

**MEGBÍZÁS****BANKGARANCIA**  
**APPLICATION TO** **NYITÁSÁRA**  
 **ISSUE** **MÓDOSÍTÁSÁRA**  
 **MODIFY A BANK GUARANTEE**

Kérjük, hogy az alábbi feltételekkel bocsássonak ki / módosítsák a már kiadott / bankgaranciát \_\_\_\_\_nyelven.

Subject to the following terms and conditions please issue / modify your already issued / bank guarantee in \_\_\_\_\_ language.

**Megbízó / Applicant** \_\_\_\_\_**Ügyintéző / Contact person** \_\_\_\_\_ **Telefon / Phone** \_\_\_\_\_**Devizanem és összeg / Currency and amount** \_\_\_\_\_**Lejárat helye és ideje / Place and date of expiry** \_\_\_\_\_**Hatályba lépés kelte / Effective date** \_\_\_\_\_**Kedvezményezett / Beneficiary** \_\_\_\_\_**Értesítő bank / Advising bank** \_\_\_\_\_**A garancia típusa / Type of guarantee**

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> bánatpénz garancia<br>Bid Bond                        | <input type="checkbox"/> jóteljesítést ígérő garancia<br>Performance Bond | <input type="checkbox"/> Vámgarancia ...tevékenységhez<br>Customs Guarantee for ... activity | <input type="checkbox"/> egyéb garancia<br>Other Guarantee |
| <input type="checkbox"/> előleg fizetési garancia<br>Advance Payment Guarantee | <input type="checkbox"/> fizetést ígérő garancia<br>Payment Guarantee     | <input type="checkbox"/> Vámgarancia egyedi<br>Customs Guarantee (single)                    | _____  |

**A garanciakibocsátás tárgya / Subject of Guarantee** \_\_\_\_\_**Módosítandó garancia száma / Reference number of the guarantee to be modified** \_\_\_\_\_

- Kérjük a garanciát közvetlenül a kedvezményezett javára kiállítani.  
Please issue the guarantee directly in favour of the beneficiary.
- Garanciaállítással kérjük \_\_\_\_\_bankot megbízni az Önök ellengaranciája mellett.  
Please request the \_\_\_\_\_ Bank to issue the guarantee under your counter guarantee.
- A garanciát továbbítsák  
Please send the guarantee
- levélileg/légipostán  
by mail/airmail
- Swift útján vagy táviratilag  
(költségek terhükre)  
by swift or telex  
(charges to our account)
- futárpostával  
(költségek terhükre)  
by courier  
(charges to our account)
- Szíveskedjenek a garanciát közvetlenül a kedvezményezettnek elküldeni, melyről másolatot kérünk.  
Please send the guarantee directly to the beneficiary, with a copy to us.
- Az eredeti garanciát egy másolattal szíveskedjenek címünkre továbbítani.  
Please send to us the original guarantee with one copy.
- A garanciát személyesen vesszük át önöknél.  
We will collect the original Letter of Guarantee at the Bank's premises.
- Birtokában vagyunk a szükséges import engedélynek. Száma: \_\_\_\_\_  
We are in the possession of the import Licence. Number: \_\_\_\_\_
- Az áru importja nem engedélyköteles.  
The import of the goods is not subject to Licence.

Jelen Megbízásra a hátoldalon szereplő feltételek és a Megbízó és a Bank között \_\_\_\_\_-án \_\_\_\_\_számon létrejött Garancia Szerződés / Keretszerződés rendelkezései vonatkoznak.

This Application shall be governed by and construed in accordance with the terms and conditions set forth on the reverse side of this Application and with the terms of the Guarantee Agreement / Master Agreement dd \_\_\_\_\_ no \_\_\_\_\_ signed by the Applicant and the Bank.

