

Dear Valued Customer

AMENDMENTS TO TPT'S CONDITIONS OF TRADE AND STANDARD OPERATING PROCEDURES FOR CONTAINER TERMINALS EFFECTIVE 1 APRIL 2020

It has been a pleasure working with you in the past financial year. On 1 April 2020, Transnet Port Terminals (TPT) entered into a new financial year and accordingly, the business has brought about some changes and based on a risk adjusted approach, changes to TPT's contracting documents were necessary. The purpose of this communiqué is to inform TPT's customers of the changes effected to TPT's Conditions of Trade (COT) for Container Terminals and Standard Operating Procedures for Container Terminals (SOPCT) effective 1 April 2020.

In an effort to improve our services and, in order to maintain a sound relationship with yourselves TPT has reviewed its standard commercial contracts, the business shall be bringing about changes as of 1 April 2020 for the 2020/2021 financial year.

This review is undertaken every year and TPT urges customers to ensure that they are appraised of the changes brought by the review and are familiar with the terms and conditions of the standard contracts which constitutes binding obligations between TPT and the customers.

Below is a list of the changes that have been made, however, kindly note that for practical purposes not all amendments may be specified in this notification, but particular attention should be paid to the following:

CONDITIONS OF TRADE (COT) FOR CONTAINER TERMINALS

Ad Clause 1: Definitions

1. Page 2 by adding the following new definitions:

"1.1.4. Care and Custody means the legal authority of TPT upon delivery of a customer's cargo or container to supervise or otherwise be responsible therefor until such time

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that same is loaded onto an appointed vessel, road or rail transportation out of a TPT Terminal;”

"1.1.5. Consequential/Indirect Damages means indirect damages or special damages (whether within the contemplation of the Parties at the time of entering into the contract or not), which terms shall include, without limitation, any loss of profit, loss of business or trade, loss of production, loss of use, loss of contract, loss of opportunity or wasted overheads (which will include packing and repacking of containers, cargo dues, freight, agency fees, customs duties, surveyor fees, transport costs, storage charges, documentation costs and demurrage or other delay costs or loss of business reputation or business opportunities suffered by the other.”

Ad clause 5: Standard Terms and Conditions for All Visitors to the Terminal Operator’s Container Terminals

2. Page 6 by adding a new clause 5.10 as follows:

"5.10. For the avoidance of any doubt all and any entrants, Visitors, Customers or any other third party entering TPT terminals shall do so at their own risk and hereby indemnifies TPT against loss or damage or injury sustained whilst in or at any TPT terminal.”

Ad clause 7: IMDG Goods

3. Pages 8/9 by adding new clauses 7.3.3 and 7.6 as follows:

"7.3.3 The Customer will be liable to the Terminal Operator for all and any damage to property and injury to any person in the event the IMDG container is handled and not correctly marked or packaged and all costs associated therewith, including clean-up costs and legal costs on an attorney and own client scale.”

"7.6 It is to be noted that the Terminal Operator does not support the storage of hazardous cargo in its Terminal/s. It is therefore incumbent upon the Customer to ensure that containers containing hazardous cargo be evacuated from the Terminal as soon as possible and in accordance with the dwell time directives issued by the Terminal Operator or the National

Ports Authority. In the event no transportation instruction is received from the Customer the containers will not be off-loaded from the vessel and the Terminal Operator will under no circumstances be held liable for the costs of the container not being off-loaded."

Ad clause 8.2.2: Limitation of Liability

4. Page 10 clause 8.2.2.2 by adding following underlined insertions:

"8.2.2.2 Notwithstanding anything to the contrary stated elsewhere in these Conditions of Trade, the Terminal Operator will in no event be or become liable, whether by way of indemnity to the Customer or otherwise, for any loss of or damage to the goods and cargo carried by the Customer and/or any property whatsoever in the care and custody of the Terminal Operator, including but not limited to containers, pallets or similar articles of transport or packaging, in an amount exceeding the equivalent of 666.67 SDR (Special Drawing Rights) per package or unit, or 2 SDR per kilogram or gross weight of the goods and cargo lost or damaged, whichever is higher. The terms "SDR", "package" and "unit" have the meaning ascribed under the Carriage of Goods by Sea Act (No. 1 of 1986, incorporating The Hague-Visby Rules). However, the total SDR shall not exceed the limitation prescribed in 8.2.2.1."

