

Sparkasse _____
c/o S-International Rhein-Ruhr GmbH
Tel. +49 201 82144-31
Fax +49 201 82144-29

_____ (Date)

Advance-Payment Guarantee No. XXGAR00XXX

We have been informed, that a contract No. _____ dated _____ has been concluded between Messrs. _____ (hereinafter called "seller") and yourselves for _____ at a total value of _____.

According to the contract, an advance-payment for _____ being ____ % of the total price shall be made which is to be secured by an advance-payment guarantee.

This being premised, we, Sparkasse _____, c/o S-International Rhein-Ruhr GmbH, Kennedyplatz 6, D-45127 Essen, hereby irrevocably undertake to reimburse, upon your first written demand, irrespective of the validity and the effects of the above mentioned contract and waiving all rights of objection and defence arising from said contract, the advance payment made to the seller up to the amount of:

EUR _____

(in words: EUR _____ = only).

Your demand for payment must be made in writing and include your confirmation that the seller has not fulfilled its contractual obligations.

For the purpose of identification your request for payment and your confirmation hereunder have to be presented to us through the intermediary of your bankers, showing the bank's confirmation that the signatures thereon are correct and legally binding for your company.

This guarantee will become effective only after we, Sparkasse XXX, have received the amount of _____ in favour and at the free disposal of Messrs. _____ account no. _____ with us under reference to this guarantee.

The guarantee will expire on being returned to us by you or third parties, however not later than _____ inclusively - irrespective of whether this document is returned to us or not - unless your written claim under this guarantee in accordance with the above-mentioned conditions has reached us in Essen by the end of that day.

Upon acceptance of this guarantee you agree to return to us this document after expiry or in the event of your claim.

Sparkasse _____