Név és cégpecsét – Aláírás(ok) Name and Company stamp – Signature(s)		Bank use only
Date _____		
Név és cégpecsét – Aláírás(ok) Name and Company stamp – Signature(s)		Signature Verified
		Funds Blocked

1. The Applicant will pay the Bank on demand, at the address specified on the reverse side, in same day funds, any and all amounts paid by the Bank under the Guarantee (hereinafter called a "Guarantee Payment") whether such Guarantee Payment is made before, on or after the expiry date stated in the Guarantee, except (a) if such Guarantee Payment is made in a currency other than Hungarian forints, the Applicant will pay equivalent in Hungarian forints, at the Bank's then selling rate for such currency, or, at the Bank's option, will pay the Bank in such other currency. The Applicant also will pay the Bank on demand (a) interest on all amounts due from the Applicant to the Bank hereunder (in the case of interest on a Guarantee Payment, from the date such Guarantee Payment is made by the Bank) from time to time at such rate of interest as the Applicant and the Bank may agree and, in the absence of such agreement, at such rate or rates as the Bank may in its discretion reasonably determine, (b) a commission in respect of the Guarantee, at such rate as the Applicant and the Bank may agree and in the absence of such agreement, at such a rate as the Bank may in its discretion reasonably determine; and (c) all expenses which the Bank may pay or incur in connection with this Agreement and the Guarantee. In making Guarantee Payments, the Bank shall not be responsible for examining for authenticating the correctness or validity of claims for payment made against the Bank under the Guarantee.
2. The Applicant shall also be subject to the payment obligations referred to in the above paragraph in respect of Guarantee issued by the Bank with respect to a transaction to which the Applicant is not a party, and which Guarantee is to secure the obligations of a third party other than the Applicant (Third Party Guarantee). The Applicant shall be the primary obligor vis-a-vis the Bank in respect of any amounts owed to the Bank as a result of the payment by the Bank under the Third Party Guarantee to its beneficiary.
3. If for any reason there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining the Guarantee, then the Applicant shall from time to time, upon demand by the Bank, pay to the Bank additional amounts as the Bank may determine to be necessary to indemnify the Bank against such increased cost (such compensation to include an amount equal to any reduction of the rate of return on the assets or equity of the Bank to a level below that which the Bank could have achieved but for such increased cost).
4. Any and all payments made to the Bank hereunder shall be made free and clear of and without deduction for any present or future taxes ("Taxes"). If the Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions the Bank shall receive an amount equal to the sum the Bank would have received had no such deductions been made; (ii) the Applicant shall make deductions; and (iii) the Applicant shall pay the full amount so deducted to the relevant tax authority or other authority in compliance with applicable law. The Applicant will indemnify the Bank for the full amount of Taxes paid by the Bank and all liability arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnifications shall be made within 30 days from the date the Bank makes written demand therefor. Within 30 days after the date of any payment of Taxes the Applicant will furnish to the Bank the original or a certified copy of a receipt evidencing payment thereof.
5. The Applicant authorizes the Bank to debit any amounts due from the Applicant to the Bank under this Agreement to the balance of any of the Applicant's accounts with the Bank.
6. The Applicant will return the original executed copy of the Guarantee to the Bank immediately upon the Bank's demand if the agreement or the transaction pursuant to which the guarantee has been issued is terminated without the Bank's prior written consent.
7. The Applicant will indemnify the Bank from and against (a) all loss or damage to the Bank arising out of the Bank's issuance of or any other action taken by the Bank in connection with, the Guarantee other than loss or damage resulting from the Bank's gross negligence or wilful misconduct and (b) all costs and expenses (including attorneys fees and legal expenses) of all claims or legal proceedings arising out of the issuance of the Guarantee or incident to the collection of amounts owed by the Applicant hereunder or the enforcement of the Bank's rights hereunder.
8. This Agreement shall be binding upon the Applicant, its successors and assigns, and shall inure to the benefit of the Bank, its successors, transferees and assigns. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate permitted by applicable law. None of the terms of this Agreement may be waived or amended except as the Bank may consent thereto in writing.
9. The Bank's General Terms and Conditions are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between a provision of this Agreement and the Bank's General Terms Conditions, this Agreement shall prevail.
10. The Applicant will comply with all laws of Hungary or other applicable foreign laws, rules and regulations (including exchange control regulations) now or hereafter applicable to the transaction related to the guarantee or applicable to the execution, delivery and performance by the Applicant of this Agreement.