

Warsaw,

.....
(name and address of the beneficiary)

DRAFT
BANK GUARANTEE NO.

This performance guarantee is issued in respect of the following document („Secured Document”):
.....

The subject secured by this guarantee: :

This guarantee is issued on behalf of the following entity („Contractor”):

In consideration of the aforesaid, we, **Bank BGŻ BNP Paribas Spółka Akcyjna** with its seat in Warsaw at Kasprzaka 10/16, 01-211 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, XII Business Division of the National Court Register under the number KRS 0000011571, with tax identification number (NIP): 526-10-08-546 and share capital of PLN 147 418 918 fully paid up („the Bank”), acting by order of, hereby irrevocably and unconditionally, irrespective of the validity and legal effects of the Secured Document, undertake to pay in your favour any amount up to the maximum amount/being the equivalent in Polish Zloty of*:

.....
** upon receipt of your first written request for payment including your statement quoting that the Contractor has failed to fulfil its obligation under the Secured Document.

For the purpose of identification your request for payment must include your bank’s confirmation that the signatures appearing therein are legally binding upon you.

Claims, if any, under this guarantee should reach us not later than on the last day of its validity, either in original to the address: 78 Grzybowska Street, 00-844 Warsaw or be delivered to us through your bank by a tested SWIFT communication (SWIFT Code: RCBWPLPW).

Each payment made by the Bank in your favour under this guarantee shall automatically reduce the amount of our commitment until the guarantee amount has been disbursed in full.

This guarantee becomes effective on the day of its issuance.***

This guarantee remains valid until, at the latest and if the Bank is closed for business activity on that day until the next day when the Bank works.

The obligations of the Bank under this guarantee expires automatically and fully in the case:

1. your request for payment has not been delivered to us within the period of validity of this guarantee, or
2. you released the Bank from any obligations under the guarantee before the expiry date, by submitting a written statement signed by a person authorized to represent you, sent for the purpose of identification in the form specified in this guarantee in connection to the request for payment, or
3. if the validity period of this guarantee has passed even if the original document of this guarantee has not been returned to the Bank, or
4. you return the original document of this guarantee to the address: 78 Grzybowska Street, 00-844 Warsaw, before its validity period, if the guarantee has been endorsed by the Bank handwritten signature.

This guarantee is governed by the law of the Republic of Poland and the place of jurisdiction shall be Warsaw.****

This guarantee cannot be assigned.*****

* cross needless out

** in case of issuance guarantee for the amount being an equivalent in Polish Zloty, the following sentence should be added to the wording of the guarantee:

„calculated according to the ... (guarantee currency) average rate of the National Bank of Poland binding on the day of potential payment under this guarantee”

*** In the case of issuance guarantee before signing the agreement, the paragraph should be as follows:

„This guarantee becomes effective on the day of signing the Secured Document by and between you and the Contractor, however the copy of the signed Secured Document should be presented in the Bank (address: 78 Grzybowska Street, 00-844 Warsaw) within validity of this guarantee. The Bank is not responsible for validity and correctness of presented copy of the Secured Document and validity and correctness of signatures appearing thereon.”

If the guarantee becomes effective on the day of receipt of the amount on an account, the paragraph should be as follows:

“This guarantee becomes effective on the day when the amount of (amount and currency) has been received on the account no. PL.....(account number) held in the Bank, with this guarantee number quoted in payment details.”

**** In the case of issuance guarantee subject to Uniform Rules for Demand Guarantees, revision-758, 2010, Paris, the paragraph should be as follows:

“This guarantee is subject to Uniform Rules for Demand Guarantees, International Chambers of Commerce (ICC) Publication, revision-758, 2010, Paris.”

***** In case of permission to assign rights under the guarantee, the assignment clause should be as follows:

“The rights under this guarantee can be assigned to a third party as a whole only. The Bank should be informed about the fact of assignment by means of a written statement, signed by persons authorized to represent the assignor and for the purpose of identification the statement should be sent to the address: 78 Grzybowska Street, 00-844 Warsaw, in the form defined in this guarantee with reference to request for payment. The rights under this guarantee can be assigned irrespective of the assignment of the rights resulting from the Secured Document.”

If the guarantee is assigned including the rights under the Agreement, the paragraph should be as follows:

“The rights under this guarantee can be assigned to a third party as a whole and with the rights under the Secured Document only. The Bank should be informed about the fact of assignment of the rights under the guarantee together with assignment of the rights under the Secured Document by means of a written statement, signed by persons authorized to represent the assignor and for the purpose of identification the statement should be sent to the address: 78 Grzybowska Street, 00-844 Warsaw, in the form defined in this guarantee with reference to request for payment.”