

APPLICATION FOR CREDIT FACILITIES

(incorporating a Deed of Suretyship)

Please complete all requested fields and attach the supporting documents listed below. The completed application may be emailed to accounts@biofusion.co.za.

1 APPLICATION CHECKLIST

General documents required

- Copy of the owner's, partners', directors' or members' ID document(s), or passport(s) for foreign nationals.
- Business letterhead showing the trading name and business address.
- Resolution authorising the signatory(ies) to sign the credit application, where applicable.
- Complete this Application for Credit Facilities in full.
- Initial every page in the space provided.
- Sign the final page in full by the owner, partner, director, member or duly authorised signatory(ies), together with two witnesses. Each natural-person signatory must complete the identity/passport and surety acknowledgement fields unless THE CREDITOR has expressly waived suretyship in writing.

Additional document required by entity type

Entity type	Supporting document
Partnership	Partnership agreement.
Close Corporation	Most recent Founding Statement and Certificate of Incorporation (Form CK1), Certificate of Change of Name (CK2, if applicable), and Amended Founding Statement (Form CK2 or CK2A, if applicable).
South African Company	Most recent Certificate of Incorporation (Form CM1), Certificate of Change of Name (Form CM9, if applicable), and Notice of Registered Office and Postal Address (Form CM22).
Foreign Company	Official document issued by the relevant authority in the country of incorporation confirming the company's incorporation, name, registration number and incorporation address.
Trust	Trust Deed and all Acceptances of Trust.
Company Not for Gain / Other Legal Person	Memorandum of Association, constitution or other founding document under which the legal person was created.

Please retain a copy of the completed and signed application for your records.



2 APPLICANT INFORMATION

I/We, the undersigned, referred to as "THE APPLICANT", apply to open an account with BioFusion Implant Solutions (Pty) Ltd, Registration No. 2026/188963/07, referred to as "THE CREDITOR".

Entity type

☐ Sole Owner ☐ Partnership ☐ Company ☐ Close Corporation ☐ Trust ☐ Other

Registered Name**Registration No.****Trading As****VAT Registration No. (if applicable)****Nature of Business****Year Commenced Business (current form)****E-Mail****Tel No.****Fax No.****Premises**

☐ Own ☐ Rent

If rented, name of landlord**Addresses****Postal Address****Physical Address****Delivery Address****Registered Address (if Company/CC/Trust)****Postal Code****Maximum Credit Limit
Required (R)**

* Maximum credit limit requested is for assessment purposes only.



3 ACCOUNT, BANKING AND REFERENCE INFORMATION

Accounts Department

Contact Person _____ Tel No. _____
Fax No. _____ E-Mail _____

Banker Information

Bank _____
Branch Name _____
Branch Code _____
Account Name _____
Account No. _____

Directors / Members / Partners / Proprietor / Trustees

Full Name	Identity No.	Address

Trade References

Name	Account No.	Contact Phone No.

By proceeding to the Terms and Conditions, THE APPLICANT confirms that the information provided in this application is intended to support BioFusion's assessment of the requested account and credit facilities.

4 TERMS AND CONDITIONS OF SALE

THE APPLICANT, or its duly authorised agent whose signature appears on the final page, applies for credit facilities with THE CREDITOR and irrevocably accepts the following terms and conditions.

IMPORTANT TERMS NOTICE

Certain provisions in this application regulate or limit liability and risk, impose indemnities or other obligations on THE APPLICANT, make THE APPLICANT responsible for loan items and related courier costs, require cooperation with product-safety actions, and create personal suretyship obligations for natural-person signatories. These provisions are subject to all rights and liabilities that cannot lawfully be excluded. THE APPLICANT and each SURETY should read the Terms and Conditions and Deed of Suretyship carefully before signing and may obtain independent legal advice.

