

Gwarancja Zapłaty w Związku z Zawarciem Umowy Przesyłowej (wersja angielska)

(Bank's seal)

(place and date of Guarantee execution)

Beneficiary:

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.

ul. Mszczonowska 4, 02-337 Warsaw

(Beneficiary's name and registered office address)

BANK GUARANTEE OF PAYMENT NO

We have been instructed by our Client _____
(Principal's name and registered office address), hereinafter referred to as the "Principal" to grant a bank guarantee of payment of the amount of PLN _____
(in words: _____) in connection with Transmission Contract No _____ signed (date) _____

NOW, THEREFORE, we _____ (Bank's name, address, registration details) _____, acting upon the instruction of the Principal, irrevocably and unconditionally guarantee that we will pay you up to PLN _____ (in words: _____), upon your first demand for payment, which shall be made in writing, be duly signed by individuals authorised to incur financial liabilities on the Beneficiary's behalf and contain a statement that the Principal has failed, in whole or in part, to perform its obligations under the Agreement

The payment under this guarantee shall be made by us within 7 days of the receipt of the above-mentioned demand for payment.

For identification purposes, the Beneficiary's demand should be served through the intermediary of an account bank of the Beneficiary, which should certify that the signatures on the demand for payment belong to individuals authorised to incur financial liabilities.

Our Guarantee is valid from _____ (the effective date of the Agreement) until _____ (date of expiry of the Agreement). This guarantee shall expire automatically and completely in case when your demand for payment together with your statement has not been delivered to us within the validity term of the Guarantee.

This Guarantee should be returned to us upon the expiry of its term.

Despite any failure to return the Guarantee to us, our obligation hereunder shall expire upon the expiry of the term hereof .

This Guarantee is not transferable and the rights arising therefrom are non-assignable. Our Bank shall effect payments solely in your favour.

All payments executed under this Guarantee shall automatically reduce the available amount thereof. Partial and multiple drawings are permitted.

*Any disputes resulting from this Guarantee shall be settled in accordance with **Polish law by a court in the Republic of Poland** having a jurisdiction over the registered office of the Beneficiary.*

(Bank's seal and signatures of individuals authorised to make declarations of will on behalf of the Bank)

