RICHARDS BAY COAL TERMINAL PROPRIETARY LIMITED

SHIPPING REGULATIONS

The RBCT Shipping Regulations were supported by the Operations Committee "OPCO" on 3 September 2026, and approved by the RBCT Board of Directors ("the Board") on 17 September 2026, for implementation from 18 September 2026.

INTRODUCTION

The RBCT Shipping Regulations apply to all Coal Exporting Parties ("CEPs") and Vessels that accede to these terms by utilising RBCT. For the benefit of the CEPs as well as Vessels and the avoidance of any doubt, the Shipping Regulations govern, inter alia, the calculation of Laytime for Vessels that call at RBCT. However, RBCT is in no way and under any circumstances whatsoever responsible to any CEP for demurrage or dispatch and as such, this remains the rights as well as the obligations, as contracted for accordingly, between the parties.

Any references to demurrage, despatch, or words associated with the calculation thereof, pertaining to the demurrage and despatch in any underlying agreements, remains between CEPs 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 that has been arrested/attached as a result of a maritime claim against the Owner/Vessel Owner or has been detained by any Authority (legal reasons);

1.3 **"Authority"** means any lawful authority including, however not limited to, any government agency, the Port Authority, South African Maritime Safety Authority, South African Revenue Services and any officer of any court in South Africa;

1.4 **"Cargo"** means any coal to be loaded on a Vessel for export;

1.5 **"CEP"** means a Coal Exporting Party who has a right to utilise Entitlement and shall include Shareholders, Common Users and Quattro Users (Junior Miners), as the context may require.

1.6 **"Christmas period"** means the period from 20:00 on 24 December until 06:00 on 26 December, South African local time;

1.7 **"Coal"** means export coal;

1.8 **"Day"** means calendar day;

1.9 **"Drop"** means the loading of a specific quantity of coal into a single hold/hatch in one operation at the trimming stage;

1.10 **"ETA"** means the estimated time of arrival at the Port of Richards Bay;

1.11 **"External Outage"** means a planned external event that has resulted in the stoppage of the loading operations at the Terminal;

1.12 **"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:

i. The Notice of ETA;
ii. Whether the Vessel will arrive in Richards Bay empty and/or in ballast, whether RBCT is the sole loading terminal or whether the Vessel is laden and requires discharging at the Port of Richards Bay, as well as the expected time for discharge of cargo;

1.13 **"IMO"** means the International Maritime Organisation;

1.14 **"IMSBC code"** means the International Maritime Solid Bulk Cargoes code, as amended from time to time, which includes the Total Moisture Limit ("TML");

1.15 **"Internal Outage"** means a planned internal event that has resulted in the stoppage of the loading operations at the Terminal;

1.16 **"ISPS code"** means the International Ship and Port Facility Security code;

1.17 **"Laycan"** means laydays/canceling, which is a period of time agreed between the CEP and RBCT that 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 will have arrived during her Laycan in the event that the time of the Vessel's arrival at the Port, as recorded by the Port Authority, falls on a layday;

1.18 **"Laytime"** means the period of time agreed for the loading of Vessels in accordance with the loading rates stipulated in these Regulations;

1.19 **"Loadshedding"** means a planned reduction or a planned interruption of the power supply to RBCT;

1.20 **"Loading appliances"** means the following equipment; Tipplers, Yard machines, Shiploaders, Conveyors, Sampling plants (Ingo and outgo), Silos, Test weigh bins, Scales, Moving heads, Shuttle head(s), Gates, Skirts, Pyrometers, Temperature sensors, Metal detectors and TML analysers;

1.21 **"Marine Surveyor"** means a certified person who conducts inspections, surveys or calculations of Vessels to assess, monitor and determine the quantity loaded on board;

1.22 **"Master"** means the Captain in command of the Performing Vessel;

1.23 **"Notice of Readiness"** ("NOR") or NOR Tendered 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;

1.24 **"Owner(s)"** means the owner or operator of the Vessel, whichever is relevant;