Initials confirming this notice was drawn to your attention: **Applicant** _____ **Surety 1** _____ **Surety 2** _____

INTERPRETATION, AGREEMENT AND CREDIT TERMS

1. Unless the context requires otherwise, words in the singular include the plural and vice versa, and references to one gender include the other gender.
2. This document constitutes the entire agreement between the parties. Any other terms, whether express or implied, are excluded, and no variation, addition, cancellation or alteration will be effective unless recorded in writing and signed by the parties or their duly authorised signatories.
3. A certificate signed by the credit manager or a director of THE CREDITOR stating the amount owing by THE APPLICANT and that the amount is due, owing and unpaid shall constitute prima facie evidence of those facts for the purpose of any action, application, insolvency proof of debt or other proceeding, unless rebutted by THE APPLICANT.
4. Unless amended in writing and signed by a director or credit manager of THE CREDITOR, the credit terms granted to THE APPLICANT are 30 (thirty) days net. Where the National Credit Act, 34 of 2005, or any other mandatory law applies, the credit terms, fees, charges and interest shall at all times be subject to that law.
- 4A. A 5% (five percent) discount applies to Cash on Delivery (COD) purchases, provided payment is received by THE CREDITOR in cleared funds prior to or on delivery. The discount applies to the invoiced goods value unless otherwise agreed in writing by THE CREDITOR.
5. If THE APPLICANT defaults on an amount that has been due and owing for 60 (sixty) days net or more, THE CREDITOR may charge interest at 2% (two percent) per month on the outstanding balance, or the maximum rate permitted by applicable law, whichever is lower, from the date on which the amount became 60 days overdue until payment in full.
6. If THE APPLICANT defaults on any amount that has become due and owing, that default constitutes a breach of this agreement. THE CREDITOR may enforce the relevant provisions of this agreement and declare the full balance of all amounts owing or outstanding, whether due or not, immediately due, owing and payable, without further notice to THE APPLICANT.
7. If THE APPLICANT disputes any item on its statement of account, THE APPLICANT must deliver written notice of the objection to THE CREDITOR within 7 (seven) days of becoming aware of it. Failing this, THE APPLICANT accepts the statement as true and correct in all respects.

JURISDICTION AND ARBITRATION

8. Subject to applicable law, the parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944, as amended, to the jurisdiction of a Magistrates' Court having jurisdiction in respect of any action or proceeding arising from this agreement, even if the amount claimed would otherwise exceed that court's monetary jurisdiction. THE CREDITOR may nevertheless institute proceedings in any other court of competent jurisdiction. Legal costs and collection costs may be recovered from THE APPLICANT to the extent permitted by law and as awarded or allowed by the relevant court or tribunal.
9. THE CREDITOR may, but is not obliged to, submit any dispute between the parties to arbitration, whether or not legal action has already commenced.
 - 9.1 The arbitration shall be held in South Africa at the place of THE CREDITOR's principal place of business, unless the parties agree otherwise. The arbitrator shall be agreed in writing by the parties. If they do not agree within 10 (ten) business days after a written request to appoint an arbitrator, either party may request the Arbitration Foundation of Southern Africa (AFSA) to appoint the arbitrator. The arbitration shall be conducted under the AFSA Commercial Rules then in force, to the extent consistent with this agreement.

- 9.2** The arbitrator may determine appropriate procedures for pleadings, discovery, evidence and the efficient conduct of the matter, but shall determine the dispute in accordance with the laws of the Republic of South Africa.
- 9.3** The arbitrator's award shall be final and binding and may be made an order of any court of competent jurisdiction, subject to any review or other right that cannot lawfully be excluded under the Arbitration Act 42 of 1965 or other applicable law.
- 9.4** The arbitrator shall determine liability for the costs of the arbitration. Where THE CREDITOR is substantially successful, the arbitrator may award THE CREDITOR its reasonable legal and collection costs, including attorney-and-client costs where justified and permitted by law.
- 9.5** Any taxation or assessment of legal costs required in connection with the arbitration shall be dealt with in accordance with the applicable AFSA rules or, where appropriate, by a competent taxing authority.
- 9.6** Nothing in this arbitration clause prevents either party from approaching a competent court for urgent interim or protective relief, or from enforcing an arbitration award.