5. Page 11 clause 8.2.2.4 by deleting this clause in its entirety:

~~"8.2.2.4 Where a claim is brought against the Terminal Operator in respect of the same incident or series of incidents from the same cause by the Customer and/or any third party, then the limit of liability referred to in Clauses 8.2.2.1 and 8.2.2.2 is reduced by an amount which the Terminal Operator is obliged to pay the third party pursuant to a judgment or award."~~

6. Page 11 clause 8.2.2.4 by amending this clause to include following underlined insertions:

"8.2.2.4 The Customer cannot make any claim against the Terminal Operator for an amount less than ZAR 15,001.00 (fifteen thousand and one South African Rand) except for damage to a container, in respect of which the Customer cannot make any claim against the Terminal Operator for an amount less than ZAR 6,500.00 (six thousand five hundred South African Rand). Where a claim exceeds the applicable rand amounts set out above (referred to as "the threshold"), the Terminal Operator shall not be liable for any amount which falls below

the applicable threshold. Claims for the loss of or damage to reefer container (refrigerated container) power cables are specifically excluded from the application of the provisions of this Clause 8.2.3, and for the avoidance of any doubt the Terminal Operator shall not be liable for either the theft of or damage to reefer container power cables."

Ad clause 8.3: Indemnity - The Customer

7. Page 11 by deleting clause 8.3.2 in its entirety:

~~*"8.3.2 The Terminal Operator may not make any claim against the Customer for an amount less than ZAR 12,200.00 (twelve thousand two hundred South African Rand) except for damage to a container, in respect of which the Terminal Operator cannot make any claim against the Customer for an amount less than ZAR 6,100.00 (six thousand one hundred South African Rand) which amount includes all costs arising from such damage."*~~

Ad clause 8.4: Claims against the Terminal Operator and the Customer, their servants and agents by Third Parties

8. Page 12 by deleting clauses 8.4, 8.4.1, 8.4.2, 8.4.3, 8.4.4 in its entirety:

~~"8.4: Claims against the Terminal Operator and the Customer, their servants and agents by Third Parties~~

~~*"8.4.1 The Terminal Operator hereby authorises the Customer to contract on its behalf and on behalf of its servants and agents, on whose behalf it is duly authorised, or any one or more of those parties with third parties for the purpose of precluding or limiting the liability of any one or more of those parties, to such third parties. To the extent that such an agreement has already been concluded, the Terminal Operator hereby ratifies such agreement for itself and on behalf of its servants and agents."*~~

~~*"8.4.2 To the extent that the Customer contracts with third parties to stipulate in favour of the Terminal Operator, its servants and agents or any one or more of those parties for the purpose of precluding or limiting the liability of any one or more of those parties such stipulations are hereby accepted by the Terminal Operator on its own behalf and on behalf of its servants and agents."*~~

~~"8.4.3 The Customer hereby authorises the Terminal Operator to contract on its behalf and on behalf of its servants and agents, on whose behalf it is duly authorised, or any one or more of those parties with third parties for the purpose of precluding or limiting the liability of any one or more of those parties to such third parties. To the extent that such an agreement has already been concluded, the Customer hereby ratifies such agreement on its own behalf and as agent on behalf of its servants and agents."~~

~~"8.4.4 To the extent that the Terminal Operator contracts with third parties to stipulate in favour of the Customer, its servants and agents or any one or more of those parties so as to preclude or limit the liability of any one or more of those parties such stipulations are hereby accepted by the Customer on its own behalf and on behalf of its servants and agents."~~

Ad clause 8.5: Claims against the Servants and Agents of the Operator by the Customer and vice versa