1.25 **"Parcel"** means a quantity of coal (minimum 20 000 tons) of a single grade or multiple grades, required by a CEP to be loaded onto a Performing Vessel;

1.26 **"Performing Vessel"** or **"Vessel"** means the Vessel that performs the voyage or conveys the known/nominated Cargo;

1.27 **"Port"** means the Port of Richards Bay;

1.28 **"Port Regulations"** mean the regulations imposed by Transnet National Ports Authority and all its departments as well as any amendments communicated from time to time;

1.29 **"Port Authority"** means Transnet National Ports Authority of South Africa ("TNPA"), a division of Transnet;

1.30 **"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;

1.31 **"Port facilities"** means the facilities provided by the Port Authority;

1.32 **"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;

1.33 **"Public Holiday"** means any day declared as such by the Government of South Africa and published in the Government Gazette from time to time;

1.34 **"RBCT"** means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;

1.35 **"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;

1.36 **"RBCT Office Hours"** means the time between 07:30 and 16:30 on Mondays to Thursdays and between 07:30 and 14:00 on Fridays, excluding Public Holidays;

1.37 **"RBCT Operations Planning Office Hours"** means the time between 07:30 and 16:30 on Mondays to Thursdays and between 07:30 and 16:00 on Fridays, excluding Public Holidays;

1.38 **"Ship consignment"** means the quantity of coal required to be loaded into a Vessel and may consist of one or more Parcels;

1.39 **"Shipping Regulations"** or **"Regulations"** means these Regulations issued by RBCT and any amendments published from time to time;

1.40 **"SLS"** means Smart Logistic System, developed by RBCT. This is a web platform for CEPs to plan and execute their shipping, stockyard and rail operations;

1.41 **"Spot Vessel"** means a Vessel nominated to RBCT without a Laycan as required in Regulations 1.17 and 3.1;

1.42 **"Stevedore"** means a person appointed by RBCT, however, when onboard a Vessel, working under the direction of the Chief Officer;

1.43 **"Terminal"** means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;

1.44 **"Tons"** means metric Tons;

1.45 **"Turn Time"** means the grace period between receipt of Notice of Readiness and the commencement of Laytime, subject to the provisions of Regulation 9;

1.46 **"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;

1.47 **"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;

1.48 **"Writing" and "Written"** means written, printed, uploaded or typed correspondence and includes the use of email, telefax, direct uploading onto the RBCT SLS, 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 mechanical type hatches and shall be of such design and construction in order to not 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 performing vessels will be listed on RBCT's Banned list and will only be considered to call at RBCT subsequent to the vessel's performance for the last three Port calls being reviewed;

2.8 comply in all respects with the requirements and Regulations of the Terminal, Port Authority, Port Health and Customs;

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 chapter XI-2 of the Safety of Life at Sea Convention ("SOLAS") and part A of the ISPS code, as amended from time to time;

2.11 provide, upon request, documentation or certifications required for the trade and carriage of coal.

3. VESSEL NOMINATIONS AND LAYCANS

3.1 CEPs shall allocate Laycan to planned Shipment on the basis of their shipping entitlement. All Parcels on a multi-Parcel shipment are to have the same Laycan.

3.2 CEPs must nominate Vessels on the RBCT SLS 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 15:30 on Fridays, in order to allow processing during the RBCT Operations Planning Office Hours.

3.3 When nominating a Vessel to RBCT for loading of coal, the CEP shall provide the following information:

i. Vessel name (including former name(s), if any);
ii. IMO number;
iii. Vessel type, class and classification society, P&I club, year built and flag;
iv. DWT, LOA, NRT, GRT, beam and number of holds;
v. ETA at Port limits of Richards Bay and current position;
vi. Estimated Cargo intake;
vii. IMO sulfur cap compliance; and
viii. 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, only in the event that this could be done without prejudice to other Vessels for which Laycan have been agreed. This will be done in accordance to RBCT Shipping Control Procedure.