DOMICILIUM, NOTICES AND CHANGES TO APPLICANT DETAILS

- 10.** THE APPLICANT and the signatories on the final page choose their respective physical addresses recorded in the Applicant Information section as their domicilium citandi et executandi for all purposes of this agreement. The same applies to any ancillary document accepted by THE CREDITOR that bears THE APPLICANT's name.
- 10.1** All notices to a party shall be addressed to that party at its chosen domicilium and sent by pre-paid registered post or delivered by hand.
- 10.1.1** A notice sent by pre-paid registered post is deemed to have been received on the fourth day after posting, unless the contrary is proved.
- 10.1.2** A notice delivered by hand is deemed to have been received on the date of delivery if that date is a business day, or otherwise on the next business day, unless the contrary is proved.
- 10.2** Either party may change its domicilium by written notice to the other party. The change becomes effective 14 (fourteen) days after delivery of the notice.
- 11.** THE APPLICANT and the signatories warrant that all addresses recorded in the Applicant Information section, including the delivery address, are correct for all purposes connected with this agreement and the delivery of goods. THE APPLICANT must notify THE CREDITOR promptly in writing of any change to its postal, physical, delivery or registered office address, or the address of its auditor. THE APPLICANT bears the onus of proving that notice was given and assumes any direct or indirect loss or damage arising from THE CREDITOR's use of, or reliance on, an address recorded in this application where THE APPLICANT failed to notify THE CREDITOR of a change.
- 12.** THE APPLICANT must notify THE CREDITOR in writing within 21 (twenty-one) days of any change in ownership of THE APPLICANT's business, sale of the business to a third party, share transaction affecting majority ownership, change in the form of the business, conversion between a sole proprietorship, partnership, trust, company or close corporation, or sale of a percentage of ownership in the business.
- 12.1** If THE APPLICANT fails to give the required notice in any of the circumstances above, that failure constitutes a breach of this agreement. THE CREDITOR may call for the entire balance owing, whether due or not, which will immediately become due and payable, and may, without notice:
- 12.1.1** cancel this credit application immediately; or
- 12.1.2** abide by this application and claim any direct or indirect damages flowing from the breach; and
- 12.1.3** hold THE APPLICANT responsible.
- 12.2** The same rights apply if THE APPLICANT is a close corporation and sells its business, whether by transfer of 100% (one hundred percent) of its members' interest or by sale of the business out of the entity. THE APPLICANT must notify THE CREDITOR in writing within 7 (seven) days of such sale. Failure to do so constitutes a breach, and THE CREDITOR may exercise the rights set out in clause 12.1 without notice.
- 12.3** If THE APPLICANT fails to notify THE CREDITOR of any of the changes described above, THE APPLICANT may not raise estoppel as a defence. This agreement shall terminate on the death of the sole proprietor or of the business, or on the death of all sureties to the agreement.

CESSION, SECURITY, ORDERS AND DELIVERY ACCEPTANCE

- 13.** THE CREDITOR may, at any time and in its sole discretion, cede all or any of its rights under this application for credit facilities to a third party without prior notice to THE APPLICANT. This does not release THE APPLICANT from any obligation under this agreement.

