|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To Wacker Chemie AG  Johannes-Hess-Str. 24  84489 Burghausen  Germany | | | | | | Guarantee no. | | | | |  | |  |
|  | | | | |  | | |
|  | | | | |  | | |
| advance payment guarantee | | | | | | | | | | | | | |
| |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | A contract | | (order no.:     ) | | | for |  | |  | | | for a total price of EUR | | |  | | was entered into on | |  | |  | | between you, Wacker Chemie AG, with registered office in Munich, HRB no. 159705, or in the case of a different customer the registered WACKER company referred to in the above contract (the “Customer”), | | | | | | | | | | | and |  | | | (the “Company“). | | | | | | | | | | | | | | | | | | | |
| According to this contract, the Customer has agreed to make an advance payment of | | | | | | | | | | EUR | |  | |
| to the Company for which the Company has to provide an advance payment guarantee. | | | | | | | | | | | | | |
| On behalf of the Company we, | |  | | | | | | | , hereby assume the directly enforceable | | | | |
| guarantee and agree to pay every amount up to a total of | | | | | | | | | | | | | |
| EUR | | | |  | | |  | | | | | | |
| (in words: |  | | | | | | | | | | ). | | |
| to the Customer upon written request if the Customer confirms to us in writing that the Company has failed to comply with its contractual obligations.  The defences of set-off and failure to pursue remedies according to section 770 subsection 2 and section 771 German Civil Code (*Bürgerliches Gesetzbuch* – BGB) and the right to provide a deposit are waived. In relation to the right under section 770 subsection 2 German Civil Code (defence of set-off), the waiver of the defence does not apply if the Company’s counterclaim is undisputed or has been recognised by non-appealable judgment.  This guarantee is valid for an indefinite period and expires when this guarantee certificate is returned. The guarantee claim does not expire before the secured principal claim. However, it expires no later than 30 years after the start of the statutory limitation period.  The place of jurisdiction is Munich. This guarantee is governed by German law.  Any ancillary agreements or changes to this guarantee, if they encumber the guarantor, are only valid if made in written form.  Should any provisions of this guarantee be or become ineffective or unenforceable or should any omissions emerge in this guarantee, this will not affect the remaining provisions of the guarantee. | | | | | | | | | | | | | |
|  | | | (place), dated | |  | | |  | | | | | |
|  | | | | | | | |  | | | | | |
| Signature | | | | | | | | | | | | | |