9. Page 12 by deleting clauses 8.3.3, 8.3.4, 8.3.5 and 8.3.6 in its entirety:

~~"8.3.3 The Terminal Operator hereby stipulates in favour of each and every one of its servants and agents that the Customer has no right of action whatsoever against any such servant or agent in connection with the services rendered in terms of these Conditions of Trade, which stipulation is hereby accepted by the Customer and which stipulation is deemed to have been accepted by its servants and/or agents of the Terminal Operator, by their carrying out the services provided for in these Conditions of Trade."~~

~~"8.3.4 The Terminal Operator undertakes that no claim will be made by it against any servant or agent of the Customer in connection with the services rendered in terms of these Conditions of Trade."~~

~~"8.3.5 That undertaking is also hereby given by the Terminal Operator to each and every servant and agent of the Customer and is hereby accepted by the Customer acting on their behalf as their agent."~~

~~"8.3.6 The Customer hereby stipulates in favour of each and every one of its servants and agents that the Terminal Operator has no right of action whatsoever against any such servant or agent in connection with the services rendered in terms of these Conditions of Trade, which stipulation is hereby accepted by the Terminal Operator and which stipulation is deemed to have been accepted by the servants and or agents of the Customer by their carrying out the~~

services provided for in these Conditions of Trade."

Ad clause 9: Damages to Containers and the Reporting and Recording of Incidents

10. Pages 12/13/14 by amending clauses 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6, 9.1.7, 9.2.3, 9.3.1 and 9.3.2 to add the following underlined insertions:

"The Customer undertakes, and will procure and ensure that its duly authorised servants, agents, contractors and representatives undertake that:

"9.1.1 Every container that is delivered to the Terminal Operator, or received by the Terminal must be in such a condition ie free of damage and/or defects) so as not to render the container unsafe for handling and/or transportation;"

"9.1.2 Any damage/defect to any container will forthwith be reported to a Terminal Operator's Operations Supervisor that is on shift at the time that the container is to be handled by the Terminal Operator at the Terminal, before such container enters or is taken charge of by the Terminal Operator, or delivered to the Customer (or its agent. Transporter or carrier) or leaves the premises of the Terminal, and if damage is not reported as intended in this Clause 9.1.2, no liability for such defect or damage can or will be attributed to the Terminal Operator. Removal of an allegedly damaged container from the Terminal premises, either via truck or vessel, will be deemed to constitute delivery of the container and its cargo as described in the Bill of Lading;"

"9.1.3 Any damage to any vessel will forthwith be reported to the Terminal Operator's Operations Supervisor that is on shift at the time the damage is discovered in accordance with the relevant reporting form, and the vessel Master shall be responsible to report such damage prior to the vessel leaving the port, failing which the Terminal Operator shall not be held liable under any circumstances for such damage once the vessel leaves without reporting the alleged / said damage."

"9.1.4 It is the vessel Master's responsibility to ensure that all containers are correctly and safely lashed and stowed within at least 2 hours of operation completion and in the event that the lashing and/or stowage has not been safely or properly completed must be reported to the

Terminal Operator's Operations Supervisor or other senior representative on the relevant shift and not on any other shift (as same could not be verified), prior to the vessel departing the Terminal. Failing which the Terminal Operator shall not be held liable under any circumstances for any occurrence thereafter."

"9.1.5 Where a container which has been imported is found to be damaged upon delivery, such container will not be removed from the premises of the Terminal, unless the CTO has been signed and endorsed or in the event of the container being released electronically by the Customer, the damages having been confirmed by a Terminal Claims Examiner, certifying that the container was delivered to the Customer, its duly authorised servant, agent contractor or representative in a damaged condition. The Terminal Operator shall remain indemnified at all times in respect hereof by the Customer;"

"9.1.6 Unless the Customer alleges, notifies the Terminal Operator thereof and can prove of patent damage to a container on receipt thereof into its custody, it is deemed to have been received in good order and condition and the onus rests with the Customer to prove the contrary;"

"9.1.7 Unless the Terminal Operator is advised/ notified of patent damage to a container on delivery thereof from the Terminal Operator to the Customer or its agent and prior to it leaving the Terminal, it is deemed to have been received by the Customer or its agent in good order and condition."

