

# RICHARDS BAY COAL TERMINAL PROPRIETARY LIMITED

## SHIPPING REGULATIONS

These Shipping Regulations were accepted by the RBCT Operations Committee on 24 November 2020 and approved by the RBCT Board of Directors on 26 November 2020.

### INTRODUCTION

These Shipping Regulations apply to all Users and Vessels, who accede to these terms by utilising RBCT.

For the benefit of Users as well as Vessels and the avoidance of any doubt, these Shipping Regulations govern, inter alia, the calculation of Laytime for Vessels that call at RBCT. However, RBCT is in no way responsible to any User for demurrage or despatch under any circumstances whatsoever and such remain the rights as well as obligations, as contracted for accordingly between the parties.

Any references to demurrage, despatch or words associated with the calculation thereof pertain to the calculations of demurrage and despatch in any underlying agreements between Users and their respective counter-parties.

### 1. DEFINITIONS

The following terms shall have the meanings specified below, unless the context indicates otherwise:

- 1.1 **“Appointed Shipping Agent”** means the individual or legal entity that represents the Owner in the Republic of South Africa for all purposes related to the Vessel;
- 1.2 **“Attached Vessel”** or **“Attachment”** means a Vessel which has been arrested or attached, arrested or detained under the Admiralty Jurisdiction Regulation Act 105 of 1983 by any Authority in terms of the Admiralty Jurisdiction Regulation Act 105; the National Ports Act 12 of 2005; the South African Revenue Services Act 31 of 1997, Customs and Excise Act 91 of 1964, the South African Maritime Safety Act 5 of 1998, and any amendments thereto, or any other applicable statute in South Africa, and the Sheriff of the High Court of South Africa has served the Warrant of Arrest to the Master on board the Vessel and the service-details will be recorded on the Statement of Facts (SOF);
- 1.3 **“Authority”** means any organ of state, or any regulatory or public body, authority (local, provincial or national) or person, having jurisdiction and/or responsible for fulfilling the relevant function referred to in the law of South Africa, and will include SAMSA and Sheriff of the High Court of South Africa;
- 1.4 **“Cargo”** means any Coal to be loaded on a Vessel for export;

- 1.5 “**Christmas period**” means the period from 20:00 on 24 December until 06:00 on 26 December, South African local time;
- 1.6 “**Coal**” means export coal;
- 1.7 “**Day**” means calendar day;
- 1.8 “**Drop**” means the loading of a specific quantity of coal into a single hold/hatch in one operation at the trimming stage;
- 1.9 “**ETA**” means the estimated time of arrival at the Port of Richards Bay;
- 1.10 “**14 (Fourteen) day Notice**” means the written notification given by the Master of the Vessel, or the Appointed Shipping Agent, to RBCT 14 (Fourteen) calendar days prior to load readiness at the Terminal, which shall include:
- 1.10.1 the Notice of ETA;
- 1.10.2 whether the Vessel will arrive in Richards Bay empty and in ballast, whether RBCT is the sole loading terminal or if the Vessel is laden and requires discharging at the Port of Richards Bay, the expected time for discharge of cargo;
- 1.11 “**IMO**” means the International Maritime Organization;
- 1.12 “**IMSBC code**” means the International Maritime Solid Bulk Cargoes code adopted on 4 December 2008, by resolution MSC.268(85), and entered into force on 1 January 2011, and has been made mandatory in terms of SOLAS, as amended from time to time;
- 1.13 “**ISPS code**” means the International Ship and Port Facility Security code;
- 1.14 “**Laycan**” means laydays/cancelling; a period of time agreed between the User and RBCT which corresponds to 10 (ten) calendar days, during which a Vessel should tender a valid Notice of Readiness (NOR) for loading, in line with these Shipping Regulations. Notwithstanding the requirements of Regulations 4.5 and 4.7, a Vessel shall have arrived during her Laycan if the time of the Vessel's arrival at the port as recorded by the Port Authority falls on a layday;
- 1.15 “**Laytime**” means the period of time for loading Vessels in accordance with the loading rates stipulated in these Regulations;
- 1.16 “**Load Shedding**” means a planned reduction or a planned interruption of the power supply to RBCT;
- 1.17 “**Marine Surveyor**” means a certified person who conducts inspections, surveys or examinations of Vessels to assess, monitor and report on their condition as well as the products on them;
- 1.18 “**Master**” means the captain in command of the Performing Vessel;
- 1.19 “**Notice of Readiness**” (NOR) means the written notification given to RBCT by the Master or the Owner's/Master's nominee, that a Vessel is in all respects clean and ready to receive coal;