14. THE APPLICANT irrevocably cedes, pledges, assigns, transfers and makes over to THE CREDITOR all of its right, title, interest, claim and demand in and to all claims, debts and book debts of every nature that THE APPLICANT now has or may in future have against any person or entity ("THE APPLICANT'S debtors"), as continuing covering security for every amount now or in future owing by THE APPLICANT to THE CREDITOR, and for every obligation THE APPLICANT is or may become bound to perform in favour of THE CREDITOR.
 - 14.1 If THE APPLICANT has entered into prior deeds of cession or otherwise disposed of any right, title or interest in debts that would otherwise be subject to this cession, this cession shall operate over all remaining rights of THE APPLICANT.
 - 14.2 THE CREDITOR may at any time give notice of this cession to any or all of THE APPLICANT'S debtors.
 - 14.3 To give effect to THE CREDITOR's rights under this cession, THE APPLICANT shall, within 3 (three) days of written demand by THE CREDITOR, provide access to and/or a list of its book debts and records, and THE CREDITOR may take possession of those records to give effect to the cession.
15. To the fullest extent permitted by applicable law, THE CREDITOR gives no warranty in addition to any mandatory statutory warranty and any written manufacturer warranty expressly applicable to the goods. Where the Consumer Protection Act 68 of 2008 applies, nothing in this agreement excludes or limits THE APPLICANT's rights to safe, good-quality goods or the implied warranty of quality, or any other right that may not lawfully be excluded. Where the Consumer Protection Act does not apply, the goods are supplied in accordance with the manufacturer's specifications and applicable written warranty, and any other implied warranty is excluded to the extent permitted by law. No representative may create an additional warranty on behalf of THE CREDITOR unless it is recorded in writing and authorised by a director of THE CREDITOR.
16. An order submitted from an e-mail address, ordering system, account, purchase order or other channel used by THE APPLICANT and reasonably appearing to be authorised may be accepted by THE CREDITOR as an order of THE APPLICANT. THE APPLICANT must promptly notify THE CREDITOR in writing of any unauthorised access, compromised account or withdrawal of an ordering authority. This clause does not make THE APPLICANT liable for an order where THE CREDITOR knew, or ought reasonably to have known, that the order was unauthorised.
- 16A. Supplier-Ordered Items. Where an item is not held in stock by THE CREDITOR and must be ordered from a supplier or manufacturer, the standard lead time is 2 (two) weeks from the date on which THE CREDITOR confirms that the supplier order has been placed. The lead time is subject to supplier availability and may be affected by import, customs, regulatory, transport, courier or other delays beyond THE CREDITOR's reasonable control. THE CREDITOR will communicate any material delay to THE APPLICANT as soon as reasonably practicable.
17. Set-off shall operate when reciprocal debts between THE CREDITOR and THE APPLICANT come into existence, at the election of THE CREDITOR alone. THE CREDITOR need not give notice, and when set-off is implemented, the debts shall be extinguished to the extent of the lesser debt.
18. Signature of a delivery note, proof of delivery or other written acknowledgement by THE APPLICANT or its representative constitutes prima facie evidence that the goods identified in that record were delivered and received in apparent good order. This does not waive any right relating to a latent defect, product safety issue or other right that cannot lawfully be excluded.

PRODUCT LIABILITY, RISK, RETURNS AND REFUNDS

19. THE APPLICANT acknowledges that THE CREDITOR is generally a distributor and not the manufacturer of the goods. Nothing in this agreement excludes or limits any statutory liability of THE CREDITOR that cannot lawfully be excluded, including liability that may arise under section 61 of the Consumer Protection Act 68 of 2008 where applicable. To the fullest extent permitted by law, THE APPLICANT indemnifies THE CREDITOR against claims, losses, costs or damages caused by THE APPLICANT's breach of this agreement, negligence, misuse, improper storage or handling, use after expiry, unauthorised modification or reprocessing, use contrary to manufacturer instructions, use of unconfirmed or incompatible components, failure to comply with a recall or safety notice, or independent clinical decision-making, except to the extent that the claim, loss, cost or damage was caused by THE CREDITOR's gross negligence, wilful misconduct or other liability that cannot lawfully be excluded.
20. Subject to any mandatory law governing delivery and risk, risk in purchased goods passes to THE APPLICANT when the goods are delivered to THE APPLICANT or its nominated delivery address. If THE APPLICANT independently nominates or appoints a carrier, risk passes when the goods are handed to that carrier, to the extent permitted by law. Where THE CREDITOR arranges delivery, proof of delivery to the nominated address constitutes prima facie evidence of delivery. Ownership of loan kits and loan items never passes to THE APPLICANT.

