Enclosure No. 10

[LOCALITY, DATE] …..……….

**ANWIL S.A.**

ul. Toruńska 222

87 – 805 Włocławek

KRS: 0000015684

NIP: 888-000-49-38

(hereinafter referred to as the “**Beneficiary**”)

**BANK GUARANTEE OF PROPER PERFORMANCE OF THE CONTRACT**

**/REMOVAL OF DEFECTS IN THE SUBJECT OF THE CONTRACT\* (\* *delete an unnecessary entry*)**

**No. ..........................**

This guarantee, hereinafter referred to as the “**Guarantee**”, has been issued at the request of [SUPPLIER'S NAME] …………………………………… with its registered office in [EXACT ADDRESS] ………………………………………………., registered in the ………………… Court, ……. Commercial Division of the National Court Register under KRS number: …………….., NIP ……………….., share capital (paid-up capital) PLN ……………….., hereinafter referred to as the “**Contractor**”, in order to secure proper performance by the Contractor of its obligations under contract No. ............ concluded on............................ concerning ............... [SUBJECT OF THE CONTRACT], hereinafter referred to as "the **Contract**".

Pursuant to the Contract, the Contractor should provide the Beneficiary with a **guarantee of proper performance of the Contract / removal of defects in the subject of the Contract\*** on the terms specified in the Contract.

We, [BANK NAME] ………………. Joint Stock Company with its registered office in [EXACT ADDRESS] ………………………………………………., registered in the ………………….. Court, ….. Commercial Division of the National Court Register under KRS number: ........................, NIP ......................, share capital (paid-up capital) PLN ................, hereinafter referred to as the "**Bank**", acting on behalf of the Contractor, irrevocably and unconditionally undertake to pay the Beneficiary any amount up to the total maximum amount of:

………………………….……. (currency, amount)

(in words: …………………………………………………….)

within 7 (in words: seven) days after receiving the first written request for payment from the Beneficiary and a written statement that the Contractor, being obliged to do so, **has not performed or has improperly performed the Contract / has not removed or has improperly removed the defect in the subject of the Contract\*.**

The request for payment and the statement referred to in the previous sentence may be submitted in one document or in two separate documents. In addition, the mentioned documents must be signed by persons authorised to represent the Beneficiary for the purpose of signing the requests for payment under the guarantee and should be delivered to the Bank before the expiry of the Guarantee validity period, as defined below, in original by registered mail or courier service to the following address ................., or via the Beneficiary's bank in the form of an authenticated SWIFT message (SWIFT Bank code:: ………..). In the case of a request for payment in the form of authenticated SWIFT message, the Beneficiary's bank shall confirm that it holds the original of the request for payment and of the Beneficiary's statement, shall cite the contents of these documents in detail, and shall send the original documents promptly to the Bank.

Regardless of the form of delivery of the request for payment and the statement to the Bank, it is required to provide the Bank with the confirmation of the Beneficiary's bank stating that the signatures on the request for payment and the statement have been made by persons authorised to represent the Beneficiary for the purpose of signing the requests for payment under the guarantee.

The Bank's liability under the Guarantee shall be reduced by partial payments made by the Bank to the Beneficiary.

The Guarantee shall be valid from the date of conclusion of the Contract / date of issue of the Guarantee until ................. inclusive, hereinafter referred to as the "**Guarantee validity period**", which means that the request for payment and the statement referred to above must be received by the Bank before the expiry of the Guarantee validity period.

The Guarantee shall expire automatically and completely in case if:

1. the Beneficiary's request for payment and the Beneficiary's statement are delivered to the Bank after the expiry of the Guarantee validity period,
2. the Beneficiary releases the Bank from all obligations under the Guarantee, before the expiry of the Guarantee validity period,
3. the Bank's performance under the Guarantee reaches the amount of the Guarantee,
4. the Guarantee is returned to the Bank before the expiry of the Guarantee validity period.

The Guarantee should be returned to the Bank after the expiry of the Guarantee validity period. If the Guarantee is not returned to the Bank, the Bank's obligation under the Guarantee shall expire upon expiry of the Guarantee validity period.

The Guarantee shall be governed by Polish law.

The Guarantee is not transferable.

Any disputes arising from the Guarantee shall be settled by an ordinary court of competent jurisdiction for the registered office of the Beneficiary.

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(Company stamp, function stamps and signatures of employees)