"9.2.3 In the event that a Customer makes a request to discharge a container at the Terminal Operator's Terminal within a port for which it was not destined and the Terminal Operator accedes to same, the Customer shall be liable for the full storage charges and/or all other costs associated with the handling of such containers at the Terminal Operator's Terminal."

9.3 Reporting and Recording of Incidents

The Customer will ensure, and undertakes to procure and ensure that its duly authorised servants and representatives will ensure that it or they:

"9.3.1 Immediately, and before the Customer and/or its duly authorised servants, agents and contractors, ~~with or without a motor vehicle~~ leave or exit the Container Terminal, report to the Terminal Operator's Terminal Operations Supervisor on shift and not thereafter any incident at

the Container Terminal giving rise to the death of or injury to any person, or loss of or damage to property of any nature;"

"9.3.2 Do not leave the premises of the Container Terminal unless and until a "Container Inspection Report" (CIR) or any other form of Damages Report has been properly completed and signed by the Customer or its duly authorized servant or contractor (as the case may be) as well as a Terminal Operations Supervisor on the shift on which the loss, injury or damage occurred; and"

Ad clause 9.4: Claims

11. Page 15 clause 9.4.1 by adding the following new clause 9.4.1:

"9.4.1 Subject to clause 9.3 above, the Customer must notify the Terminal Operator of any claim arising from any incident which is required to be reported in accordance with clause 9.3, within 21 days of the incident occurring, failing which no liability will attach to the Terminal Operator, especially if the incident is of such a serious nature to allow the Terminal Operator to properly investigate the matter."

12. Page 15 clause 9.4.3 by amending this clause to include the following underlined insertions and deleting the strikethrough provision as follows:

"9.4.3 In the case of damage to a vessel or alleged wrong stowage, the Customer or vessel Master must submit notice thereof immediately of such damage or bad stowage, prior to the vessel leaving the port, to the Terminal Operator Operations Supervisor on shift and the Terminal Operator Operations Supervisor must be afforded an opportunity to inspect such damage or bad stowage, failing which, no liability will attach to the Terminal Operator. Only Customer damage reports that are stamped and signed by the Terminal Operator's Supervisor on the shift on which the incident took place will be regarded as valid by the Terminal Operator and investigated as an incident.~~In the case of damage to a vessel, the Customer must submit notice of such damage to the Terminal Operator prior to the sailing of the vessel and the Terminal Operator must be afforded an opportunity to inspect such damage, failing which, no liability will attach to the Terminal Operator;~~"

13. Page 15 clause 9.4.4 by adding the following new clause 9.4.4:

"9.4.4 A signature obtained by a Terminal Operator Supervisor on the shift after the incident took place shall not be regarded as binding upon the Terminal Operator as the damage could not be substantiated and any such claim arising will be automatically repudiated as no liability will attach to the Terminal Operator in respect thereof."

14. Page 15 clause 9.4.5 by amending this clause to include the following underlined insertions and deleting the strikethrough provision as follows:

"9.4.5 All claims are subject to the mitigation rule and Terminal Operator's liability in respect of total damage to containers will be limited to its depreciated book/market value~~the Depreciated Retail Value (DRV)~~ based on reasonable costs according to South African Standards of containers which requires that a claimant must take reasonable steps to mitigate its losses such as salvaging any damaged cargo or container to reduce the claim made against the Terminal Operator where the Container and/or Cargo is declared a write-off market value of the Container and/or Cargo will be applied to the deduction for salvage."

15. Page 16 clause 9.4.6 by amending this clause to include the following underlined insertions:

"9.4.6 All claims in respect of incidents that are not covered by any of the Terminal Operator's insurance portfolio will have to be investigated and be deliberated and decided by the Terminal Claims Committee, which meets monthly. In the event of the Customer not accepting any decision of the Terminal Claims Committee the Customer has the option to elevate the claim to the Appeals Claims Committee."

