

## CERTIFICATE OF GUARANTEE FOR AN INDEFINITE PERIOD

[Guarantee number]

Guarantor: [Name and address company], hereinafter referred to as 'the principal debtor'

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

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

On behalf of and at the expense of the principal debtor, 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 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 (EC) 2024/1157 of 11 April 2024 on shipments of waste in relation to the cross-border shipment of waste referred to in the general notification.

This 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 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 of bank] of this in writing within 30 calendar days of receiving the above-mentioned declarations.

The [name of bank] reserves the right to terminate this guarantee at any time by sending a registered letter to OVAM, with the postmark serving as the date of notification. The termination shall take effect within 30 days from the date of notification.

After the expiry of this notice period, the guarantee can only be called for the costs of transport, disposal or recovery for waste of which the shipment to the consignee has started in accordance with Regulation 2024/1157 before the expiry of the notice period or no later than seven days thereafter.

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]