

BANK GUARANTEE FORM

TO BE COMPLETED BY THE EMPLOYER AND TO BE SENT TO
THE COLLECTION SERVICE OF THE ENIM'S ACCOUNTING AGENCY



We undersigned, *(surname, first and middle name)*

acting as Director of, *(name of bank and address)*

declare that we, the Bank, accept that we are liable jointly and severally, under the conditions provided for in Articles 2288 and following Articles of the Civil Code, to pay any tax and

contributions, up to an amount of €

owed to the ENIM *(Etablissement National des Invalides de la Marine)* by *(liable's name and address)*

for maritime activities and related services performed during a year as of

This guarantee applies equally to all outstanding tax and contributions on the payment due date mentioned on the "titre de perception" *(act of recovery)* as well as any default interest.

We hereby commit ourselves to paying, upon first request by M. l'Agent comptable de l'ENIM (Etablissement National des Invalides de la Marine) responsible for collecting these contributions and tax, all or part of the outstanding amount covered by this guarantee. We certify that no authorization, action or consent from

(liable's name)

is required for this payment.

Should this guarantee be enforced, we expressly and without reservation renounce, prior to or after this enforcement,

- all benefits of discussion as provided for in *Article 2298* of the Civil Code,
- all benefits of division as provided for in *Article 2303* of the above Code,
- the exception of subrogation as provided for in *Article 2306* of the Civil Code, as well as all other rights or oppositions provided

for in the civil Code or in the applicable legislation, should this exception, those rights and oppositions interfere with the interests of the ENIM and prejudice it.

This guarantee shall be renewed tacitly every year from the date of the renewal of the company's navigation authorization. Its amount may be amended on that occasion by the ENIM, in order to take into account the company's development.

The company and the guarantor shall be informed of the amount of the new guarantee at least two months before the expiration of the ongoing navigation authorization.

The guarantor may object to the renewal of its guarantee by notifying the ENIM and the company of its decision:

- within eight days after having been notified the new guaranteed amount, when the guarantor's decision is based upon the increase of the amount.
- at least two months prior to the end of the ongoing guarantee, when the guarantor's decision is based upon a different cause than the increase of the amount.

Statements to be copied by the guarantor

"Read and accepted, approved for joint liability amounting to: *(amount in figures, amount in words)*"

Done at _____ Date _____

Signature