

African Oxygen Limited trading as AFROX

Registration Number – 1927/000089/06 V.A.T. No. 4120110541

Please indicate the type of account required:

COD PRIVATE ACCOUNT

MEDICAL AID ACCOUNT

Important: The person authorised to sign this application, and his/her witnesses, must initial the foot of each page. On behalf of the customer named hereunder, and duly authorised thereto by the customer, I hereby make application to open (or, if applicable, maintain) an account with AFROX and (the signatory) accept the Standard conditions of agreement and the Terms of Credit as set out in Section E. The following particulars are furnished in support of the application.

For completion by the Homecare service agent. <input checked="" type="checkbox"/> Please Tick the appropriate box		Customer SAP account no.																	
	WAIT FOR AUTHORIZATION		EQUIPMENT REQUIRED PRIOR TO AUTHORIZATION - *NOTE, DEBIT ORDER MUST BE COMPLETED																
<p><i>Please print clearly. Attach copies of identity documentation where available.</i></p> <p>Section A (To be completed by the responsible person for the settlement of the account)</p> <p>1. Full Name& Surname: _____</p> <p>2. Identity no. of customer: _____ Title: _____</p> <p>3. Contact Telephone Numbers: Home: _____</p> <p>Mobile Phone: _____ Work: _____</p> <p>4. Physical Address: _____</p> <p>5. Province: _____ Postal Code: _____</p> <p>6. Occupation: _____</p> <p>7. Name of employer: _____</p> <p>8. Physical address of employer: _____</p> <p>9. E-mail address to be used for electronic billing i.e. Statements and Invoices _____@_____</p> <p style="color: red; font-size: small;">*Note. By providing an Email address above your consent is hereby given for E-billing. Not selecting E-mail as your primary means for receiving SARS compliant invoices & statements may result in additional admin charges. It would also result in all documentation (Invoices, statements, letter) to be sent to the Registered physical or postal address as stated above. AFROX will not be held accountable for the implications caused by the failure of SAPOS to deliver documents in a timely fashion. The responsibility lies with the customer to notify AFROX of email address or standard address changes as and when they happen.</p>										<p>Section B (Next of Kin Details, should equipment be required for collection at an alternate location):</p> <p>1. Name & Surname: _____</p> <p>2. Relationship: _____</p> <p>3. Residential Address: _____</p> <p>4. Province: _____ Postal Code: _____</p> <p>5. E-mail address: _____</p> <p>6. Contact Telephone Numbers: Home: _____</p> <p>Mobile phone : _____ Work Tel : _____</p> <p>Section C (Patient Information) Attach copies of Medical Aid card where available.</p> <p>7. Name & Surname: _____</p> <p>8. ID Number: _____ Title: _____</p> <p>9. Medical Aid provider: _____ Benefits plan: _____</p> <p>10. Medical Aid no.: _____ Dependant code: _____</p> <p>11. Mobile phone no. _____</p> <p>12. Address where equipment will be utilised: _____</p> <p>_____</p>									

I the undersigned (**full names in block letters**): _____ do hereby certify and warrant: (1) that other than information inserted into this application form by hand, no changes have been made to the text of the form since it was received from Afrox, (2) that all information recorded in this application is true and correct, (3) that I am legally competent to sign this application, (4) that if I sign this application as the customer's agent, I am duly authorised to do so, (5) that I sign of my own free will and with the full knowledge and understanding of the contents hereof, 6) and that I authorise Afrox to assess/re-asses my credit terms. 7) Acting on behalf of the patient, I acknowledge and accept that I am personally responsible for the settling of any outstanding debt as a result of this agreement.

Applicant Signature _____ Witness Signature _____

*All pages must be signed

Section E – RENTAL TERMS

1. Rental Agreement

1.1 Afrox hereby rents to the customer and the Customer hereby leases from Afrox, oxygen equipment e.g. regulator nebulizer, concentrator, medical cylinder and/or oxymatic unit.

