



Bank Polski

**Application for issuing a bank guarantee/surety bond* under LKW
agreement /general agreement**

By completing the application, please mark the appropriate instruction „X”

* please delete unnecessary information

Stamp of the Applicant

I. The Applicant's data:

Full name

Address (with Zip code)

REGON No.

NIP No.

Telephone No.

E-mail

II. The Beneficiary's data:

Full name and complete address of the Beneficiary (with zip code)

III. Data concerning guarantee/surety bond:

Type of the guarantee/surety bond:

- | | | |
|---|---|--|
| <input type="checkbox"/> tender | <input type="checkbox"/> advance payment | <input type="checkbox"/> standby documentary credit ¹ |
| <input type="checkbox"/> performance | <input type="checkbox"/> customs guarantee ² | <input type="checkbox"/> lease payment |
| <input type="checkbox"/> payment | <input type="checkbox"/> counter-guarantee | <input type="checkbox"/> credit/loan* repayment |
| <input type="checkbox"/> promise of guarantee | <input type="checkbox"/> other guarantee/surety bond ² | <input type="checkbox"/> promise of surety bond |
- The guarantee/**surety** bond shall be issued in accordance with the PKO BP SA specimen of the guarantee
- in Polish in English
- The applicant applies for issue of the guarantee/**surety** bond being in accordance with the specimen attached to this application.
- The guarantee/**surety** bond should include the following conditions:

	<input type="checkbox"/> PLN	<input type="checkbox"/> EUR	<input type="checkbox"/> USD	<input type="checkbox"/> CHF	<input type="checkbox"/> other:
--	------------------------------	------------------------------	------------------------------	------------------------------	---------------------------------

Amount of the guarantee/surety bond

Currency of the guarantee/surety bond:

Expiry date of the guarantee/surety bond, which is to be issued by PKO BP SA³

--

Expiry date of the guarantee/surety bond, which is to be issued on the basis of the PKO BP SA counter-guarantee³

--

Bank guarantee/surety bond, issued against of the counter-guarantee issued by PKO BP SA, should be issued by the following bank:

--	--

Full name of the issuing bank

SWIFT code

--	--

Full address of the issuing bank

Country

The beneficiary is entitled to receive payment of the guarantee/surety bond:

- from the date of issue of the guarantee/surety bond to the last date of the validity of the guarantee/surety bond
- from the date

 to the last date of the validity of the guarantee/surety bond

IV. Method of delivery of the guarantee/surety bond to the Beneficiary:

- by the Applicant guarantee/surety bond will be picked up by the Applicant at the seat of PKO BP SA in (branch name and address)
- directly to the Beneficiary guarantee/surety bond should be sent by courier service, to the Applicant's address and at his expense
- guarantee/surety bond should be sent by registered mail, to the Applicant's address
- by courier service, at the Applicant's expense
- by registered mail
- guarantee/surety bond should be issued by SWIFT message, through the following bank:

--	--

The full name of the bank

SWIFT code

--	--

Address (with zip code)

Country

V. Payment of the guarantee/surety bond will be made providing the following document/s* is/are* presented:

- copy of unpaid commercial invoice / invoices *
- copy of the transport document / s* (i.e. CMR, AWB, B/L, CIM):
- other documents (title of the document/s* and name of the issuer):

VI. Guarantee/surety bond/ counter guarantee * issued by PKO BP SA shall be subject to the laws:

- Polish law other law³ :
- International Chamber of Commerce in Paris (ICC) regulation „Uniform Rules for Demand Guarantees” (URDG 758)
- ICC regulation „Uniform Rules for Demand Guarantees” (URDG 458)
- ICC regulation „International Standby Practices”, (ISP 590) (in case of standby documentary credit only)
- ICC regulation „Uniform Customs and Practice for Documentary Credit”, (UCP 600) (in the case of standby documentary credit only)

The guarantee/surety bond issued by another bank, against of the PKO BP SA counter-guarantee, shall be governed by the laws of the country:

VII. DETAILS OF THE CONTRACT/AGREEMENT/TENDER PROCEDURE *- (number of the contract/agreement, date of the contract/ agreement/ tender procedure *, the currency and total amount of the contract/agreement/tender procedure *, the subject of the contract/agreement/tender procedure *)⁴

VIII. The number of the Applicant's account with PKO BP SA (from which the all the fees and charges related to the guarantee/surety bond/ counter-guarantee / promise * are to be charged):

Any fees and charges payable to an intermediary bank, covers: the Beneficiary the Applicant

IX. Number and date of the general agreement with PKO BP SA:

Number of the general agreement

Date of the general agreement

Name of the Person authorized to contact with PKO BP SA

Telephone No.

