

Annex 1

(Letter of the bank concerned)
Bank Guarantee

Reference:

KNOW ALL MEN BY THESE PRESENTS THAT WE

- 1.
(full name and address of right holder) (PRINCIPAL)
- 2.
(name and address of bank) (SURETY)

ARE HELD AND FIRMLY BOUND JOINTLY AND IN SOLIDO ONTO THE DIRECTOR-GENERAL, MAURITIUS REVENUE AUTHORITY in the sum of Rs.....(Rupees.....)
to be well and truly paid to the said Authority, for which payment to be well and truly made we bind ourselves and each and every of us in the whole, our and each of our executors and administrators, jointly and severally firmly by these presents.

WHEREAS (i) the said Mr/Mrs*/ is the owner/authorized user of the collective marks or mark registered under the Patents, Industrial Designs and Trademarks Act 2002, or copyright registered under the Copyright Act 1997; (ii) the said Mr/Mrs*/ is hereby furnishing this security for a period of two years as from this day to protect the **DIRECTOR GENERAL – MAURITIUS REVENUE AUTHORITY** for any loss or damage that may result from the suspension of the clearance of the goods suspected to infringe the said collective mark or mark or copyright and to cover any reasonable expenses likely to be incurred as a result of such suspension as provided for under Section 66A of the Customs Act 1988.

WHEREAS (i) the said Mr/Mrs*/ is the owner/authorized user of the collective marks or mark or copyright and is indebted to the **THE DIRECTOR GENERAL - MAURITIUS REVENUE AUTHORITY** in the sum of Rs(Rupees)
being security required under Section 66A of the Customs Act 1988. Mr/Mrs/
..... has hereby undertaken to pay this amount of Rs in one sum by

WHEREAS the said
(name and address of bank)
is willing to guarantee the payment of the said amount as and when stated above and has entered into this bank guarantee.

NOW THEREFORE the condition of this bank guarantee is such that:

If the said Mr/Mrs*/ does pay the said amount, being security to protect the **DIRECTOR GENERAL** for any loss or damage that may result from the suspension of goods suspected to be infringing the said collective mark or mark or copyright, as and when stated above and does fulfill all the other conditions agreed upon him and **THE DIRECTOR GENERAL - MAURITIUS REVENUE AUTHORITY**, then the present obligation shall be void, otherwise shall remain in full force and virtue until the payment of the above amount of Rupees

Notwithstanding what is stated herein above:

- 1. Payment under this guarantee will only be made upon presentation of the original guarantee.
- 2. The original of the present guarantee must be returned to the bank for due cancellation.

Dated at Port-Louis this

.....
Authorised signatory Authorised signatory