

If applying for a PREPAID (CASH) ACCOUNT: Complete only page 1. If applying for a CREDIT ACCOUNT: Complete both pages 1 & 2.

For more information on these two account options and our terms of use, please see page 3.

Kindly complete and fax to us at +27 (21) 683 8422 / +27 (21) 805 7930 or email za-info@mxns.com

Company Name*			
Trading Name*			
Registered Company Name		How Long Established?	
Holding Company (If Applicable)			
VAT Number		CC/Company Reg Number*	

Type of Business*	Public Company <input type="checkbox"/>	(PTY) LTD <input type="checkbox"/>	SOLE PROPRIETOR <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>
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PHYSICAL ADDRESS*		POSTAL ADDRESS*	
Physical Address 1		Postal Address 1	
Physical Address 2		Postal Address 2	
Suburb		Suburb	
City		City	
Area		Area	
Province		Province	
Country		Country	
Postal Code		Postal Code	

	Country Code	Area Code	Number	Account Type	Prepaid <input type="checkbox"/>	Credit <input type="checkbox"/>
Telephone*				Order Number Required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Alt Phone						
Fax						

Website		Latitude	
Industry Type		Longitude	
GPS Format			

Service Type Required	Contact Name	Position in Company	Contact Email	Would you like to receive correspondence from Mérieux NutriSciences?
Microbiological Testing				Yes <input type="checkbox"/> No <input type="checkbox"/>
Chemistry Testing				Yes <input type="checkbox"/> No <input type="checkbox"/>
Audit Services				Yes <input type="checkbox"/> No <input type="checkbox"/>
Education				Yes <input type="checkbox"/> No <input type="checkbox"/>
Physical Testing				Yes <input type="checkbox"/> No <input type="checkbox"/>
Food Labelling Consulting				Yes <input type="checkbox"/> No <input type="checkbox"/>
Dairy Laboratory				Yes <input type="checkbox"/> No <input type="checkbox"/>
Global Network Services				Yes <input type="checkbox"/> No <input type="checkbox"/>

Where did you hear about Mérieux NutriSciences?	
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I certify that all information given is correct and I agree to all terms and conditions of sale attached. I hereby declare that I am duly authorised in my capacity as _____ to act on behalf of the Company as far as this application is concerned.

Date		Name	
Signature		Designation	

OFFICE USE ONLY			
Account Number		Date	
		Debtor's Name	
		Signature	
Approved as Prepaid or Credit?	Prepaid <input type="checkbox"/>	Credit <input type="checkbox"/>	

* Denotes a MANDATORY FIELD.

CREDIT ACCOUNT: Please note that if you wish to open a Credit Account, page 2 of this document must also be completed. Application for Credit Facilities must be accompanied by page 1 of Customer Take-On Form.

MEMBERS/DIRECTORS/PROPRIETOR DETAILS*				
Name	Capacity	ID Number	Address	Contact Number

TRADE REFERENCES*				
Name	Contact Number	Credit Limit	Terms	How Old

BANK DETAILS*				
Bank	Branch	Account Number	Account Type	Estimated Monthly Credit Required (Terms: 30 Days)

FINANCIAL ADDRESS (If different from physical/postal address)	
Financial Address 1	
Financial Address 2	
Suburb	
City	
Area	
Province	
Country	
Postal Code	

TERMS

Strictly 30 days from Statement Date. Compound interest will be levied on all amounts ageing to 60+ days.

I certify that all information given is correct and I agree to all terms and conditions of sale attached. I hereby declare that I am duly authorised in my capacity as _____ to act on behalf of the Company as far as this application is concerned.

Date		Name	
Signature		Designation	

* Denotes a MANDATORY FIELD.

OPENING AN ACCOUNT WITH MÉRIEUX NUTRISCIENCES

Overview

Every new client that wants to make use of the services of Swift Silliker (Pty) Ltd t/a Mérieux NutriSciences, hereby referred to as Mérieux NutriSciences, is required to complete a **Customer Take-on Form** and also open an account before the commencement of any work. Mérieux NutriSciences offers their clients the option of opening either a **Prepaid (Cash) Account** or a **Credit Account**. Simply download and complete the applicable form to apply for the facility which best suits your needs.

Prepaid (cash) Account

Customers wishing to do business on a cash basis may opt to open a **Prepaid Account**. A Prepaid Account may be your account of choice should you wish to make use of Mérieux NutriSciences' services on a once-off basis, if you prefer not to be subjected to a credit check, or if you cannot provide current trade references.

To apply for a prepaid account, complete **only page 1 of the Customer Take-on Form** sign and fax to us. A prepaid account will immediately be opened for you, as there are no trade checks. Please note that no work can commence/no laboratory samples can be accepted from clients who do not have active accounts with Mérieux NutriSciences (new clients must therefore ensure that their Customer Take-on Forms reach us before a particular service is needed).