- 1.20 **“Office hours”** means South African time between 07:30 and 16:30 on Mondays to Thursdays and, between 07:30 and 14:00 on Fridays, excluding Public Holidays;
- 1.21 **“Owner(s)”** means the owner or operator of the Vessel, whichever is relevant;
- 1.22 **“Parcel”** means a quantity of Coal (minimum 20 000 tons) of a single grade or multiple grades, required by a User to be loaded onto a Performing Vessel;
- 1.23 **“Performing Vessel”** or **“Vessel”** means the Vessel that performs the voyage or conveys the known/nominated Cargo;
- 1.24 **“Port”** means the Port of Richards Bay;
- 1.25 **“Port Authority”** means Transnet National Ports Authority of South Africa (“TNPA”), a division of Transnet SOC Limited, or its successor in title
- 1.26 **“Port Closure”** refers to a total closure of the entire Port operation by the Port Authority for a specified period as foreseen in Section 70 of the National Ports Act;
- 1.27 **“Port facilities”** means the port infrastructure, and port repair facilities, as defined in the National Ports Act 12 of 2005, provided by the Port Authority in the Port;
- 1.28 **“Port Services or Marine Services”** means all services rendered by the Port Authority to Vessels, including, however, not limited to pilotage, towage, mooring-services, the equipment as well as the personnel and their transportation to/from Vessels or Port-locations.
- 1.29 **“Public Holiday”** means any day declared as such by the Government of South Africa and published in the Government Gazette from time to time;
- 1.30 **“RBCT”** means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;
- 1.31 **“RBCT Banned Vessel List”** means a list of vessels produced and published by RBCT that will not be accepted for loading in line with Regulation 15 of these Shipping Regulations;
- 1.32 **“Ship consignment”** means the quantity of Coal required to be loaded into a Vessel and may consist of one or more Parcels;
- 1.33 **“Shipping Regulations”** or **“Regulations”** means these Regulations issued by RBCT and any amendments published from time to time;
- 1.34 **“Spot Vessel”** means a Vessel nominated to RBCT without a Laycan as required in Regulations 1.14 and 3.1;
- 1.35 **“Stevedore”** means a person appointed by RBCT, however, when onboard a Vessel, working under the direction of the Master;
- 1.36 **“Terminal”** means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;

- 1.37 **“Tons”** means metric Tons;
- 1.38 **“Turn Time”** means the grace period between receipt of Notice of Readiness and the commencement of Laytime, subject to the provisions of Regulation 9;
- 1.39 **“User”** means a shareholder of RBCT or any other entity approved and permitted by the RBCT Board of Directors and entitled to export coal through the Terminal;
- 1.40 **“Vessel Movement Interruption”** means a suspension of or delay to Vessel movement as a result of adverse weather conditions or Marine Services related delays for a specified period as declared by the Port Authority;
- 1.41 **“Weather working day”** means a working day or part of a working day during which it is or, in the event that the Vessel is still awaiting her turn, it would be possible to load the cargo without interference due to weather conditions;
- 1.42 **“Writing” and “Written”** means written, printed, uploaded or typed correspondence and includes the use of email, telefax, direct uploading onto the RBCT portal, electronic and such similar facilities.