21. Where the correct goods have been supplied and THE APPLICANT requests a discretionary return for reasons not attributable to THE CREDITOR, THE CREDITOR may, subject to applicable law and prior return authorisation, charge a reasonable handling fee of up to 10% (ten percent). Discretionary returns are at THE APPLICANT's risk and cost until received and checked by THE CREDITOR. This clause does not limit any mandatory right to return defective, unsafe, recalled or incorrectly supplied goods.
- 21A. No discretionary refund, credit or exchange will be granted for goods that have been used, opened, altered, or returned with damaged, compromised or incomplete packaging, including compromised sterile packaging. This restriction does not apply where the goods are defective, unsafe, incorrectly supplied or subject to a recall, or where applicable law otherwise requires a refund, replacement, repair, credit or return.
- 21B. Loan Kits and Loan Items. Any surgical kit, prosthetic kit, instrument, component or other item supplied by THE CREDITOR on loan remains the property of THE CREDITOR at all times. THE APPLICANT is responsible for its safekeeping from delivery until it is physically received back and checked by THE CREDITOR. Unless THE CREDITOR agrees otherwise in writing, the maximum loan period is 14 (fourteen) calendar days from delivery. Loan items must be returned complete, by the agreed return date, and in the condition supplied subject to reasonable authorised use. THE APPLICANT may not lend, transfer or deliver a loan item to another practice or third party without THE CREDITOR's prior written consent. THE APPLICANT is responsible for lost, missing, damaged, overdue or unreturned loan items and may be charged the reasonable repair or replacement cost. Unless otherwise agreed in writing, THE APPLICANT bears the reasonable cost of return or collection; if THE CREDITOR arranges a courier or collection on THE APPLICANT's behalf, that charge may be invoiced to THE APPLICANT. THE CREDITOR bears the reasonable return courier cost where return is required because THE CREDITOR supplied an incorrect item, a product recall or field safety corrective action requires return, or THE CREDITOR otherwise accepts responsibility in writing.

MEDICAL DEVICE REGULATORY, SAFETY AND TRACEABILITY

43. The notice addresses and contact details recorded for THE APPLICANT may be used for notices to each SURETY unless the SURETY notifies THE CREDITOR in writing of replacement contact details. A change is effective when received by THE CREDITOR.
44. This suretyship remains in force until all obligations of THE APPLICANT to THE CREDITOR have been fully and finally discharged, notwithstanding intermediate or temporary settlement of an account balance, cancellation of the credit facility, termination of this agreement, business restructuring or any other event that does not by law discharge the suretyship.
45. No release, discharge, compromise or variation of a SURETY's obligations is effective unless it is recorded in writing and signed by a director or duly authorised financial manager of THE CREDITOR and expressly identifies the SURETY and the extent of the release, discharge, compromise or variation.
46. This suretyship is additional to any other suretyship, guarantee or security held by THE CREDITOR. THE CREDITOR may, to the extent permitted by law, release, compromise or vary another security without thereby releasing a SURETY under this deed unless THE CREDITOR expressly agrees otherwise in writing.
47. Where more than one person signs as SURETY, each suretyship is separate and severable. The invalidity or unenforceability of one suretyship does not of itself invalidate another. For purposes of section 6 of the General Law Amendment Act 50 of 1956, the terms of this suretyship are embodied in this written application and each SURETY must sign it. Any electronic signature used for the suretyship must satisfy the formalities required by applicable law.
48. THE APPLICANT understands that personal information supplied in this application may be processed by THE CREDITOR for legitimate purposes including credit assessment, account administration, order fulfilment, fraud prevention, debt collection, compliance, legal proceedings and the exercise or defence of legal rights. THE APPLICANT confirms that information supplied is accurate and complete and undertakes to update material changes.
49. To the extent permitted by applicable law, THE APPLICANT authorises THE CREDITOR to verify information relevant to the credit application with credit bureaus, financial institutions, trade references, suppliers and other lawful information sources, including information about payment history, purchasing history and the duration and nature of trading relationships.
50. Information received in confidence from a third party about THE APPLICANT may be used only for the purpose for which it was lawfully obtained, for a compatible lawful purpose, or as otherwise permitted or required by law.

