

# SPECIMEN

## **Payment Guarantee No. ... for ... (currency + amount)**

We have been informed by our customer, ... (hereinafter referred to as the "buyer"), that you have entered into a contract for the supply of ... (commodity) at a total value of ... (amount).

According to the terms of the contract, a bank guarantee covering due payment of the goods is to be furnished by the Buyer.

On the instructions of the Buyer, we, Sparkasse Bielefeld, hereby unconditionally and irrevocably undertake to pay to you an amount not exceeding ... (amount) (in words: ... xx/100) upon receipt of your first written demand (not including fax messages). Your demand for payment must be accompanied by a copy of the unpaid invoice and this document. Furthermore, you have to include your confirmation that you have effected the delivery in conformity with the terms of the contract and that the Buyer has failed to comply with its payment obligations as agreed upon.

For the purpose of identification, your demand for payment and your above-mentioned confirmation together with a copy of the unpaid invoice and this document must be sent to us via your bank requesting them to confirm to us the authenticity of the signatures on your demand note.

The amount of our guarantee will be reduced in line with each amount paid by us under this guarantee.

Our guarantee expires upon return of this document to us, latest however on ... (date) if and in so far as we have not received a claim hereunder in writing and in conformity with the provisions of the above paragraphs at our counters in Bielefeld 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.

The issuance of this document is permitted by the laws of the Federal Republic of Germany. In the event of any recourse under this guarantee, we will effect payment in accordance with the regulations on payment transactions then in force between the Federal Republic of Germany and your country.

The claims and rights resulting from this guarantee may not be assigned without our prior written consent.

This document and any obligation arising hereunder shall be construed and governed by the laws of the Federal Republic of Germany. The courts of Bielefeld shall have exclusive jurisdiction.

**SPARKASSE BIELEFELD**