## **2. VESSEL REQUIREMENTS: ACCEPTANCE OF VESSELS**

In order for RBCT to accept a Vessel for loading, the Vessel is required to:

- 2.1 be a single deck, self-trimming bulk carrier;
- 2.2 be classed Lloyds 100A1 or equivalent;
- 2.3 have hatches of the mechanical type and shall be of such design and construction as not to impede the operation of the shiploader;
- 2.4 RBCT will not accept twin-hatch Vessels, or Vessels with center line beams or bulkheads for loading;
- 2.5 if geared, have gear(s) which must not impede the normal operation of the shiploaders or otherwise reduce the loading rate of the Terminal;
- 2.6 have a minimum cargo lift at RBCT of 20 000 (twenty thousand) Tons;
- 2.7 have sufficient deballasting capacity to allow RBCT to achieve the standard load rates applicable to that Vessel, as set out in Regulation 8.3. Deballasting performance on Vessels will be monitored by RBCT and poor performers may be not accepted by RBCT when nominated in future;
- 2.8 comply in all respects with the requirements and Regulations of the Terminal and Port Authority;

- 2.9 be in possession of a valid Safety Management Certificate and a valid copy of the relevant Document of Compliance issued in terms of the International Safety Management Code (“ISM Code”);
- 2.10 carry an International Ship Security Certificate, indicating that the Vessel complies with the requirements of the Safety of Life at Sea Convention (SOLAS) chapter XI-2 and part A of the International Ship and Port Facility Security Code (ISPS Code), as amended from time to time;
- 2.11 provide, on request, documentation or certifications required for the trade and carriage of coal.

### **3. VESSEL NOMINATIONS AND LAYCANS**

- 3.1 Users shall allocate Laycans to planned Ship consignments on the basis of their shipping entitlement. All Parcels on a multi-parcel shipment are to have the same Laycan.
- 3.2 Users must nominate Vessels on the RBCT portal and/or in writing and confirm Laycan to RBCT at least 14 (Fourteen) days prior to the commencement of the Vessel’s Laycan. Nominations must be received by RBCT by no later than 16:00 on Mondays to Thursdays, or 13:30 on Fridays, to allow processing during Office hours. RBCT may, at its sole discretion, accept nominations outside of this period.
- 3.3 When nominating a Vessel to RBCT for loading of Coal, the User shall provide the following information:
  - 3.3.1 Vessel name (including former name(s) if any);
  - 3.3.2 IMO number
  - 3.3.3 Vessel type, class and classification society, P&I club, year built and flag;
  - 3.3.4 DWT, LOA, NRT, GRT, beam and number of holds;
  - 3.3.5 ETA at Port limits of Richards Bay and current position;
  - 3.3.6 Estimated Cargo intake;
  - 3.3.7 Any other information and/or certificates as may be required by RBCT.
- 3.4 Vessels that are nominated with no Laycan shall be deemed to be Spot Vessels and will be berthed at the discretion of RBCT, only if this can be done without prejudice to Vessels for which Laycans have been agreed.
- 3.5 Vessels which arrive before the commencement of the Laycan shall only be berthed before the Laycan commences, with the agreement of the relevant User and at the discretion of RBCT.
- 3.6 Vessels which arrive after the Laycan has ended shall only be berthed with the agreement of the relevant User and at the discretion of RBCT.
- 3.7 The nominated Vessel may only be substituted by an alternative Vessel, with the same Laycan, if 5 (five) days written notice is given to RBCT and the ETA of the alternative Vessel is no earlier than the ETA given as 14 (Fourteen) day Notice for the Vessel originally nominated, with the requisite notice in terms of Regulation 4.3.1.
- 3.8 RBCT’s determination of the suitability of the Vessel to call at the Port is final.