51. THE APPLICANT warrants that it is authorised to provide the personal and business information contained in this application and that, where it provides information relating to another person, it has a lawful basis to do so.
52. To the extent permitted by applicable law, THE APPLICANT authorises THE CREDITOR to furnish relevant credit and payment information concerning THE APPLICANT's dealings with THE CREDITOR to a credit bureau and to provide a trade reference to a third party with a legitimate purpose, subject to applicable confidentiality and data-protection requirements.
42. For service of legal process, each SURETY chooses the physical address of THE APPLICANT recorded in this application as that SURETY's domicilium citandi et executandi unless the SURETY provides THE CREDITOR with a different domicilium in writing.

GENERAL PROVISIONS

22. Any condonation, relaxation, indulgence or grace by THE CREDITOR in respect of a breach of this agreement, including acceptance of late payment, does not operate as a waiver of any of THE CREDITOR's rights or prevent THE CREDITOR from requiring strict compliance by THE APPLICANT. No such conduct constitutes a renewal or novation of this agreement.
23. No term that differs from these terms and conditions and is introduced by THE APPLICANT has any force or effect unless THE CREDITOR expressly and unambiguously agrees to it in writing. THE CREDITOR is not deemed to have agreed merely because it executes an order containing inconsistent terms or does not reject those terms.
24. THE CREDITOR does not appoint any Post Office as its agent for payments by post. Payments must be made to THE CREDITOR's place of business from which the goods were ordered. If payment is lost or mislaid in the post, THE APPLICANT remains liable. An electronic payment is not treated as payment received until the amount reflects in THE CREDITOR's bank account.
25. THE APPLICANT warrants that no representative of THE CREDITOR, before or during conclusion of this agreement or in connection with it, induced the purchase of goods or misrepresented the sale in a manner on which THE APPLICANT relied to its detriment. In dealing with THE CREDITOR and its representatives, THE APPLICANT acknowledges that it understands this agreement and accepts responsibility for the consequences of purchases made under it.
26. THE CREDITOR may increase or otherwise vary the credit limit available to THE APPLICANT annually or from time to time. Each clause, or part of a clause, is severable from the others. If any provision is invalid or unenforceable, the remaining conditions of sale remain in full force and effect.
27. Each clause, or part of a clause, is severable from the others. If any provision is invalid or unenforceable, the remaining conditions of sale remain in full force and effect.
28. THE APPLICANT and the signatories warrant that the information submitted in this application is true and correct and confirm that they are familiar with these terms and conditions, which are incorporated into and form part of this application.

5 DEED OF SURETYSHIP

IMPORTANT - PERSONAL SURETYSHIP: This section creates personal liability for each natural person who signs the application on behalf of THE APPLICANT, unless THE CREDITOR expressly waives the suretyship in writing. Read this section carefully before signing and obtain independent legal advice if required.

29. Every natural person who signs this application on behalf of THE APPLICANT ("the SURETY") thereby binds themselves in their personal and individual capacity as surety for, and as co-principal debtor jointly and severally with, THE APPLICANT in favour of THE CREDITOR, for the full and punctual performance of all THE APPLICANT's obligations to THE CREDITOR under this agreement, including, without limitation, payment of all monies due by THE APPLICANT, whether as damages or otherwise.
30. This suretyship is unlimited as to amount.
31. For the purpose of receiving process commencing legal proceedings, including arbitration proceedings, the SURETY chooses as domicilium citandi et executandi the domicilium citandi et executandi of THE APPLICANT recorded in this application.
32. The SURETY chooses as the addresses and fax number for written notices between THE CREDITOR and the SURETY the notice addresses and fax number of THE APPLICANT recorded in this application.
33. This suretyship remains in force as a continuing covering security during the currency of this agreement and until all obligations of THE APPLICANT to THE CREDITOR have been discharged in full, even where payments temporarily discharge the outstanding balance. If THE CREDITOR cancels this agreement because of breach by THE APPLICANT, or if the agreement otherwise terminates, this suretyship remains in force until THE APPLICANT's obligations to THE CREDITOR have been discharged in full.