2. Rental Cost

2.1 Afrox will levy a rental charge for oxygen equipment held by the customer and the customer agrees to pay such rental and or before the due date. In the event of a Medical aid member where the rental was not paid by the Medical Aid, it is the responsibility of the patient to settle the debt immediately with Afrox. A medical authorisation is not a guarantee of payment and the Customer can take up any non-payment directly with medical aid, and if you are not satisfied, complain to the Counsel for Medical Schemes at fax:012 4310608 or email:

complaints@medicalschemes.com.

2.2 Afrox services are charged for on a monthly basis (20th of each month) until the equipment is returned to Afrox. It is therefore important to note that on a delivery, a full month's payment in respect of the month in which it is delivered is due. When equipment is returned to an Afrox branch or upon collection, the outstanding balance will not be partially credited.

2.3 It is the responsibility of the patient or next of kin to notify Afrox when a collection of equipment has to be done.

2.4 A price increase will automatically apply and implemented on an annual basis and Afrox reserves the right to change rental charge dates as and when deemed necessary.

2.5 A deposit may be levied for equipment issued to the customer who may be refunded once equipment is returned in a saleable condition and no other debts are outstanding.

3. Period

3.1 This rental agreement shall commence on the date of the signature of the rental agreement and shall continue until terminated by Afrox or the customer or until death of the customer.

4. Ownership

4.1 Oxygen equipment shall remain the sole property of Afrox at all times and are never sold, excluding accessory items. The customer/surety shall not sell or part with possession of the oxygen equipment except when returning to Afrox and therefore the customer must insist on a valid receipt of return.

4.2 If this agreement is terminated for any reason, the customer shall within 48 hours from the date of termination, return the equipment to Afrox to prevent further rental charges.

4.3 In the event of death of the customer, the surety/next of kin shall within 48 hours from the date of death notify Afrox and return the equipment to Afrox within 7 days after death.

4.4 At the termination of the hire, it is the responsibility of the Lessee to return the oxygen equipment in a good condition taking into account normal wear and tear.

4.5 The Customer/Surety shall be responsible for the full replacement cost of any damage or loss of the oxygen equipment. It is to the discretion of the customer to adequately insure equipment whilst in their possession.

5. Risk

5.1 Risk in the oxygen equipment will pass to the customer when the customer takes possession of the oxygen equipment and the customer acknowledges that the collection / acceptance of any oxygen equipment from Afrox shall be at its own risk and personal responsibility needs to be taken for transporting and handling the load safely.

5.2 Afrox is not responsible for any injury, damage or death to any person or property as a result of smoking by the Customer or a fire hazard in proximity to the oxygen equipment. Afrox will therefore not accept responsibility if the oxygen equipment is handled in an unsafe manner.

6. Payment terms

6.1 The customer specifically acknowledges that in the event the medical scheme fails to pay for oxygen equipment for whatever reason, the customer is personally responsible for payment thereof and such payment shall be made within thirty (30) days (due date) of the production of an invoice by Afrox.

6.2 Any short payments/rejection or unauthorized purchases not settled by the medical Aid during trading will be the responsibility of the patients account and must be settled within thirty (30) days (due date) of the production of an invoice by Afrox.

7. Damage to Oxygen Equipment by Customer

7.1 The Customer will be obliged to pay Afrox on demand the current replacement for any cylinder/oxygen equipment lost, or damaged whilst under its possession or control.

8. Maintenance of Concentrator

8.1 The Equipment provided to the Customer should be free of defects. If it is suspected that the equipment may be defective or has broken down, the customer must contact Afrox immediately so that the matter may be investigated.

8.2 Afrox shall be obliged, at its cost to maintain, inspect and repair the cylinder/oxygen equipment or replacement thereof in a safe and operable condition, provided that such maintenance was not occasioned due to negligence or intentional act or omission of the customer whilst under its possession or control.

