

Specimen of a Warranty Guarantee

We understand from our customers, Messrs.

(Complete Company Name and Address)
Federal Republic of Germany
- hereinafter called "seller" -

that they have delivered to you (*Specification of Delivery*) in a total value of (*Currency*) (*Amount*). According to the terms of payment agreed upon the seller will receive from you the final payment of (*Currency*) (*Amount*) against presentation of a bank guarantee in your favour.

On the instructions of the seller, we, **Sparkasse Trier**, Federal Republic of Germany, hereby irrevocably undertake to pay to you an amount not exceeding

(Currency) (Amount in Figures)
(say: *(Currency) (Amount in Words)*)

upon receipt of your first written demand (but excluding telefax message)
- accompanied by this document - confirming that the seller has failed to comply with the terms agreed upon concerning the warranty obligations.

For identification purposes, please, send us your written payment request containing the above declaration together with this document via your bankers requesting them to confirm to us the authenticity of signatures on your demand.

An implementation of our guarantee is, however, only possible if and so far as the seller has received the final payment of (*Currency*) (*Amount*) on his account (IBAN (*IBAN*), SWIFT-Code: TRISDE55) without reserve.

Our guarantee expires upon return of this instrument to us, latest however on , if and so far as we have not received a claim hereunder in writing at our counters in Trier on or before that date.

This document is to be returned to us when 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.

For this guarantee the law of the Federal Republic of Germany is applicable; place of jurisdiction is Trier.