

## FINANCIAL GUARANTEE FOR AN INDEFINITE PERIOD

[Financial guarantee number]

In the name of: [name and address company] hereinafter referred to as 'the principal debtor'

In favour of: OPENBARE VLAAMSE AFVALSTOFFENMAATSCHAPPIJ (Public Waste Agency of Flanders), hereinafter referred to as 'the OVAM'

In the amount of: [XXX] EUR, [write out the full amount]

The undersigned [name bank], with registered office at [address bank], with registration number [XXX] represented by the undersigned, hereby declares that:

it severally guarantees to the OVAM the aforementioned amount of the obligations of the principal debtor in its capacity as notifier or consignee, pursuant to Article 6 of Council Regulation (EC) No. 1013/2600 of 14 June 2006 on the transfrontier shipment of waste as stated in the general notification.

Payment can only be claimed under this guarantee after OVAM has notified [name bank] by registered letter – date as postmarked – of the claim.

The letter sent by the OVAM must be accompanied by written evidence that the transport, disposal or recovery of the waste has not been completed as intended or that the waste was shipped, disposed of or recovered illegally, that the principal debtor is responsible for this and that the waste has not been taken back by the notifier, pursuant to Articles 22 through 25 of Council regulation (EC) No. 1013/2600.

This guarantee is valid until the OVAM has received the certificates specified in Article 16 e) or, where appropriate, Article 15 e) of Regulation (EC) No. 1013/2600, where the OVAM undertakes to notify [name bank] in writing within 30 calendar days receiving the above certificates.

[Name bank] reserves the right to terminate this guarantee at any time by means of a registered letter to OVAM, date as postmarked. The guarantee will then be terminated 30 days after the date of notification.

Once this period of notice has come to an end, payment under the guarantee may only be claimed for the costs relating to transportation, disposal or recovery of the waste if it is in the process being transported (shipped) to the consignee in accordance with Regulation (EC) No. 1013/2006 before this period has come to an end or no later than seven days thereafter.

Belgian law is applicable to this bank guarantee. Any disputes in respect of this guarantee will be settled by the competent court located in Mechelen.

Done at [place], on [dd.mm.yyyy]

[Signature]