Ad Clause 10: Indirect or Consequential Damages

16. Page 16 by amending this clause to include the following underlined insertions:

"10. Neither Party shall be liable for any consequential damages suffered by the other for any reason whatsoever. For purposes of these Conditions of Trade, consequential damages shall mean indirect damages or loss or special damages (whether within the contemplation of the Parties at the time of entering into the contract or not) resulting from the act or omission, which terms shall include, without limitation, any loss of profit, demurrage or any damages or loss incurred relating to such delay, loss of business or trade, loss of production, loss of use, loss of contract, loss of opportunity or wasted overheads (which will include but not necessarily be limited to

packing and repacking, cargo dues, storage charges, documentation costs, sea freight charges, insurance costs) or loss of business reputation or business opportunities suffered by the other."

Ad Clause 11: Force Majeure Events

17. Page 17 clause 11.2.7 and 11.2.9 by including the following underlined insertions:

"11.2.7 Epidemic, pandemic, plague or quarantine;"

"11.2.9 Strikes, lockouts or other industrial action; or"

Ad clause 12: Insurance

18. Page 18 clause 12.1 by amending this clause to include the following underlined insertions and deleting the strikethrough provision as follows:

"12.1 The Customer must take out and maintain with insurers of international standing, including, All Risk Asset insurance, Protection & Indemnity Clubs, all such third party liability insurance and any other insurance against such risks and for such sums as would normally be taken out by a prudent vessel operator and in any event to a level of cover not less than US\$ 5 000 000.00 (five million United States Dollars) in respect of any one incident or series of incidents from the same cause, including, without derogating from the generality of the foregoing, insurance to cover all claims by ~~the Terminal Operator~~ the Customer in terms of these Conditions of Trade. Customers shall be required to furnish such insurance policy upon the written request of the Terminal Operator."

Ad clause 14: Dispute Resolution

19. Page 20 by adding a new clause 14.4.5 as follows:

"14.4.5 The Party electing such arbitration shall be liable for the costs thereof which shall include the venue and the arbitrator unless the Parties mutually agree in writing to arbitration in which case the Parties shall be liable in equal shares for the costs of the arbitration venue and of the arbitrator."

Ad clause 22: Miscellaneous Legal Provisions

20. Page 25 by adding the following new clause 22.4:

"22.4 This agreement constitutes the entire agreement between the Terminal Operator, its Customer, Customers agents, affiliates, contractors or third party acting on behalf of the Customer. No amendment, consensual cancellation, or other modification of this agreement shall be valid or binding on a party hereto unless it is expressly recorded in writing signed on behalf of the parties hereto or by their duly authorised representatives (which authorisation shall be demonstrated by written records)."

Ad COT Appendix "A" - Notices

21. Pages 26 by amending Appendix "A" to include the following underlined insertion:

"By signing this Appendix "A", I, the undersigned, being the duly authorised representative of the Customer, acknowledge for and behalf of the Customer that in addition to any commercial agreement/s concluded with the Terminal Operator, I confirm that we have received, read and understood the contents of the following documents and have ensured that our agents, official representatives and transporters have been made to be bound by same:

- *Conditions of Trade;*
- *Standard Terms and Conditions for All Visitors to Transnet Port Terminals' Container Terminals;*
- *Terminal Operator's Tariff Book; and*
- *Standard Operating Procedures for Container Terminals."*

Ad Annexure: Particulars of Licensee/Container Road Haulage Vehicles

22. Page 28 by inserting a new annexure to the COT as follows:

PARTICULARS

OF
LICENSEE/ CONTAINER ROAD HAULAGE VEHICLE(S)

LICENSEE:

REGISTERED NAME OF COMPANY:

COMPANY REGISTRATION NUMBER OR VAT NUMBER:

TRADING NAME:

POSTAL ADDRESS:

Ad COT Appendix "B"

STANDARD TERMS AND CONDITIONS FOR ALL VISITORS (AS DEFINED) TO TRANSNET PORT TERMINALS' CONTAINER TERMINALS. TRANSNET PORT TERMINALS, AN OPERATING DIVISION OF TRANSNET SOC LTD (REGISTRATION NUMBER: 1990/000900/30

