Standardwortlaut

**Zahlungsgarantie**

englisch

**URDG** 758

To:

\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_

Payment Guarantee No.

We have been informed that you, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as seller, hereinafter called the Beneficiary, [have concluded the contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_, hereinafter called the Underlying Relationship, with][[1]](#footnote-1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as buyer, hereinafter called the Applicant, according to which the Beneficiary /\_\_\_\_\_[[2]](#footnote-2)\_\_\_\_will deliver to the Applicant / \_\_\_\_\_\_[[3]](#footnote-3)\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(goods/services as described in contract / order) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter called the Goods / Services[[4]](#footnote-4),

in the total value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

As agreed the Applicant has to provide a bank guarantee in favour of the Beneficiary, amounting to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to cover the fulfilment of the Applicant’s payment obligations towards the Beneficiary resulting from the Underlying Relationship.

In consideration of the aforesaid, we, COMMERZBANK Aktiengesellschaft, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the Guarantor, hereby issue the guarantee on behalf of the Applicant towards the Beneficiary in the maximum amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

and undertake irrevocably

without consideration of any objections and defences of the Applicant or third parties and irrespective of the validity and legal effect of the Underlying Relationship and waiving any objections arising therefrom,

to pay to the Beneficiary any amount claimed from us by the Beneficiary up to the maximum amount of this guarantee upon receipt of the Beneficiary’s first demand in writing, hereinafter called the Demand, in which the Beneficiary indicates simultaneously that and in what respect the Applicant is in breach of its payment obligations under the Underlying Relationship indicating the unpaid amount.

The Demand shall be accompanied by copies of the Beneficiary’s totally or partially unpaid commercial invoice(s) for the Goods / Services4 referring to the Underlying Relationship and by copies of the \_\_\_\_\_\_[[5]](#footnote-5)\_\_\_\_\_\_ evidencing the despatch of the Goods / Services4 as described above.

Transport documents / \_\_\_\_ 5\_\_\_\_\_ shall be issued in English language.

The Demand shall be presented to us solely in paper form.

[For reasons of identification, each Demand under this guarantee shall be transmitted to us via the bank of the Beneficiary which shall confirm that the Demand is signed by the Beneficiary in a legally binding manner.][[6]](#footnote-6)

[The obligation under this guarantee shall be reduced by all amounts which, by order of the Applicant, are paid to the Beneficiary by us - or by the Applicant himself, in which case the reduction shall only become effective upon presentation to us of copies of the relative bank transfer or bank cheque, in each case under reference to the Underlying Relationship.] 6

The obligation under this guarantee shall expire [as soon as the original of this guarantee has been returned to us by the Beneficiary or a third party for discharge, but it expires in any case at the latest][[7]](#footnote-7) on \_\_\_\_\_\_\_\_\_\_. Any Demand must have been received by us at our address in \_\_\_\_\_ on or before the expiry of this guarantee.

[This guarantee shall be transferable.] 6

This guarantee shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision ICC Publication No. 758.

1. If reference to an "order" instead of a "contract" is requested, replace the text between [....] as follows: “have received the order no. \_\_\_\_\_\_\_\_\_, dd. \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the Underlying Relationship, from" [↑](#footnote-ref-1)
2. Name of supplier if not identical with Beneficiary [↑](#footnote-ref-2)
3. Name of consignee of the goods if not identical with Applicant [↑](#footnote-ref-3)
4. Delete the inapplicable [↑](#footnote-ref-4)
5. Name of transport document according to agreed means of transport or generally "transport documents". In case services are rendered, do not insert any copy of transport document in addition to invoice at all unless requested by instructing party [↑](#footnote-ref-5)
6. Paragraph optional, only if requested by the instructing party [↑](#footnote-ref-6)
7. [….] not applicable in case of electronic transmission of the guarantee [↑](#footnote-ref-7)