|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To Wacker Chemie AG  Johannes-Hess-Str. 24  84489 Burghausen | | | | | | Guarantee no. | | | |  |  |
|  | | | | | |
| guarantee for performance and IN case of breach of contract | | | | | | | | | | | |
| |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | A contract | | (order no.:     ) | | | for |  | |  | | | for a total price of EUR | | |  | | was entered into on | |  | |  | | between you, Wacker Chemie AG, with registered office in Munich, HRB no. 159705, or in the case of a different customer the registered WACKER referred to in the above contract (the “Customer”), | | | | | | | | | | | and |  | | | (the “Company“). | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | |
| According to this contract, the Company is required to provide a guarantee of EUR | | | | | | | | |  | | |
| for performance and in case of breach of contract as security for all obligations of the Company under this contract, in particular but not exclusively performance of the contract (including where the Customer performs the contract itself), any possible claims of the Customer against the Company for a contractual penalty, damages, claims due to possible claims against the Customer on account of breach of contract by the Company and its subcontractors and, where appropriate, other subcontractors (liability of the Customer for obligations under the entire subcontractor chain) under the German Act on mandatory working conditions for employees normally employed in Germany who are sent on international secondments (German Employee Secondment Act (*Arbeitnehmer-Entsendegesetz*)) and other statutory obligations (e.g. liability for social security contributions). | | | | | | | | | | | |
| The guarantee for performance and in case of breach of contract does not cover claims based on defects. | | | | | | | | | | | |
| On behalf of the Company we, | |  | | | | | | | , hereby assume the directly enforceable | | |
| guarantee and agree to pay every amount up to a total of | | | | | | | | | | | |
| EUR | | | |  | | |  | | | | |
| (in words: |  | | | | | | | | | ). | |
| The defences of set-off and failure to pursue remedies according to section 770 subsection 2 and section 771 German Civil Code (*Bürgerliches Gesetzbuch* – BGB) and the right to provide a deposit are waived. In relation to the right under section 770 subsection 2 German Civil Code (defence of set-off), the waiver of the defence does not apply if the Company’s counterclaim is undisputed or has been recognised by non-appealable judgment.  This guarantee is valid for an indefinite period and expires when this guarantee certificate is returned. The guarantee claim does not expire before the secured principal claim. However, it expires no later than 30 years after the start of the statutory limitation period.  The place of jurisdiction is Munich. This guarantee is governed by German law.  Any ancillary agreements or changes to this guarantee, if they encumber the guarantor, are only valid if made in written form.  Should any provisions of this guarantee be or become ineffective or unenforceable or should any omissions emerge in this guarantee, this will not affect the remaining provisions of the guarantee. | | | | | | | | | | | |
|  | | | (place), dated | |  | | |  | | | |
|  | | | | | | | |  | | | |
| Signature | | | | | | | | | | | |