**Advance Payment Guarantee**

*Name of the financial institution issuing this guarantee including its legal form*

*full postal address of the guaranteeing financial institution (no P. O. Box !)*

*(Financial institution to be agreed upon before issuing this guarantee with Rolls-Royce Solutions GmbH, Department FC-T, Mr. Baake, phone: +49 (0) 7541 90-8893)*

**Advance Payment Guarantee 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:

|  |  |
| --- | --- |
| Description of the goods / services: |  |
| Contractor's reference no: |  |
| Customer's order no.: |  |
| Customer's order date: | DD.MM.YYYY |
| Order value: | EUR .......... incl. 19% VAT |

As agreed upon, the Contractor is to receive an advance payment from the Customer in connection with the aforementioned contract in the amount of EUR \_\_\_\_\_\_\_\_\_\_ incl. 19% VAT (in words: EURO \_\_\_\_\_\_\_\_\_\_ 00/100 incl. 19% VAT).

This advance payment is to be refunded by the Contractor to the Customer if and to the extent that the Contractor does not fulfill, in whole or in part, its delivery and/or performance obligations under the above contract.

To secure this reimbursement obligation, the Contractor is bound to provide the Customer with an advance payment guarantee.

Now, therefore, we, *Name of the financial institution together with its full postal address (no P. O. Box !) and including its legal form* hereby establish this irrevocable and directly enforceable guarantee and irrevocably guarantee the above reimbursement obligation of the Contractor to the Customer and undertake to pay to the Customer any amount or amounts up to a maximum aggregate amount of:

|  |  |
| --- | --- |
| **EUR** |  |
| (in words: EURO |  | 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 shall come into force following payment of the above advance payment sum by the Customer.

This guarantee is unlimited in time.

Our obligations under this guarantee shall expire following complete delivery and/or performance and following the 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 and legal regulations 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 guarantee be or become legally invalid or unenforceable, for whatever reason, or should this guarantee 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 the financial institution including its legal form*

*Place and date*

*Stamp plus two legally binding signatures*

*Name of signatories in block capitals or name stamp*