#### 4. VESSEL NOTICES

- 4.1 Notices supplied for a Vessel, before a User having nominated the Vessel to RBCT, will only be considered to have been received at the time of acceptance of such nomination of the Vessel by RBCT.
- 4.2 Users may not supply notices on behalf of Vessels. A User's nomination of a Vessel will not be considered to provide any notice as required in the Shipping Regulations.
- 4.3 In order for the Performing Vessel to qualify for a berth at RBCT:
- 4.3.1 The Master of the nominated Vessel, or the Appointed Shipping Agent, must supply, in writing, directly to RBCT's Operations Planning Department, the 14 (Fourteen) day Notice prior to the ETA.
- 4.3.2 The Master of the Performing Vessel, or the Appointed Shipping Agent, must further supply, in writing, to RBCT's Operations Planning Department, the following notices: 7 (seven) days, 5 (five) days, 4 (four) days, 3 (three) days, 2 (two) days and 24 (twenty four) hours, prior to the ETA or Notice of Readiness (NOR), whichever is later
- 4.3.3 The Master of the Performing Vessel, or the Appointed Shipping Agent, shall immediately inform, in writing, RBCT's Operations Planning Department of any deviation in excess of 24 (twenty four) hours to the aforementioned ETA or Notice of Readiness (NOR).
- 4.3.4 The Vessel shall have complied with requirements of Regulation 8.1
- 4.4 When the Vessel has arrived at the Port and is, in all respects, ready to load the Cargo for which it has been nominated, in accordance with the Shipping Regulations, the Master shall tender to RBCT its Notice of Readiness (NOR) to load, whether cleared at customs or not, whether in free pratique or not, whether in Port or not and whether in berth or not.
- 4.5 Subject to Regulations 4.7 and 4.8, the Notice of Readiness (NOR) can be tendered, in writing, to RBCT's Operations Planning Department at any time, including day or night as well as Saturdays, Sundays and Public Holidays, however, excluding the Christmas period. In the event of a dispute, the time recorded by the Port Authority shall apply.
- 4.6 RBCT shall not be obliged to receive or accept a Notice of Readiness (NOR) if tendered prior to the commencement of Laycan.
- 4.7 If, at the time of the Vessel's arrival at or off Richards Bay, there is un-availability- or suspension of Port Services and/or the Vessel is prevented from entering the Port due to the Vessel's inefficiency or other hindrances, which constitute Owner's usual hazards, a Notice of Readiness (NOR) cannot be tendered until such inefficiency or other hindrances have ceased to exist and/or Port Services have resumed.
- 4.8 For Notice of Readiness (NOR) purposes, a Vessel without ISPS clearance cannot tender a Notice of Readiness (NOR) until ISPS clearance is received.

**5. CONDITIONS FOR ARRIVAL OF VESSELS AT THE COAL BERTHS**

Vessels loading at RBCT shall comply with the following:

- 5.1 Official draught readings are made by the appointed draught surveying company, by making use of a launch-boat. The Vessel shall be responsible for and ensure that, whenever the Vessel's pilot-ladders are used to read the draught or otherwise, the person on the ladder is wearing a safety-harness and has a safety-line. In the absence of mentioned safety equipment, or the equipment being sub-standard or in poor state of repair, the Vessel shall not use the ladders and shall only be allowed to read the draught by using a launch-boat at Owners' expense. Failure to comply with this Regulation is for Owners' risk and account and will be reported and the Vessel may also be not accepted for future loading.
- 5.2 Prior to berthing and subsequent to unberthing, pilots are conveyed to and from Vessels mostly by helicopter, but, in some instances by launch and always at the Port Authority discretion.
- 5.3 Vessels shall not be trimmed excessively and shall never be trimmed more than the maximum trim allowed for in the ballast tank calibration tables.
- 5.4 Draught marks shall be legible at all times.
- 5.5 Vessels shall be loaded according to "International Load Line Regulations".
- 5.6 Vessels shall possess trim correction tables for all tanks, failing which, the Vessel will not be accepted for loading at the Terminal, the Notice of Readiness (NOR) will be considered invalid and the Vessel will be required to vacate the berth at the Owner's expense.
- 5.7 Vessels, which have previously carried petroleum products, shall have obtained a gas free certificate from a consulting chemical engineer prior to tendering a Notice of Readiness (NOR).

