

Official Bank paper

**Mercitalia Intermodal S.p.A.**

Via Valtellina 5/7

MILANO

**OBJECT: Bank guarantee**

**GIVEN THAT**

- The Company [REDACTED] based in [REDACTED], [REDACTED] ([REDACTED]), here represented by [REDACTED] (hereinafter known as the “Supplier”) has been awarded Mercitalia Intermodal S.p.A. of the selection process for the assignment of the overhaul of brake devices for a total amount of Euro [REDACTED], [REDACTED].
- The Supplier, as per guarantee of the correct and complete fulfilment of the contractual obligations, is required to provide the required bank guarantee for a total amount of Euro [REDACTED], [REDACTED];
- The aforementioned guarantee can be constituted by a bank guarantee.

**- ALL OF THIS GIVEN AND CONSIDERED**

Company [REDACTED], based in [REDACTED] ([REDACTED]), VAT No. [REDACTED], enrolled under [REDACTED] at [REDACTED] Companies’ Register, through the bank branch [REDACTED], based in [REDACTED] and, for it, Its legal representative Mr [REDACTED] (“Bank”), is the guarantor in the interest of the Supplier in favour of Mercitalia Intermodal S.p.A., up to the amount of Euro [REDACTED], [REDACTED] to the effects and for the exact fulfilment of the obligations assumed by the latter in relation to the execution of the aforementioned contract.

This guarantee of ours - which will remain effective even in the event of the omitted or delayed payment of the sums due by the Contractor as a commission (or prize) - will be subject to all the constraints and regulatory and legislative rules governing the security deposits relating to the contract, even when the Contractor's defaults were consensually and transactively defined by the Supplier and Mercitalia Intermodal SpA.

The Bank undertakes, irrevocably and unconditionally, to pay to Mercitalia Intermodal S.p.A. within 15 days of receiving the written request of the latter - to be sent by registered letter with return receipt - all the amounts that Mercitalia Intermodal S.p.A. will request up to the amount of Euro [REDACTED], [REDACTED] without any reservation and without the possibility of opposing exceptions or requesting proof or documentation of the breach that gave rise to the enforcement itself and without the need for any prior communication, formal notice, formal notice or request against the Supplier, constituting this deed an autonomous guarantee contract, with the consequent impossibility for this Bank to oppose exceptions in order to any event of the main relationship, including the bankruptcy of the contractor.

The above also in the case of exceptions or disputes - relating to the contractual relationship with Mercitalia

Intermodal S.p.A. - by the Supplier or judgment pending before the Judicial Authority.

The present surety is issued with express renunciation of any benefit of preventive enforcement, and with exemption, for the guaranteed Company, from proposing against the guarantor the requests referred to in art. 1957 of the Civil Code.

The guarantee is valid and effective from the date of issue and will be released after 12 months from the last delivery or by 31/12/2023, according to which of the two intervenes before (the **Release Date**) and always, when of the junction, there are no disputes or pending disputes. This release will be provided in a single solution, at the request of the Supplier, by sending a specific declaration letter from Mercitalia Intermodal S.p.A. to this Bank and, for information, to the Supplier certifying the verification by Mercitalia Intermodal S.p.A. same as the exact and complete fulfilment by the Supplier of all the obligations assumed with the aforementioned contract.

This Bank also undertakes not to revoke the guarantee in any case and not to unilaterally withdraw from it for any reason, intending to remain obligated for the entire duration mentioned in the terms transcribed herein.

The guarantee can be enforced even more times, until the maximum amount of Euro [REDACTED].

It is understood that, in case on the **Release Date** should there be disputes or pending disputes between Mercitalia Intermodal S.p.A. and the Supplier regarding the performance of the services or the fulfilment of the obligations arising from the contract, this guarantee, on the simple written declaration of Mercitalia Intermodal S.p.A. to be sent to this Bank by the **Release Date**, it will be considered extended to the same pacts and conditions for a further 6 months, and therefore until 30/06/2024.

The provisions of articles 1955 and 1957 of the Civil Code are not applicable, therefore this Bank refrains from making use of them.

For any dispute concerning the interpretation, execution and termination of this guarantee, the Court of Milan is the only competent authority.

Every communication will be sent to [REDACTED] branch of [REDACTED] address [REDACTED] to the attention of [REDACTED].

Signature

\_\_\_\_\_

### Note Well

- **The signature of the guarantor must be accompanied notary authentication attesting powers and quality of the signatory.**

- If the document referred to in this form is attached to any forms (general policy conditions), the Bank must affix the declaration of prevalence of the same with respect to the forms themselves.