

**Wzór gwarancji terminowych płatności w języku angielskim**

.....  
*place, date of issuance*

.....  
.....  
*(beneficiary)*

**Payment Guarantee No. \_\_\_\_\_**

This Bank Guarantee (hereinafter called “the Guarantee”) is issued by order of \_\_\_\_\_ *(name, exact address of the applicant)* (hereinafter called “the Applicant”) in order to guarantee the timely payment for \_\_\_\_\_ *(brief description of the contract)* delivered under the Contract no. \_\_\_\_\_ concluded on \_\_\_\_\_ *(date)* between the Applicant and \_\_\_\_\_ *(name and exact address of the beneficiary)* (hereinafter called 'the Contract').

According to the Contract the Applicant is required to provide you with a Payment Guarantee in the amount of \_\_\_\_ *(amount)*, being \_\_\_\_ % of the total price of the Contract.

This being stated we, **BRE Bank Spółka Akcyjna**, with its seat at Senatorska 18 Street, 00-950 Warszawa, Poland (hereinafter called the Bank), waiving all rights of objection and defence arising from the principal debt, hereby irrevocably undertake to pay to you on your first demand, any amount up to:

\_\_\_\_\_ *(currency/amount)*  
*(in words: \_\_\_\_\_ only)*

upon receipt of your written request for payment stating that:

you have supplied the Applicant with the goods (services) in conformity with the terms of the Contract (supplied goods (services) are in accordance with specifications indicated in Appendix No. 1, Appendix No. 2 and Appendix No. 3 to the Contract) and you have not received payment from the Applicant at the due date in the amount claimed under the Guarantee.

Your written request for payment has to be accompanied by a copy of the unpaid invoice and written protocol of receipt of supplied goods (services) in conformity with the terms of the Contract signed by the Applicant and by the Beneficiary.

The total amount of our liability under the Guarantee will be reduced by any payment effected thereunder.

*Our liability under the Guarantee will be reduced by the amount of each partial payment effected by the Applicant in accordance with the Contract, upon receipt by us of the copy of*

*corresponding payment document i.e. \_\_\_\_\_ (name / type / description of the document), which we shall be entitled to accept as evidence of effecting such partial payment.<sup>1)</sup>*

For the purpose of identification, your written request for payment containing the above-mentioned statement together with the copy of unpaid invoice, has to be presented to us through the intermediary of your bank in order to confirm, that the signatures appearing on your request are legally binding upon your firm. If in this respect such bank will use the SWIFT message, it will have to transmit the full wording of your request for payment and of your statement and to confirm at the same time, that the original of the request and the copy of unpaid invoice have been forwarded to us.

Our Guarantee is valid until \_\_\_\_\_ (day, month – in words, year) and if on that date the Bank is not open for the purpose of conducting business - until the first proceeding banking day after such date (hereinafter called the "Expiry Date").

*The Guarantee becomes operative for your claims as of \_\_\_\_\_<sup>2)</sup>*

Your written request for payment or the above described authenticated SWIFT message should be presented to the Bank at our above-mentioned address not later than on the Expiry Date.

The Guarantee should be returned to the Bank when it is no longer required or immediately after the Expiry Date, however the Guarantee will expire fully and automatically:

- on the Expiry Date, if your request for payment is not received at the Bank by this date, even if the original Guarantee is not returned to us,
- upon return of the original Guarantee to the Bank before the Expiry Date,
- on the date of receipt of your letter or an authenticated SWIFT message confirming that we are discharged by you of all our obligations under the Guarantee,
- when the sum of payments effected by the Bank under Guarantee reaches the Guarantee amount.

The Guarantee is subject to the laws of the Republic of Poland.

All disputes arising from the Guarantee shall be resolved by the court competent to the seat of the Bank.

Your rights under the Guarantee cannot be assigned without the prior written consent of the Bank.

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1) *to be inserted if applicable and agreed with the Applicant,*

2) *to be inserted if applicable – to indicate the event or date at which the Bank shall start to honour beneficiary's claims under the Guarantee*