

Certificate of financial guarantee with specific duration
[guarantee number]

Guarantor: [Name company] hereinafter referred to as "the principal debtor"

Beneficiary: OPENBARE VLAAMSE AFVALSTOFFENMAATSCHAPPIJ (Public Flemish Waste Agency), hereinafter referred to as "OVAM"

Amount: [XX,XX] EUR [amount written out in full]

Expiration date: [dd.mm.yyyy] (end date of notification + 1 year)

Due date: [dd.mm.yyyy] (expiration date + 1 month)

On behalf of and for the account of the principal debtor, the undersigned, [name bank], with registered office at [address bank], registered in the Register of Legal Entities under the number [XXX] and with VAT-number [VAT number], acting through its registered office at [place] and represented here by the signatories declares:

to jointly and severally guarantee the OVAM for an amount equal to the amount specified in the principal sum as guarantee for the obligations of the principal debtor pursuant to Art. 6 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste with regard to transboundary shipments of waste mentioned in the notification document with number [notification number] regarding shipments between [start date] and [end date].

This guarantee can only be claimed after OVAM has notified [name bank] by registered letter, postmarked as date, that it is claiming the execution of the guarantee.

The letter from OVAM must contain a declaration that the shipment, disposal or recovery of the exported waste did not take place as planned or that it concerned an illegal shipment and/or illegal recovery or disposal, the principal debtor is responsible for it and the waste has not been taken back by the notifier in accordance with Articles 22 to 25 of Regulation 1013/2006.

This guarantee is valid until:

- the moment that OVAM has received the statements referred to in Article 16 e) or, as the case may be, Article 15 e) of Regulation 1013/2006, whereby OVAM undertakes to inform [name bank] thereof within 30 calendar days of receipt of the aforementioned statement in question, in writing; but
- in any event, only until the expiration date mentioned above.

However, any claim to this guarantee will have to reach [name bank] no later than the due date (expiration date + 30 days). After that day, any claim to the guarantee is impossible, regardless of whether or not the original guarantee text has been returned to [name bank].

Belgian law is applicable to this bank guarantee. All disputes concerning this guarantee shall be settled by the competent court of Mechelen.

Drawn up at [place], on [dd-mm-yyyy].

[Name and function of signatory]

[Signature]