Ad clause 2: Definitions and Interpretation

23. Page 30 by amending the definition of "Visitor" to include the following underlined insertions:

"Visitor" any Customer, its duly authorised servant, invitee, affiliate, agent or contractor, the driver, his assistant or crew and/or any passenger on an AMV or CRHV, any person representing a Customer or deemed to represent a Customer, vessels' contractors, stevedores, terminal sub-contractors, vessels' crew, carrier and any persons who are authorised to enter or be in or at the Terminal, each of whom must have prominently displayed on his/her person an Identification Card issued by the Customer, and which must contain the information stipulated in 5.4 below;"

Ad clause 3: Access to and from the Terminal

24. Page 34 clause 3.5 by amending this clause to add the words underlined as follows:

"3.5 All Visitors entering any terminal shall be taken to indemnify the Terminal Operator in respect of any loss, damage or injury suffered or howsoever arising while coming into, while in, or on exiting the terminal and in addition shall be required to sign an indemnity in a format determined by the Terminal Operator."

25. Page 35 clause 3.11 by amending this clause to add the words underlined as follows:

"3.11. No AMV or CRHV shall be permitted access into the Terminal unless the roof of the cab of the AMV or CRHV displays the BAT number provided by the Terminal, which is required in respect of operations conducted by the equipment. The BAT number on the cab roof must be permanent i.e. stencilled in indelible paint and must not be temporary i.e. written on paper, transfer affixed by masking and/or duct tape. The precise information and dimensions thereof are as prescribed by the Terminal and as agreed to between the Parties and failing agreement,

as may be stipulated by the Terminal Operator in its sole discretion. Failing which the AMV or CRHV shall be denied access to the terminal.

26. Page 35 by adding the following new clauses 3.14, 3.15 and 3.16:

"3.14. No AMV or CRHV shall be permitted access into the Terminal unless the AMV or CRHV displays a clearly visible licence plate. Any licence plate that has been attached to the vehicle bumper by means of cable ties and/or string/rope as a temporary measure will be prohibited from coming into the Terminal."

"3.15. No Customer, its servants, agents or contractors or Visitor will be permitted to engage the Pre-gate Help Desk to request a pre-gate ticket before the AMV or CRHV has arrived at Terminal pre gate. Should a Customer, its servants, agents or contractors or Visitor be found to have attempted to access the Terminal in this manner will have all their trucks prohibited from accessing the Terminal."

"3.16. Similarly, no Customer, its servants, agents or contractors or Visitor is permitted to obtain an 'Express' pre-gate ticket from the Pre-gate Help Desk unless they have pre-arranged and have an 'appointment number'. Any Customer, its servants, agents or contractors or Visitor is found to have obtained an 'Express' pre-gate ticket, inappropriately will have all their trucks prohibited from accessing the Terminal."

Ad clause 5: Compliance with ISPS Code

27. Page 35 clauses 5.2 and 5.3 by amending these clauses to include the following underlined insertions:

"5.2 The cab of each AMV or CRHV is fitted or marked with identification particulars which are prominently and conspicuously displayed on such AMV or CRHV, clearly indicating the name, current physical address and telephone number of the Customer which must not be displayed as a temporary measure i.e. written on paper, transfer affixed by masking and/or duct tape The precise information and dimensions thereof are as prescribed by the Terminal and as agreed to between the Parties and failing agreement, as may be stipulated by the Terminal Operator in its sole discretion. Failing which the AMV or CRHV shall be denied access to the terminal."

"5.3 Whenever an AMV or CRHV licence disc is renewed in accordance with the requirements of the National Road Traffic Act (No. 93 of 1996), a certified copy of such renewed disc must be submitted to the relevant Terminal for the purposes of enabling it to update information on the NAVIS system. It is the responsibility of the Customer to ensure that all AMV or CRHV licence discs have been submitted to the Terminal and the Terminal accepts no responsibility for any loss or damage which eventuates as a result of a failure on the part of the Customer to ensure compliance with this Clause 5. No AMV or CRHV will be permitted into the terminal without a valid licence disc displayed clearly on its windscreen."

28. Page 36 by adding a new clause 5.6 as follows:

"5.6 Failure to comply with any of the ISPS code will result in the Terminal prohibiting entry of the AMV or CRHV and the driver from accessing the Terminal."

