



Project co-financed by the European Regional Development Fund under the Innovative Economy Operational Program

Annex no 2

Place, date.....

**PERFORMANCE BANK GUARANTEE AGREEMENT
AND REMOVAL OF DEFECTS AND SHOOTING**

Guarantor:

Required:

Beneficiary: ABB Sp. of o.o, ul. Żegańska 1, 04-713 Warsaw

§ 1

1. Respondent signed on 2015. Agreement (hereinafter referred to as the Agreement) with the Beneficiary, for sale
2. In accordance with the Agreement, Respondent is required to submit a performance bond in the form of a bank guarantee or insurance.

§ 2

Guarantor hereby irrevocably and unconditionally upon first written demand for payment to the Beneficiary of the amount to the total amount (say:) - is the sum of the guarantee in respect of non-performance or improper performance of the Contract by the principal. Good Performance Guarantee will be able to be used by the Employer to cover any claims arising out of this Agreement, including the liquidated damages, payment of compensation to subcontractors, damages for improper performance of the Contract and the cost of carrying replacement.

§ 3

The amounts indicated in § 2. 1 and paragraph. 2 represent the upper limit of the liability of the Guarantor under specified respectively in § 2 Any amount paid under the guarantee reduces the total amount of cover and sum insured specified in § 2, respectively.

§ 4

This warranty is valid from the day until including the defined in § 2 Guarantee.

The guarantee shall expire automatically and completely in case of:

1. if the request for payment, along with the required documents have not been transferred to the Guarantor at the time;
2. fulfill obligations by the debtor that is the subject of warranty;
3. release principal or the Guarantor by the Beneficiary from all obligations under the guarantee before the expiry of its validity;
4. when the benefits paid by the Guarantor have reached the amount of the guarantee;

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526-030-44-84, PL 5260304484
Environmental Protection No: GIOŚ E0008536WBW
Share capital: 350.655.734,00PLN
Internet address: www.abb.pl

District Court for the Capital City
of Warsaw, XIII Economic Department,
Polish Court Register under the
KRS No. 0000004745



5. when the original warranty will be returned by the Beneficiary to the Guarantor before the expiry of the warranty.

§ 5

The guarantor shall pay to the Beneficiary's first written request, within 14 days from the date of service of this summons, together with a written statement from the Beneficiary that the Respondent despite written notice within the prescribed period in the tender offer, has not performed or improperly performed its obligations under the defined respectively in § 2.

Payment of the guarantee will be transferred to the account indicated by the beneficiary in the request for payment, provided that:

1st Call for payment shall be signed by a person authorized to represent the beneficiary in this regard. Second summons to pay Beneficiary pass through the bank holding the account to confirm the authenticity of the signatures submitted for the tender offer.

§ 6

This warranty should be returned to the Guarantor after the expiry of its validity, or in the case of the full implementation of the Beneficiary claims. With the expiry of the warranty obligation hereunder shall cease, despite the lack of return guarantee.

§ 7

The claim under this warranty shall not be subject to transfer to a third party.

§ 8

1. The rights and obligations under this warranty and to the settlement of disputes arising in connection with this warranty shall be governed by Polish law.
2. All disputes arising out of this warranty shall be settled by the competent court according to the generally applicable rules.

§ 9

This guarantee is drawn up in a single copy.

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(stamp and signature of the person representing)