

[Beneficiary's name
Beneficiary's address]

Warranty Guarantee No. _____

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

Furthermore, we have been informed that the SELLER must provide a bank guarantee in the amount of EUR ..., which corresponds to ...% of the total value, to secure its warranty obligations under the aforementioned contract.

Now, therefore, we, Keissparkasse Köln, Neumarkt 18-24, 50667 Cologne, hereby assume a guarantee to you in the amount of

“guarantee amount and currency”
(in words: amount + currency)

by irrevocably undertaking to pay to you, notwithstanding the validity and legal effect of the CONTRACT and waiving any defences and objections arising therefrom, an amount up to the said amount upon receipt of your first written demand in which you simultaneously declare that and in what respect the SELLER has not fulfilled its contractual warranty obligations.

The guarantee amount shall be reduced by any amount paid by us under this guarantee.

For identification reasons, please send us your written request for payment in English- enclosing this deed - via your house bank, which will confirm your signatures as authenticated and legally binding either on your drawdown letter or by authenticated SWIFT message (to: COKSDEE33XXX).

This guarantee expires upon receipt of the original of this document by us, however by **DD.MM.YYYY** at the latest, if we have not received a request for payment by that date.

This guarantee has to be returned to us as soon as our guarantee is no longer required or its validity has expired.

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

This guarantee is subject to German law. Place of jurisdiction is Cologne.

Cologne, DD.MM.YYYY

Kreissparkasse Köln