\*\*\*Guarantee should be issued or confirmed by a bank located in Germany acceptable to thyssenkrupp nucera AG & Co. KGaA\*\*\*

thyssenkrupp nucera AG & Co. KGaA

Freie-Vogel-Str. 385a, 44269 Dortmund

Germany

Performance Guarantee

We have been informed that you, as buyer, hereinafter called the BENEFICIARY have signed the Purchase Order No. / have signed the Contract No. **[NUMBER]** dated **[DD.MM.YYYY]** hereinafter called the CONTRACT with **[VENDOR NAME AND ADDRESS]** as seller, hereinafter called the APPLICANT for the supply/provision of **[DESCRIPTION OF SERVICES AND/OR SUPPLIES]** at a total CONTRACT price of **[CURRENCY AMOUNT].**

As per the conditions of the CONTRACT, the APPLICANT shall provide you with a performance guarantee for the amount of **CURRENCY AMOUNT** (being **FIGURE** per cent of the total CONTRACT price) to secure full and faithful performance by APPLICANT of the CONTRACT.

Now therefore, we, **BANK**, as the Guarantor, hereby irrevocably and unconditionally guarantee to pay to you any amount you may claim up to a maximum amount of

**[CURRENCY AMOUNT]**(in words – **[CURRENCY AMOUNT IN WORDS]**)

within 7 banking days from receipt of your first written demand claiming any such sum up to above maximum amount accompanied by your written statement stating that APPLICANT has not fulfilled its performance obligations under the CONTRACT.

Any payment hereunder shall be made at BENEFICIARY’s free disposal and free and clear of and without deduction for or on account of any present or future taxes, charges, fees, deduction or withholding of any nature whatsoever.

This guarantee will come into force at its issuance.

It will expire upon fulfilment of APPLICANT’s obligations under the CONTRACT, at the latest however on **[DD.MM.YYYY]**.

Any demand under and in accordance with this guarantee must be received by us within the validity of this guarantee either by letter, fax or SWIFT. In case of transmission via SWIFT to our SWIFT address [**SWIFT ADRESS**] bankers must quote the content of BENEFICIARY’s demand.

This guarantee has to be returned to us after expiry. Non-restitution will not extend its validity.

This guarantee is transferable with our prior written consent only.

This guarantee is governed by German law. Place of jurisdiction is **[CITY]**, Germany.