

CERTIFICATE OF BANK GUARANTEE FOR A SPECIFIC PERIOD

[Bank guarantee number]

Guarantor: [Name company], hereinafter referred to as "the applicant"

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

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

Expiration date: [dd-mm-jjjj] (end of date of notification + 1 year)

Due date: [dd-mm-jjjj] (expiration date + 30 days)

On behalf of and at the expense of the applicant, the undersigned, [name of bank], with registered office at [address of bank], registered in the register of legal entities under the number [XXX] and with company number [company number], acting through its registered office in [place] and represented here by the signatories, declares:

to irrevocably pay to OVAM, upon OVAM's first complying demand and notwithstanding the fact that we cannot contest the merits of the demand, the amount stated above, as security for the obligations of the applicant pursuant to Article 7 of Regulation (EU) 2024/1157 of 11 April 2024 on shipments of waste in relation to the cross-border shipment of waste referred to in the notification document [notification number] relating to shipments between [start date and end date].

This bank guarantee can only be called upon after OVAM has informed [name of bank] by registered letter, the postmark serving as the date, that it intends to call upon the bank guarantee.

OVAM's letter must be accompanied by OVAM's written declaration that the shipment, disposal or recovery of the exported waste has not taken place as planned or that it was an illegal shipment and/or illegal recovery or disposal, that the applicant is responsible for this and that the waste has not been taken back by the notifier in accordance with Articles 22 to 26 of Regulation 2024/1157.

This bank guarantee is valid until:

- OVAM has received the declarations referred to in Article 16(6) or, where applicable, Article 15(5) of Regulation 2024/1157, in which OVAM undertakes to notify [name of bank] of this in writing within 30 calendar days of receiving the above-mentioned declarations; but
- in any case, no later than the due date specified above.

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

Each partial payment made by the [name of bank] under this bank guarantee will automatically reduce the amount of the bank guarantee with an equal amount.

This bank guarantee is governed entirely by Belgian law. All disputes concerning this bank guarantee shall be settled by the competent court of [place].

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

[Signer's name and position]

[Signature]