



EMS

Balmung Medical Handel GmbH
Sportplatzweg 15
6336 Langkampfen
Austria

Linz, 28.08.2024
Kontaktperson: Amila CURIC
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z.H. Herr Lorenz Leobacher, Tel.: +43 5332 25400 103

Garantie

Bid Guarantee
Garantie Nr.: GA3424-11063

Sehr geehrte Damen und Herren,
gemäß Ihren Instruktionen haben wir die Garantie mit oben erwähnter Nummer eröffnet.
Anbei erhalten Sie das Original der Garantie zu Ihrer weiteren Verwendung.

Freundliche Grüße
Raiffeisenlandesbank Oberösterreich
Aktiengesellschaft

Szpital Uniwersytecki im. Karola
Marcinkowskiego w Zielonej
Gorze sp. z o. o.
ul. Zyty 26, 65-046 Zielona Gora
Poland

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No.: GA3424-11063

Ladies and Gentlemen:

We were informed that Messrs. Balmung Medical Handel GmbH, Sportplatzweg 15, 6336 Langkampfen, Austria, - hereinafter referred to as our customer - intend to participate in your call for bids No. NZ.261.46.2024 (close date: 03.09.2024), concerning "delivery of peripheral venous catheters in various sizes, safe venous cannulas without ports and single-use disinfectant stoppers for luer needleless connectors", and that the terms of your call for bids provide that, to qualify for submitting a bid, a bid bond must be submitted which is intended to ensure that our customer enter into the contract on the terms and conditions provided for and/or actually perform the contract upon award thereof.

With regard to this obligation, we, Raiffeisenlandesbank Oberösterreich Aktiengesellschaft, Europaplatz 1a, 4020 Linz, Austria irrevocably guarantee to you payment up to the maximum amount of

PLN 13.900,00

(in words: Polish złoty thirteen thousand nine hundred 00/100).

We agree to give instruction to pay the requested amount, up to the above mentioned maximum amount and waiving any objection from the underlying legal relationship, within eight Austrian banking days after receiving your first written demand (also permitted to be made by authenticated SWIFT message but not by telefax or e-mail) which must contain the confirmation that

'Messrs. Balmung Medical Handel GmbH, Sportplatzweg 15, 6336 Langkampfen, Austria, had been awarded the contract and did not, or did not fully, discharge their obligations to comply with the bid they had submitted'.

Both the written demand and the requested documents have to be submitted in the language of the bond.

When demanding payment, please specify your account and bank details, payment in cash cannot be made.

Your demand must be transmitted to us through your bank, which has to confirm to us that the signatures on the demand have legally binding effect for your company.

Demands made by means of an authenticated SWIFT message are permissible and will be deemed to have been made within the relevant time limit if

- + we receive the entire wording of the demand for payment in the form of an authenticated SWIFT message on or before expiry date of the bond,
- + the lawfulness of your signatures is confirmed, and
- + the original of the demand, together with the required documents, is received at our registered office within 5 days after receipt of the authenticated SWIFT message.

With each demand for payment, our liability shall decrease by the extent of the respective payment made. The bond shall terminate on 04 September 2025 at the latest, irrespective of whether or not aforementioned date is a banking day in Austria. We must receive your demand on that day at the latest.

Furthermore, this bond shall terminate before the expiration of its validity solely upon return of the original instrument to us, provided that such instrument is accompanied by a written declaration of intention signed by the beneficiary of the bond, confirming that such latter will not make any further claims.

The right to demand payments under the present bond cannot be assigned, pledged, or disposed of in any other way for the benefit of third parties.

This legal transaction shall be governed by Austrian law, to the exclusion of the conflict-of-laws rules. It is agreed that any legal disputes arising out of or in connection with this bond relationship shall be settled by the court in Linz having jurisdiction over the subject matter.

All expenses arising outside the bank issuing the bond shall be borne by the beneficiary of the bond.

Kind regards

Raiffeisenlandesbank Oberösterreich
Aktiengesellschaft



Landesgericht Linz
FN 247579 m
UID ATU57834268
GISA-Zahl 27508404

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