

*Appendix No. 10 to Invitation to tender No. H/ZO /2022/03*

Place and issue date: .....

Guarantee No.: .....

**To:** Barlinek Inwestycje Sp. z o.o. with its registered office in Barlinek (74-320) at Przemysłowa street no. 1, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court of Szczecin - Centrum in Szczecin, 13th Commercial Division of the National Court Register under the number: 0000215412, holding a share capital of PLN 215.000.000 fully paid-up, NIP: 597-163-33-60, REGON: 812717117 (hereinafter called the Beneficiary).

**ADVANCE PAYMENT GUARANTEE** (*Suggested template*)

1) We have been informed by our Customer – [insert name, registry number, registered office address] (hereinafter called the Principal) about the Agreement no [...], dated [...], concluded between your company and the Principal for [insert subject of the agreement], at a total price of [insert the Contract Price and currency], as amended and modified from time to time (hereinafter called the Cgreement). According to the Contract, an advance payment for the amount of [insert the amount of advance payment] (hereinafter called the Advance Payment) is to be made against a bank guarantee.

2) In consideration of the above, by order of the Principal, we [insert name, registry number, SWIFT code, registered office of the bank] (hereinafter called the Bank) hereby irrevocably and unconditionally, without protest or notification, undertake to pay you, within 5 calendar days from receipt of your demand, any amount not exceeding in total:

.....[insert the amount and currency of the Guarantee].....

(in words: .....)

upon your first written demand for payment including the number of the Guarantee, the amount of your demand and your statement that the Principal has not fulfilled his obligations resulting from the Contract and has not returned the Advance Payment.

3) Such payment shall be made without set-off, free and clear of any deduction or charges, fees or withholdings of any nature. All banking charges are to the account of the Principal.

4) We shall not impose on you any obligation to prove reasons for your demand, and the aforementioned written statement shall be the only and sufficient explanation in this respect; in addition to aforesaid, this Guarantee is not contingent on the validity of the Principal's liability towards you and/or the validity of the Contract and it is irrevocable, unconditional and independent.

5) Any amendments or modifications concerning the terms and conditions of the Contract, shall not release us from our obligations under this Guarantee and we waive any right to demand information of such amendments or modifications.

6) For the purpose of identification, your demand for payment has to be presented by authenticated SWIFT, by registered letter or by courier at the address: [insert the exact address of the Bank's office for delivery], through the intermediary of the bank holding your account, confirming that the signatures thereon are legally binding for your company. If the demand for payment is delivered by the authenticated SWIFT message, it must include the full text of the demand for payment and your statement referred to in paragraph 2 of the Guarantee.

7) The Bank's obligations under this Guarantee shall be reduced automatically by the amount of each payment effected under this Guarantee in your favor thereunder.

8) This Guarantee becomes effective for payment after transferring by you of the Advance Payment in favor of the Principal's account no [insert the bank account of the Principal] held with the Bank.

9) This Guarantee is valid until [insert expiry date] (inclusive) and if that day falls on a day where the Bank is closed for business, the first following business day (hereinafter called the "Expiry Date"). This Guarantee expires in full and automatically unless your demand reach us not later than [insert closing hour of the Bank's office] local time on the Expiry Date. After that date this Guarantee becomes null and void even if it is not returned to us.

10) This Guarantee should be returned to the Bank after:

a) its Expiry Date,

or

b) payment by the Bank, under this Guarantee, of the total amount of the Guarantee.

11) This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 , with the exception of article 15a.

12) This Guarantee shall is governed by the laws of the.....

.....  
(seal and signatures of the Bank)