

Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch  
P.O. Box 11 16 52 · Postal Code D-60051 Frankfurt am Main

Messrs  
Company ABC  
Street abc  
Country Code - City

Place, Date	Reference
Place, Date	XXX

### Performance Bond Surety No.

We have been informed that a contract has been signed between you and hereinafter called "vendor", on under Ref. No. for in the total value of .

A Performance Surety covering your rights on fulfilment of the vendor's contractual obligations, but excluding any warranty obligations, has to be issued.

By order of the vendor, we, Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch, hereby undertake the fulfilment of the above mentioned obligations as a principal according to the German Civil Code (BGB) waiving the defences of void ability ("Einrede der Anfechtung"), of offset ("Einrede der Aufrechnung") and of prior distraint, seizure or execution ("Einrede der Vorausklage") under sections 770, 771 of Germany's Civil Code (BGB) towards you up to

**EUR** (in words: EUR )  
- including interest and cost -

but with the limitation to payment of money.

The waiving of offset ("Einrede der Aufrechnung") does not apply if vendor's offset demands are not under dispute or have been confirmed legally valid.

<p><b>A.) Payment</b></p>	<p><b>B.) Payment on First Demand</b>  We hereby undertake to pay to you on your first written demand provided you confirm to us at the same time in writing that and in which respect the vendor has not fulfilled his accomplishment / delivery obligations resulting from the above-mentioned contract.</p>
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For reasons of identification, each claim under this surety shall be transmitted to us via your bank which shall confirm that your demand for payment is signed in a legally binding manner.

**Deposit clause**

We are entitled to be released from our obligations in and if so far as we deposit the guaranteed amount as security with the relevant district court.

**A.) Unlimited lifetime**

Our surety expires upon return of this document to us even through a third party.

**B.) Limited lifetime**

This surety shall expire, even if this document is not returned, on \_\_\_\_\_ unless your written demand under this surety in accordance with the above-mentioned conditions has reached us at our Office at Stephanstrasse 14-16 in 60313 Frankfurt am Main by the end of that day.

In the event of payment this surety has to be returned to us.

**Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch**

**Vorname Name**

*Function*

**Vorname Name**

*Function*