**6. HOLD CLEANLINESS**

A Vessel:

- 6.1 shall present a Marine Surveyor's certificate, issued at the Port of Richards Bay, that the holds are clean and ready to receive Coal;
- 6.2 shall not be cleaned at a coal berth;
- 6.3 if berthed and the holds are not passed as clean and ready, shall vacate the berth at the Owner's expense and will only be accepted for loading subsequent to the receipt of a certificate, issued by an independent Marine Surveyor at Richards Bay, that the Vessel holds are clean, dry and free of contaminants and in all respects ready to receive Coal.

**7. IMO: COAL CARGOES DECLARATION**

An IMO Coal Cargoes Declaration, in line with the IMSBC code, will be issued by RBCT, on behalf of the User, to the Master prior to commencement of loading.

**8. LOADING**

- 8.1 Vessels shall furnish RBCT's Operations Planning Department with stowage/rotation plans, to a maximum draught of 17.5 meters (or greater than 17.5 meters, in the event of such request having been accepted by RBCT), details of previous cargo, as well as the ballast condition and deballast pump rate, upon forwarding the Vessel's 4 days ETA notice. In the event of the information not having been received by RBCT, as stipulated in this Regulation 8.1, the Vessel shall not be included in the berthing program and any time lost in this regard shall be solely for the Owner's account and dealt with in terms of Regulation 9.4.
- 8.2 A Vessel receiving more than one Parcel shall complete each Parcel prior to proceeding to the next Parcel subject to Regulation 8.8.
- 8.3 RBCT is, however, not obliged to accept commitments to load Coal aboard a Vessel at rates greater than the following standard rates of loading per Weather working day (including Saturdays, Sundays and public holidays, however, excluding the Christmas period). It is recorded that demurrage and despatch are calculated solely on the standard load rates, as set out below:

<b>CARGO LIFT TONS</b>	<b>STANDARD LOAD RATES (per Weather working day)</b>	<b>AVERAGE RATE OF LOADING (tons per hour)</b>	<b>MAXIMUM RATE OF LOADING (tons per hour)</b>
20 000 to 30 000	11 000	5 200	10 000
30 001 to 40 000	20 000	5 300	10 000
40 001 to 50 000	28 000	5 400	10 000
50 001 to 60 000	30 000	5 450	10 000
60 001 to 70 000	34 000	5 500	10 000
70 001 to 80 000	38 000	5 600	10 000
80 001 to 90 000	39 000	5 700	18 500
90 001 to 100 000	42 000	5 750	18 500
100 001 to 110 000	44 000	5 800	18 500
110 001 to 120 000	45 000	5 900	18 500
120 001 to 130000	47 000	6 000	18 500
130 001 to 140 000	49 000	6 050	18 500
Above 140 000	50 000	6 100	18 500

- 8.4 Coal shall only be loaded into clean and empty holds.
- 8.5 At the trimming stage, RBCT will not load quantities of Coal in less than 200 (two hundred) Ton Drops, up to a maximum of 2 Drops.
- 8.6 The total weight of Coal loaded onto a Vessel as a Ship consignment, shall be the weight determined by the draught survey of the Vessel.
- 8.7 The official maximum sailing draught at Richards Bay is 17.5 meters. Consideration will be given to load to a deeper draught, provided all parties (RBCT, the Vessel operator, the User and the marine department of the Port Authority) are in agreement and weather conditions are suitable. Loading to a deeper draught, if agreed, is for the Owner's/Vessel's risk and account.
- 8.8 The operational allowable tolerance at RBCT is not less than approximately 1 000 (one thousand) Tons on any Parcel.

