

----- Instance Type and Transmission -----
Copy received from SWIFT
Priority : Normal
Message Output Reference : 1419 250217BPBIBGSFAXXX3858837618
Correspondent Input Reference : 1419 250217INGBBSFAXXX7460479902
----- Message Header -----
Swift Output : FIN 760 Issue of a Demand Guarantee/Standby Letter of Credit
Sender : INGBBSFXXX
ING BANK N.V. SOFIA BRANCH
SOFIA BG
Receiver : BPBIBGSFXXX
EUROBANK BULGARIA AD
SOFIA BG
MUR : IRM2100291366861
Transaction Data Result : Not processed
----- Message Text -----
15A: New Sequence A
27: Sequence of Total
1/1
22A: Purpose of Message
ADVI
15B: New Sequence B
20: Undertaking Number
DOK0404GWB25GW
30: Date of Issue
250213
22D: Form of Undertaking
DGAR
40C: Applicable Rules
URDG
23B: Expiry Type
FIXD
31E: Date of Expiry
250713
50: Applicant
DSM SPOLKA Z OGRANICZONA
ODPOWIEDZIALNOSCIA
UL. LOGISTYCZNA 7B
62-080 SADY, POLAND
52A: Issuer - FI BIC
WBKPPPLPPXXX
SANTANDER BANK POLSKA S.A. (FORMERLY BANK ZACHODNI WBK S.A.)
HEAD OFFICE
WARSZAWA PL
59: Beneficiary - Name & Address
TIBIEL EOOD
70, KRAKRA STR., 2300 PERNIK,
BULGARIA
56A: Advising Bank - FI BIC
INGBBSFXXX
ING BANK N.V. SOFIA BRANCH
SOFIA BG
23: Advising Bank Reference
BGBTFSBGR0000237
32B: Undertaking Amount
Currency : EUR (EURO)
Amount : #37.090,97#
71D: Charges
ALL CHARGES AND COMMISSIONS OUTSIDE
OF EUROBANK BULGARIA AD ARE FOR
APPLICANT'S ACCOUNT

77U: Undertaking Terms and Conditions

IN CONNECTION WITH PURCHASE CONTRACT NO. 01/01/2025 ('AGREEMENT') MADE ON 31.01.2025 BETWEEN THE BENEFICIARY AND DSM SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA, UL. LOGISTYCZNA 7B, 62-080 SADY, POLAND ('CUSTOMER') WITH REGARD TO DELIVERY 3 PC TANDEM LOUVER DAMPER DSM-RGT-2900X4100-E VALVE WITH AUMA ACTUATOR AND 3 PCS SEALING AIR SYSTEM,

WE, SANTANDER BANK POLSKA S.A. WITH ITS REGISTERED OFFICE IN WARSAW, AL. JANA PAWLA II 17, 00-854 WARSZAWA ('BANK'), ACTING ON THE BASIS OF AN ORDER TO ISSUE A BANK GUARANTEE PLACED BY THE CUSTOMER, HEREBY ISSUE A PERFORMANCE GUARANTEE FOR THE AGREEMENT UP TO THE MAXIMUM AMOUNT OF: EUR 37 090,97 (SAY EURO: THIRTY-SEVEN THOUSAND NINETY, 97/100) ('GUARANTEE').

THE GUARANTEE COVERS THE CUSTOMER'S LIABILITIES SPECIFIED IN THE AGREEMENT FROM 31.01.2025 UP TO AND INCLUDING 13.07.2025 ('VALIDITY PERIOD').

WE IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE TO PAY THE BENEFICIARY AN AMOUNT UP TO THE VALUE OF THE GUARANTEE ONCE WE RECEIVE THE FIRST WRITTEN PAYMENT DEMAND FROM THE BENEFICIARY DURING THE VALIDITY PERIOD. THE PAYMENT DEMAND HAS TO INCLUDE:

1. THE AMOUNT OF THE REQUESTED PAYMENT;
2. THE GUARANTEE NUMBER;
3. THE NUMBER OF THE BANK ACCOUNT TO WHICH THE REQUESTED AMOUNT SHOULD BE TRANSFERRED;
4. A STATEMENT SAYING THAT 'THE CUSTOMER HAS NOT PERFORMED THEIR DUE OBLIGATIONS UNDER THE AGREEMENT.'

('COMPLETE PAYMENT DEMAND').

