

Performance Bond No.

We have been informed by our customer _____, Germany - hereinafter called „supplier“ - that they have concluded with you a contract with _____ no. _____ dated _____ for the supply of _____ in a total value of _____. According to the terms of the contract, your claims for fulfillment of the contractual obligations by the supplier are to be secured by a bank guarantee in the amount of _____ (= .. per cent of the total value).

This being stated, we, Sparkasse (place, country) waiving all rights of objection and defence arising from the principal debt hereby irrevocably undertake by order of the supplier to pay immediately to you upon your first demand any amount up to

amount in words: _____ 00/100

upon receipt of your written request for payment and your written confirmation stating that the supplier has failed to fulfil his contractual obligations in conformity with the terms of the above mentioned contract. For the purpose of identification, your written request for payment and your written confirmation have to be presented by original letter through the intermediary of your bank with its confirmation that the signatures thereon are legally binding upon your firm.

With each payment effected under this guarantee, our liability under this guarantee will be automatically reduced pro rata.

Our guarantee expires in full and automatically upon return of this document to us, however latest on _____ should your written request for payment and your written confirmation not be in our possession by that date.

This document is to be returned to us immediately and unsolicited latest upon expiry or once your claims under this guarantee have been settled.

Claims and rights resulting from this guarantee can be assigned to third parties only with our prior written consent.

This guarantee is governed by the law of the Federal Republic of Germany, place of jurisdiction is place of Sparkasse.

Sparkasse