

**LETTER OF GUARANTEE**

The company.....

..... hereinafter called the SUPPLIER

has entered into a Contract/Purchase Order

with PAUL WURTH S.A.
32, rue d'Alsace
L - 1122 LUXEMBOURG hereinafter called PAUL WURTH

For *(description of scope of supply)*

.....

Contract/Purchase Order number.....Date.....hereinafter called the ORDER

In consideration of the terms and conditions of the ORDER, duly accepted by the SUPPLIER and subject to possible amendments and/or supplements from time to time, PAUL WURTH requests from the SUPPLIER a security to cover the downpayment/performance bond/retention money of the SUPPLIER's contractual obligations for the amount of EURO to be issued in favour of PAUL WURTH in the form of a bank guarantee.

In consideration of the above we the undersigning bank hereby guarantee to pay to PAUL WURTH in accordance with the above ORDER

up to the amount of EURO

namely.....

Upon PAUL WURTH's first and every demand in writing stipulating that the SUPPLIER has not fulfilled his contractual obligation, we hereby irrevocably and unconditionally guarantee to pay to PAUL WURTH any amount up to the full amount as set forth here before.

We hereby expressly waive to exercise any right of discussion, division, any compensation or opposition.

All payments shall be made free and clear of all taxes and duties within five days on PAUL WURTH's bank account in Luxembourg as indicated by PAUL WURTH.

This guarantee shall be valid until the date of remittance of the present letter by PAUL WURTH to the bank.

This letter is governed by the laws and regulations of the Grand Duchy of Luxembourg and any dispute arising from this guarantee shall be submitted to the district court of and in Luxembourg city.