Ad clause 6: Security

29. Page 36 clause 6.5 by amending this clause to include the underlined insertions and by deleting the strikethrough provision as follows:

"6.5 All RFID (Radio Frequency Identification) cards not used within 30 days shall be deemed to be invalid and will be deactivated by the Terminal Operator. The Terminal Operator shall not be obligated to inform or advise the Customer of such deactivation so as to ensure safety and security of the terminal ~~will advise the customer at least 30 days prior to the deactivation of the issued RFID cards.~~"

30. Page 36 by adding new clauses 6.6 and 6.7 as follows:

"6.6. A RFID card issued to a Customer's specific truck cannot be used for any other truck."

"6.7. Where a Customer uses sub-contractor trucks instead of their trucks, details of every single truck must be disclosed to the Terminal Operator with the following details - sub-contractor company name, company registration number, truck registration number and vin number, license number, license expiry date, make and model of truck, road worthy certificate. For the sub-contractor driver clause 5.4 must be applied."

31. Page 36 clauses 6.8, 6.9 and 6.10 by amending these clauses to include the following underlined insertions:

"6.8. The Customer or its appointed agent shall be responsible for the security and safe handling of the RFID cards issued to them by the Terminal Operator. The Customer shall at all times be responsible for the fraudulent use of such cards and no liability shall accrue to the Terminal Operator for any loss, theft, or damage sustained by the Customer, its agents, affiliates or cargo owners in the event that the Customer failed to fulfil its obligation in this regard."

"6.9. If the issued RFID cards to the Customer have been lost or misplaced or stolen, the Customer, its agent or its appointed transporter shall notify the Terminal Operator in writing, within 12 hours of becoming aware thereof, to the relevant central email address provided to the Customer by the relevant Terminal Operator representative, and the Terminal Operator will deactivate the card, failing which shall be regarded as a material breach of these Conditions of Trade."

"6.10. Should the CRHV to which an RFID card is issued, experience a mechanical breakdown which will result in the vehicle not being used for more than 5 (five) days, the Customer, its agent or transporter must inform the Terminal Operator of such and the Terminal Operator will deactivate the card until advised by the Customer that the CRHV has been repaired."

Ad clause 11.4: Gate Automation Export Delivery Process

32. Page 40 by adding a new clause 11.4.1.8 as follows:

"11.4.1.8. The Terminal help desk will not be authorised to override the Terminal Operating System until the Operator clears same with the security manager on duty and has satisfied themselves as to the validity and authenticity of the truck dropping off an export container or picking up an import container. In the event of a mismatch Terminal Security will be advised and the matter investigated before the truck is allowed to leave the Terminal. Should the Customer's truck be deemed a threat to the Terminal the incident will be reported to SAPS) by Terminal Security for further investigation and the truck may be impounded until such time that SAPS arrives at the terminal."

Ad clause 11.5: Gate Automation Import Collection Process

33. Page 40 by adding a new clause 11.5.1.5 as follows:

"11.5.1.5 The Terminal help desk will not be authorised to override the Terminal Operating System until the Operator clears same with the security manager on duty and has satisfied themselves as to the validity and authenticity of the truck collecting an import container. In the event of a mismatch Terminal Security will be advised and the matter investigated before the truck is allowed to leave the Terminal. Should the Customer's truck be deemed a threat to the Terminal the incident will be reported to SAP) and the truck may be impounded by Terminal Security for further investigation."

Ad clause 12: Container Terminal Orders 'CTO'

34. Page 41 by adding a new clause 12.6 as follows:

"12.6 No hand written document will be accepted and any Customer, its servants, agents or contractors who written document will not be allowed access to the Terminal. Terminal Security will be advised and the matter investigated before the truck is allowed to leave the Terminal present a hand."

Ad clause 16: Container Prefix, Container Number And Container Mass

35. Page 43 by adding a new clause 16.3 as follows:

"16.3 The Terminal Operator will not handle any overgaged container without the proper instructions being indicated on the CTO and will hold no liability for any damage to an overgaged container or the contents thereof where the appropriate mass and handling instructions based on such mass is not accurately declared on the CTO by the Customer, its agents or contractors."

