
MODEL ADVANCE PAYMENT BANK GUARANTEE [nr.] dated [date]

- I. We the Undersigned, [.] (hereinafter referred to as GUARANTOR), registered at *(full address of registered offices to be indicated)*, represented by [.] (GUARANTOR officer's name and quality), acting through GUARANTOR's offices located in [.] *(country to indicate)* have taken notice of the CONTRACT referenced [.] signed on the [.] (such CONTRACT being composed of an AGREEMENT and several Annexes),
between
[.] (hereinafter called "CLIENT"),
and,
[.] (hereinafter called "CONTRACTOR").
- II. GUARANTOR hereby irrevocably and unconditionally guarantees the non-amortized value of the Advance Payment made by CLIENT to CONTRACTOR pursuant to Sub-Clause 9.1(a) of the CONTRACT.
- III. GUARANTOR hereby irrevocably undertakes on behalf of CONTRACTOR to pay to CLIENT on first demand any sum or sums in aggregate not exceeding EUR [.] which amount represents twenty per cent (20%) of the CONTRACT PRICE at the EFFECTIVE DATE of the CONTRACT.
- IV. Each demand by CLIENT for payment under this guarantee shall be made in writing by registered post to the following address:
<BANK NAME>
<ADDRESS>
- GUARANTOR shall promptly notify to CLIENT any change in the above address.
- V. GUARANTOR shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by CONTRACTOR. GUARANTOR shall not require CLIENT to justify the breach indicated in its demand for payment, nor shall GUARANTOR have any recourse against CLIENT in respect of any payment made hereunder.
- VI. No alteration in the terms of the CONTRACT made by agreement between CONTRACTOR and CLIENT nor any failure by CLIENT to insist on proper performance of the CONTRACT or to pursue all remedies available to it against CONTRACTOR shall in any way release GUARANTOR from all or any part of its liabilities under this Guarantee.
- VII. GUARANTOR shall pay any sum demanded by CLIENT immediately.
- VIII. This Guarantee shall become effective immediately upon payment of the Advance Payment by the Client to the Contractor and shall expire upon the transfer of ownership of the HV-Skids to the Client in accordance with Sub-Clause 9.5 of the Contract, which shall be substantiated by the signed Declaration of Transfer of Ownership. Immediately upon its expiry, this Guarantee shall be returned without delay to GUARANTOR.
- IX. The amount of this Guarantee as established pursuant to paragraph III above shall be reduced by the amount of any payments made by GUARANTOR to CLIENT hereunder.
- X. Terms used in this Guarantee which are defined in the CONTRACT shall have the meanings given to them in the CONTRACT.

- XI. This Guarantee shall be interpreted in accordance with the Laws of the Netherlands. Any proceedings for enforcement shall be exclusively brought before the district court Noord-Nederland, location Groningen.
- XII. GUARANTOR represents that this Bank Guarantee has been established in such forms and with such content that it is fully and freely enforceable against GUARANTOR in the manner provided in paragraph XI above.

(Date).....
Signature of GUARANTOR.