

Bank
Enterprise no.

AGREEMENT FOR SURETY from a consumer

By consumer is meant a physical person when the purpose of the guarantee for the guarantor is not primarily linked to the guarantor's business, cf. the Norwegian Financial Agreement Act § 57.

Customer no.:

Details of guarantor	
Name, address	Nat. ID no./Enterprise no.

Details of borrower	
Name, address	Nat. ID no./Enterprise no.

Guarantee is hereby given for a maximum of (amount guaranteed):

Amount	Amount in block letters
<p>This security amount is the upper limit in Norwegian kroner that the bank/company may demand of the guarantor according to General Terms Item 1 but with the following additions: Even if the limit (the guarantee amount) is exceeded, The bank/company always retains right to demand default costs in the event of the guarantor's own default.</p> <p><input type="checkbox"/> The guarantor's liability also exceeds the limit of the security amount bearing in mind the loan interest and costs in the event of the borrower's default.</p>	

as security against the following loan, credits or other obligations that the borrower has towards the bank/enterprise:

Specification of the loan/credits/obligations
<i>See general guarantee terms, item 1</i>
One of the boxes must be crossed off
<p><input type="checkbox"/> The guarantee is a comprehensive guarantee that covers the whole loan/credit/obligation within the limit of the security amount with additions as stated above, i.e. until the borrower has redeemed the principal in its entirety, including all interest, charges and costs.</p> <p><input type="checkbox"/> The guarantee is a part-guarantee, i.e. the guarantor is released from his responsibility when the borrower has paid off the principal (the loan/credit/obligation) by an amount corresponding to the amount guaranteed together with interest/charges for the same amount in the same period.</p>

for a period until:

Date (ddmmyy)

See general guarantee terms, item 3

Special information from the bank/enterprise
If the first box is crossed off, one of the sub-boxes must also be crossed off
<p><input type="checkbox"/> The guarantee covers existing debt.</p> <p style="margin-left: 20px;"><input type="checkbox"/> This existing debt is not defaulted.</p> <p style="margin-left: 20px;"><input type="checkbox"/> This existing debt is defaulted. Further information:</p>
<p><input type="checkbox"/> The borrower or a third party will provide the following guarantee secured by mortgage or other security for the loan/credit/obligation:</p> <p style="margin-left: 40px;">The bank/enterprise has taken this amount into consideration in its loan assessment:</p>
<p><input type="checkbox"/> It is presupposed that the borrower will take out credit life insurance. Such insurance is, however, subject to the following terms:</p> <p style="margin-left: 40px;">Satisfactory medical certificate</p>
<p><input type="checkbox"/> Other terms/information from the bank/enterprise:</p>

Special conditions from the guarantor's side:

Signature(s) of the guarantor(s)

The undersigned hereby agrees to act as guarantor for the borrower's loan/credit/obligations owed to the bank/enterprise, within the limits and general terms stated below. I/We have received information in advance in the form of copies of this completed guarantee agreement and any attachments, of the general terms of surety from a consumer, of the completed credit agreement or other document that states the principal relationship, with general terms, as well as a general briefing of the overall risk associated with acting as guarantor. I/we have had sufficient time to study the above stated documents before signing the guarantee agreement. The information supplied in advance is counted as part of the guarantee agreement.

Place, date

Signature of guarantor

General terms for surety from a consumer

By consumer is meant a physical person when the purpose of the guarantee for the guarantor is not primarily linked to the guarantor's business, cf. Norwegian Financial Agreement Act § 57.

The following general conditions apply in addition to the regulations pursuant to the Financial Act and the directives according to the Act.