THE COMPLETE PAYMENT DEMAND WILL ONLY BE EFFECTIVE IF IT IS SUBMITTED TO THE BANK IN ONE OF THE FOLLOWING FORMS:

1. IN WRITING (SENT BY REGISTERED MAIL OR COURIER) TO THE ADDRESS SANTANDER BANK POLSKA S.A., TRADE FINANCE AND LOANS SERVICE DEPARTMENT, TRADE FINANCE SERVICES TEAM 1, AL. JANA PAWLA II 17, 00-854 WARSAW, POLAND:
 - A) VIA THE BANK WHICH MAINTAINS THE BENEFICIARY'S BANK ACCOUNT. THAT BANK HAS TO CONFIRM THAT THE COMPLETE PAYMENT DEMAND WAS SIGNED BY PERSONS DULY AUTHORIZED TO MAKE STATEMENTS OF WILL IN THE NAME OF THE BENEFICIARY;
- OR
2. THROUGH A TESTED SWIFT MESSAGE (ADDRESS: WBKPPLPP) FROM THE BANK WHICH MAINTAINS THE BENEFICIARY'S BANK ACCOUNT INDICATED IN THE COMPLETE PAYMENT DEMAND. THE BANK HAS TO CONFIRM THAT:
 - A) IT HOLDS THE ORIGINAL OF THE COMPLETE PAYMENT DEMAND, WHICH WILL BE PROMPTLY SENT TO THE BANK'S ADDRESS INDICATED IN THE GUARANTEE;
 - B) THE COMPLETE PAYMENT DEMAND WAS SIGNED BY PERSONS DULY AUTHORIZED TO MAKE STATEMENTS OF WILL IN THE NAME OF THE BENEFICIARY;
 - C) THE SWIFT MESSAGE ACCURATELY REFLECTS THE COMPLETE PAYMENT DEMAND.

THE BANK WILL MAKE THE PAYMENT WITHIN 7 BUSINESS DAYS (5 DAYS ACCORDING TO THE RULES FOR CONSIDERING THE CLAIM PLUS 2 DAYS VALUE FOR THE PAYMENT) OF THE BANK'S RECEIPT OF THE COMPLETE PAYMENT DEMAND.

THIS GUARANTEE IS VALID UNTIL THE EXPIRY OF THE VALIDITY PERIOD. ACCORDINGLY, THE COMPLETE PAYMENT DEMAND SHOULD BE DELIVERED TO THE BANK DURING THE VALIDITY PERIOD.

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THIS GUARANTEE WILL AUTOMATICALLY AND FULLY EXPIRE IF:
1.THE VALIDITY PERIOD HAS EXPIRED AND THE BANK HAS NOT RECEIVED
A COMPLETE PAYMENT DEMAND;
2.PAYMENTS MADE BY THE BANK UNDER THE GUARANTEE HAVE TOTALED
THE GUARANTEE AMOUNT;
3.THE BENEFICIARY HAS MADE A WRITTEN STATEMENT RELEASING THE
BANK FROM ALL OBLIGATIONS UNDER THE GUARANTEE BEFORE THE EXPIRY
OF THE VALIDITY PERIOD AND SUBMITTED IT TO THE BANK IN THE
MANNER SPECIFIED IN THIS GUARANTEE FOR THE SUBMISSION OF THE
COMPLETE PAYMENT DEMAND.

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THE RECEIVABLES COVERED BY THIS GUARANTEE CANNOT BE ASSIGNED TO
THIRD PARTIES WITHOUT THE BANK'S PRIOR CONSENT. THE CONSENT HAS
TO BE GRANTED IN WRITING TO BE VALID. IF THE BANK CONSENTS TO
THE ASSIGNMENT OF RECEIVABLES UNDER THE GUARANTEE, THE
ASSIGNMENT WILL ONLY BE POSSIBLE IF THE RECEIVABLES SECURED BY
THE GUARANTEE ARE ASSIGNED AS WELL. THE BENEFICIARY (AND EACH
SUBSEQUENT ASSIGNOR) WILL BE REQUIRED TO NOTIFY THE BANK OF THE
ASSIGNMENT. THE NOTIFICATION WILL ONLY BE DEEMED EFFECTIVE IF IT
IS MADE IN WRITING IN THE MANNER SPECIFIED IN THE GUARANTEE FOR
THE SUBMISSION OF THE COMPLETE PAYMENT DEMAND.

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ANY STATEMENT MADE BY THE BENEFICIARY (INCLUDING THE ASSIGNOR
AND THE ASSIGNEE) IN CONNECTION WITH THE GUARANTEE SHOULD BE
MADE IN THE LANGUAGE OF THE GUARANTEE AND SENT TO THE BANK'S
ADDRESS INDICATED ABOVE.

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ANY DISPUTE ARISING FROM THIS GUARANTEE WILL BE RESOLVED IN
ACCORDANCE WITH POLISH LAW BY A COURT HAVING JURISDICTION OVER
THE BANK'S REGISTERED OFFICE.

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THIS GUARANTEE IS GOVERNED BY THE UNIFORM RULES FOR DEMAND
GUARANTEES (URDG 758) THE SUPPORTING STATEMENT UNDER ARTICLE
15(A) OF URDG 758 IS EXCLUDED.

45L: Underlying Transaction Details

DELIVERY 3 PC TANDEM LOUVER DAMPER DSM-RGT-2900X4100-E
VALVE WITH AUMA ACTUATOR AND 3 PCS SEALING AIR SYSTEM

----- Message Trailer -----

{CHK:D344A6CD48D9}

PKI Signature: MAC-Equivalent