**Engineering, Procurement & Construction Contract**

**SPARE SPM BUOY OF BŪTINGĖ TERMINAL**

**INSTALLATION OF TELEMETRY, INSTRUMENTATION & AUTOMATION AND**

**POWER SUPPLY SYSTEMS**

**STC ANNEX No. 6**

**WARRANTY GUARANTEE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Rev.** | **0** | **1** | **2** | **3** | **4** |
| **Date** | **2025-05-08** |  |  |  |  |

MT 760

**Sender: \_\_\_\_\_\_ (SWIFT), \_\_\_\_\_\_\_ bank**

**Receiver: CBVILT2X (SWIFT), AB SEB bankas, Vilnius, Lithuania**

27: Sequence of Total

1/1

20: Transaction Reference Number

XXXX

30: Date

XXXX

40C: Applicable Rules

URDG 758

77C: Details of Guarantee

Quote

Beneficiary:

Public Company ORLEN Lietuva

Mažeikių St. 75, Juodeikiai Village

LT-89453 Mažeikiai District Municipality

Lithuania

Warranty Guarantee

No.\_\_\_\_\_\_\_

We have been informed by our customer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “the Contractor”), that it has concluded contract No.\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ with you for the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Furthermore, we understand that, according to the conditions of the contract, a warranty guarantee, hereinafter “the Guarantee”, is required.

At the request of the Contractor, we, \_\_\_\_\_ Bank, registered office *(bank adress)* \_\_\_\_\_\_\_\_\_\_, hereby irrevocably undertake to pay to you any amount in total not exceeding \_\_\_\_\_\_\_\_\_ (say: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) within 7 (seven) banking days upon receipt of your original written and duly signed request for payment (acceptable by authenticated SWIFT message) conforming with the Guarantee conditions, i.e., with a reference to this Guarantee No.\_\_\_\_\_\_ stating that: the Contractor is in breach of its warranty obligation(s) under contract No.\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_; and the respect in which the Contractor is in breach.

The total amount of the Guarantee shall be reduced by any payment effected by us hereunder.

Any written announcements including request for payment must be presented through your bankers (acceptable by authenticated SWIFT message), requesting them to confirm to us that the signature appearing on your announcement/request for payment is in conformity with the specimen of signature held with your bankers and that the signatory has the right to sign on behalf of your company (hereinafter called „the Signature confirmation “).

Any documents presented to us under this Guarantee shall be in English.

This Guarantee shall be valid until \_\_\_\_\_\_\_\_\_\_\_\_\_.

All our obligations under this Guarantee shall terminate:

1. on expiry of this Guarantee,
2. when no amount remains payable under it, or
3. on presentation to us of your signed release from liability under the Guarantee.

Any your request for payment shall not be honoured, if it is received by us at the above-mentioned address after the Guarantee expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No 758. Presentation of supporting documents under article 15(a) of the URDG is excluded.

Bank charges in the contractor bank are for contractor’s account and charges in the beneficiary’s

bank are for the beneficiary’s account.

*Note: Warranty Guarantee to be issued by investable grade class Bank with at least Standard & Poors rating of* ***BBB*** *or equivalent rating by other Agency.*