

# Performance guarantee

The Contractor

Name and registered office of the Contractor:

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and the Employer

Name of the Employer:

**Amprion GmbH  
Robert-Schuman-Straße 7  
D-44263 Dortmund**

have concluded the following contract:

Order no:

Date:

Designation of the service

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Under the terms of this contract, the Contractor shall provide a performance bond to secure the Employer's claims against the Contractor for contractual fulfilment of the services owed, including claims for additional and amended services (changes of scope [*Leistungsänderungen*]) and for fulfilment of all other contractual obligations, including reimbursement of overpayments, damages, contractual penalties and fulfilment of claims for defects identified up to acceptance. Claims that arise after acceptance are expressly excluded from the purpose of security. Furthermore, claims are excluded if the Contractor has provided security for them in the form 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 aforementioned claims of the Employer against the Contractor and undertake to pay any amount up to a total of

Amount

Amount in words:

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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 of 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.

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Place, date

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Signatures