

Capital Programme

Now the drawing board Then all aboard

ORIGINAL

Date
19 April 2017
Version
1.0

C5200 – Engineering Advisor
Appendix 6 – Model Bank Guarantee

Perform today. Create tomorrow.

Schiphol

MODEL BANK GUARANTEE

The undersigned :

.....

established in :

.....

also having a registered office at:

.....

hereinafter to be referred to as “the Bank”

WHEREAS:

- A. an agreement for the delivery of Engineering Advisor Services (agreement number C5200), a copy of which is attached to this guarantee, was concluded between

Schiphol Nederland B.V.
Evert van de Beekstraat 202
1118 CP, Schiphol
The Netherlands

established at Amsterdam Airport Schiphol, hereinafter to be referred to as “the Client”, and

.....,

hereinafter to be referred to as “the Consultant”, on:

.....;

- B. the Client wishes to have a bank guarantee as security for the due performance of all obligations of the Consultant arising from the agreement referred to;

DECLARES THE FOLLOWING:

1. The Bank hereby provides the Client or its assignees an irrevocable guarantee for all that which, according to the statement of the Client pursuant to the Conditions of Contract referred to, the Consultant owes or shall owe, such with due observance of the following provisions.
2. The Bank hereby declares that this guarantee constitutes a separate and independent commitment of the Bank vis-à-vis the Client and is not a surety. In addition, the Bank waives all rights and privileges accorded by law to sureties, including the right to invoke the provisions of Sections 6:139, 7:852, 7:853, 7:855 and 7:868 of the Dutch Civil Code. Upon the first written request (fax or letter) of the Client, the Bank shall immediately, unconditionally and without right of setoff pay as its own debt the amount to which the Client asserts that it is, or the Client's assignees assert that they are, entitled, without first confirming the legitimacy of the Client's request for payment. The amount referred to in the foregoing shall include payment of damages if, in the opinion of the Client, the Consultant fails to perform its obligations, without the Client being obliged to prove or make plausible the Consultant's failure to perform. The amount referred to in the foregoing shall also include payment of compensation for all damage suffered by the Client, including, among other things, if the Client is of the opinion that the Consultant is no longer capable of completing the services on time, for example in the event of involuntary liquidation, a suspension of payments being granted or attachment, and the Client deems it necessary to engage a different Consultant for the completion of the services.
3. The obligations of the Bank pursuant to this guarantee shall remain limited to an amount of 5% of the accepted Proposal price: €..... (in words: euros).
4. Unless it is renewed, this guarantee shall remain valid until 31 December 2026 or the end of Defects Liability Period, whichever is later, and is transferable.
5. Following its expiry, the Client shall not be entitled to institute any claim whatsoever against the Bank pursuant to this guarantee and, upon the Bank's request, shall be obliged to return the original of this guarantee to the Bank / discharge the Bank from its obligations.
6. This bank guarantee shall be governed by Dutch law. All disputes arising from or associated with this bank guarantee shall be settled by the competent court in Amsterdam, the Netherlands.

Date :

Name :

Signature :