

Performance Bond 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

We also understand that it has been agreed between you and the SELLER that the latter has to provide a bank guarantee in your favour, amounting to ...% of the total value, i.e. ..., to cover the due fulfilment of his obligations resulting from the above contract.

Assuming on the above, we, Sparkasse Neuss, Germany, hereby irrevocably undertake to pay to you any amount up to the maximum of

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

upon receipt of your first demand in writing wherein you declare simultaneously that the SELLER failed to meet his contractual obligations.

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