or any other court having jurisdiction

## **6. WHOLE AGREEMENT**

- 6.1 This Agreement constitutes the whole Agreement between the parties and no variation, alteration, deletion or addition to these terms will bind the parties unless it is stipulated in writing and agreed to by both parties.

## **7. EXTENSION OF TIME (ALSO REFERRED TO AS AN INDULGENCE)**

- 7.1 No leeway, extension of time or other lenience which the Company may offer to the Customer will in any way prevent the Company from enforcing any of its rights in the future, without notice, by requiring the customer's strict and timely compliance with each term and condition of this Agreement.

## **8. NOTICES**

- 8.1 The parties choose their physical addresses as reflected on the Application forms as their respective domicilium citandi et executandi (physical address) for service upon it of all notices and process. The parties undertake to notify the other expeditiously of any change to its address

## **9. CESSION (TRANSFER) AND DELEGATION (HANDING OVER)**

- 9.1 The Customer shall not be entitled to transfer any of its rights to any other entity or person (this is known as ceding any of your rights) or transfer any of the Customers obligations or responsibilities to any other entity or person (this is known as delegating or handing over any of your obligations or responsibilities, in terms of this Agreement without the prior written consent of the Company.
- 9.2 The Company undertakes not to withhold its consent unreasonably.

## **10. APPLICABLE LAW**

- 10.1.1 The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. Page **9** of **11**

## **11. AMENDMENTS**

- 11.1 The Company is entitled on written notice to the Customer, to amend and/or vary the terms and conditions of this Agreement as a result of any new and/or amended law(s), tax (es) and regulation(s). If Company amends and/or vary the terms and conditions, the Company will notify the Customer at its chosen address of such amended terms and conditions

## **12. UNENFORCEABLE PROVISIONS**

- 12.1 If any of the terms and conditions of this Agreement are unenforceable, illegal, void, or contrary to Public policy then they will be considered to be legally separated from the rest of this Agreement. The rest of the provisions of this Agreement will, however, remain binding and enforceable and in full force and effect.

## **13. AUTHORITY AND INDEMNITY**

- 13.1 The person signing this Agreement warrants that he or she has the necessary authority to enter into this Agreement and hereby indemnifies the Company against any liability, claim, damage or loss that a third party might have arising out of this Agreement.

## **CONDITIONS APPLICABLE TO THE SALE OF GOODS**

### **14. PRICE**

- 14.1 Unless otherwise agreed in writing, the Goods will be supplied at the ruling price on the date of dispatch from the factory, warehouse or branch.
- 14.2 Prices are subject to adjustment for any increases in the cost of Goods on and/or delivery that may arise between the date of quotation and the delivery of the Goods, arising directly or indirectly from any cause whatsoever, whether statutory or otherwise.

**Director: Steven Reitzer (Dip. Pharm) Managing**

Initial: \_\_\_\_

## **15. DELIVERY OF GOODS**

- 15.1 Deliveries of Goods will take place between the hours of 08h00 to 17h00 Monday to Friday, excluding public holidays. Deliveries outside normal working hours could be subject to an extra charge unless agreed to by Parties in writing.
- 15.2 The Company shall endeavor to effect delivery of the Goods on the agreed date and time to the Customer at the Customer's premises or the Customer's nominated delivery site address, provided that the Company receives a minimum of 48 hours' notice of the intended delivery date if the agreed date has changed or if no date has been previously agreed.
- 15.3 The Company shall not be responsible for delays in delivery or non-delivery of Goods whatsoever due to causes beyond the Company's control (e.g. adverse weather conditions, road congestion, labour-related actions, shortage of stock, delays on the part of subcontracted transport), Nor will the Company accept liability for damages or for any loss the Customer may suffer pursuant thereto, of whatsoever nature arising from the late delivery or non-delivery of Goods.
- 15.4 The Customer shall not be entitled to cancel or repudiate any order/s and/or purchase/s and/or refuse delivery and/or claim damages and/or set-off payment from the Company due to late and/or defective delivery. The Company's responsibility shall be to notify the Customer expeditiously of the events giving rise to the delay in delivery or non-delivery in circumstances where such delay of delivery or non-delivery is expected to extend beyond one day after the time/date of the agreed delivery schedule.

## **16. OWNERSHIP AND RISK**

- 16.1 Notwithstanding the delivery of any Goods to the Customer, ownership of the Goods shall not pass until the Company has received payment in full in respect of the Price of such Goods. In the event of payment not being timeously affected, the Company reserves the right to recover possession of such Goods immediately, without notice and without the necessity to first cancel the Agreement of sale in respect of such Goods.
- 16.2 Risk in the Goods shall pass to the Customer at the point of delivery of the Goods (i.e. where signed acceptance of the Goods takes place, or in the case of collection of the Goods, on despatch from the Company's premises).
- 16.3 Where the Customer has appointed its own transport provider to effect delivery of the goods, the Company's responsibility for providing proof of delivery of Goods will be limited to proving that the Goods were accepted by a person purporting to be the transport provider. In this case, risk shall pass to the Customer on delivery of the goods to the transport provider.

## **17. CONFIDENTIALITY**

- 17.1 "Confidential Information" means all information of whatsoever nature (whether verbal, written or any other form) belonging to a disclosing party, which is not publicly available, including but not limited to all the disclosing party's information pertaining to its Intellectual Property, forecasts, products, price lists, details concerning its product innovations, product launches, services, stock, business methodologies, feasibility studies, business proposals, contracts, current and historical information relating to the disclosing party's customers, suppliers, contractors or competitors and any documents and/or reports containing or consisting of information of a technical, operational, administrative, economic, marketing, planning, statistical or financial nature and all information not specifically mentioned herein disclosed by the disclosing party to the receiving party which is of a confidential nature or specifically marked as such;

## **18. TERMINATION**

- 18.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled, but not obliged, to terminate this Agreement with immediate effect at any time by addressing Written notice to that effect to the other Party should the latter party commit an act of insolvency, be provisionally or finally wound up, removed from the Register of Companies, placed under business rescue, whether provisionally or finally, take any steps for its voluntary winding-up, or any action or conduct analogous thereto.

For and on behalf of the Customer:	
Signature:	
	Who warrants that he / she is duly authorise hereto
Full Names:	
Designation:	
Date:	

Witness:	
Signature:	
Full Names:	
Designation:	
Date:	