



Buyer Registration

Please ensure this form is completed in full and returned with all the requested supporting documents

admin@hathormedical.co.za

Name of Qualified Medical Professional	
Type of healthcare professional	
ID Number	
HPCSA Registration Number	
Practice Number	
Preferred Contact Number	
Preferred Email Address	

Business Name	
Business Registration Number	
Vat Number	
Physical Address of Business	
Delivery Address if different	

Supporting Documents

- Copy of HPCSA card or proof of registration
- Copy of ID or passport

Terms and Conditions

1. Payments, Returns & Refunds

1.1 Payments All payments are to be made via EFT before orders will be dispatched

1.2 Returns & Refunds Due to the classification and resulting regulations surrounding medical devices no returns or refunds can be issued This is for the safety of all users as proper storage conditions and a carefully controlled supply chain needs to be maintained between the manufacturer and end-user.

2. Product Information and Use

2.1 Product Description The medical devices and injectables sold by Hathor Medical are intended for aesthetic treatments. Detailed product information can be found on the website www.hathormedical.co.za and in the package inserts of each individual product.

2.2 Intended Use & Administration These products are intended for professional medical use only and must be administered by HPCSA-registered medical doctors or dentists with appropriate aesthetics training. Self-administration or administration by unqualified individuals is strictly prohibited. They are designed for specific cosmetic procedures and must be used in accordance with professional training and product specific instructions and guidelines.

2.3 Proper Storage Users are responsible for maintaining appropriate storage conditions as specified in the product literature to ensure the efficacy and safety of the products. Products must be disposed of appropriately should they reach their expiration date.

3. User Responsibilities

3.1 Adherence to Instructions Users are obligated to follow all instructions and guidelines meticulously. This includes adhering to the prescribed methods of administration and storage.

3.2 Professional Medical Advice Users must thoroughly screen patients prior to treatment for any contra-indications, allergies and medical conditions to ascertain the suitability of the product for the patient's specific medical and cosmetic needs.

3.3 Acknowledgment of Responsibility Users acknowledge that the seller is not responsible for any off-label or improper use of the product. Any deviation from good practice, provided instructions and guidelines is at the user's own risk. The seller will not be held liable in any way or form for the misuse of their products.

3.4 Aftercare Instructions Users are solely responsible for the aftercare and management of their patients post procedure in accordance with their professional training and duty of care.

4. Liability Disclaimer

- 4.1 Limitation of Liability** The seller is not liable for any complications or adverse effects resulting from improper storage, screening, training, administration or aftercare.
- 4.2 Off-Label Use** The seller disclaims any liability for off-label use or use not approved by regulatory authorities. Users must adhere strictly to the approved uses of the products.
- 4.3 Maximum Extent Permitted by Law** The seller's liability is limited to the maximum extent permitted by law. Users agree that the seller's total liability for any claims related to the products shall not exceed the purchase price of the products.

5. Risk Acknowledgment

- 5.1 Acknowledgment of Risks** Users acknowledge the potential risks and side effects associated with the elected medical treatments and their respective products. This includes, but is not limited to, allergic reactions, infections, and other medical complications.
- 5.2 Understanding of Risks** Users are required to read and understand all risks before using the products. It is the user's responsibility to be fully informed of the potential side effects and complications.
- 5.3 Assumption of Risks** Users agree to assume all risks associated with the use of the products. The seller is not responsible for any adverse outcomes resulting from the use of the products.

6. Indemnification Clause

- 6.1 Indemnification** Users agree to indemnify and hold harmless the seller from any claims, damages, or expenses arising from the misuse or improper use of the products. This includes any legal fees incurred by the seller in defending against such claims.

7. Governing Law and Dispute Resolution

- 7.1 Governing Law** These terms and conditions are governed by the laws of South Africa. Any disputes arising from these terms and conditions shall be resolved in accordance with South African law.
- 7.2 Dispute Resolution** In the event of a dispute, the parties agree to attempt to resolve the matter through arbitration or mediation before pursuing any legal action. The specific process for arbitration or mediation shall be determined by mutual agreement of the parties.

8. Consent and Agreement

- 8.1 Consent to Terms and Conditions** Users must consent to these terms and conditions before purchasing or using the products. By purchasing or using the products, users confirm that they have read, understood, and agreed to these terms and conditions.
- 8.2 HPCSA-Registered Practitioners** Only HPCSA-registered practitioners with appropriate aesthetics training are permitted to purchase and administer these products to patients. The purchase of these products does not grant the right to resell the products individually or in bulk to third parties.
- 8.3 Administration to Registered Patients** The purchase of the products permits the client to administer the products to their screened and approved clients only, while adhering to any and all ethical and professional standards and norms within the profession.

9. Final Provisions

- 9.1 Severability** If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 9.2 Amendments** The seller reserves the right to amend these terms and conditions at any time. Users will be notified of any changes, and continued use of the products constitutes acceptance of the amended terms and conditions.

10. Additional Provisions

- 10.1 No Warranty** The seller makes no warranties, express or implied, regarding the suitability, efficacy, or safety of the products for any particular purpose. Users assume full responsibility for the use of the products.
- 10.2 Compliance with Laws** Users agree to comply with all applicable laws and regulations governing the use of the products. This includes obtaining any necessary licenses or permits required for the administration of the products.
- 10.3 Record Keeping** Users are required to maintain accurate records of the administration of the products, including patient information, dosage, and any adverse reactions. These records must be made available to regulatory authorities upon request.
- 10.4 Product Recalls** In the event of a product recall, users agree to comply with all instructions provided by the seller or regulatory authorities. This includes ceasing the use of the recalled products and returning them to the seller as directed.

11. Confidentiality and Data Protection

- 11.1 Confidentiality** Users agree to keep all information related to the products, including but not limited to, formulations, procedures, and patient data, confidential and not disclose it to any third party without the seller's prior written consent.
- 11.2 Data Protection** Users must comply with all applicable data protection laws and regulations. Users are responsible for ensuring that any personal data collected during the administration of the products is handled in accordance with these laws and regulations.

12. Intellectual Property

- 12.1 Intellectual Property Rights** All intellectual property rights related to the products, including but not limited to, trademarks, patents, and copyrights, are owned by the seller or its licensors. Users are not granted any rights to use these intellectual property rights except as expressly permitted by the seller.
- 12.2 Prohibition on Reverse Engineering** Users are prohibited from reverse engineering, decompiling, or disassembling the products or any part thereof.

13. Marketing and Advertising

- 13.1 Marketing Restrictions** Users are not permitted to market or advertise the products without the seller's prior written consent. Any approved marketing or advertising must comply with all applicable laws and regulations.
- 13.2 Use of Trademarks** Users are not permitted to use the seller's trademarks, trade names, or logos without the seller's prior written consent.

By purchasing or using the products sold by Hathor Medical, users agree to be bound by these terms and conditions.

Signature of Medical Professional

Date