3.5 Vessels which arrive prior to the commencement of the Laycan shall only be berthed prior to the commencement of Laycan, only if this can be done without prejudice to other Vessels and with the agreement of the relevant CEP as well as the Appointed Shipping Agent.

3.6 Vessels which arrive after the Laycan has ended shall only be berthed if this can be done without prejudice to other Vessels.

3.7 The nominated Vessel may only be substituted by an alternative Vessel, with the same Laycan, in the event that 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) days' Notice for the Vessel originally nominated, with the requisite notice in terms of Regulation 4.3 (i).

3.8 RBCT's determination of the suitability of the Vessel to call at the Port is final.

3.9 In the event that the Laycan for the subject vessel has already commenced or a request has been received for it to be moved earlier in the month, then the request to amend the Laycan will result in this being treated as a new nomination and the 14-day ruling will apply.

3.10 In the event where it is requested for the Laycan to be moved out to later in the month, the 5-day sub rule will apply.

4. VESSEL NOTICES

4.1 Notices supplied by the Agents prior to the vessel being nominated by the CEP, will only be accepted by RBCT, upon nomination by CEP.

4.2 CEPs are required to supply the nominations for the vessels. CEPs shall not supply notices on behalf of vessels and CEP's nomination of a vessel will not be considered to provide any notice as required in the Shipping Regulations. Agents are required to supply the notices for the vessels.

4.3 In order for the Performing Vessel to qualify for a berth at RBCT:

i. 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) days' Notice prior to the ETA.
ii. 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 NOR, whichever is later.

iii. 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 NOR.

iv. The Vessel shall have complied with the 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 and Port 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 NOR can be tendered, in writing, to RBCT's Operations Planning Department at any time (day or night, including Saturdays, Sundays and Public Holidays). In the event of a dispute, the time recorded by the Port Authority shall apply.

4.6 RBCT shall not be obliged to receive a NOR if tendered prior to the commencement of Laycan.

4.7 In the event that, 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 NOR cannot be received. Any NOR already tendered shall be deemed null and void (whether received or not) and when such unavailability or suspension or inefficiency or other hindrances as aforementioned have ceased to exist and Port Services have resumed, the Vessel must retender a new NOR.

4.8 In the event of a Vessel without ISPS clearance, NOR cannot be accepted 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 the mentioned safety equipment, or the equipment being sub-standard or in an apparent poor state of repair, the Vessel shall not utilise the ladders and shall only be allowed to read the draught by utilising a launch-boat at the Owner's expense. Failure to comply with this Regulation is for the Owner's risk and account and will be reported. Furthermore, the Vessel may be listed on RBCT's Banned list.

5.2 Prior to berthing and subsequent to unberthing, pilots are conveyed to and from Vessels by helicopter, however, in some instances by the Pilot-boat, which is always at the discretion of the Port Authority.

5.3 Vessels shall not be trimmed excessively and shall never be trimmed in excess of 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 be in possession of trim correction tables for all tanks, failing which, the Vessel will not be accepted for loading at the Terminal, the 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 a NOR being tendered.

6. HOLD CLEANLINESS

A Vessel:

6.1 shall present a Marine Surveyor’s Certificate, issued at the Port, that the holds are clean and ready to receive coal;

6.2 shall not be cleaned at a coal berth; and

6.3 that has 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

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

8. LOADING

8.1 Upon forwarding a Vessel’s 4 (four) days’ ETA notice, 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, the Vessel agent, CEP and Marine Services Department of the Port Authority), together with details of previous cargo, as well as the ballast condition and deballast pump rate. In the event of the information not having been received by RBCT, as stipulated in Regulation 8, 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 loading 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 obligated to accept commitments to load coal onboard a Vessel at rates greater than the following standard rates of loading per Weather working day (including Saturdays, Sundays and public holidays). It is recorded that demurrage and despatch are calculated solely on the standard load rates, as set out below:

CARGO LIFT TONS	STANDARD LOAD RATES (per Weather working day)	AVERAGE RATE OF LOADING (Tons per hour)	MAXIMUM RATE OF LOADING (Tons per hour)
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 130 000	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 (two) 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 that all parties (RBCT, the Vessel operator, CEP and Marine Services 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, taking into consideration the total contractual cargo stem for the Vessel.

