

**Advance Payment Guarantee No.: ...**

We have been informed that our customer, ..., Germany, hereinafter called the SELLER, and you - the BUYER - have entered into contract No. ... dated ..., concerning the supply of ... in the total value of ....

In accordance with the payment conditions agreed upon, an advance payment amounting to ...% of the total value, i.e. ... will be made by you to the SELLER against bank guarantee in the same sum in your favour.

Assuming on the above, we, Sparkasse Neuss, Germany, hereby irrevocably undertake to refund to you without delay on your first written demand an amount up to

...  
**(in words: ... 00/100)**

provided you confirm to us at the same time in writing that the SELLER has not fulfilled his contractual obligations and that you are therefore entitled to demand repayment of the advance payment.

This guarantee only comes into force after receipt of the advance payment amount on account no. ... (IBAN: ...) of the SELLER with ... (BIC: ...) at his free disposal in respect of this guarantee.

Your claim has to reach us through the intermediary of your bankers, confirming to us by authenticated swift-message the authenticity of your signatures and that the signatures thereon are legally binding for your company and has to be accompanied by our original Letter of Guarantee No. ... dated ...

This guarantee shall expire upon receipt by us of the original of the guarantee and, even if this document is not returned to us, on ..., unless your written demand under this guarantee in accordance with the above-mentioned conditions has reached us in ... by the end of business that day.

This guarantee is assignable only with our previous written consent.

The issuance of this guarantee is permitted according to German law.

All rights and obligations arising from this guarantee shall be governed by German law.

Place of Jurisdiction is Neuss.

Sparkasse Neuss