



Dear Valued Customer

AMENDMENTS TO TPT'S STANDARD TRADING TERMS AND CONDITIONS AND STANDARD TERMS AND CONDITIONS FOR VISITORS EFFECTIVE 1 APRIL 2020

It has been a privilege 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 Standard Trading Terms and Conditions of the Roro, Break-Bulk, Agricultural, Bulk, Ro-Ro Automotive and Inland Terminals (STCs) and Standard Terms and Conditions for All Visitors to TPTs Ro-Ro, Break-Bulk and Agricultural, Bulk, Ro-Ro Automotive Terminals and Inland Terminals (STCs for Visitors) 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 that 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 given to the following:

TPT'S STANDARD TRADING TERMS AND CONDITIONS OF THE RORO, BREAK-BULK, AGRICULTURAL, BULK, RO-RO AUTOMOTIVE AND INLAND TERMINALS

Ad Clause 4: Terms and Application of Standard Terms and Conditions

1. Page 4 clause 4.4 by amending this clause to include the following underlined insertions:

"4.4. All shipping lines, their agents, intermediaries, carriers, other contracting parties or other third party affiliates are bound by these Standard Trading Terms and Conditions and all shipping lines', agents, intermediaries and or other contracting/affiliated parties shall be taken to be bound by these Standard Trading Terms and Conditions and the shipping line is obliged to make all their agents, intermediaries, carriers, other contracting parties or other third party affiliates aware of these Standard Trading Terms and Conditions."

Ad clause 7: IMDG Goods

2. Page 5 by adding new clauses 6.5 and 6.6 as follows:

"6.5 The Customer will be liable to TPT for all and any damage to property and injury to any person in the event the IMDG dangerous cargo 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."

"6.6 It is to be noted that TPT does not support the storage of hazardous cargo in its Terminal/s. It is therefore incumbent upon the Customer to ensure that hazardous cargo be evacuated from the Terminal as soon as possible and in accordance with the dwell time directives issued by TPT or the National Ports Authority. In the event no transportation instruction is received from the Customer the IMDG dangerous cargo will not be off-loaded from the vessel and TPT will under no circumstances be held liable for the costs of the IMDG dangerous cargo not being off-loaded."

Ad clause 8.2.2: Limitation of Liability

3. Page 6 clause 8.1 by adding following underlined insertions and deleting the strikethrough provision:

"8.1 Notwithstanding anything to the contrary contained in these Standard Trading Terms and Conditions and without prejudice to any other limitation permitted by law and subject to Clause 8.2 below, the liability of TPT arising out of or in connection with the terms and/or the subject matter of these Standard Trading Terms and Conditions and/or in respect of any claim for loss or damages arising out of the handling and/or storage of the Cargo is limited to ~~one million United States Dollars (US\$1,000,000.00)~~ ZAR5,000,000.00 (five million South African Rand) in respect of any one incident or series of incidents arising from the same cause regardless of how such claim arises and damage is caused and irrespective of whether by the negligence, gross negligence, reckless or wilful acts or omissions on the part of TPT or its representatives, This limitation also specifically includes all claims for damage to vessels, cranes and any other property which does not belong to TPT."

4. Page 6 clause 8.2 by adding following underlined insertions:

"8.2 Notwithstanding anything to the contrary stated elsewhere in these Standard Trading Terms and Conditions, TPT 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 TPT, 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 8.1."

5. Page 6 clause 8.3 by adding following underlined insertions and deleting the strikethrough provision:

"8.3 In respect of all claims for Cargo carried in containers, the Customer cannot make any claim against TPT for an amount less than ~~ZAR 12,200.00 (twelve thousand two hundred South African Rand)~~ ZAR 15,001.00 (fifteen thousand and one South African Rand), except for damage to the container itself, in which case the Customer cannot make any claim against TPT for an amount less than ~~ZAR 6,100.00 (six thousand one hundred South African Rand)~~ ZAR 6,500.00 (six thousand five hundred South African Rand). Where a claim exceeds the applicable Rand amounts

set out in this clause 8.3 (referred to as "the minimum container threshold"), TPT shall not be liable for any amount which falls below the minimum container claim threshold. Claims for the loss of or damage to reefer container/s (refrigerated) power cables are specifically excluded from the application of the provisions of this clause 8.3, and for the avoidance of any doubt TPT shall not be liable for either the theft of or damage to reefer container power cables."

6. Page 7 clause 8.5 by deleting this clause in its entirety:

~~*"8.5—Where a claim is brought against the TPT 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 8.1 and 8.2 is reduced by an amount which TPT is obliged to pay the third party pursuant to a judgment or award."*~~

Ad clause 8.7: The Customer Indemnities

7. Page 7 by adding the following new clauses 8.7, 8.7.1 and 8.7.2 as follows:

"8.7. The Customer Indemnities

"8.7.1 The Customer hereby indemnifies and keep TPT indemnified in respect of any loss or damage incurred by TPT as a consequence of any breach of these Standard Trading Terms and Conditions by the Customer or any act or omission of the Customer, its servants, agents or contractors constituting negligence, gross negligence or wilful misconduct."