1. Guarantee is given for the stated loan(s) and credit(s) owed by the borrower to the bank/enterprise. By loan(s) and credit(s) is meant not just the loan/credit itself (i.e. the principal), but also interest, charges and costs agreed between the borrower and bank/enterprise, as well as recovery cost owed by the borrower to the bank. Where the principal relationship is a fixed interest loan, the guarantor shall also stand surety for any loss of interest (premium). The guarantor's liability, however, may be limited by stating the amount guaranteed. If the amount guaranteed is less than the borrower's loan/credit (part-guarantee/limited full guarantee), then liability for interest over and above the amount guaranteed will only be based on the bank/enterprise's claim against the guarantor. If several persons stand surety or provide a guarantee secured by mortgage for the borrower's obligations, the bank/enterprise can claim from each of the guarantors for the whole of the defaulted obligation, within the framework of the guarantee, unless agreed otherwise.
2. Periodic renewal of revolving limited credits (overdraft/agreement for account credit) does not count as a delay of payment pursuant to the Norwegian Financial Agreement Act § 63, and the guarantor will not receive any special notification from the bank/enterprise. The liability period for the guarantor can also be extended in addition to what is stated as the security's duration without the guarantor's written consent. With limited credits, the guarantor may, with 8 days' notice to the bank/enterprise, disclaim responsibility for any increase in the borrower's obligations that could affect the surety.
3. The duration of the guarantee (period of time), as stated above, is understood as follows: Within the date stated, the bank/enterprise must have notified the guarantor about the borrower's default, and such notification must be given no later than three months after the default. Such notification is not the same as the "demand for payment" mentioned in item 6 below.
4. The guarantor is not bound by any terms from the bank/enterprise's side not included in the surety agreement unless the bank/enterprise proves that the term is expressly accepted by the guarantor.
5. A condition from the guarantor's side not included in the surety agreement cannot be forced on the bank/enterprise unless the guarantor proves that the proviso is expressly accepted by the bank/enterprise.
6. The amount guaranteed is due for payment 14 days after the bank/enterprise's demand for payment is received by the guarantor. The bank/enterprise can issue such a demand when the borrower has defaulted, and when legal steps have been taken against the borrower to acquire a basis for enforcement of debt. The following special terms apply before the bank/enterprise can issue a demand:
 - a) if the bank/enterprise has a basis for enforcement for execution, the demand can be issued when execution is ordered against the borrower
 - b) if the borrower has put up security for the loan, the demand can be issued three months after the bank/enterprise has requested enforced cover in the security pursuant to the Debt Enforcement Act
 - c) if debt settlement proceedings are opened by the borrower pursuant to the Debt Settlement Act, the demand can be sent to the guarantor when the three-month deadline expires pursuant to Debt Settlement Act § 3-4. If the security put up by the borrower gives the bank/enterprise full cover, (b) above still applies
 - d) if the borrower's estate is involved in bankruptcy proceedings, or if debt settlement proceedings are opened pursuant to the Bankruptcy Act, the bank/enterprise can send a demand to the guarantor immediately. If the security put up by the borrower gives the bank/enterprise full cover, (b) above still applies
 - e) if the surety agreement states that a borrower or third party shall provide a guarantee secured by mortgage or some other security for the loan, and that this security in relation to the guarantor shall be used before the guarantee is executed, the demand can nevertheless be sent in accordance with the rules above. However, the deadline for settlement shall be set to the date when the security is realised, and the bank/enterprise has sent special notification of this to the guarantor with a 14-day deadline. Meanwhile, interest shall accrue, cf. item 7 below.
7. In all situations described in item 6 (a - e) above, the guarantor is responsible for normal interest in accordance with the general rules of the Financial Agreement Act concerning the guarantor's responsibility, up until interest on overdue payment starts to accrue, cf. below. The liability for such normal interest can nevertheless be limited by specifying a guaranteed amount. The guarantor is responsible for interest on overdue payment calculated from one month after the bank/enterprise has sent the guarantor a demand as stated in item 6 above, cf. the Interest on Overdue Payments Act § 2. In situations described in item 6 (e) above, interest on overdue payment will nevertheless start to accrue one month after the bank/enterprise has sent the guarantor special notification as described. After the guarantee demand has fallen due, the guarantor is responsible for any debt recovery costs, cf. the Financial Agreement Act § 73 third part.
8. Where payments from the borrower, or realisation of other securities, provide only partial cover, the bank/enterprise will decide which parts of the demand (including interest and costs) shall be covered first, unless agreed otherwise. The same applies where payments from the guarantor provide only partial cover for the guarantor's liability.
9. The bank will retrieve, use and possibly disseminate personal information about the borrower only within the framework stated in the Data Protection Act of 14 April 2000 and the Data Inspectorate's concession to the bank. See also in the bank's own guide "Generelle regler om bankens behandling av personopplysninger (kundeopplysninger)" [translation: "General regulations on the bank's use of personal information (customer information)"].
10. Should a dispute arise between the guarantor and the bank/enterprise, the guarantor can submit the case to the Bank Appeals Board for comment, when the Board is competent in the dispute and the guarantor has an objective interest in obtaining the Board's pronouncement. The same applies for disputes between a borrower who is a consumer and the bank/enterprise.