

AVIS Bank  
 Trade Finance

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Applicant**

 Company/  
 Name/Surname \_\_\_\_\_  
 ZIP/City \_\_\_\_\_  
 Contact person \_\_\_\_\_  
 Phone no. \_\_\_\_\_  
 Our reference \_\_\_\_\_

 If principal obligor is not the same as the principal,  
 please mention under "Remarks".

## Order to issue a bank guarantee or bankers draft

I/We hereby request you to issue on my/our behalf and for my/our account a guarantee as per the following conditions:

**Bank guarantee currency/amount/expiry**

€	\$	=	% [of total price]	Expiry date _____
---	----	---	--------------------	-------------------

**Purpose of guarantee/Language**

<input type="checkbox"/> Offer	<input type="checkbox"/> Advance payment	<input type="checkbox"/> Performance	<input type="checkbox"/> Warranty	<input type="checkbox"/> Guarantee for construction works (CH)
<input type="checkbox"/> Payment	<input type="checkbox"/> Credit security	<input type="checkbox"/> Rental (apartment)	<input type="checkbox"/> Credit Card	Proof of Funds for payment performance
<input type="checkbox"/> Wording as per enclosure	Language: <input type="checkbox"/> German	<input type="checkbox"/> English	<input type="checkbox"/> French	<input type="checkbox"/> Italian

**Involvement of a third bank**

<input type="checkbox"/> Yes	<input type="checkbox"/> No	if yes: <input type="checkbox"/> Issuing (Counter-guarantee/indirect guarantee) Draft issuer
		<input type="checkbox"/> Transmission without commitment

**Legal form (if issued directly by AVISPay to the Beneficiary)**

<input type="checkbox"/> Guarantee	<input type="checkbox"/> Simple guarantee	<input type="checkbox"/> Standby LC/UCP *	<input type="checkbox"/> Guarantee as per ICC URDG*
<input type="checkbox"/> Confirmed payment order (SCO 468)	<input type="checkbox"/> Joint & several guarantee	<input type="checkbox"/> Standby LC/ISP *	Draft * latest version

**Underlying transaction (details of tender/bid; contract no./ date, contents, description/ origin of goods or service, contract value)**

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Beneficiary**

Company/Name/ _____	Country _____
Surname Street _____	ZIP/City _____

**Handing over of original guarantee / draft to**

<input type="checkbox"/> me/us	<input type="checkbox"/> beneficiary	<input type="checkbox"/> SWIFT	Bank
<input type="checkbox"/> by mail	<input type="checkbox"/> by courier		Address
			BIC/Swift
			IBAN/Acc

**Remarks**

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Guarantee commission**

 Commission and charges to be debited on account no./BC \_\_\_\_\_  
**Your "General business conditions" which are already known to me/us apply to this order. Besides I/we have taken note of the "conditions and remarks in connection with the issuance of bank guarantees".**

Place/Date

Stamp, signature of applicant

**For internal bank use only**

Signature(s) and credit rating checked

Pricing:

unsecured/secured:

OU-Ref.:

## Conditions and remarks in connection with the issuance of bank guarantees

### 1. Important features of the different types of guarantees

If the beneficiary of an abstract guarantee (that is a guarantee payable on first demand whereby the right of objection and defence arising from the underlying transaction is expressly waived) lodges a claim in conformity with the guarantee terms, then payment must be effected promptly, without it being necessary for AVIS Bank (hereinafter "AVIS") to check whether the statement made by the beneficiary in his demand is accurate or not (e.g. that the contractual obligation has become due or that the contractual delivery obligations have not been fulfilled). In this context, the term "abstract guarantee" also includes standby letters of credit and payment undertakings. Unless it is clearly established to the satisfaction of the bank that the beneficiary's demand is fraudulent, the bank cannot refuse to honour a conforming demand lodged under an abstract guarantee on the basis of objections arising from the underlying transaction (e.g. that the obligation or amount has not become due or that the guaranteed obligation has been fulfilled in conformity with the contract or other objections out of the underlying transaction). This applies also in case the guaranteed obligation cannot be fulfilled due to reasons beyond the control of the obliged party (e.g. "force majeure", strike, war, natural disaster, etc.). The situation is fundamentally different under the legal form of a so-called joint and several guarantee ("Solidarbürgschaft") or a so-called simple guarantee ("Einfache Bürgschaft") according to the United Kingdom law.

The comments stated above with respect to abstract guarantees also apply in cases where AVIS instructs a third bank to issue a guarantee under the liability and counter guarantee of AVIS (so-called "indirect guarantees"). Unless otherwise provided in the said indirect guarantees, their governing law shall be that of the place of business of the instructed third bank. AVIS will not be in a position to verify the legitimacy of a demand lodged under a guarantee issued under foreign law. If a direct or an indirect guarantee is governed by an other law than United Kingdom law, AVIS is authorized but not obliged to interpret the guarantee in such manner as if it was governed by United Kingdom law and to act accordingly. The applicant has to reimburse AVIS all costs and expenditure (including but not limited to fees of legal counsel) AVIS may incur as a result of issuing a guarantee under foreign law.

### 2. Bank charges

For issuing guarantees, AVIS is entitled to a commission as well as to reimbursement of charges, expenses and handling fee. The rate of commission will be subject to AVIS's assessment of the relevant risks involved and, unless otherwise agreed upon, may be altered at any time at a 3 months' notice depending on new circumstances. Details of commission, charges, expenses and handling fee will be communicated to the applicant in the confirmation of execution.

### 3. Checking of documents

AVIS examines all statements and documents presented under a guarantee whether or not they appear, on their face, to be in compliance with the terms and conditions of the guarantee. AVIS will neither verify signatures as to their authenticity nor examine any statements as to their accuracy and truthfulness.

### 4. Reimbursement of costs

The applicant has to reimburse AVIS all costs, expenses and damages arising in connection with the execution of an order to issue a guarantee (reimbursement of expenses, incl. payment under the guarantee, commissions and charges a.s.o. as well as commissions, fees, charges a.s.o. AVIS has to pay to instructed third banks). Included are also all costs of legal proceedings, if any, in the home country and abroad, which are – at the request of AVIS – to be advanced by the applicant. If the applicant does not make such advances, AVIS is authorised to discontinue legal proceedings to be initiated or initiated by the applicant or to accept legal proceedings against AVIS for applicant's account.

### 5. Authorization to debit the applicant's account

AVIS is authorized to debit the applicant's account for all claims arising of the order to issue a guarantee (e.g. commissions, handling fees, reimbursement of costs) or their equivalent in Euros. In case of insufficient credit balance AVIS may in its sole option debit the applicant's account and /or charge the applicant.

### 6. Guarantee wordings

Whenever possible, AVIS uses its standard wordings, which in principle are subject to Swiss law, unless the nature of the underlying transaction to be guaranteed or special instructions by applicant (which must be acceptable to AVIS) require a deviation thereof.

### 7. Applicable law, place of performance, jurisdiction and debt enforcement

This Order shall be governed by and construed in accordance with United Kingdom law. The place of performance of all obligations and exclusive place of jurisdiction for any disputes arising out of or in connection with this Order shall be the place of the ordered AVIS branch. This is also the place of debt enforcement for the applicant if domiciled abroad. AVIS reserves the right, however, to take legal action against the applicant before the authority of the latter's domicile.