



MEDIPHARM SOLUTION CENTER

PRODUCTS PAYMENT AGREEMENT

Payment Agreement for Medical Products

MEDIPHARM SOLUTION CENTRE

Parties

Seller: Medipharm Solution Centre **Buyer (Customer): Full name:** _____

Effective Date: ____ / ____ / ____

1. Agreement Summary

The Seller agrees to sell and the Buyer agrees to purchase the medical products described in Section 2. The Buyer will pay a deposit on the Product Price and the remaining balance according to the repayment plan selected by the Buyer. This Agreement is governed by the laws of Kenya.

2. Product Details

Product name(s) and description: _____ **Quantity:** _____
Total Purchase Price (KES): _____ **Invoice/Order No.:** _____

3. Payment Schedule

Deposit paid on signing (KES): _____ **Outstanding Balance (KES):** _____
Repayment option selected by Buyer (tick one):

- ☐ **Equal instalments** over _____ months; instalment amount KES _____ payable on the ____ day of each month
- ☐ **Single lump-sum payment** on or before ____ / ____ / ____ (date)
- ☐ **Other (specify):** _____

Interest on overdue amounts: _____% per month on overdue balance from due date until paid in full.
Accepted payment methods: Cash; Bank transfer; Mobile money; Card. **Payment reference:** _____



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4. Customer Identification and Documentation

Buyer must provide the following before goods are released or credit granted:

- **Full name:** _____
- **Date of birth:** ____ / ____ / ____
- **Nationality:** _____
- **Physical address:** _____
- **Postal address:** _____
- **Phone number:** _____
- **Email address:** _____
- **Passport number or National ID number:** _____
- **Attach copy of passport or national ID:** [] Attached **Additional required documents:**

5. Delivery and Risk

Delivery address: _____ **Expected delivery date:** ____ / ____ / ____ **Risk of loss:** Risk passes to Buyer on delivery. Title to the goods remains with Seller until full payment is received.

6. Warranties and Medical Product Notices

- **Seller warranty:** Seller warrants that products supplied conform to the product description and are free from material defects at the time of delivery.
- **Medical use disclaimer:** Buyer acknowledges that medical products may require professional guidance. Buyer confirms they will seek appropriate medical advice before use and that Seller is not providing medical advice under this Agreement.
- **Returns and recalls:** Returns accepted only in accordance with Seller's returns policy and applicable Kenyan law. Products that are opened, used, or that are prescription-only may not be returnable.

7. Default and Remedies

- **Default:** Buyer is in default if any instalment or payment is not received by the due date.
- **Remedies on default:** Seller may suspend deliveries, charge interest on overdue amounts, recover goods that remain the Seller's property, and recover collection costs and legal fees.
- **Right to repossess:** Seller may repossess unpaid goods where permitted by law.



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8. Data Protection and Use of Personal Information

Buyer consents to Seller collecting, storing, and using personal data provided for the purposes of performing this Agreement, verifying identity, credit checks, and debt recovery. Seller will handle personal data in accordance with applicable Kenyan data protection laws.

9. Assignment and Amendment

Buyer may not assign rights or obligations under this Agreement without Seller's prior written consent. Any amendment must be in writing and signed by both parties.

10. Governing Law and Dispute Resolution

This Agreement is governed by the laws of Kenya. Parties will attempt to resolve disputes amicably. If unresolved, disputes will be referred to the courts of Kenya or to arbitration in Kenya if both parties agree.

11. Electronic Signatures

This Agreement may be executed by electronic signature. An electronic signature has the same effect as a handwritten signature for the purposes of this Agreement.

12. Declarations by Buyer(CUSTOMER)

By signing below the Buyer() confirms:

- **All information provided is true and correct.**
- **They have read, understood, and accepted the terms and conditions of this Agreement.**
- **They consent to the Seller retaining copies of identification and contacting references for verification.**

Required Checklist (to be completed by Company before release of goods)

- **Deposit received: Yes / No**
- **Copy of passport or national ID received: Yes / No**
- **Customer details completed: Yes / No**
- **Repayment option selected and schedule attached: Yes / No**



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Signatures

Buyer (Customer) Full name: _____ Passport/ID No.: _____
Address: _____ Phone: _____
Email: _____ Signature: _____
Date: ____ / ____ / ____

Seller (Medipharma Solution Centre) Representative name: _____ Position: _____
Signature: _____ Date: ____ / ____ / ____