

Standardwortlaut
Anzahlungsgarantie
englisch
URDG 758

To:

Advance Payment Guarantee No. _____

We have been informed that you, _____, as buyer, hereinafter called the Beneficiary, [have concluded the contract No. _____ of _____, hereinafter called the Underlying Relationship, with]¹ _____, as seller, hereinafter called the Applicant, according to which the Applicant will deliver to the Beneficiary²

_____ (goods/services as described in contract / order) _____,

hereinafter called the Goods / Services³

in the total value of _____.

As agreed, the Beneficiary has to make an advance payment to the Applicant in the amount of ____ % of the total value i.e. _____, hereinafter called Advance Payment, against receipt of a bank guarantee in the same amount in favour of the Beneficiary.

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 irrespective of the validity and legal effect of the Underlying Relationship and waiving any objections arising therefrom

¹ If reference to an "order" instead of a "contract" is requested, replace the text between [...] as follows: "have given the order no. _____, dd. _____, hereinafter called the Underlying Relationship, to"

² In case delivery is effected from another party or to another party amend this clause accordingly.

³ Delete as applicable.

to refund 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 simultaneously indicates

- that, and in what respect the Applicant has not delivered the Goods/rendered the Services³ and
- that the Applicant has failed to comply with its obligation to repay the Advance Payment.

The Demand shall be presented to us solely in paper form.⁴

It shall be a condition for Demands and payment to be made under this guarantee that the Advance Payment has been received by us in the full amount and without reserve in favour of the account no. _____ (insert IBAN) of the Applicant.

Upon credit of the Advance Payment to an account other than the mentioned account, Demands under this guarantee will not be honoured.

[The amount of this guarantee shall be reduced by ___ %⁵ of the value of each delivery, to be evidenced to us by providing copies of the commercial invoice(s) for the Goods/Services³ referring to the Underlying Relationship as well as copies of the _____⁶ _____. The _____⁶ _____ shall be issued in English language.]⁷

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]⁸ 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 subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision ICC Publication No. 758.

⁴ In case the demand is also acceptable in electronic form, replace with: "The Demand has to be presented to us in paper form or in electronic form by authenticated swift message to our swift address COBA _____ through Beneficiary's bankers, in which case Beneficiary's bankers must quote the contents of the Demand."

⁵ Unless otherwise agreed, X% corresponding to the proportion of the advance payment to the total value.

⁶ Name of Transport documents according to agreed means of transport or generally "transport documents". In case services are rendered, do not insert any copy document in addition to invoice at all unless requested by instructing party.

⁷ Paragraph optional, only if requested by the instructing party of the guarantee.

⁸ [...] not applicable in case of electronic transmission of the guarantee.