

Performance Bond

The Supplier

Name and registered office of Supplier:

and the Client

Name of Client:

have concluded the following Agreement:

Order no.:

Date:

Description of work or services:

Under the terms and conditions of said Agreement, the Supplier undertakes to furnish the Client with a surety bond ("Bürgschaft") pursuant to Sec. 765 German Civil Code as security for the fulfilment of all obligations under and in connection with the Agreement - particularly (but not limited to) the proper fulfilment of the terms of the Agreement, including the settlement of accounts, all obligations concerning material defects ("Sachmangel") pursuant to Sec. 434 German Civil Code or legal imperfection in title ("Rechtsmangel") pursuant to Sec. 435 German Civil Code or any other breach of duties – and for all obligations to reimburse payments received, in each case including interest owed.

This said, we

Name and address of surety:

hereby issue a directly enforceable surety bond under German law on behalf of the Supplier, and undertake to pay to the Client each amount up to a total of

Amount:

Amount in words:

We waive the right of deposit.

We waive the defence of voidability ("*Einrede der Anfechtbarkeit*"), the defence of set-off ("*Einrede der Aufrechenbarkeit*") and the defence of failure to pursue remedies ("*Einrede der Vorausklage*") pursuant to Sec. 770, 771 German Civil Code. Though in the cases of fraudulent deception or unlawful threat the defence of voidability ("*Einrede der Anfechtbarkeit*") is admissible. The defence of set-off ("*Einrede der Aufrechenbarkeit*") is admissible, if counterclaims are undisputed or have been legally binding assessed.

Claims under this surety bond become time barred after five years.

This surety bond is issued for an indefinite period in time; it extinguishes with the return of this surety bond to us.

The courts of Essen shall have exclusive jurisdiction.

City, date

Signatures