9. TURN TIME

Turn Time shall last for 18 (eighteen) consecutive hours and shall commence on receipt of a Vessel's 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 14th (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 5th (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, when Turn Time shall not commence before the 4 (four) days have elapsed;

9.5 Earlier than the 14 (fourteen) days' Notice supplied, in accordance with Regulation 4.3 (i), when Turn Time shall not commence before the 14th (fourteenth) day (day or night, including Saturdays, Sundays and Public Holidays) after the 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 for loading a Vessel over the Christmas period will count as Laytime or time on Demurrage.

10.3 In the event that loading has started prior to the commencement of Laytime, only actual time used in loading, shall then 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;

a. In the event that a Vessel arrives after Laycan has expired, Laytime will count from commencement of loading, however, not before 18:00 from midnight, on the first day after the Laycan.
b. In the event that 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 Authority's 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 *or time on demurrage*.

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/Port clearance and free pratique, if applicable), shall not count as Laytime or time on demurrage.

10.8 In the event that, after the time of the Vessel's arrival/tendering its NOR at or off Richards Bay, the Vessel is ordered by RBCT to berth, however, the Vessel is unable – even if solely so determined by RBCT – or refuses to proceed to berth due to any reason whatsoever and/or otherwise fails to comply with these Rules, RBCT may at its sole discretion cancel the Vessel's berthing. Only when the Vessel is able and willing to proceed to berth can the Vessel tender a new NOR based on which the Vessel will be assigned to a new rotation in the Terminal's lineup. All time from when the Vessel was unable – even if solely so determined by RBCT or refused to proceed to berth, or berthing was cancelled (whichever is earlier) until the Vessel is called in again for berthing with anchor away or pilot on board (whichever is earlier) shall not count as Laytime or as time on demurrage (whether or not any previous NOR had been tendered and received prior to the Vessel re-tendering a new NOR as aforementioned).

10.9 Time spent or lost due to inefficiency or any other cause attributable to the Vessel, her Master, her crew, the Owner 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.

10.10 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.

10.11 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.

10.12 Any time lost as a result of an Internal/External Outage or the breakdown of loading appliances, including breakdowns of the RBCT Terminal Control System and/or loadshedding or power failures, shall not count as Laytime or as time on demurrage.

10.13 In the event that the 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.

10.14 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 the loading of Parcels, shall be pro rata to all Parcels in proportion to the relevant Parcel sizes, except for waiting time caused by moving of the loader and/or awaiting cargo during the loading of the Parcel or blockages as a result of incompatible coal (including wet coal or dusty coal) and bulldozing delays, which will be counted to that specific Parcel. For the avoidance of doubt and to clarify, the RBCT delay groupings and definitions, as per Annexure A of the RBCT

Shipping Control Procedure, is included in these Shipping Regulations as Annexure A, which sets out the allocation of the events counting pro-rata or for the specific Parcel.

10.15 The written instructions from the CEP, 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. Should the 48 hours written instructions be submitted during a Friday to meet the time frame of this Regulation then the instructions must be received no later than 14:00 on said Friday. In the event that any CEP's written instructions are received substantially revised, less than 48-hours prior to the Vessel's ETA or Laycan, whichever is later, and/or in case of a Friday after 14:00, this will result in the Vessel not qualifying to berth.

10.16 (i) The date and time upon which a CEP's written instructions had been provided for their Parcel(s) shall be recorded by RBCT and shall be indicated on the Statement of Facts ("SOF").

(ii) Should any CEP be directly responsible for the Vessel not qualifying to berth, as described in Regulation 10.14, then from commencement of Laytime until the defaulting CEP's written instructions are received, any time counted shall be shared by the defaulting CEP(s) based on their pro rata quantity out of the total defaulting quantity.