Once you have successfully opened the Prepaid Account, and you are ready to start using Mérieux NutriSciences' services, follow these simple steps in order to avoid any delays:

1. Contact Mérieux NutriSciences' Marketing & Technical Liaison Department in Cape Town (021 683 8436) or Midrand (011 805 4310) to discuss your exact needs and obtain a quotation.
2. Once you know exactly which tests or services you require and have discussed the applicable costs, a pro forma invoice will be faxed or e-mailed to you. (A Tax Invoice will follow once the service/analysis has been completed.)
3. On receipt of the pro forma payment must be made by means of EFT or cash payment.
4. Mérieux NutriSciences must receive proof of payment before the commencement of the service or testing of products. In the case of laboratory samples, proof of payment or cash payment can accompany the samples. The laboratories may not accept samples without proof of payment. Similarly, no enrollments for training courses can be accepted, or bookings be made for any of our hygiene or training services (including dates reserved for in-house training) before proof of payment has been received.

Credit Account

Customers who foresee using the services of Mérieux NutriSciences on a regular basis, or who do not want the inconvenience associated with having to prepay for services each time, may opt to open a **Credit Account**.

Both **pages 1 and 2 of the Customer Take-On Form** must be completed, signed and faxed to us. All the mandatory fields such as Directors' details and trade references must be completed in full. Once we receive the correctly completed forms, the necessary reference checks will be done. Should your credit application be successful, you will be informed by fax that your credit facility with Mérieux NutriSciences has been activated. You may then make use of any of Mérieux NutriSciences' services. Should your company require the use official purchase order numbers, such purchase orders must reach us before the commencement of any work.

Once the analysis/service has been completed, an invoice will follow. In addition, a statement will also be mailed to you at the end of the month.

Payment is due strictly 30 days after statement date. Compound interest will be levied on all amounts ageing to 60+ days

Standard Terms and Conditions

All work carried out by Mérieux NutriSciences is subject to our **Standard Terms and Conditions**. Please take the time to read through these terms in order to familiarise yourself with its content.

Interest levied on overdue accounts

Our terms of payment are strictly 30 days from statement date. Mérieux NutriSciences charges interest on overdue amounts after 60 days. By only levying interest on an account from 60 days onward, we are therefore granting our customers a **further 30 interest free days** in which to settle their accounts.

Why interest is charged

Mérieux NutriSciences offers their customers the option of deferring payment for 30 days (instead of paying cash on delivery), in the form of a Credit Account (Trade Credit). This deferred payment option is in fact a "loan" of sorts to your company, whilst we carry the costs of providing you with our services. When these services are not settled in time, like any other "loan" it starts to draw interest charges on any overdue amounts. This means that, 60 days after statement date, a penalty in the form of interest is immediately levied on all overdue amounts.

MÉRIEUX NUTRISCIENCES - STANDARD TERMS AND CONDITIONS

1. PURPOSE

- (a) When a client commissions the services of Mérieux NutriSciences, the purpose of the investigation/service must be fully disclosed to Mérieux NutriSciences. The Client will use the results of the investigation/service only for the purpose as disclosed to Mérieux NutriSciences, unless otherwise agreed. The report and/or the results following the investigation may not be used as expert evidence in any legal proceedings without the prior written consent of Mérieux NutriSciences. Should Mérieux NutriSciences be subpoenaed to appear in Court as a result of this investigation/service, costs incurred shall be for the account of the Client who requested this investigation/service.
- (b) Any proposal or quotation provided to the Client by Mérieux NutriSciences is confidential. The Client undertakes not to publish or use the information contained therein for any purpose other than evaluation of the specific proposal.

2. RISK

Materials, apparatus, equipment and substance (as defined in Occupational and Safety Health Act No 85 of 1993) delivered by or on behalf of the Client to Mérieux NutriSciences pursuant to the specific work commissioned by the Client, shall be accepted, retained and used by Mérieux NutriSciences at the Client's risk. The Client confirms that any substance supplied by it to be used in Microbiological Analyses will be free from contamination when delivered to Mérieux NutriSciences.

3. PUBLICATION OF REPORTS

- a) The contents of any reports issued are confidential and may not be published by Mérieux NutriSciences or the Client, nor may the results of any discussions with the analysts/consultants relating to this investigation/service be communicated to the press or technical journals or be publicised in any other manner, unless mutually agreed to in writing.
- b) The final report will be the property of the Client, but Mérieux NutriSciences will only consent (in writing) to the publishing thereof provided that -
 - i) Mérieux NutriSciences is acknowledged in the publication;
 - ii) it is published in full, or where only extracts thereof or a summary or an abridgement thereof is published, Mérieux NutriSciences' prior written approval of the extracts, summary or abridged report is obtained; and
 - iii) Mérieux NutriSciences is indemnified against any claim for damages which may result from publication.

4. CONFIDENTIALITY

Mérieux NutriSciences will not publish any results, obtained through investigations financed by an external Client, without such Client's consent. Mérieux NutriSciences is, however, entitled to use technical information obtained from the investigation, but in so doing, undertakes not to identify the nature of the investigation or the Client.