E-mail:

XII. Statements of actual obligations⁶

- 1 We declare that we do not have any overdue obligations to the Tax Office or to other offices for taxes and other obligatory charges. Truth False
- 2 We declare that we do not have any overdue obligations to the PKO BP SA and other banks. Truth False

Statements

- We hereby certify that the information given in this Application and attached documents are true and correct.
- We hereby declare that we are responsible to PKO BP SA for any consequences that might arise in connection with the issuance by PKO BP SA the guarantee/surety bond/ counter-guarantee* and we do agree, that any payments made under this guarantee/surety bond and all costs, fees and charges, will be covered from our bank account given above and we authorize PKO BP SA to debit this account.
- If our Application concerns the guarantee/surety bond issued by PKO BP SA that is subject to the law other than Polish law, we authorize PKO BP SA to accept any possible demand or claim for payment presented, only after checking conformity of this demand against the text and conditions of the guarantee/surety bond, however, without checking the conformity of this claim against the law which regulates the guarantee/surety bond.
- We hereby declare that we have been informed and accept any and all notes and information presented in this Application form.

Name of the Person authorized to contact with PKO BP SA

Telephone No.

E-mail:

Date (yyyy-mm-dd)

Place

Signature of the Person/s authorized to represent the Applicant

TO BE FILLED BY PKO BP SA

____ - ____ - ____
Date of receipt of the Application form (yyyy-mm-dd)

PKO BP SA

Seat of PKO BP SA

The application has been verified. Signature/s* of the Person/s* authorized to represent the Applicant checked – signature/s* correct.

Full name and signature of the employee of PKO BP SA

INFORMATIONS / NOTES FOR THE APPLICANT:

1. In the case of standby documentary credit is to be issued by PKO BP SA in the form of a SWIFT message MT 700, place of expiry and place of availability of the standby documentary credit will be indicated as: available by payment at PKO BP SA, place of expiry: PKO BP SA.
2. If the Applicant instructs the PKO BP SA to issue the guarantee/surety bond according to the specimen provided by the Applicant, the Applicant shall provide to PKO BP SA electronic version of such specimen of the guarantee/surety bond which is to be issued.
3. In accordance with the regulations of the ICC a guarantee is issued when it leaves the control of the guarantor (when is sent by guarantor in paper or electronic form). In the view of this fact, the first day of validity of the guarantee issued by PKO BP SA is treated as the day of its issue. The next day after the date of the expiry date of the guarantee/surety bond, the obligation of PKO BP SA under the guarantee/surety bond expires. If, however, the guarantee/surety bond issued by PKO BP SA, is subject to the law other than the Polish law and jurisdiction of the Polish courts, to resolve possible disputes concerning this guarantee/surety bond, the law of the country which regulates the guarantee/surety bond prevails and will be used.
Due to the fact that in many countries, especially in the Middle East, local law does not respect the expiry date specified in the guarantee/surety bond, the Applicant do agree commitment/obligation of PKO BP SA and his commitment towards PKO BP SA, as the bank issuing the guarantee/surety, may remain in force even after the expiry date calculated according to the guarantee/surety bond issued as per this Application. In the case described above, the commitment/ obligation of the Applicant shall cease to apply only after the return of the original of guarantee/surety bond to PKO BP SA, or upon receipt by PKO BP SA from the Beneficiary (in case of issue by PKO BP SA a guarantee) or from the bank guarantor (in case of issue by PKO BP SA a counter-guarantee) a written statement of cancellation of the guarantee/surety bond or the counter-guarantee issued by PKO BP SA.
Validity of the counter-guarantee should be at least two weeks longer than the expiry date of the guarantee/surety bond to be issued by the bank indicated in this Application.
4. If the guarantee/surety bond is to be issued in a language other than Polish, transaction data, such as the subject of the tender / contract / lease *, must be also specified in the language of the guarantee/surety bond. PKO BP SA may request the Applicant to provide other data than above if required.