

Advance Payment-CBD Standard Guarantee Format -Fixed

Date:

To

Xxxx (Name and Address of the Beneficiary)

Advance Guarantee No..... for AED

We, Commercial Bank of Dubai, hereby guarantee you on behalf of.....(Name and address of applicant) up to the sum of AED (UAE Dirhams.....)

Purpose of Guarantee: xxxxxxxx

This Guarantee is valid until (expiry date) or till The Original Guarantee should be returned to us for Cancellation, or upon receipt your no objection certificate to cancel it whichever is earlier.

We undertake to pay, the amount guaranteed or any part thereof during the validity and despite any contestation on the part of the guaranteed, on your first written demand, as per the terms of the guarantee.

Payment Condition – This Guarantee shall become operative only upon receipt of AED (Amount in words) into Account No (IBAN No) of(Name of the applicant) with Commercial Bank of Dubai. Such payment order should quote the reference number of this guarantee.

All claims made under this Guarantee should be submitted to us as follows:

- a) In writing, along with original Guarantee and amendments, if any.
- b) Stating in what respect the applicant is in breach of his obligations.
- c) Signatures verified by your bankers,
- d) At our Head Office, Trade Services Centre, Al Ittihad Street, PO Box 2668 Deira, Duba U.A.E. on or before the expiry date.
- e) No claims shall be entertained after the expiry date.
- f) Our maximum liability under this Guarantee is limited to AED.***** (Amount in Words Only).

g) in case of part payment, the value of this guarantee shall automatically be reduced by any interim payments effected by us.

It is understood that bank's liability towards (beneficiary) will be progressively reduced by the amount repaid to (beneficiary) by the (customer) against the said advance payment. Such reduction shall be confirmed to us by you in writing, and we shall notify you of the revised guarantee amount accordingly.

The Letter of guarantee becomes null and void after the close of business hours on(expiry Date) whether or not the original is returned to us. Irrespective of its return, we consider ourselves fully discharged from all obligations under this guarantee after the expiry date.

This Guarantee shall be a) governed by and construed with the federal laws of the United Arab Emirates and the courts of Dubai shall have exclusive jurisdiction to settle any dispute or claim that rises out of or in connection with this guarantee. B) subject to the Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 758 as applicable.

Authorized Signature(s)

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