## 9. **TURN TIME**

Turn Time shall last for 18 (eighteen) hours and shall commence on receipt of a Vessel's Notice of Readiness (NOR), unless the Vessel arrives:

- 9.1 prior to the agreed Laycan, when Turn Time shall not commence before 00:01 on the first day of the Laycan;
- 9.2 within 14 (fourteen) days of the first nomination for that Laycan, when Turn Time shall not commence before 00:01 on the fourteenth day after the day of nomination;
- 9.3 within 5 (five) days of the substitution by the performing Vessel, when Turn Time shall not commence before 00:01 on the fifth day after the day of substitution;
- 9.4 within 4 (four) days of receipt by RBCT of the information required, in terms of Regulation 8.1, when Turn Time shall not commence before the 4 days have elapsed;
- 9.5 earlier than the 14 (Fourteen) day Notice supplied, in accordance with Regulation 4.3.1, when Turn Time shall not commence before the fourteenth day (anytime day or night; Saturdays, Sundays and Public Holidays included) after said notice was received.

## 10. **LAYTIME**

- 10.1 Laytime shall commence on expiry of Turn Time, unless Regulation 10.4 applies.
- 10.2 Only actual time used for loading the Vessel over the Christmas period will count for Laytime purposes.
- 10.3 In the event that loading has started prior to the commencement of Laytime, only actual time used in loading, prior to commencement of Laytime, shall count as Laytime.

- 10.4 In the event that a Vessel arrives without an agreed Laycan (Spot Vessel), Laytime will count from commencement of loading and, if a Vessel arrives after Laycan has expired, Laytime will count from commencement of loading, however, not before 18:00 on the first day after the Laycan. If the loading of a late Vessel commences before 18:00 on the first day after expiry of the Laycan, then only actual time used in loading will count until 18:00 that day.
- 10.5 In the event that the Port Authority declares any Vessel Movement Interruption or Port Closure, which delays Marine Services to inbound Vessels, the period of such delay as per the Port Authorities' declaration, shall not count as Laytime or as time on demurrage for all Vessels at anchorage, regardless of whether the Vessels alongside are loading.
- 10.6 In the event of weather conditions which, in the opinion of either RBCT or the Master, make shiploading perilous, RBCT shall cease loading and all such time lost shall not count as Laytime.
- 10.7 The time taken from anchor aweigh or pilot on board, whichever is earlier, until the Vessel is all fast alongside and ready in all respects to load (including hatches and holds passed, gangway secure, Customs/Ports clearance and free pratique, if applicable), shall not count as Laytime or time on demurrage.
- 10.8 Time lost due to inefficiency or any other cause attributable to the Vessel, her Master, her crew, the Owners or the Appointed Shipping Agent (including attachments or other legal processes), which affects berthing and/or loading of the Vessel, shall not count as Laytime or as time on demurrage.
- 10.9 In the event that loading is interrupted by the Vessel in order to conduct business on behalf of the Owner (e.g. taking bunkers, vitals, intermediate draught surveys or draught checks requested by the Vessel), any time lost shall not count as Laytime or time on demurrage.
- 10.10 In the event that loading has been interrupted due to ballast problems in relation to the average rate of loading, specified in the table set out in Regulation 8.3, any time lost as a consequence thereof shall not count as Laytime or as time on demurrage.
- 10.11 Any time lost as a result of breakdown of loading appliances, including breakdowns of the RBCT Terminal Control System and/or Load Shedding or power failures, shall not count as Laytime or as time on demurrage.
- 10.12 In the event that holds are failed, loading will only commence subsequent to the holds having been passed as clean and ready by an independent Marine Surveyor. All time lost from 'holds failed' to 'commence loading' will not count as Laytime or as time on demurrage.
- 10.13 For multi-parcel shipments, all waiting time caused by RBCT prior to berthing, subsequent to berthing, prior to commencement of loading, as well as between and during loading of Parcels shall be pro rata to all Parcels in proportion to the relevant Parcel sizes, except for waiting time caused by blockages as a result of incompatible coal and bulldozing delays, which will be counted to that specific Parcel.

