

Text of Defect Liability Bond Bank Guarantee

Beneficiary:
eustream, a.s.
Votrubova 11/A
821 09 Bratislava
Slovak Republic
Company ID: 35 910 712
("CLIENT")

Bank Guarantee No [.....]

We have been informed that on [.....], our Customer [.....] ("CONTRACTOR") and your Company as the Client entered into the Contract for Work to replace hydraulic assemblies of type 650 -21-2 turbo-compressor units No .../19/EUS ("CONTRACT").

The terms of the CONTRACT require the CONTRACTOR to submit to the CLIENT a bank guarantee for a defect liability bond of EUR [.....], which accounts for 5% of the CONTRACT PRICE /alternatively: of the COMPRESSOR HYDRAULIC ASSEMBLY PRICE of the COMPRESSOR no. ... ("BANK GUARANTEE").

In line with the foregoing, based on the CONTRACTOR'S order We, [.....], ("BANK") hereby irrevocably, unconditionally and without objections agree to pay to you in accordance with the rules laid down in this Bank Guarantee Document and irrespective of the validity and effect of the CONTRACT any amount up to the maximum total amount of:

EUR [.....],

(in words: [.....] euros),

as may be specified in your written call for payment under the BANK GUARANTEE stating that:

- (i) the CONTRACTOR has defaulted on its obligation under Article X paragraph 1.3 of the CONTRACT to make good in a due and timely manner any and all defects listed in the LIST OF MINOR DEFECTS included in the TAKING-OVER REPORT, or
- (ii) the CONTRACTOR has defaulted on its obligation under Article XIX paragraph 3.3 of the CONTRACT, namely the obligation to submit a new bank guarantee or extend the validity of this BANK GUARANTEE at least three months before the Expiry Date of this BANK GUARANTEE.

We undertake to make any payment under this BANK GUARANTEE to your favour to such account as you specify in your written call for payment under the BANK GUARANTEE and no later than five business days from the receipt of such written call from you.

For identification purposes, any call for payment under this BANK GUARANTEE must be signed by your statutory representatives and presented through your bank, which must confirm the legal commitment implied by the signatures on behalf of your Company.

Our liability under this BANK GUARANTEE will automatically be reduced by the amount of any payment made by us under this BANK GUARANTEE.

This BANK GUARANTEE will be valid until [.....], inclusive, at the latest (“Expiry Date”), except for any extension of the BANK GUARANTEE as may be agreed between us and the CONTRACTOR and notified to you in writing.

Any requests concerning this BANK GUARANTEE must be delivered to the BANK on the Expiry Date at the latest. After the Expiry Date, this BANK GUARANTEE will automatically be terminated in full irrespective of whether or not the original guarantee document has been returned to us.

Unless this BANK GUARANTEE specifically states otherwise, this BANK GUARANTEE is governed by the Uniform Rules for Demand Guarantees (URDG), 2010 revision, International Chamber of Commerce publication No 758. As for matters not covered by the Uniform Rules for Demand Guarantees, this BANK GUARANTEE will be governed by the laws of the Slovak Republic **[or alternatively refer to the laws of the relevant country where the BANK has its seat]**.