8.3 The Customer shall not alter, remove deface or tamper with any trademarks, labels, identification marks, or numbers on the gas cylinders/oxygen equipment.

8.4 The Customer shall not tamper with or interfere with the oxygen equipment or allow any substance to be placed therein other than the gas supplied by Afrox and use the Equipment only in terms of the Equipment manual or instructions provided.

9. Breach

9.1 In the event of the customer failing to make payment on the due date, or either party committing a breach of this agreement and failing to remedy such breach within 14 days after delivery or written demand to do so the aggrieved party shall be entitled, without prejudice to any other rights in terms of this agreement either claim specific performance or cancellation of the agreement and claim damages.

9.2 The refusal by Afrox to supply the customer with any gas/oxygen product to the customer account being in arrears shall not constitute a breach of the agreement.

9.3 In the event of breach of the contract after being notified through a registered letter from Afrox, Afrox reserves the right to cancel the contract and retake possession of our oxygen equipment after 10 days of a registered letter. Any letter send to you at the address you have supplied in your application shall be deemed to have been received by you on the date of delivery.

10. Vis Major

10.1 Afrox will not be liable for failing to fulfil any of its obligations should such failure be due to any circumstance that is beyond Afrox' reasonable control.

I, the customer, have read and understood all the AFROX Standard conditions of agreement and ascent thereto. A copy of the AFROX Standard conditions of agreement as well as Material safety data sheet can be viewed on WWW.AFROX.CO.ZA or be emailed upon request. **WARNING!** Exceeding the prescribed treatment/abuse of Oxygen may be detrimental to your health and safety.

AFRICAN OXYGEN LIMITED	THE CUSTOMER
Date:	Date:
Name:	Name:
Designation:	

Signed at _____ this _____ day

of _____ 20_____

Applicant Signature _____ Witness Signature _____

*All pages must be signed

DEBIT ORDER INSTRUCTION

FROM : Name of Customer

Address

TO : African Oxygen Limited Trading as "Afrox"
23 Webber Street
Selby
2001 Johannesburg

Date

Dear Sirs

AFROX CUSTOMER ACCOUNT NUMBER

Grid for AFROX CUSTOMER ACCOUNT NUMBER

The details of my/our bank account are as follows:

BANK:.....

BRANCH NAME AND TOWN :.....

BRANCH NUMBER

Grid for BRANCH NUMBER

ACCOUNT NUMBER

Grid for ACCOUNT NUMBER

TYPE OF ACCOUNT: Current (Cheque) [] Savings [] Transmission [] (Tick applicable box)

I/We hereby instruct and authorise you to draw against my/our account with the above-mentioned bank (or any other bank or branch to which I/we may transfer my/our account) the amount shown on your statement in payment of purchases/s services/rentals/facility and other charges from Afrox Limited.

The withdrawal will take place between the 26th and 30th of the month subsequent to the month in which purchases were made/charges raised.. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. In the event of my/our purchases exceeding my/our credit limit, such excess as is not covered by the amount of the withdrawal, will be due and payable to Afrox immediately.

I/We understand that the withdrawals hereby authorised will be processed by computer through a system known as the ACB Magnetic Tape Service, and I/we also understand that the details of each withdrawal will be printed on my/our bank statement or on an accompanying voucher.

I/We agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me/us by giving you thirty days' notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank (whichever it is or will be).

This debt must be met without deduction, set off or exchange of whatever nature. Should a dispute arise touching on this agreement between the account holder and Afrox Ltd, then the account holder will be eligible to continue honouring the direct debit order notwithstanding said dispute.

Assignment : I/We acknowledge that the party hereby authorised to effect the drawing(s) against my/our account may not cede or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorised party.

A cancelled cheque is attached for bank account and branch number identification purposes. (Cheque accounts only).

Signed at on this day of in the year 20.....