Ad clause 17: Container Seal

36. Page 44 clauses 17.1.7 and 17.1.8 by amending these clauses to include the following underlined insertions:

"17.1.7 Where the particulars of a seal on a container which is being imported do not correspond to the particulars of the seal contained in the CTO / Pre-Advice / import release, such container must be moved to a pre-determined inspection area, jointly inspected in the presence of Customer representative and 2 (two) representatives of the Terminal Operator one of whom is the Operations Supervisor on the shift on which the discovery of the compromise in the particulars of the seal takes place. The container is to be re-sealed by the Customer representative and the CTO must be endorsed with the particulars of the new seal before the container is removed from the premises of the Terminal. In addition, an investigation report is to be completed out by a TPT claims officer and signed by the Customer representative before the container is removed from the premises of the Terminal;

"17.8.1 No seal is to be removed or otherwise breached or attached to a container by the Customer and/or by any Visitor, whilst such container is in the possession of the Customer, its agent or Visitor or under its control, on the premises of the Terminal without a proper investigation report being completed and signed as indicated in clause 17.1.7."

37. Page 44 be adding a new clause 17.2 as follows:

"17.2. The Terminal Operator is not liable and cannot under any circumstances be held liable for any failure by the Customer, its agents, or contractors in respect of any of events listed in paragraph 17.1 above."

Ad clause 18: IMDG (Dangerous) Substances

38. Page 44 by adding a new clause 18.7 as follows:

"18.7 A breach of any of these provisions by the Customer shall be regarded as a material breach of these Conditions and the Customer shall be liable to the Terminal Operator in respect of any loss or damage suffered by the Terminal in respect of non-compliance herewith."

Ad clause 19: Reefer Containers

39. Page 45 by adding a new clause 19.3 as follows:

"19.3 The Terminal Operator shall not be liable for ensuring the reefer container has been set to correct temperature and the Customer undertakes to indemnify and keep the Terminal Operator indemnified in respect thereof."

Ad clause 20: Damage to Containers

40. Page 45 by adding a new clause 20.1.4 as follows:

"20.1.4 Where a container which is being exported is found to be damaged upon delivery, such container will not be accepted into the premises of the Terminal, unless written notification from the Customer or its agent has been received in writing. In the absence of such notification, once the vessels sails and no damages had been reported to the Terminal Operator before sailing, the Terminal Operator will not be liable for any damages subsequently reported to the container or cargo, and the container and its cargo will be deemed to have been in good order and in sound condition."

Ad clause 23: Reporting and Recording of Incidents

41. Page 46 by adding a new clause 23.1.1 as follows:

"23.1.1 The Customer has placed the Terminal Operator on notice for the loss or damage, subject at all times to the limitations contained in these Conditions as well as time limits contained herein, and submitted a valid priced claim/s in respect of losses or damage allegedly suffered by the Customer, together with full supporting documentation to the relevant Container Terminal either by way of pre-paid registered post or electronic mail, in accordance with the time periods set out in section 9 of these Conditions of Trade."

42. Page 46 clause 23.2.2 by amending this clause to include the following underlined insertions:

"23.2.2 Does not leave the premises of the Terminal unless and until a "Container Inspection Report" has been properly completed and signed by the Customer or its duly authorised employees or contractor (as the case may be) as well as a Terminal Operations Supervisor on the shift on which the incident took place in order to verify the accurate details of such incident. No

Container Inspection Report will be considered to validly signed by the Terminal Operator by a Supervisor or official on a different shift and the Terminal Operator will remain indemnified in respect of any loss or damage arising out of such incident and its rights strictly reserved in respect thereof."

STANDARD OPERATING PROCEDURES FOR CONTAINER TERMINALS (SOPCT)

No changes were effected to the SOPCT for the 2020/21 Financial Year.

Concluding Remarks

A copy of the SOPCT and COT are attached for your convenience. Alternatively, these are available on the TPT website (<http://www.transnet-tpt.net/Customer/Pages/Library.aspx#Terms>).

Kind regards



Mr Siyabulela Mhlaluka
General Manager: Sales and
New Business Development
Transnet Port Terminals
Date: 19-05-20