

## ANNEX V: PRE-FINANCING GUARANTEE FORM

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of

The Delegation of the European Union to the Republic of Serbia  
11070 Novi Beograd, V. Popovica 40, Serbia  
referred to below as the "Contracting Authority"

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract "**Implementation of new criminal procedure code — support to the rule of law system in Serbia**", Contract number [REDACTED] (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as "the Contractor", the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract "**Implementation of new criminal procedure code — support to the rule of law system in Serbia**", Contract number [REDACTED] concluded between the Contractor and the Contracting Authority, hereinafter referred to as "the Contract".

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 45 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>1</sup>.

The law applicable to this guarantee shall be that of Belgium. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Belgium.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: ..... Position: .....

Signature<sup>2</sup>: ..... Date: <Date>

<sup>1</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

<sup>2</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.