

Specimen of an Advance Payment Guarantee

We understand from our customers,

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

that they have received from you an order no. *(Number)* for the supply of *(Description of Goods)* in a total value of *(Currency) (Amount)*.

According to the terms of payment agreed upon the suppliers will receive from you an advance payment of *(Currency) (Amount)*. against presentation of a bank guarantee in your favour.

On the instructions of the suppliers, we, **Sparkasse Trier**, 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 suppliers have failed to comply with their delivery obligations within the period agreed upon.

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 suppliers have received the advance payment amount on their account (IBAN *(IBAN)*, SWIFT-Code: TRISDE55) without reserve.

Our guarantee expires upon return of this document to us, latest however on *(Date)* 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.