

Anlage 8

Performance bond no.

Guarantor:

Creditor: Aurubis AG, Hovestraße 50, 20539 Hamburg, Germany

Contractor:

Order:

Aurubis order number:

We (hereinafter referred to as "Guarantor") hereby assume the directly enforceable guarantee ("selbstschuldnerische Bürgschaft") for the Creditor for all Contractor obligations to the Creditor associated with the order up to the amount of:

..... EUR, including value added tax

(in words: EUR)

including all ancillary claims with the provision that claims upon the Guarantor from this Performance bond will result in cash payments only. This Performance bond also extends to one-sided changes of the contract content by the Creditor as well as mutually agreed contract amendments, in particular on amendments to the secured work contract.

The following provisions also apply to this Performance bond:

1. Waiver of objections

The guarantor waives the objections of advance claim ("Einrede der Vorausklage", § 771 German Civil Code) and invalidity ("Anfechtbarkeit", § 770 Par. 1 German Civil Code). The Guarantor waives to offset claims ("Einrede der Aufrechnung", § 770 Par. 2 German Civil Code) to the extent that he does not set off undisputed claims or claims awarded by final and non-appealable judgement. The right of the Guarantor to deposit ("Hinterlegung") is excluded.

2. Liability of several guarantors

If several guarantors are liable for the Creditor's claims, each of them shall be liable – in relation to the Creditor to the exclusion of a joint and several obligation relationship ("Gesamtschuldverhältnis") – regardless of any payments by the other guarantors to the full amount of the Performance bond he has assumed and until all the Creditor's claims he has guaranteed have been fully satisfied.

Compensation claims by the claimed guarantor against the other guarantors remain unaffected by the above provision.

3. Limitation period

Claims under the Performance bond shall not lapse before the secured claims.

4. Exclusive place of jurisdiction

Hamburg, Germany is the exclusive place of jurisdiction for all disputes arising from and in connection with this contract.

5. Contract amendment, written form

Changes to this contract and waiver of rights from this contract require written form. This also applies to any waiver of this written form requirement.

6. Partial invalidity, expiry

Should any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions of this contract shall remain unaffected. This Performance bond is of unlimited duration and expires upon its return.

7. Choice of law

This contract is subject to German law only.

For the Guarantor:

.....,
[Place], [Date]

.....
[Signature]