- 10.14 User's written instructions, including grade, tonnage and full documentary requirements, must be received by RBCT's Operations Planning Department 48 hours prior to the Vessel's ETA or Laycan, whichever is later. In the event that any User's written instructions are received, or in the sole discretion of RBCT Operations and Planning Department's opinion instructions are considered substantially revised, less than 48 hours prior to the Vessel's ETA or Laycan, whichever is later, this will result in the Vessel not qualifying to berth.
- 10.15 (i) Date and time when each User(s)'s written instructions being provided for their Parcel(s) shall be recorded by RBCT and shall be shown on the Statement of Facts (SOF).  
(ii) Should any User(s) be directly responsible for the Vessel not qualifying to berth, as described in Regulation 10.14, then from commencement of Laytime until defaulting Users' written instructions are received, any time counted shall be shared by the defaulting User(s) based on their pro rata quantity out of the total defaulting quantity. Where upon only one User remains as the defaulting User and is last to provide their written instructions, then this User will be solely responsible for the respective time period until commencement of loading."
- 10.16 For any event constituting force majeure and the appropriate notice, as per Regulation 13.2 has been given, such time lost shall not count as Laytime or time on demurrage.
- 10.17 Laytime or demurrage shall cease counting on completion of loading or final draught survey, whichever is later.

## **11. STEVEDORES**

- 11.1 Stevedores, although appointed by RBCT, shall be under the direction and supervision of the Master whilst on board the Vessel. RBCT and the Users shall not be responsible for any negligence, default or error in judgement of Stevedores. Stevedores' damages, if any, are to be settled directly between the Owners and Stevedores.
- 11.2 The Owners will not hold RBCT liable for any damage, loss or costs, howsoever arising from any act or omission by the Stevedores.

## **12. COMMUNICATIONS**

Any event or issues related to the Cargo, which affect the loading operation or Port stay, must be immediately communicated, in writing, by the Master of the Vessel to RBCT's Operations Planning Department.

**13. FORCE MAJEURE**

- 13.1 The term "force majeure" as used herein shall mean any unforeseen event, circumstance or cause which prevents a User from performing all or some of its obligations, in terms of these Regulations when due or at all, which is beyond that User's reasonable control and which is not caused by that User's fault or negligence. A force majeure event includes not only the initial event but also the period until the affected User can resume operating at its normal rate, as well as the period thereafter during which the affected User catches up the backlog, which developed while it could not operate at its normal rate and in its normal manner. In the case of a force majeure event, which prevents RBCT from performing its obligations in terms of shipping, the force majeure event is deemed to continue until RBCT has completed loading all those Vessels at anchor outside the Port of Richards Bay at the time upon which RBCT can resume operating at its normal rate, as well as all the Vessels which anchor while RBCT is loading those delayed Vessels. For clarity purposes, this deeming provision is illustrated by the following example: should RBCT suffer a force majeure event and, by the time that RBCT can begin operating at its normal rate, there are 20 Vessels at anchor and during the 10 days that it takes RBCT to load those 20 Vessels, another 7 Vessels arrive, then the force majeure period includes the period during which RBCT loads all 27 Vessels. Examples of a force majeure event shall include, but are not limited to, acts of God, acts of the public enemy, insurrections, strikes, lockouts, fires, explosions, floods, electric power failures or interruptions of any kind, including but not limited to scheduled Load Shedding, non-availability and interruption of availability of the necessary Port facilities and/or Terminal interruptions or interruptions of transportation, embargoes, orders or acts of any Court or government or military authority, which prevents or affects the loading or transportation or delivering of a User's Coal exports to RBCT or the receipt or unloading or conveyance or stacking or reclaiming or shiploading of Coal by RBCT.
- 13.2 In the event of force majeure, within the meaning of this Regulation 13 occurring, RBCT shall notify every User in writing, providing details of the force majeure event and, if possible, the estimated time of its duration. If the occurrence of the force majeure event renders wholly or partly impossible the carrying out of the obligations of RBCT, in terms of the Regulations, RBCT shall be relieved of such obligations for the duration of the force majeure event, provided that RBCT resumes its obligations as soon as possible after cessation of the event.
- 13.3 RBCT shall not be liable for any claims, costs, expenses or damages made or suffered by any User due to the occurrence of force majeure.