(iii) Where upon only one CEP remains as the defaulting CEP and is last to provide their written instructions, then this CEP will be responsible for the delay until commencement of loading.

10.17 For any event constituting force majeure and the appropriate notice having been given, as per Regulation 13.2, such time lost shall not count as Laytime or time on demurrage.

10.18 Laytime or demurrage shall cease counting upon completion of loading and Final Draught Survey or first drop of coal on the next Parcel, whichever is the earlier. In cases where Top-ups are required for the preceding Parcel, only the loading time will count towards that Parcel, as per Regulation 10.14.

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 CEPs shall not be responsible for any negligence, default or error in judgment of Stevedores. Damages from Stevedores, if any, are to be settled directly between the Owner and the Stevedores.

11.2 The Owner 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 communicated immediately, in writing, by the Master of the Vessel, Stevedore, Surveyor and/or Agent 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 CEP from performing all or some of its obligations, in terms of these Regulations when due or at all, which is beyond that CEP's reasonable control and which is not caused by that CEP's fault or negligence. A force majeure event includes not only the initial event but also the period until the affected CEP can resume operating at its normal rate, as well as the period thereafter during which the affected CEP 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 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, however, 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, however, 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 CEP'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 CEP 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 CEP 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 wharf side, 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 CEP or the Appointed Shipping Agent of any CEP to any charter CEP or contract of affreightment and shall not be entitled to/liable for any despatch/demurrage earned/incurred under any charter CEP 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 subsequent to approval by the CEPs 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 CEP(s) that will be affected, may require the Vessel to vacate the berth, but without any recourse by the Owner against RBCT and/or the CEP(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) millimeters and should have safety rails.

14.9 Unless otherwise instructed by the CEP, 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 prior to berthing found to be not ready in all respects for loading at RBCT, for any reason, which may include Vessel Attachment or structural/mechanical 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 VESSEL LIST

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, and will only be considered to call at RBCT after reviewing the vessels performance for the last three port calls.

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.

17. RBCT DELAY GROUPINGS AND DEFINITIONS (ANNEXURE A)

The RBCT delay groupings and definitions, as per Annexure A of the RBCT Shipping Control Procedure, has been included in these Shipping Regulations as Annexure A.

For the avoidance of doubt:

- Clause 10.9 of these Shipping Regulations shall include, however, not be limited to those events highlighted with yellow below.
- Clause 10.12 of these Shipping Regulations shall cover those events highlighted in blue below.
- Clause 10.14 of these Shipping Regulations shall cover those events highlighted in green below (counting pro-rata to all Parcels in proportion to the relevant Parcel sizes).
- All other events highlighted in grey below shall count as Laytime or as time on demurrage for the specific Parcel, unless otherwise excluded in these Shipping Regulations.

