

Osiris Healthcare CC (2002/024019/23)

(hereinafter referred to as "Osiris")

CREDIT APPLICATION FORM

(Hereinafter referred to as "this Credit Application")

1. Hospital Practice Name: _____

2. Registration Number: _____

(Hereinafter referred to as "the Customer")

3. License number: _____.

4. VAT Number: _____.

5. Delivery address: _____

6. Postal address: _____

7. Accounts Email: _____

8. Telephone number: _____

9. Approved Buyer: _____

10. Email: _____

11. Telephone number: _____

12. Cellular Number: _____

14. Provide the following in respect of executive directors only

Full Names:	
Identity Number (<i>attach copy</i>):	
Residential Address:	
Cell Number:	
Home Telephone Number:	
E-mail Address:	

Full Names:	
Identity Number (<i>attach copy</i>):	
Residential Address:	
Cell Number:	
Home Telephone Number:	
E-mail Address:	

Full Names:	
Identity Number (<i>attach copy</i>):	
Residential Address:	
Cell Number:	
Home Telephone Number:	
E-mail Address:	

Checklist for Supporting Documents:

- CIPC Registration Document
- ID Copies of Directors
- Hospital Licenses
- Signed Credit Application Form

Email: accounts@osirishealthcare.co.za

Tel: +27 11 623 2170

Fax: +27 11 623 2172

ACKNOWLEDGMENT OF DEBT AND PERSONAL SURETYSHIP

We, the undersigned do hereby bind ourselves jointly and severally to Osiris Healthcare CC (registration number 2002/024019/23) (hereinafter referred to as "the supplier"), its successors in title and assigns, as sureties for and co-principal debtors in solidum with _____ (registration number _____) (hereinafter referred to as "the principal debtor") for the due and punctual payment and performance by the principal debtor of all debts and obligations of whatsoever nature and howsoever arising which the principal debtor now owes or may from time to time hereafter owe to the creditor (all of which debts and obligations are hereinafter referred to as "the obligations").

As part of our liability in terms hereof, we bind ourselves as aforesaid to pay the amount of all costs, charges and expenses of whatever nature including, but without derogating from the generality of the aforesaid, legal costs and collection, commission as between attorney and client incurred by the creditor in securing or endeavouring to secure fulfilment of the obligations as well as my/our obligations hereunder.

The rights of the creditor under this suretyship shall in no way be affected or diminished if the creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations of the principal debtor.

In circumstances where the - principal debtor's obligations to the creditor are reduced or extinguished in terms of an approved and/or duly implemented business rescue plan as contemplated in chapter 6 of the Companies Act, Act 71 of 2008, as amended from time to time ("the Act") and/or pursuant to any compromise or scheme effected in terms of section 155 of the Act; and/or principal debtor is released from all or any of its obligations to the creditor pursuant to an approved and/or duly implemented business rescue plan as contemplated in chapter 6 of the Act and/or pursuant to any compromise or scheme effected in terms of section 155 of the Act,

then we agree that our liability in terms of this suretyship shall not be so reduced or extinguished and that I/we shall not be released from my/our liability in terms hereof and we agree that we shall continue to remain liable to the creditor for the full amount of the indebtedness of the principal debtor to the creditor prior to the approval or implementation of the aforesaid business rescue plan and/or prior to any such compromise or scheme being implemented, as the case may be.

This suretyship shall remain in full force and effect notwithstanding - any fluctuation in or temporary extinction for any period whatever of the obligations; or upon the death or sequestration of myself/any one or all of us or my/any one or all of us suffering legal disability, until such time as the obligations have been discharged in full.

Notwithstanding that this suretyship may –

for any reason whatever be held to be or become not binding in whole or in part upon any of us; and not be signed by any of us, it shall be and remain of full force and effect and binding upon the others of us.

I/we hereby renounce the benefits of the legal exceptions "excussio", "divisio", "de duobus vel pluribus reis debendi", "no value received", "cessio of action", "non causa debiti", "errore calculi" and "non numeratae pecuniae" and "revision of accounts", (the meanings of which are set out at the end of this suretyship) with the meaning and effect of all of which we declare ourselves to be fully acquainted and which are set out in the explanatory note attached hereto.

We hereby agree and consent that the creditor shall, at its option, be entitled to institute any legal proceedings which may arise out of or in connection with this deed of suretyship at the election of the creditor, in – any magistrate's court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such magistrate's court; or the High Court of South Africa, South Gauteng Division, to which jurisdiction I/we hereby consent.

I/we hereby choose domicilium citandi et executandi at the addresses set out in clause 1 above at which addresses all notices and communications may be addressed to me/us and all notices addressed to me/us at the said addresses and despatched by prepaid registered post shall be deemed to have reached me/us seven days after the date of posting.

A certificate under the hand of any chartered accountant nominated by the creditor as to the existence and amount of the indebtedness of the principal debtor and of ourselves to the creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued due thereon and the rate of interest applicable thereto and as to any other fact, matter or thing relating to the indebtedness of the principal debtor and of myself/ourselves to the creditor shall be prima facie proof of the contents and correctness thereof and the amount of my/our indebtedness hereunder for the purpose of provisional sentence or summary judgment or any other proceedings against me/any one or all of us in any competent court, and shall be valid as a liquid document for those purposes. It shall not be necessary to prove the appointment of the person signing any such certificate.

Each provision in this suretyship is severable the one from the other and if any provision is found by any competent court to be defective or unenforceable for any reason whatever, the remaining provisions shall be of full force and effect and continue to be of full force and effect.

In this suretyship, unless the context clearly indicates a contrary intention, an expression which denotes the singular includes the plural and vice versa and an expression which denotes a natural person shall include an artificial person and vice versa.

Signed by the executive directors at _____ on _____ 2020 in our personal capacity as surety and co-principal debtor for and on behalf of the "Debtor".

Full Names: _____

ID Number: _____

Signature: _____

Full Names: _____

ID Number: _____

Signature: _____

Full Names: _____

ID Number: _____

Signature: _____