34. No undertaking, agreement or representation made or purportedly made on behalf of THE CREDITOR that has the effect of releasing or discharging the SURETY, in whole or in part, is effective unless recorded in writing and signed by the Financial Manager or a Director of THE CREDITOR and expressly stating that the SURETY is released or discharged.
35. This suretyship is additional to any other suretyship or security that THE CREDITOR may hold or later obtain for performance of THE APPLICANT's obligations. THE CREDITOR may, in its sole discretion, release, discharge, compromise or consensually vary any other suretyship or security without extinguishing, limiting or prejudicing THE CREDITOR's rights against the SURETY under this suretyship.
36. If more than one person binds themselves as surety, whether in this agreement or separately, each person is deemed to have entered into a separate and distinct suretyship. If any other suretyship is unenforceable for any reason, that does not extinguish, limit or otherwise reduce THE CREDITOR's rights against any other SURETY under this clause.

By signing the application, each natural-person signatory acknowledges the suretyship provisions above and the obligations they create in their personal capacity.

6 CONSENT - DISCLOSURE OF PERSONAL INFORMATION

37. THE APPLICANT understands that the personal information provided in this application will be used by THE CREDITOR to assess THE APPLICANT's creditworthiness. THE APPLICANT confirms that the information is accurate and complete and agrees to update it when necessary or when requested, failing which THE CREDITOR will not be liable for inaccuracies arising from outdated information.
38. THE APPLICANT consents to THE CREDITOR contacting and requesting information from any person, credit bureau or business, including those named in this Credit Application, and obtaining information relevant to THE APPLICANT's credit assessment, including amounts purchased from suppliers per month, the length of the supplier relationship, the type of goods or services purchased, and the manner and timing of payment.
39. THE APPLICANT agrees that information provided in confidence to THE CREDITOR by a third party about THE APPLICANT may be used for the purpose for which the information was provided or as permitted by legislation.
40. THE APPLICANT warrants that the information provided to THE CREDITOR under this application is true and correct.
41. THE APPLICANT consents to and authorises THE CREDITOR to provide personal and credit information concerning THE APPLICANT's dealings with THE CREDITOR to a credit bureau and to any third party seeking a trade reference regarding THE APPLICANT's dealings with THE CREDITOR.

7 ACKNOWLEDGEMENT AND SIGNATURES

By signing below, THE APPLICANT warrants that each signatory is authorised to sign on its behalf and confirms that the Terms and Conditions, Deed of Suretyship and Consent provisions form part of this application. Each natural-person signatory further confirms that the IMPORTANT TERMS NOTICE and PERSONAL SURETYSHIP notice were drawn to their attention, that they had a reasonable opportunity to read them, and that, unless THE CREDITOR expressly waives suretyship in writing, they sign both in their stated representative capacity and in their personal capacity as SURETY and co-principal debtor.

Signed at _____

Date _____

APPLICANT / AUTHORISED SIGNATORIES	WITNESSES
1. Name: _____ ID / Passport: _____ Capacity: _____ Signature: _____ Surety initials: _____	1. Name: _____ Signature: _____
2. Name: _____ ID / Passport: _____ Capacity: _____ Signature: _____ Surety initials: _____	2. Name: _____ Signature: _____

Submission of this application does not oblige THE CREDITOR to grant credit facilities or any particular credit limit.