

## **Warranty guarantee**

### **Guarantor:**

Coöperatieve Rabobank U.A. (also trading under the name: Rabobank), statutorily established at Amsterdam, the Netherlands, having its office at Croeselaan 18, 3521 CB Utrecht, the Netherlands hereafter referred to as: the “bank”

### **Applicant:**

*Gegevens opdrachtgever / Applicant details*

### **Beneficiary:**

*Gegevens begunstigde / Beneficiary details*

### **Underlying relationship:**

*the Applicant's obligation in respect of beschrijving van de onderliggende overeenkomst / further description*

### **Maximum guarantee amount**

*Garantiebedrag / Guarantee amount*

### **Expiry:**

*Afloopdatum garantie / Expiry date*

By way of independent commitment, the bank irrevocably guarantees to the beneficiary security for the fulfillment by the applicant of its warranty obligations arising from the underlying relationship.

The bank undertakes to pay the beneficiary the amounts to be specified by the beneficiary in writing up to the maximum guarantee amount, upon receipt of the beneficiary's first written and signed demand for payment. This demand must state in what respect the applicant is in breach of its obligations under the underlying relationship.

Any demand for payment pursuant to this bank guarantee must be sent to the bank by courier or registered mail to the address stated above, attn. Trade Services, Guarantee Department. The demand for payment must have been received by the bank at this address during the validity of the bank guarantee.

If the bank has made one or more payments under this bank guarantee, the amount of this bank guarantee will be automatically and immediately reduced each time by the same amount as the amount of the payment(s).

This bank guarantee is valid until the applicant has fulfilled all its obligations under the underlying relationship, which will become evident to the bank through the receipt of a written declaration of release signed by the beneficiary, whether or not accompanied by this original bank guarantee, however up to and including the expiry date stated above.

The rights under this bank guarantee, including the right to claim this bank guarantee, are not available for transfer, assignment or pledge.

Documents issued by or on behalf of the applicant or beneficiary or any other person, including any demand for payment, must be issued in the language of the bank guarantee.

This bank guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication no. 758. (Or: this bank guarantee is governed by Dutch law. Any disputes relating to this bank guarantee shall exclusively be submitted to the competent Dutch court.)

Specimen