

CERTIFICATE OF GUARANTEE FOR A SPECIFIC PERIOD

[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: [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 principal debtor, the undersigned, [name financial institution], with registered office at [address financial institution], 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 act jointly and severally liable to OVAM for the amount stated above, as security for the obligations of the principal debtor as notifier or consignee 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 guarantee can only be called upon after OVAM has informed [name financial institution] by registered letter, the postmark serving as the date, that it intends to call upon the guarantee.

OVAM's letter must be accompanied by written proof 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 principal debtor 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 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 financial institution] 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 guarantee will have to reach [name financial institution] 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 was returned to the [name financial institution].

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

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

[Signer's name and position]

[Signature]