

## Appendix A – Template for Performance Guarantee

An agreement as laid down in the Contract:

Contract name and no: \_\_\_\_\_

Date: \_\_\_\_\_ for delivery of \_\_\_\_\_ including any later changes and additions.

has been concluded between you, as Beneficiary

[Part]

[Address]

[Address]

CVR-no.: [XX]

**(“Beneficiary”)**

And as Principal

[Part]

[Address]

[Address]

CVR-no.: [XX]

**(“Principal”)**

In view of the above, we,

[Part]

[Address]

[Address]

CVR-no.: [XX]

**(“Guarantor”)**

the undersigned bank, as Guarantor, are hereby liable as for our own debt towards the Beneficiary up to a maximum amount of

\_\_\_\_\_  
DKK,

In writing: Danish kroner \_\_\_\_\_  
DKK,

in case the Principal has not fulfilled its contractual obligations as per above-mentioned agreement.

This Guarantee is valid until one of the following events occurs, whichever comes first (Expiry Date):

- a) (the date \_\_\_\_\_) or
- b) the original of this Guarantee is returned to the Guarantor and the Beneficiary releases the Guarantor in writing from the Guarantor's obligations under this Guarantee.

If, in exceptional circumstances, the original Guarantee cannot be returned, it is sufficient for the Beneficiary to release the Guarantor in writing from the Guarantor's obligations under this Guarantee. Consequently any claim for payment under this Guarantee must be received by the office of the Guarantor on or before the Expiry Date. No claims can be made before this guarantee has come into force.

This Guarantee comes into force when the above-mentioned advance payment has been received on the Principal's account \_\_\_\_\_ with the Guarantor.

Any claim for payment by the Beneficiary, is to be transmitted to the Guarantor by duly encoded swift to the Guarantors swift address \_\_\_\_\_ through the Beneficiary's bank confirming that the original claim for payment by the Beneficiary has been sent to the address of the Guarantor as above, by registered airmail and the signatures thereon are legally binding upon the Beneficiary.

This Guarantee is neither assignable nor transferable.

Any requested amount under the present Performance Guarantee bond will be payable to the Beneficiary within a period of ten (10) calendar days without any legal action and only against the Beneficiary's written request.

The "Uniform Rules for Contract Guarantees of the International Chamber of Commerce" (ICC Publication No. 325) shall apply to this Guarantee.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Guarantor Company stamp and signature)