

# Advance payment guarantee

The Contractor

Name and registered office of the Contractor:

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and the Employer

Name of the Employer:

<b>Amprion GmbH</b> <b>Robert-Schuman-Straße 7</b> <b>D-44263 Dortmund</b>
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have concluded the following contract:

Order no:	Date:
Designation of the service	

Under the terms of this contract, the Contractor shall be entitled to an advance payment against provision of an advance payment guarantee.

Having said this, we, the

Name and address of the guarantor:

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hereby provide for the Contractor a directly enforceable, unconditional (not on first demand) and irrevocable guarantee [*selbstschuldnerische, unbedingte (nicht auf erstes Anfordern) und unwiderrufliche Bürgschaft*] to secure the Employer's claims against the Contractor for the fulfilment of any repayment obligations arising from the contract, including any interest claims, and undertake to pay any amount up to a total of

Amount
Amount in words:

to the Employer.

Claims can only be made against us for payment of money.

We waive the right of deposit [*Verzicht auf das Recht zur Hinterlegung*] as well as the defences failure to pursue remedies, of voidability and set-off [*Einreden der Vorausklage, der Anfechtung und der Aufrechenbarkeit*] (Sections 771, 770 (1), (2) BGB). However, the defence of set-off shall be admissible if the counterclaim is undisputed or final and absolute under a Court judgement.

Claims arising from the guarantee expire five years after the end of the year in which these claims become due.

The guarantee is unlimited in time; it expires when this guarantee certificate is returned to us. The place of jurisdiction is Dortmund. German law shall apply.

Place, date

Signatures