

**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-89467 Mažeikiai District Municipality

Lithuania

**PERFORMANCE GUARANTEE No. \_\_\_\_\_**

We have been informed by our customer, **xxxx**, identity code **xxxx**, legal address **xxxx**, (hereinafter called the Contractor), that he has concluded a contract No. \_\_\_\_\_ dated **xxx** of **xxx** 20**xx**, with you **Public Company ORLEN Lietuva**, identity code 166451720, for the LPG flare system renovation – design, manufacture and construction works at Public Company Orlen Lietuva (hereinafter called the Contract). As security for the due performance of the above mentioned Contract, a performance guarantee by a bank shall be furnished.

At the request of the contractor, we, **xxxx**, acting **xxxx**, registered office: **xxxx**, hereby irrevocably and unconditionally undertake to pay to you any amount in total not exceeding **xxxx EUR (say: txxxx euros)** within period of **xxx** working days after receipt by us of your written demand for payment (acceptable by authenticated SWIFT message) and your written statement stating that the Contractor fully or partially has failed to fulfill his obligations in accordance with the conditions of the Contract.

The total amount of the guarantee will 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).

This guarantee is valid until **xxx of xxx, xxx**.

This guarantee is personal to you and is not transferable or assignable or intended for pledge.

All our obligations under this guarantee shall expire if any of these conditions occur:

1. we have not received at the above mentioned our address your request for payment together with Signature confirmation until the last date of guarantee validity (inclusive);
2. You notify us in writing (acceptable by authenticated SWIFT message) that you waive your rights under this guarantee.

This guarantee is personal to you and is neither transferable nor assignable.

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

This guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No 758 (URDG).

On behalf of **xxxx**

\_\_\_\_\_

\_\_\_\_\_