

MODEL

[*Guarantor Letterhead or SWIFT identifier Code*]

To: [*name and contact information of the Beneficiary*]

Date and place of issue: [*date and place of issue*]

Type of guarantee: **Down Payment Guarantee**

Guarantee No. [*reference number to be inserted*]

The Guarantor: [*name and contact information to be inserted*]

The Applicant: [*name and address to be inserted*]

The Beneficiary: [*name and address to be inserted*]

The Underlying Relationship: The Applicant's obligation in respect of contract no. [...] concerning [*detailed description of the subject matter of the contract*]

Maximum Guarantee amount and currency: [*currency and maximum amount payable in figures and words*]

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

Copy of the transfer voucher proving that the down payment had been made.

Language of any required documents: English and/or German

Form of presentation:

PAPER and ELECTRONIC FORM

Your demand must be transmitted to us through your bank, which has to confirm to us that the signatures on the demand have legally binding effect for your company.

Demands made by means of an authenticated SWIFT message in the format of an MT799 to us (BIC:) are permissible and will be deemed to have been made within the relevant time limit if

1. we receive the entire wording of the demand for payment in the form of an authenticated MT799 SWIFT message to us (BIC:) on or before Expiry of the guarantee,
2. the lawfulness of your signatures is confirmed, and
3. the original of the demand, together with the required documents, is received at our registered office (.....) within 5 days after receipt of the authenticated SWIFT message.

Place for Presentation: at the counters of ... bank BIC:

Expiry: [*expiry date or description of expiry event to be inserted*] irrespective of whether or not aforementioned date is a bank working day in Austria or not [Art. 25d of the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758 is expressly excluded]

The party liable for the payment of any charges: [*name of the party to be inserted*]

Option 1

This Guarantee shall enter into force on the condition that the foregoing Down Payment of [*currency and amount to be inserted*] has been received in exactly that amount exclusively in the account IBAN: [...], BIC: RZOOAT2L held with us with the indication of our above-mentioned guarantee number in favor and at the free disposal of the Applicant.

Option 2

This guarantee shall enter into force upon receipt by us of the account keeping bank's authenticated SWIFT message MT799 to us (BIC: RZOOAT2L) with the indication of our above-mentioned guarantee number, confirming that the Down Payment of [*currency and amount to be inserted*] has been received in exactly that amount in favor and at the free disposal of the Applicant.

As Guarantor, we hereby guarantee and irrevocably undertake to give instruction to pay the Beneficiary any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

With each demand for payment, our liability shall decrease by the extent of the respective payment made.

Any demand under this Guarantee must be received by us on or before Expiry at the Place for presentation indicated above.

When demanding payment, please specify your account and bank details; payment in cash cannot be made.

The right to demand payments under the present Guarantee cannot be assigned, pledged, or disposed of in any other way for the benefit of third parties.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

This guarantee shall be governed by and construed in accordance with substantive Austrian law (i.e. excluding conflict of laws rules and regulations). Any conflict arising out of or in connection with this Guarantee shall be subject to the exclusive jurisdiction of the competent courts of Linz, Austria.¹

Sincerely yours,

This is a standard model of RLB OÖ which usually serves as a basis for guarantees issued by RLB OÖ; it does not take into account the facts of the specific case. Whenever a guarantee is issued, an expert of RLB OÖ needs to be involved. The sample texts serve only for information purposes, and RLB OÖ does not accept any liability in this respect. It is expressly pointed out that these sample texts do not replace legal advice given by an attorney-at-law.

¹ optional clause to be considered