Name of financial institution

Full postal address of guaranteeing financial institution

*(Financial institution to be agreed in advance with Rolls-Royce Solutions GmbH,*

*Department FD, Mr. Baake, tel.: +49 (0) 7541 90-8893)*

**Warranty bond no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(hereinafter referred to as “Contractor”)*

has entered, together with Rolls-Royce Solutions GmbH

Maybachplatz 1

88045 Friedrichshafen (*hereinafter referred to as “Customer”*),

into a contract for the supply and/or performance of:

|  |  |
| --- | --- |
| Deliverable: |  |
| Contractor's reference no: |  |
| Customer's order no.: |  |
| Customer's order date: | DD.MM.YYYY |
| Order value: | EUR .......... incl. 19% VAT. |

To secure all warranty claims of the Customer against the Contractor including damages and reimbursement of overpayments including interest in connection with the aforementioned contract, the Contractor is bound to provide the Customer with a warranty bond.

Now, therefore, we, Name of financial institution complete with full postal address hereby assume the irrevocable, directly enforceable guarantee to secure all warranty claims of the Customer against the Contractor, including compensation for damages as well as the reimbursement of overpayments, including interest, to the Customer and undertake to pay to the Customer any amount up to a maximum of:

|  |  |  |
| --- | --- | --- |
| **EUR** |  | |
| (in words: EUR |  | 00/100) |

We hereby waive any rights to pleas of contestability, set-off and anticipatory action (Sections 770 and 771 of the German Civil Code). The waiver of the plea of set-off does not apply where the Contractor's counterclaim is undisputed or has been established by a court of law.

This guarantee is unlimited in time.

Our obligations under this guarantee shall expire following expiry of the warranty period and following return of this original guarantee document to us by the Customer.

The possibility of release from the obligations arising from this guarantee by depositing the guaranteed sum is hereby waived.

This guarantee shall remain valid even in the event of a change of ownership or a change in the legal form of the Contractor.

This guarantee shall be governed exclusively by the laws of the Federal Republic of Germany.

The exclusive place of jurisdiction for all disputes arising from or in connection with this guarantee is the registered domicile of the Customer.

Should any of the provisions of this warranty bond be or become legally invalid or unenforceable, for whatever reason, or should this warranty bond contain a regulatory gap, the validity of the other provisions shall remain notwithstanding.

An appropriate legally permissible provision which approximates most closely to what the contracting parties intended or would have intended had they considered the aspect in question shall apply in place of the invalid or unenforceable provision or in order to close the regulatory gap.

Name of financial institution

Place and date.

*Stamp plus two signatures*

Name of signatories in block capitals or name stamp.