

APPENDIX H
Form of Performance Guarantee

To: Ashdod Port Company Ltd.
Ashdod Port
Ashdod 77191
Israel, POB 9001

Performance Guarantee
FLT-ECH Number _____ (the "FLT-ECH ")

Whereas, by Contract No. _____ Dated _____ made between Ashdod Port Company Ltd. (hereinafter referred to as "APC") and _____ (hereinafter referred to as the "Supplier"), the parties entered into a Contract as therein stated (the "Contract") for the **supply of Fork Lift Truck - Empty Container Handling (FLT-ECH)**;

Now, we _____ (hereinafter referred to as the "**Guarantor**") hereby irrevocably guarantee to APC due, punctual, true, faithful and satisfactory performance by the Supplier of the obligations on its part contained in said contract and undertake to be responsible and indemnify APC for payment by it of all sums of money, losses, damages, costs, charges and expenses that may become due or payable to APC, by or from the Supplier by reason or in consequence of the default of the Supplier in performance, execution or perseverance of its said obligations, but so nevertheless that the total amount to be determined or regarded or collected by APC of or from us immediately upon demand of APC, shall not exceed the sum of _____ € comprising six percent (6%) of the Contract Price.

This Guarantee shall not be revocable by notice or otherwise and our liability hereunder shall not be impaired or discharged by any extensions of time or variation or alterations made, given, conceded or agreed (with or without our knowledge or consent) under the said Contract.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Supplier, and this Guarantee may be exchanged or surrendered, all without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

This Guarantee shall remain in force until Acceptance of the **FLT-ECH** in writing by you, and until substitution of this Guarantee by a Warranty Guarantee for Warranty Period and Extended Warranty Period under the same Contract to be delivered by the Supplier to APC in an amount comprising ten percent (10%) of the Contract Price for One **FLT-ECH**.

For collecting any amount under this Guarantee, APC shall not have to produce any judgment or any other judicial document, nor shall it have to prove any breach, failure or non-compliance on the part of the Supplier or on the part of any person acting for it or on its behalf or in its name or any other person, and written demand by APC, by registered airmail post to the addressee at the address set out herein or sent to us by authenticated swift by APC's bankers who will quote APC's demand in the following form:

"Pursuant to the Guarantee issued by you on _____, you are hereby instructed to pay immediately to Ashdod Port Company Ltd. the sum of _____ to Account Number _____

at _____ (Name of Bank) _____

APC Authorized Signatory"

The above wording shall be sufficient for all purposes of this Guarantee, and specifically shall be sufficient to collect any sum(s) under this Guarantee from the Guarantor immediately upon the demand of APC.

Except for the demand hereinabove specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

The said Guarantor hereby waives any notice of any default on the part of the said Supplier and hereby waives any demand from APC to first request for payment from the Supplier.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

This Guarantee shall be governed by and interpreted in accordance with the laws of the State of Israel. All matters in dispute shall be referred to the competent court located in Tel Aviv, Israel, and the competent Israeli courts shall have sole and exclusive jurisdiction in all matters arising therefrom.

Date

Guarantor

Address of Bank: _____