Signature (as used for signing cheques)

Capacity

Assisted by (where legally necessary)

Capacity

Applicant Signature Witness Signature

*All pages must be signed

DEED OF SURETYSHIP

I/We (Full name and ID Number),

do hereby bind ourselves jointly and severally to:

AFRICAN OXYGEN LIMITED
(Registration No. 192700008906)
its subsidiary companies, successors-in-title and
assigns ('the Creditor')

as Sureties and Co-Principal Debtors for the due and punctual payment, performance and discharge by:

_____ (Full name and ID Number)

('the Debtor')

of the debts and obligations of whatsoever nature arising in any manner from the transactions entered into between the Creditor and the Debtor and any other debts or obligations due and owing by the Debtor to the Creditor arising from whatsoever cause, including but not limited to any judgement debt or other secondary debt (all of which debts and obligations are hereinafter referred to collectively as 'the obligations'). As part of our liability in terms hereof we bind ourselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature including, but without derogating from the generality of the foregoing, interest stamp duties, tracing agents charges, attorney and client legal costs and collection commission incurred by the Creditor in securing or endeavouring to secure fulfilment of the obligations.

The rights of the Creditor under this Suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations. This Suretyship shall be an irrevocable continuing covering Suretyship for the debts and obligations aforesaid and in addition to any other security/Suretyship held. Moreover, we shall be bound by all admissions or acknowledgements of indebtedness made or given by the Debtor to the Creditor from time to time and no alteration or variation of any present or future agreement between the Debtor and the Creditor shall in any way release us from our liability hereunder.

The Creditor shall be entitled, without reference or notification to us and without affecting its rights hereunder, to release other sureties and securities, to grant the Debtor extensions of time for payment, and to compound or to make any other arrangements with the Debtor for the discharge of the Debtor's indebtedness.

For as long as the Creditor thinks fit, and at the option and in the sole and absolute discretion of the Creditor, any moneys paid by us to the Creditor hereunder may be treated as cash security to be held by the Creditor until the creditor releases the debtor.

Should the Debtor fail to discharge any of the obligations on due date, the Creditor shall be entitled, notwithstanding any contrary arrangement with the Debtor, to demand immediate performance from us of all the obligations then owing by the Debtor to the Creditor, whether the due date for the performance of the obligations has arrived or not.

In respect of all contracts entered into by the Debtor with the Creditor, we warrant that each of such contracts will be at the time of execution or formation within the scope, authority and powers and objects of the Debtor, and that all resolutions of and signatures by directors of the Debtors were or, in the case of future contracts, will be properly and with due authority passed, executed and made. If there shall, in respect of any such contracts, be any breach of the terms of this warranty, then we hereby assume the liability to the Creditor, which any such contract purported to impose upon the Debtor.

As collateral security for the discharge of the obligations assumed by me in terms hereof, we hereby cede, assign, transfer and make over unto and in favour of the Creditor all our right, title and interest in and to any amounts which now are or may hereafter become owing to us by the Debtor from any cause of indebtedness whatsoever including, but without derogating from the generality of the a foregoing, any reversionary right or interest which we might acquire after termination of any prior cession, assignment or transfer.

For the purpose of any action against us for provisional sentence or summary judgement, a certificate under the signature of any director or the secretary of the company (neither of whose authority it shall be necessary to prove) as to the amount owing by the Debtor to the Creditor and of the fact that the due date for the discharge of the obligations and / or our obligations hereunder has arrived shall be sufficient and satisfactory proof of the facts therein stated unless and until the contrary has been proved.

In terms of section 45 of the Magistrates' Court Act of 1994, we hereby consent to the jurisdiction of the Magistrates' Court having jurisdiction in terms of section 28 of the said Act in respect of any action to be instituted against me by the Creditor in terms hereof. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against us in such Magistrates' Court or any other Court having jurisdiction.

