

**SURETYSHIP**

1. **SURETYSHIP**

I, the undersigned,

.....  
(Registration/Identity number: .....) )

**hereby bind myself jointly and severally in my personal capacity in favour of**

**BSN MEDICAL (PTY) LIMITED**

(Registration number: 2001/003941/07)  
("BSN")

**as surety for, and co-principal debtor with the Applicant, namely:**

.....  
(Registration/Identity number: .....) )  
("the Customer")

**for the payment of any amount ("Debt") which is now, or which may at any time in the future become, due and payable by the Customer to BSN and which arises out of, or in connection with, the supply by BSN of goods to the Customer on credit following the approval by BSN of the credit application submitted by the Customer to BSN ("the Credit Agreement"), a copy of which is attached to this suretyship marked "A", or is otherwise available from BSN on request by me.**

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2. **I AGREE THAT I AM NOT ENTITLED TO CLAIM THE FOLLOWING BENEFITS:**

2.1 **the benefit of excussion**, meaning that if the Customer does not pay the Debt as required by the Credit Agreement, BSN may immediately do what is necessary to claim payment of the Debt from me without first attempting to get payment of the Debt from the Customer;

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2.2 **the benefit of division**, meaning that even if I am not the only surety, BSN can claim the full amount of the Debt from me; and

2.3 **the benefit of cession of actions**, meaning that I am not allowed to insist that BSN cedes to me its right to claim payment against the Customer and/or any other surety before I make payment of the Debt.

3. **I ACKNOWLEDGE THAT:**

3.1 **I have read and understood the provisions of the Credit Agreement;**

3.2 **the Credit Agreement is incorporated in, and form part of, this suretyship;**

3.3 **by signing this suretyship, I agree to be bound by the Credit Agreement as if I were the Customer;**

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3.4 **I am bound by all admissions or acknowledgements of indebtedness by the Customer to BSN in respect of the Debt.**

4. **TERMS**

4.1 This suretyship is in addition to, and without prejudice to, any other suretyship or securities held now, or in future, by BSN from, or on behalf of, the Customer.

4.2 **If BSN makes any arrangements with the Customer relating to payment of the Debt, releases any surety or cancels any other suretyship or security given to BSN in relation to the Debt, this will not affect BSN's rights to claim payment of the Debt from me in terms of this suretyship.**

4.3 **I agree that I will not take any steps against the Customer to claim any amount which I may be required to pay under this suretyship until the full amount of the Debt has been paid to BSN.**

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4.4 **I agree that BSN may, without prejudice to its rights against me, recover from me the whole Debt,** but:

4.4.1 if I pay the whole Debt to BSN, after I have done so, BSN will cede to me its claim against the Customer; or

4.4.2 if, after I have paid a part, or the whole, of the Debt to BSN, BSN receives any amount from the Customer, BSN must pay to me any amounts which it receives in excess of its claim against the Customer, taking into account any amount paid by me in terms of this suretyship.

4.5 **BSN will apply any monies received by it from me:**

4.5.1 **firstly to satisfy any due or unpaid interest;**

4.5.2 **secondly, to satisfy any due or unpaid fees or charges; and**

4.5.3 **lastly, to reduce the amount of the Debt.**

5. **CREDIT ASSESSMENT AND CREDIT INFORMATION OF SURETY**

5.1 **I authorise BSN to, at any time:**

5.1.1 **verify any information provided by me to BSN by any means including the carrying out of credit bureau and third party checks; and**

5.1.2 **receive from any credit bureau or third party any consumer credit information (as defined in section 70 of the National Credit Act, 2005) about me or to any entity (including any trust) in which I have an interest, or of which I am a member, trustee, manager, director or officer (collectively "My Credit Information") to establish my compliance record, my creditworthiness and/or my state of indebtedness.**

5.2 **I acknowledge and agree that:**

5.2.1 **BSN may transmit to its credit bureau:**

5.2.1.1 **information about this suretyship;**

5.2.1.2 **information about my breach of any provision of this suretyship;**

5.2.2 **BSN's credit bureau may provide 3<sup>rd</sup> parties with a credit profile on me and a credit score on my creditworthiness; and**

5.2.3 **BSN may disclose My Credit Information to any third party with whom I have, or intend to have, any credit relationship, including any holding company or subsidiary of BSN.**

6. **TERMINATION OF SURETYSHIP**

**I agree that I may not revoke or terminate this suretyship and that I will only be released from this suretyship by way of a written release signed by BSN.**

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7. **GENERAL**

7.1 Unless otherwise specified, any notice or communication in terms of this agreement sent by BSN:

7.1.1 **must be in writing to be effective;**

7.1.2 **must be sent by hand, telefax, registered post or e-mail to the addresses/telefax numbers below, which physical address I have selected as my domicilium citandi et executandi:**

.....  
.....  
.....  
[P O Box .....]

Telefax no.: .....

E-mail: .....

7.2 I may change my address/telefax number to any other address/telefax number within South Africa. Such change will only take effect upon receipt or deemed receipt of such notice by BSN.

7.3 Any notice or communication shall:

7.3.1 if delivered by hand during business hours to the person apparently in charge of the premises which I have selected for the delivery of notices, be deemed to have been received on the date of delivery;

7.3.2 if sent by registered post to my selected address, be deemed to have been received 6 days after posting;

7.3.3 if telefaxed to my selected telefax number, be deemed to have been received on the first business day following the date of transmission; and

7.3.4 if sent by e-mail to my selected e-mail address, be deemed to have been received on the first business day following the date on which it has been transmitted from the information system under the control of BSN.

7.4 Any written notice or communication which I have actually received is deemed to be sufficient notice even if it has not been sent in the manner or to the address/telefax number provided for in this clause 7.

7.5 Any extension of time, indulgence or other relaxation which may be given by me or by BSN shall not in any way prejudice BSN's rights, nor be regarded as a waiver of BSN's rights, unless it is a written waiver signed by BSN and me.

7.6 The terms and conditions of this suretyship are the whole agreement between BSN and me on the subject matter hereof.

7.7 No variation, alteration, novation or addition to this suretyship, and no waiver by me or by BSN of any of our respective rights set out in this suretyship is of any force or effect unless it is recorded in writing and signed by BSN and me.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20....

\_\_\_\_\_  
.....

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20....

\_\_\_\_\_  
**SPOUSE – IF MARRIED IN COMMUNITY  
OF PROPERTY**