

Our Ref.: \_\_\_\_\_  
Date: \_\_\_\_\_

Account number: \_\_\_\_\_

Sort code: \_\_\_\_\_

Name und address of principal:

Contact details of person in charge at principal's end:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**11 Application for Issuance of a Guarantee**

I/We ask you to issue or to arrange for issue/confirmation of the following guarantee:

1. **Class of Guarantee**     Standby L/C without confirmation     Standby L/C with confirmation  
 Surety     Guarantee     Confirmation of financing     Surety payable on first demand

**Risk notice with regard to guarantees payable "on first demand": Guarantees, Standby Letters of Credit and Sureties payable on first demand include special risks. The corresponding risk notice contained in your Conditions for Guarantee Business is known to me/us.**

2. **Type of Guarantee** (e.g. rental payment guarantee, tender guarantee, advance payment guarantee, performance guarantee)

Only for customs guarantees	EORI no.:	If applic., excise tax or duty no:
Details of the person liable to pay tax or duty	VAT no.:	

3. **Guaranteeissuing bank:**

yourselves towards the Beneficiary (direct)     a correspondent bank at your discretion (indirect)

the following bank (indirect): \_\_\_\_\_

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**or**  
(only applicable to Standby Letters of Credit, see item 1 A or C):

Issuance by yourselves towards the Beneficiary

with advice and     without adding confirmation (A) or     adding confirmation (C)

by a correspondent bank at your discretion    or

by the following bank: \_\_\_\_\_

4. **Issuing**     as document/letter     by SWIFT/telex     \_\_\_\_\_

5. **Applicable Rules** (for foreign guarantees only):     none     URDG     other \_\_\_\_\_

Please refer to Nos. 9 and 10 of the Conditions for Guarantee Business. Applicable rules shall apply in addition thereto, unless they are inconsistent with the Conditions for Guarantee Business. If no choice is made and unless agreed otherwise, no rules will apply to govern the guarantee.

6. **Amount of Guarantee \***    **Currency (ISO Code)**    **% of value of offer/contract**

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Unless otherwise directed below, liability under the guarantee shall be limited to the guarantee amount (=maximum liability amount).

**Deviating regulation:**

Liability for guarantee amount plus interest and costs without limitation: Guarantee surcharge\*\* \_\_\_\_\_ (Amt./ISO)

\*) The total of guarantee amount plus any surcharge will be charged to my/our guarantee account and forms the basis of calculation of guarantee commission.

\*\*) Unless otherwise agreed, the guarantee surcharge is a flat rate of 10% on the guarantee amount. The bank is liable towards the Beneficiary for interest and costs without limitation and therefore has to make payment to the Beneficiary even in excess of the guarantee surcharge. In this case, the bank is entitled to debit the full amount to the Principal, i.e. even in excess of the guarantee surcharge.

7. **Expiry of Guarantee:**     date of expiry \_\_\_\_\_     unlimited as to validity (approx. expiring): \_\_\_\_\_

8. **Beneficiary:** \_\_\_\_\_  
 (no P.O. Box address) \_\_\_\_\_  
 \_\_\_\_\_

9. **Reference of**     mine/ours: \_\_\_\_\_     beneficiary: \_\_\_\_\_

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type of Guarantee: \_\_\_\_\_ , Guarantee amount: \_\_\_\_\_ ,

expiry of Guarantee: \_\_\_\_\_ , my/our reference: \_\_\_\_\_ ,

beneficiary's reference: \_\_\_\_\_

**10. Exact description** of principal liability from the underlying business/transaction

(Object of delivery in the same language as used in the offer/contract etc./if known: expected date of delivery):

\_\_\_\_\_

Type/reference of offer order / contract \_\_\_\_\_ dd: \_\_\_\_\_ Total value of order contract: \_\_\_\_\_

Ref. of tender/ invitation to bid: \_\_\_\_\_ dd: \_\_\_\_\_ Tender closing date: \_\_\_\_\_