"8.7.2 The Customer must incorporate in its bills of lading or other contracts of carriage to be issued in respect of cargo carried on any of the Customer's vessels a clause providing that TPT, its stevedores, servants, agents and contractors have the benefit of the provisions of the bill of lading or other contract of carriage, and of any limitation of liability provided for therein. TPT on its own behalf and on behalf of its stevedores, servants, agents and contractors hereby accepts such benefit. The incorporation in such bills of lading of a clause as intended in this Clause 8.3.3 must not be construed as in any way derogating from the provisions of and limitations contained in Clause 8.2.2 above nor will it in any way prejudice TPT in asserting the limitations provided for in Clauses 8.1, 8.2, 8.3 and 8.4 above."

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

8. Pages 8/9 by amending clauses 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6, 9.1.7 and 9.2.3 to add the following underlined insertions and deleting the strikethrough provisions:

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

"9.1.1 all Cargo delivered to TPT, or received by TPT must be in such a condition that is free of damage and/or defects) so as not to ~~must be free of damage, packaged appropriately for the type of Cargo or defects of a nature which could~~ render the container unsafe for handling and/or transportation;"

"9.1.2 any damage/~~defect~~ to any Cargo will forthwith be reported to a TPT's Operations Supervisor that is on shift at the time that the container is to be handled by TPT, before such Cargo enters or is taken charge of by TPT, 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 TPT. 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 TPT'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 TPT 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 TPT'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 TPT shall not be held liable under any circumstances for any occurrence thereafter."

"9.1.5 where Cargo which has been imported is found to be damaged upon delivery, such Cargo will not be removed from the premises of the Terminal, unless the landing and shipping order has been signed and endorsed or the Electronic Data Interchange (EDI) electronic release has been confirmed by a TPT's Claims Examiner, certifying that the Cargo was delivered to the Customer or its duly authorised representative in a damaged condition. TPT shall remain indemnified at all times in respect hereof by the Customer;"

"9.1.6 unless the Customer alleges, notifies TPT thereof and can prove of patent damage to a Cargo 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 TPT is advised and/or notified of patent damage to a container on delivery thereof from TPT 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 TPT's Terminal within a port for which it was not destined is allowed to discharge Cargo at a Port for which it was not destined and TPT 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 TPT'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 Representative, agents and contractors, whether by motor vehicle or otherwise leave or exit the Terminal, report to TPT's Operations Supervisor on shift and not thereafter any incident at the 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 Terminal unless and until the relevant notice of damage report has been properly completed and signed by the Customer or its duly authorised representative as well as by TPT's Operations Supervisor on the shift on which the loss, injury or damage occurred;"

Ad clause 9.4: Claims

9. Page 10 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 TPT 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 TPT, especially if the incident is of such a serious nature to allow TPT to properly investigate the matter."

10. Page 10 clause 9.4.3 by amending this clause to include the following underlined insertions and deleting the strikethrough provision in its entirety 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 TPT's Operations Supervisor on shift and TPT's Operations Supervisor must be afforded an opportunity to inspect such damage or bad stowage, failing which, no liability will attach to TPT. Only Customer damage reports that are stamped and signed by TPT's Operations Supervisor on the shift on which the incident took place will be regarded as valid by TPT and investigated as an incident. ~~In the case of damage to a vessel, the Customer must submit notice of such damage to the TPT prior to the sailing of the vessel and TPT must be afforded an opportunity to inspect such damage, failing which, no liability will attach to TPT;~~"

11. Page 11 clause 9.4.4 by adding the following new clause 9.4.4:

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

12. Page 11 clause 9.4.5 by amending this clause to include the following underlined insertions:

"9.4.5 All claims are subject to the mitigation rule and TPT'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 TPT 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."

13. Page 11 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 TPT'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

14. Page 11 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 Standard Trading Terms and Conditions, 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

15. Page 12 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

16. Page 18 clause 12.1 by adding new clauses 12.2 and 12.2 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 Customer in terms of these Standard Trading Terms and Conditions. Customers shall be required to furnish such insurance policy upon the written request of TPT."

"12.2 The Customer must provide proof to TPT of such insurance when requested to do so."

