

Garantie

Indien een Engelstalige garantie van een derde partij nodig is om een kredietlimiet op uw klant vast te kunnen stellen, kunt u deze derde partij onderstaande garantietekst voorleggen. Neem deze tekst over op uw eigen briefpapier of in uw eigen e-mail.

Garantie Agreement

THE UNDERSIGNED

I, Trade Register Number,

having its place of business at,

hereinafter: the “guarantor”,

II, Trade Register Number,

having its place of business at,

hereinafter: the “creditor”,

HEREBY AGREE AS FOLLOWS:

The guarantor hereby irrevocably guarantees, by way of an independent obligation, the payment of all present and future amounts that are or shall become due to the creditor under present or future agreements for the supply of goods and/or the performance of services by:

....., Trade Register Number,

having its place of business at,

hereinafter: the “principal obligor”.

The Creditor hereby accepts this guarantee.

In the event that the principal obligor fails to pay amounts due to the creditor or is granted a moratorium of payments or is declared bankrupt, the guarantor undertakes to pay as its own debt to the creditor forthwith upon creditor’s first demand and without a default notice to the principal obligor being required, all amounts due by the principal obligor to the creditor up to a maximum amount of EUR (euro.....).

The guarantor expressly acknowledges that this agreement is entered into in order for the creditor to be able and willing to supply or perform goods and/or services to the principal obligor.

This agreement shall terminate on at 24.00 hrs. The guarantor may terminate this agreement at any time by giving the creditor three (3) months prior written notice, sent by registered mail ('per aangetekende post').

Notwithstanding the termination of this agreement as referred to in the preceding paragraph, the guarantor remains liable to the creditor under this agreement for the payment of all obligations of the principal obligor under all agreements or other legal acts entered into or made by the principal obligor with the creditor prior to the date of termination of this agreement in accordance with the provisions of the preceding paragraph.

This agreement is governed by Dutch law. All disputes resulting from or in connection with this agreement shall in the first instance exclusively be submitted to and be decided by the competent court in

In witness whereof the parties have signed this agreement in twofold,

At, on

At, on

Name:

Name:

Signature:

Signature:

For the guarantor

For the creditor

Disclaimer

Atradius Crédito y Caución S.A. de Seguros y Reaseguros ("Atradius") provides this specimen guarantee wording (the "Specimen Wording") as a free service and the provision of the Specimen Wording and its contents shall not under any circumstance or condition qualify as an advice to you or companies or persons associated with you, your or their employees, advisors or any other person that uses the Specimen Wording (the "Users"). The Users are solely responsible for the use of the Specimen Wording and the Users must obtain their own professional advice for adapting the Specimen Wording to the specific situation of the relevant User.

Atradius and/or companies associated with Atradius (if applicable) do not accept any responsibility or liability for the use of the Specimen Wording by the Users and Atradius shall not in any way be liable for any direct or indirect damage resulting from or in connection with the use of the Specimen Wording.

The use of the Specimen Wording does not in any way affect or amend your rights and obligations under your credit insurance policy with Atradius.