**11. Wording of Guarantee**

[Standard wording of guarantee-issuing bank](#)

Wording drafted by beneficiary (see annex)

Wording drafted by me/us (see annex)

Other (if applic., see annex)

(e.g. effectiveness/reduction clauses, special terms)

Only for guarantees with a clause providing for full receipt of money, especially for performance guarantees covering warranty obligations or advance payment guarantees:

Cash receipt acct. no.; \_\_\_\_\_ **or**

IBAN: \_\_\_\_\_ at Commerzbank AG

**12. Original of Guarantee** by guarantee-issuing bank or **advising notice** by advising bank to be delivered by

simple mail dispatch       courier service       handing over

to  me/us       Beneficiary

third party \_\_\_\_\_

**13. Debit** my/our account no. \_\_\_\_\_ Sort code \_\_\_\_\_

with your expenditures, guarantee commission and other charges.

Unless agreed otherwise, commission is payable annually in advance.

**14.  I am/We are acting for my/our own economic interest and not upon request of a third party.**

**I/We am (are) acting upon request of a third party.**

↳  The third party mentioned is a majority owned subsidiary (> 50 % share)

Consequently, please issue the guarantee for the economic interest of: (no P.O. Box address)

Name \_\_\_\_\_

Street, number \_\_\_\_\_

Postal code, City, Country \_\_\_\_\_

**Duty of the account holder to cooperate pursuant to the German Money-Laundering Act:**

In the event that the mandatory information, given to the bank, changes in the course of the business relationship the account holder is obliged to notify the bank without undue delay.

**15. Other**

\_\_\_\_\_

**Applicable law and jurisdiction:**

This “Application for Issuance of a Guarantee” is subject to German law. If the Principal is a merchant and the placing of this “Application for Issuance of a Guarantee” is to be attributed to the business operation of his trade, the bank may sue him before the courts at the place of the instructed branch of the bank or before another competent court. In this case, the bank itself may be sued by the Principal only before the courts at the place of the instructed branch of the bank.

This Application is subject to your [Conditions for Guarantee Business](#) and also to your [General Business Conditions](#) which may be inspected at any branch of the bank and will be sent on request. Several signatories are liable as joint and several debtors.

**Signatures verified:** \_\_\_\_\_

(Signature of Bank Employee)

Stamp and signature(s) of Principal

Bank internal remarks referring to the „Application for Issuance of a Guarantee“

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dd: \_\_\_\_\_, type: \_\_\_\_\_,

amount: \_\_\_\_\_, expiry: unlimited as to validity (e.g. as no fixed date of expiry entered under item 7),

reference of mine/ors: \_\_\_\_\_, reference of mine/ors: \_\_\_\_\_

## For internal use by the Bank

Avalprovison p.a: \_\_\_\_\_ %

Mindestprov.betrag: \_\_\_\_\_ EUR p.a.

Bearbeitungsentgelt: \_\_\_\_\_ EUR

Änderungsentgelt: \_\_\_\_\_ EUR

\_\_\_\_\_ : \_\_\_\_\_ EUR

Genehmigung Verzicht/ Teilverzicht

Datum: \_\_\_\_\_ Unterschrift Kompetenzträger: \_\_\_\_\_

Vorliegenden „Auftrag zur Übernahme eines Avals“ kreditmäßig geordnet:

Datum: \_\_\_\_\_ Unterschrift Kompetenzträger: \_\_\_\_\_

## Bearbeitungsvermerke bei Herauslage an Tochtergesellschaften Mehrheitsbesitz (> 50 %)

Hiermit bestätige ich, dass es sich bei dem in Punkt 14 aufgeführten abweichenden Auftraggeber um eine Tochtergesellschaft im Mehrheitsbesitz (> 50 %) handelt.

Die Beteiligungsverhältnisse habe ich anhand Register/Gesellschafterliste, die in der eAkte F abliegen, geprüft.

Ort, Datum \_\_\_\_\_

Unterschrift \_\_\_\_\_

Name in Klarschrift \_\_\_\_\_