**14. GENERAL**

- 14.1 All Vessels deballasting alongside the wharf shall ensure that adequate screening is provided over the outlet ports, in order to ensure that no water is allowed to fall on the wharfside, which could adversely affect RBCT equipment or cause injury to personnel.
- 14.2 A Vessel alongside the coal berth shall not immobilise engines unless authorised to do so by RBCT and the Port Authority.
- 14.3 Before, during and after loading, the Master shall undertake preventative measures to ensure that any burning, cutting, welding or any other source of ignition is not allowed in the vicinity of cargo holds or adjacent spaces.

- 14.4 Vessels shall provide sufficient lights onboard for night loading and shall be responsible to open and close hatch covers.
- 14.5 RBCT shall not, under any circumstances, be deemed to be a party or the agent of any party to any charter party or contract of affreightment and shall not be entitled to/liable for any despatch/demurrage earned/incurred under any charter party or other contract.
- 14.6 RBCT shall not be obliged to load any Vessel, which has been attached or is subject to any other legal process (Attached Vessel). Should a Vessel be attached after loading has commenced, a draught survey and a signed Mates Receipt/Bill of Lading must be issued for any Cargo loaded. Attached Vessels must vacate the RBCT berth on RBCT's request and at the Owner's expense.
- 14.7 Should a Vessel cause prolonged - and/or repeated operational delays to the Terminal and/or become a safety concern to RBCT, then RBCT, in their discretion and in consultation with the User(s) that will be affected, may require the Vessel to vacate the berth, but without any recourse by the Owners against RBCT and/or the User(s). A draught survey and a signed Mates Receipt/Bill of Lading must be issued for any Cargo loaded.
- 14.8 Safe access between the quay and the lower platform of the accommodation ladder is the Vessel's responsibility at all times. Should the accommodation ladder be hung off its falls, then the space between the lower level of the accommodation ladder and the quay shall be rigged with a safe portable gangway with a prow of approximately 600 (six hundred) mm and should have safety rails.
- 14.9 Unless otherwise instructed by the User, the Original Bills of Lading shall be released to RBCT's Operations Planning Department and proof of delivery is the responsibility of the Appointed Shipping Agent.
- 14.10 The Port Authority Marine Service shall be arranged by the Appointed Shipping Agent, who shall ensure that the Vessel sails not later than 1 (one) hour after completion of loading.
- 14.11 The Master, crew, Owner and Appointed Shipping Agent must comply with the laws, Regulations and the by-laws of the Republic of South Africa, as well as with all the provisions of any relevant international conventions that are relevant to the Vessel and/or carriage of coal.
- 14.12 For any Vessel found to be not ready in all respects for loading at RBCT, for any reason, which may include Vessel Attachment or structural defects, the RBCT Operations Planning Department are to be advised daily by the Appointed Shipping Agent of when the Vessel will be load ready.
- 14.13 The Master is responsible for monitoring the condition of the Coal loaded, as recommended in the IMSBC Code. Should any non-compliant Coal be discovered, the Master shall report this immediately to the Stevedore, who will alert the Terminal.
- 14.14 Only one surveying company is to be used on a Vessel to perform the Initial- , Intermediate- (for grade change) and Final draught survey.

**15. BANNED VESSELS**

RBCT is entitled, but not obliged, to not accept for future loading, any Vessel that has failed to comply with any of the Shipping Regulations or is otherwise unsuitable in its opinion. Such Vessels will appear on the RBCT Banned Vessel List, which is published on the RBCT website.

**16. CONTRACT VARIATION**

Notwithstanding the provisions of the Shipping Regulations, any relaxation or waiver of any of the Shipping Regulations or any decision by RBCT to use its discretion to deal with a particular circumstance, shall not be regarded as a precedent nor shall this oblige RBCT to act in any similar way in respect of future shipments. Such discretion will be based on an RBCT Operational nature and will not be overriding the Authority.