

Defects Liability Guarantee

Annex A 6

Employer/Beneficiary: Deutsche Gesellschaft für Internationale Zusammenarbeit
(GIZ) GmbH, Dag-Hammarskjöld-Weg 1-5,
D-65760 Eschborn, Germany

Consultant:

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Contract Date:

Contract No.:

Project No.:

Object of services/performance/
works*:

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Contract price: (Currency)

We hereby undertake to grant the Employer an independent guarantee for the warranty claims to which he is entitled vis-à-vis the Consultant pursuant to the afore-mentioned contract, including any incidental claims, up to the amount of

(Currency)

(in words:)

Explicitly waiving all objections and defences, we undertake to render said payment upon receipt of the Beneficiary's first written demand, provided that the latter states that the Consultant* has failed to observe all or part of his contractual obligations.

This guarantee shall become effective upon the date of issue of the Taking-Over Certificate and shall expire upon the end of the Defects Liability Period.

The Employer shall return this guarantee to us as soon as its validity expires.

This guarantee shall be governed by the law of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from this guarantee shall be Frankfurt/Main, Germany.

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(Signature of the guarantor)

* delete what is inapplicable