

Security Deposit Guarantee for Hazardous Waste (Control of Export, Import and Transit) Regulations

To: [*Field BEN_NAME*]¹ (the “Authority”)

Dear Sir/Madam,

**LETTER OF BANKER’S GUARANTEE NO. [*Field GUA_NO*]²
FURNISHED UNDER THE HAZARDOUS WASTE (CONTROL OF EXPORT, IMPORT AND TRANSIT) REGULATIONS
GUARANTEE TEMPLATE REFERENCE: NEA_HAZ**

- 1 In consideration of the Authority having agreed at the Applicant’s request not to require the payment of the sum of [*Field GUA_CUR*]³ [*Field GUA_SUM_NUM*]⁴ (“Guaranteed Sum”) from [*Field APP_NAME*]⁵ (UEN [*Field APP_REF*]⁶) (“Applicant”) as security pursuant to the Hazardous Waste (Control of Export, Import and Transit) Regulations, we shall unconditionally pay to the Authority any sum or sums up to the Guaranteed Sum, upon receiving the Authority’s written notice of claim for payment made pursuant to Clause 6 of this Guarantee without any proof of actual default on the part of the Applicant and without need to satisfy any other condition that the Authority requires from the Applicant in respect of compliance by the Applicant with his obligations under, or arising out of, the Hazardous Waste (Control of Export, Import and Transit) Act or the Hazardous Waste (Control of Export, Import and Transit) Regulations.
- 2 We warrant that the provision of this Guarantee does not contravene any law and that we have obtained all necessary approvals in relation to the provision of this Guarantee.
- 3 Our liability under this Guarantee shall not be affected, impaired or discharged by any changes whatsoever in the constitution of the

¹ If the Beneficiary is a Government Agency listed in Schedule 1 Part A, or a Statutory Board acting as an agent of the Government, the acronym used in [*Field BEN_NAME*] shall have the meaning set out at the Website.

² This refers to the reference number of the Guarantee.

³ This refers to the currency of the Guaranteed Sum in ISO4217 format.

⁴ This refers to the Guaranteed Sum in numerals.

⁵ This refers to the name of the Applicant.

⁶ This refers to the Applicant’s Unique Entity Number (UEN).

Applicant or the liquidation, administration, insolvency or other incapacity of the Applicant.

- 4 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect on and from [*Field EFF_DT*]⁷ (“**Effective Date**”) until [*Field EXP_DT*]⁸ (the “**Guarantee Period**”). Notwithstanding the above, our liability shall be discharged only when all sums are paid by us in respect of claims made by the Authority in writing and received by us on or before the end of ninety (90) calendar days after the expiry of the Guarantee Period (“**Claim Due Date**”). It is further agreed that we shall pay all sums claimed by the Authority in writing where such claim is received by us on or before the Claim Due Date even if the sums claimed are not properly payable to the Authority by the Applicant and even if the sums claimed arise from an event that did not occur within the Guarantee Period.
- 5 We shall not require the Authority to deliver to us any document whatsoever to record any expiry of this Guarantee. If the Authority is agreeable to early discharge of this Guarantee, and provided that this Guarantee has not expired, the Authority shall deliver a notice of discharge to us via the Networked Trade Platform.
- 6 This Guarantee is conditional upon a claim being made by the Authority at any time and as many times as the Authority may deem fit by way of a notice of claim delivered to us via the Networked Trade Platform on or before the Claim Due Date of this Guarantee.
- 7 We shall be obliged to effect the payment required under such a claim within 14 days of our receipt of the notice of claim from the Authority. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Authority’s notice of claim received by us as final and conclusive evidence that the sum of the claim is due hereunder.
- 8 The Authority may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

⁷ This refers to the Effective Date of the Guarantee in the format DD/MM/YYYY (e.g. 01/01/2020).

⁸ This refers to the Expiry Date of the Guarantee in the format of DD/MM/YYYY (e.g. 31/12/2020). Duration of the Guarantee should be at least 12 Months but not later than 15 Months from the Effective date of the Guarantee.

- 9 Our liability under this Guarantee shall not be affected, impaired or discharged by (i) any arrangement between the Authority and the Applicant with or without our consent, (ii) any other or further arrangement between the Applicant and us with or without the Authority's consent, (iii) any alteration in the obligations undertaken or to be undertaken by the Applicant, or (iv) any forbearance on the Authority's part whether as to payment, time, performance or otherwise, (v) anything the Authority may do or omit to do, (vi) the Authority requiring further or other security from the Applicant in respect of the same or similar subject matters as those covered by this Guarantee or (vii) any other dealing, act or omission that but for this provision would discharge our liability. All payment made by us under this Guarantee shall be made in full without set-off or counterclaim of any kind and free and clear of and without deduction of or withholding for or on account of any tax of any nature now or subsequently imposed by any country or any subdivision or taxing authority of or in any country or any federation or organisation of which any country is a member.
- 10 Without prejudice to the conditions in Clause 6 of this Guarantee, no delay or omission on the Authority's part in exercising any right, power, privilege or remedy in respect of this Guarantee shall impair such right, power, privilege or remedy or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this Guarantee are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.
- 11 A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Guarantee.
- 12 This Guarantee is binding on us and we may not assign our liability under this Guarantee to any third party without the Authority's consent.
- 13 This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each party irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to this Guarantee or its subject

matter or formation. Each party irrevocably submits to the jurisdiction of such courts.

Signed by: [*Field AUTH_NAME*]⁹

For and on behalf of
[*Field PFI_NAME*]¹⁰

⁹ This refers to the name of the representative of the Participating Bank who is authorised to issue the Guarantee for and on behalf of the Participating Bank.

¹⁰ This refers to the name of the Participating Financial Institution issuing this Guarantee. The acronym used in [*Field PFI_NAME*] shall have the meaning set out at the Website.