5. ADVERTISING

No reference may be made to Mérieux NutriSciences or any of its strategic units or employees in advertisements, or for sale or publicity purposes, without Mérieux NutriSciences' prior written consent.

6. LIMITATION OF LIABILITY

While every care is taken to ensure the accuracy of any work performed by Mérieux NutriSciences, Mérieux NutriSciences does not warrant the merchantability or commercial viability of test results or information contained in its reports. Any claim for damages, whether direct or indirect, including consequential damages against Mérieux NutriSciences based on the work commissioned by the Client, shall be limited to an amount equal to the amount actually paid by the Client to Mérieux NutriSciences for the specific work commissioned by the Client.

7. DOMICILIUM CITANDI ET EXECUTANDI

- a) The Client hereto chooses the address as supplied on their Customer Take-on Form as their domicilium citandi et executandi for all purposes of, and in connection with contracts/written agreements for work commissioned from Mérieux NutriSciences.
- b) Mérieux NutriSciences chooses as their domicilium citandi et executandi the following address: 7 Warrington Road, Claremont, Cape Town.

8. NOTICES

Any notice regarding work commissioned by the Client from Mérieux NutriSciences shall be made in writing and may either be given personally or sent by post, facsimile to the relevant Party at its domicilium or to such other address of which either Party is to notify the other Party in writing as the need arises. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after the same is posted by recorded delivery post or airmail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

9. GOVERNING LAW AND JURISDICTION

Any work commissioned by the Client from Mérieux NutriSciences in writing (by signing a quotation, proposal or contract) shall be governed by and interpreted in all respects in accordance with the Laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of any competent Magistrates Court for the adjudication of any claim based on this work commissioned.

10. AMENDMENTS

No amendment to any work commissioned in writing by the Client from Mérieux NutriSciences shall have any force or effect unless put in writing and signed by both Parties.

MÉRIEUX NUTRISCIENCES - STANDARD TERMS AND CONDITIONS

11. VALIDITY

All proposals/quotations are valid for 30 (thirty) days from date of issue, unless otherwise indicated, and unless accepted within that period, will lapse automatically.

12. PAYMENT

- a) All invoices are to be paid within 30 (thirty) days from Statement date. Failure to pay timeously will result in a penalty in the form of compound interest being levied on all overdue amounts ageing to 60+ days. This shall be due and payable on any outstanding debt at the beginning of each month after the expiry of the 60 (sixty) day window.
- b) The person responsible for payment of the account, agrees to pay all reasonable collection commission, payable by the Credit Provider, for collection of payments and further agrees to pay all Legal costs, on our Attorney and client scale, caused by his/her default, including the Debt collectors costs as per Act for Debt Collectors, Act 114 of 1997.
- c) The agent of a Legal entity or institution shall be personally liable for payment of accounts in the event of non-payment of same.
- d) I herewith give consent to the Creditor or the Debt Collector, to check my credibility (credit check), as well as my personal particulars on Info data Banks such as ITC and others when required in the case of default.

13. TERMINATION

- a) Written contracts (signed proposals or quotations) may be terminated forthwith by either Party in the event of the other being liquidated or having a Judicial Manager appointed over all or part of its activities.
- b) In the event of any Party to this contract being in breach of any of the terms of the written agreement, the other may by written notice require the Party which is in breach, to remedy the breach, and if it has not done so within 7 (seven) days of receipt of such notice, or if the breach is incapable of being remedied, the other Party may, in writing, terminate the Contract without prejudice to its right to claim damages. In all other cases clients will be liable for the full cost of commissioned work once the analysis or service has been signed for.
- c) Cancellations for attendance of Training Courses at Mérieux NutriSciences' training centres are accepted up to 7 working days prior to the commencement of the course. If cancellations are made less than 7 days from commencement date of the course, the full fee as per signed contract/enrollment will be invoiced, and the non-attending delegate will forfeit all rights to reference notes and course materials. Substitute candidates are permitted.
- d) Mérieux NutriSciences reserves the right to cancel scheduled training courses at any time in the event of insufficient enrollments. Applicants will be informed of cancellations in writing and all fees will be refunded in full.

14. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

- a) The rights to any discovery, invention or improvement that may arise from the work are vested in Mérieux NutriSciences and any requests with regard to the transfer thereof must be directed to Mérieux NutriSciences in writing.
- b) All training materials used by Mérieux NutriSciences are copyrighted and may not be copied or be used by anyone other than Mérieux NutriSciences to train third parties.

15. RIGHT TO ADMISSION

- a) The number of delegates per training course is limited and enrollments will be on a first-come, first-served basis.
- b) Mérieux NutriSciences reserves admission rights to all its training courses. Should it become evident during a training course that a delegate does not meet the minimum entrance requirements to the course as contractually agreed upon, or that the delegate is a direct competitor/consultant who did not disclose the full nature