Rijksdienst Caribisch Nederland

**Credit guarantee ARIV-2018**
as referred to in Article 4.5 of the ARIV-2018

The undersigned [name of the credit institution],
.................................................................,

established in [place of establishment of the credit institution], ......................,
hereinafter referred to as "Credit Institution",

considering:

that the State of the Netherlands, represented in this matter by the Minister of Justice and Security, the Caribbean Netherlands Fire Brigade, whose registered office is located in The Hague, hereinafter referred to as "Buyer",

with:

[name Supplier]
.......................................................,

located in [Supplier's place of business]

...................................,

hereinafter referred to as "Supplier",

on [*date of agreement*] entered into a purchase agreement for the purchase and delivery of an ARFF crash tender for the Caribbean Netherlands Fire Brigade BKCN, with reference number PR16768, hereinafter referred to as "the Agreement",

hereby declares to the Buyer:

1. The Credit Institution, by way of an independent obligation and not on the basis of a suretyship, guarantees the Buyer for the fulfillment of the Supplier's obligations under the Agreement, subject to the maximum amount of this guarantee stated in point 3.
2. The Credit Institution undertakes, upon the Buyer's first written request and simultaneously submitting:
   (a) a provisionally enforceable judgment of the competent court of first instance showing that the Supplier is obligated to pay the Buyer under the Agreement; or
   (b) a written amicable settlement between the Buyer and the Supplier showing that the Supplier is obligated to pay the Buyer under the Agreement, to make payment to the Buyer under this guarantee, subject to the maximum amount stated in point 3.
3. This guarantee is provided for a maximum amount of $ [……….].
4. This warranty expires on [date] unless by this date:
   (a) Buyer has filed a claim for performance of obligations under the Agreement, or
   (b) a claim has been filed by the Buyer against the Supplier before the competent court, or by the Credit Institution (or the trustee or administrator) against the Buyer as determined in point 7 below. If the Buyer has filed a claim against the Supplier for performance of obligations under the Agreement before [the aforementioned date], the Buyer must file a claim before the competent court within 4 weeks of [the aforementioned date], failing which this guarantee will lapse. After [the aforementioned date], this guarantee will be provided for an amount equal to 100% of the amount of the claim filed by the Buyer against the Supplier, subject to the maximum amount of this guarantee stated in point 3.
5. This guarantee will also expire within 2 weeks after the proceedings instituted before the court in accordance with point 4 have all resulted in an irrevocable declaration of incompetence, an irrevocable declaration of inadmissibility, an irrevocable declaration of

non-acceptance, the claim has been dismissed, or has been declared null and void by a final decision, or has been definitively withdrawn without an amicable settlement having been reached.

6. To the extent that Articles 7:851 to 7:856, 7:858 to 7:861, 7:866 and 6:139 of the Dutch Civil Code BES, notwithstanding the provisions of this guarantee, would be or are deemed to be applicable, the Credit Institution hereby irrevocably and unconditionally waives its rights under these provisions, which waiver is hereby accepted by the Buyer.
7. In the event of bankruptcy of the Supplier or the application of a statutory debt restructuring scheme to the Supplier, the Credit Institution will pay to the Buyer, taking into account the maximum amount referred to in point 3, any amount that the Buyer declares in writing to be due from the Supplier under the Agreement, unless:
   (a) the Credit Institution has summoned the Buyer to appear in legal proceedings within 4 weeks of such written statement in order to determine the validity and amount of the claim, in which case the Credit Institution will proceed with payment to the Buyer upon submission of a copy of a provisionally enforceable decision of a Dutch court, rendered in proceedings between the Credit Institution and the Buyer, showing that the claim and the amount thereof are valid; or
   (b) the receiver or administrator has summoned the Buyer within the aforementioned period of 4 weeks to appear in legal proceedings in order to determine the validity and amount of the claim and the receiver or administrator has notified the Credit Institution thereof within the aforementioned period, in which case the Credit Institution will proceed with payment to the Buyer upon submission of (i) a copy of a decision declared provisionally enforceable by a Dutch court rendered in proceedings between the receiver or administrator and the Buyer, showing that the claim and the amount thereof are valid, or (ii) an amicable settlement as referred to in point 2 sub b.

This warranty is governed by the laws of the Caribbean Netherlands. Disputes will be submitted exclusively to the competent court of the Court of First Instance of Bonaire.

Thus signed [place],
op [date of signing],

[signature and name credit company]