We hereby expressly renounce the benefits of the legal exceptions of "order", "execution", "division", "cession of action" and all or any exceptions which could or might be pleaded to any claim by the Creditor against us in terms hereof, the meaning, force and effect of all of which exceptions we declare ourselves to be fully acquainted with.

Prescription shall, in respect of any claim which the Creditor may have hereunder, only commence to run from the date upon which the Creditor made formal written demand on me / us for the satisfaction of any claim arising hereunder, provided that such written demand is made within three years from the date when prescription would otherwise, but for the provisions of this clause, have commenced to run. Any interruption of prescription whether by the Debtor or by process of law shall constitute an interruption of prescription against me / us.

I / We waive presentment, notice of dishonour and protest in respect of any negotiable instrument made, drawn, accepted, endorsed, signed as aval, surety or co-principal debtor or signed in any other capacity by the Debtor or me / us.

This Suretyship shall continue to bind me / us notwithstanding any amalgamation or reconstruction that may be effected by the Creditor with any other company, corporation or person or any transfer of the creditor's business or any part thereof or any change in the Creditor's constitution and shall endure additionally for the benefit of any new company or corporation so formed to carry on the Creditor's business or any part thereof as successor to the Creditor, or as assignee, whether such new company or corporation shall or shall not differ in its name, objects, character and constitution from the Creditor, it being the intent that this Suretyship shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company or corporation or the Creditor's successors or assigns as well as the Creditor, and may be proceeded on and enforced in the same manner to all intents and purposes if such new company or corporation or the Creditor's successors or assigns had been expressly named and referred to herein in addition to the Creditor.

This Suretyship shall remain binding on each and every one of us who signs it notwithstanding that any co-sureties referred to herein has / have not signed it.

Where two or more persons execute this Suretyship, or where it purports to be a joint Suretyship by two or more persons, whether such persons had executed this Suretyship or not, then each of the signatories hereto shall be deemed to have executed in the Creditor's favour a separate contract of Suretyship on the terms and conditions herein contained, and accordingly, if for any reason this Suretyship is unenforceable against any of us, it shall remain of full force and effect against and binding upon the other or others of us, being the signatories hereto.

The Suretyship shall in all respects be governed by and be construed in accordance with the law of the Republic of South Africa and all disputes actions and other matters in connection therewith shall be determined in accordance with such law.

The Creditor shall be entitled, without notice to the undersigned, to cede all or any of its rights in terms hereof, either absolutely or as collateral security to any person or persons and whether such cession is made to the cessionary alone or to the cessionary jointly or jointly and severally with the Creditor or to any other person or persons.

No variation or waiver of this Deed of Suretyship shall be valid unless reduced to writing and signed by the Creditor or a person duly authorised in writing by it, nor shall any such relaxation or indulgence be deemed to be a novation or a waiver of the terms and conditions of this Suretyship.

The original/s of this document/s, together with the original/s of any related or attached document, is / are and shall at all times remain the property of the Creditor.

Each clause of this Suretyship is severable the one from the other and if any clause is found by any competent court to be defective or unenforceable for any reason whatsoever the remaining clauses shall continue to be of full force and effect.

For the purposes of this Suretyship and any proceedings which may be instituted by virtue hereof, I/we hereby select and nominate the address stated below, as the chosen address (domicilium citandi et executandi) at which service of all notices and demands will be accepted. Should Afrox proceed with legal action against me/us, I/we confirm that the address as stated below (domicilium citandi et executandi) shall be my/our chosen address (domicilium citandi et executandi) where I/we shall accept service of a summons and/or application or any court process as may be required.

Address:

Where all notices and processes may be effectively served and delivered upon me / us.

Signed at _____ on _____ 20____

Surety Signature: _____

Full Name: _____

ID Number: _____

Debtor Signature: _____

Full Name: _____

ID Number: _____

Witness: 1 Signature	Witness: 1 Name

Witness: 2 Signature	Witness: 2 Name

**Witness signatures
are essential for
processing your
application.**