ANNEXURE A
RBCT DELAY GROUPINGS AND DEFINITIONS

NO	DELAY GROUPING	DELAY NAME	DEFINITION
1	-	Loading Vessel Hold	Shiploader within Hatch and there is visible Coal Flow (each Hatch/Hold will be reflect by a number)
2	RBCT Breakdown Delay	Breakdown in Sampling Plant	Breakdown resulting in interruption in operation a) Primary and Secondary Cutter problems
3	RBCT Breakdown Delay	Conveyor	Breakdown resulting in interruption in operation
4	RBCT Breakdown Delay	Feeder Problem	Breakdown resulting in interruption in operation
5	RBCT Breakdown Delay	Reclaimer	Breakdown resulting in interruption in operation
6	RBCT Breakdown Delay	Stacker Reclaimer	Breakdown resulting in interruption in operation
7	RBCT Breakdown Delay	Shiploader	Breakdown resulting in interruption in operation
8	RBCT Breakdown Delay	Tandem Tippler	Breakdown resulting in interruption in operation
9	RBCT Breakdown Delay	TCS Breakdown	Breakdown resulting in interruption in operation
10	RBCT Breakdown Delay	Plant Shutdown	Planned maintenance a) Substation
11	RBCT Breakdown Delay	Internal Testing	Planned maintenance a) Bias testing b) Re-commissioning of a machine after an outage
12	RBCT Breakdown Delay	TCS Shutdown	Planned maintenance
13	Blockage Delay	Incompatible Coal	Loading interrupted as a result of wet coal causing blockages
14	External Delay	Weather (e.g. Rain, Wind, etc.)	Delay resulting to stopping operation due to weather related events
15	Municipal Delay (External)	External Power Failure	Power outage due to external issues (as soon as Control Tower is aware - communicate with Stevedore)
16	Process Delay	Awaiting Cargo	Awaiting of coal to reach Shiploader from the source Silo (normally on average 5 minutes or less)
17	Process Delay	Awaiting RBCT to Load	Loading stalled by RBCT a) Prior commencement loading 1st Parcel b) Prior commencement loading following Parcel
18	Process Delay	Final Draft Survey	After last drop of coal on completion of Vessel
19	Process Delay	Draft Survey	After last drop of coal on completion of Parcel
20	Process Delay	Moving Loader	Hatch change movement made by Shiploader (Last drop of coal on existing Hatch until Shiploader stops at the new Hatch)
21	Process Delay	Cleaning Sampling Plant	Down time due to cleaning of Sampling Plant
22	Process Delay	Bulldozing	Bulldozing related to normal process (Clearing, breaking walls and coal out of reach)
23	Process Delay	By-pass Train Test	Down time during bypassing of coal onto Vessel
24	Process Delay	By-pass Reclaimer	Down time during bypassing of coal onto Vessel via a Reclaimer

NO	DELAY GROUPING	DELAY NAME	DEFINITION
25	Process Delay	Changing Loaders	Moving loader on/off Vessel
26	Process Delay	Changing Reclaimer	Change in Reclaimer to go load another Vessel or even the switching of machine to load similar or another grade
27	Process Delay	Changing Stockpile	Movement of the same Yard Machine to another stockpile
28	Process Delay	Changing Routes	Loading interruption requiring the Controller to use another route to resume loading
29	Process Delay	Topping Up Silo	Topping up Silo
30	Process Delay	No Shiploader Available/Loader Loading Another Vessel	Removal of Shiploader from a Vessel to service another Vessel of higher priority (Senior Vessel)
31	Process Delay	No Reclaimer Available/Loader Loading Another Vessel	
32	Process Delay	No Route Available/ Loader Loading Another Vessel	
33	Process Delay	Stacking	Prioritizing Train offloading
34	Process Delay	Taking New Cut	Time spent by Yard Machine out of coal in order to take new cut for reclaiming
35	RBCT Delay	Awaiting RBCT Instruction	Loading interruption due to requirement for RBCT to get new instruction from CEP, BD substitution of grade
36	RBCT Delay	Internal Power Failure	Power outage due to internal issues (as soon as Control Tower is aware - communicate with Stevedore)
37	Ship Delay	Vessel Shifting	Shifting a Vessel using Tugs (if per RBCT's instruction)
38	Ship Delay	Warped Forward/Backward	Shifting a Vessel within same berth (10m - 20m moves) (if RBCT's request after loading commenced)
39	Ship Delay	Deballasting Vessel	Vessel deballasting
40	Ship Delay	Awaiting Chief Officer's Instruction	Loading interruption caused by Master of Vessel a) Vessel Hatch closed
41	Ship Delay	Awaiting Repairs on Vessel	Loading interruption due to repairs being conducted on Vessel (Stevedores repairs)
42	Ship Delay	Ships Crane	Vessel crane disrupting movement of Shiploader
43	Ship Delay	Detained Vessel	Arresting of a Vessel
44	Ship Delay	Awaiting Master Mariner	Down time resulting from time waited for Master Mariner's feedback