Ad clause 14: Dispute Resolution

17. Page 17 by adding a new clause 19.5 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

18. Page 18 clause 24.4 by amending this clause:

"24.4 Where the Parties have entered into a separate written commercial agreement, then unless indicated otherwise in such agreement, the terms of that agreement shall supersede the terms of these Standard Trading Terms and Conditions in respect of matters which are dealt with

therein in the event of conflict between the two documents. In respect of all other matters, which are not specifically dealt with in such separate commercial agreement, then the terms of these Standard Trading Terms and Conditions shall take precedence and shall be taken to supplement the terms of that commercial agreement.

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

19. Page 2 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 5.3 below;"

Ad clause 3: Access to and from the Terminal

20. Page 3 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 TPT 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 TPT."

21. Page 4 clause 3.10 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 TPT in its sole discretion. Failing which the AMV or CRHV shall be denied access to the terminal.

22. Page 4 by adding the following new clauses 3.17, 3.18 and 3.19:

"3.17. 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."

"3.18. 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."

"3.19. 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

23. Page 5 clauses 5.2 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 TPT in its sole discretion. Failing which the AMV or CRHV shall be denied access to the terminal."

24. Page 5 by adding a new clause 5.3 as follows:

"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; and"

25. Page 5 by adding a new clause 5.5 as follows:

"5.5 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 11: Container Terminal Orders or Shipping and Landing Orders

26. Page 7 clause 11.1 by amending this clause to include the following underline insertions:

"11.1 The Customer shall ensure that the name of the trucking company and the registration details of the truck that will be used and that is authorised to collect Containers or Cargo from the Terminal is clearly and conspicuously endorsed on each CTO or LSO used for the import of containers or cargo."

27. Page 7 by adding a new clause 11.5 as follows:

"11.5 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 12: IMDG (Dangerous) Substances

28. Page 8 by adding a new clause 12.7 as follows:

"12.7 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 TPT in respect of any loss or damage suffered by the Terminal in respect of non-compliance herewith."

Ad clause 14: Container Seal

29. Page 9 clauses 14.1.7 and 14.1.8 by amending these clauses to include the following underlined insertions:

"14.1.7. where the particulars of a seal on a Container which is being imported does not correspond to the particulars of the seal contained in the CTO, such Container must be moved to a pre-determined inspection area, jointly inspected in the presence of customer representative and two (2) of TPT's representatives, 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; Customs / SARS representative must also be present at the inspection. In addition, an investigation report is to be completed out by TPT claims officer and signed by the Customer representative before the container is removed from the premises of the Terminal;"

"14.1.8. 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 or its agents 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 14.1.7;"

30. Page 9 be adding a new clause 14.2 as follows:

"14.2. TPT 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 14.1 above."

Ad clause 15: Reefer Containers

31. Page 9 by adding a new clause 15.3 as follows:

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

Ad clause 16: Damage to Containers

32. Page 9 by adding a new clause 16.4 as follows:

"16.4 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 TPT before sailing, TPT 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 20: Personal Protective Equipment and Facilities

33. Page 11 clause 20.1 by amending this clause to include the following underlined insertions:

"The Customer and its servants, agents, sub-contractors or Visitors must ensure that they:

"20.1. wear high visibility garments and personal protective equipment (such as day-glow vests, safety boots, hard hats, safety harnesses, overalls and any other requisite safety gear) as may be agreed upon between the Terminal and the Customer (and failing agreement, as may be prescribed by the Terminal) at all times whilst on the premises of the Terminal, all of which shall be provided by the Customer at its own cost. Should the Customer, its servants, agents, sub-contractors or Visitor not wear the PPE stipulates in this clause 20.1 the Terminal reserves the right to restrict access to the Customer, its servants, agents, sub-contractors or Visitor;"

Ad clause 22: Reporting and Recording of Incidents

34. Page 12 by adding a new clause 22.1.1 as follows:

"22.1.1 The Customer has placed TPT on notice for the loss or damage, subject at all times to the limitations contained in these Standard Trading Terms and 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 Terminal either by way of pre-paid registered post or electronic mail, in accordance with the time periods set out in section 13 of these Standard Trading Terms and Conditions."

35. Page 12 clause 22.2.2 by amending this clause to include the following underlined insertions:

"22.2.2 complete a "Road Haulage Vehicle Notice of Damage Report" immediately after the incident. Under no circumstances, may the Visitor, AMV or the RHV leave the premises of the Terminal unless the "Road Haulage Vehicle Notice of Damage Report" has been properly completed and signed by the Customer or such Visitor, and a TPT Operations Supervisor on the shift on which the incident took place in order to verify the accurate details of such incident. No Road Haulage Vehicle Notice of Damage Report will be considered to validly signed by TPT by a Supervisor or official on a different shift and TPT will remain indemnified in respect of any loss or damage arising out of such incident and its rights strictly reserved in respect thereof;"

Concluding Remarks

A copy of the STCs and STCs for Visitors are attached for your convenience. Alternatively, these are available on the TPT website available at <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: 05/06/2020