

***SUBMISSION FOR ALLOCATION MECHANISM
GUIDELINES FOR THIRD PARTY ACCESS TO
PETROLEUM STORAGE FACILITIES***

Vopak Terminal Durban (Pty) Ltd
(Company Registration No: 1996 / 011237/07)

Operation of storage facilities at

- I. 105 Taiwan Road, 4052 island View, Bluff, Durban
License Number: PPL.sf.F3/81/1/2006
- II. 179 Wharfside Road, 4052 Island View, Bluff, Durban
License Number: PPL.sf.F3/81/2/2006

SUBMISSION DATE: April 2010

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1. TARIFF SCHEDULE

Vopak Terminal Durban (Pty) has 130 000 cubic metres (m³) of bulk liquid storage capacity, of which 18 091m³ are used for the storage of petroleum products.

The average tariff charged is: **R87.32 per cubic metre (excl. VAT)**

Product turnaround throughputs have an impact on the rate. Depending on the customer choice the mode of product loading is not included in the rate per cube.

2. CONTRACTUAL TERMS AND CONDITIONS FOR USE

Please see the attachment "Standard Service Agreement" for the details applicable to existing and potential customers.

Scheduling and planning.

1. A two week notice period is required from Customers prior to shipments arriving on vessels for operational preparation purposes.
2. A one week notice period is required before a shipment is received via pipeline transfer for operational preparation purposes.
3. Road loading orders are sent to the Vopak Customer Service Reps two days in advance by the Customer.
4. For all operations required to be done in overtime, a written notification is required. This notification must be received by the Customer Service Rep before 15h00 daily, Monday to Friday.
5. All orders are captured on the Vopak PEPI and UV Term systems by CSR.
6. All shipping orders are updated on the shipping planner for the Operations department to prepare.
7. CSR advises the Customer to order tubes and make them available 2 days prior to shipment being received. The tubes are used for cleaning of the lines after receipt of the shipment.

Volume to be stored

Total current volume tank shell capacity available for petroleum products is 18,091m³.

If the product is imported by ship the quantity on board of the vessel is compared with the measurement of our tank level (manual or using SAAB tank gauging).

Transfer of product out of the tank is done via backloading to a ship, a pipeline transfer or by truck loading. In case of a pipeline transfer our quantity is compared with the quantity determined by the receiving party. For truck loading we use a flow meter and a weighbridge.

The customer always has the right to appoint an independent surveyor to check and determine with us the quantity and quality of the product. General acceptable variance is 0.5% of a transferred quantity.

We do not work with an unpumpable quantity in our tanks or a dead stock. Unpumpable stock is common in petroleum storage but our tanks are built and designed for chemicals.

Quality Control

The Customer appoints approved independent Surveyors to perform quality checks. The sample and quality tests are specified by the Customer to the Surveyor. All product received must have a 24 hour valid product release from Customer's independent Surveyor. A Vopak operator accompanies the Surveyors to witness sampling. Transporters loading out of Vopak tanks must produce a 24 hour valid tanker cleanliness certificate issued by Customer's Surveyor laboratory.

See also our "Site Operating Instructions".

Custody of Petroleum

1. Dedicated CS Reps are allocated to manage the Petroleum Customers daily requirements and communication.
2. All orders are received from Customer on a formal written instruction with the following details:
 - a. Order number
 - b. Quantity to be loaded
 - c. Product name
 - d. Special instructions
 - e. Collection date
 - f. Transporter details
 - g. Contact and designation of Sender

The Transporter has to produce a matching work instruction as above for each order from the Customer before the release of product by Vopak.

3. All product risks are carried by the Customer unless it is proven that Vopak is responsible for loss or contamination. A claim is submitted to the relevant department for investigation and assessment.
4. All waste products are drummed off and the Customer is required to have them removed off the site within 30 days.

3. CONTRACTUAL TERMS AND CONDITIONS FOR PAYMENT

Please refer to the attachment "Standard Contract".

4. TECHNICAL REQUIREMENTS FOR ACCESS TO THE STORAGE FACILITY

Product Movements: Delivery of products

The main modes of receipt of petroleum products into Vopak tanks are by ship and pipeline transfer from neighboring oil companies.

The receipt of product from ships to the shore tanks is performed using Vopak pipe lines which connect from the jetties to the shore tanks. Vopak has the capability to connect directly to a vessel or link to oil industry lines for receipt of product from vessels depending on the berth allocation for the vessel. Vessels may be handled on the following jetties 1; 2 and 4 using own lines and on berths 6; 7 and 8 by connecting to industry lines within Island View Complex.

In case of receipt of products from neighboring companies, Vopak can make direct links to oil industry pipe lines via the pipe lines on the jetties or direct connections to existing pipe lines on site.

The planning for the receipt of product from a vessel or product transfers from neighboring Oil Company is initiated by a notification from the customer. In case of vessels, notification is required two prior to vessel arrival and for transfers a week notice is accepted. The availability of the jetty and the berthing of the vessel are coordinated by the vessel agent with the Port Berth Planning Authority.

The process of receipt of product from the vessel or neighboring companies is controlled by Vopak standard operating procedures which covers safety requirements as per ISGGOT and the

OSH act – (see attachments VTD-OPS-SHIP-10004 / KP 004). All product movements is executed by trained Vopak personnel.

Product Movements: Collection of products

The current main mode for collection of Petroleum products is by road transport. The process of loading road transport is controlled by Vopak standard operating procedure which also covers the safety and regulatory requirements as per the Road traffic act and OSH Act. (See attachment VTD-OPS-ROAD-10002 / KP010F4).

The flow of traffic into the terminal is controlled and scheduled where customers are advised to request dispatches a day in advance and collection dates and times for these orders may be scheduled with the transporters.

The loading process is performed by trained Vopak personnel with the assistance of the driver. All drivers and vehicles are subject to inspection and conformance to the road traffic act requirements prior to loading of vehicles.

The equipment installed for the loading of petroleum products is dedicated for the product and maintained as per industry standards. The quantity loaded is measured using a temperature compensated volume flow meter which converts volumes loaded to a standard temperature of 20oC. Flow meters are calibrated twice per annum using an approved external service provider.

Vopak also has the capability to load vessels/ barges if required. This process is controlled by our standard operating procedures which also covers the safety requirements as per ISGGOT and OSH Act. This process is performed by trained Vopak personnel.

In case of loading of product to vessels/ barges, Vopak uses the current pipelines to the jetties and also have capability to connect to industry pipe lines if required. The loading of vessels/barges may take place on the following jetties numbers 1; 4 and 6 presently using Vopak pipe lines and on jetties 6; 7 and 8 by connecting to industry pipe lines. The product loaded on vessels is quantified by the gauging of the shore tank before and after the loading of the vessel/barge.

Please also refer to the attachment “Site Operating Conditions” for detailed procedures.

5. PROCESS TO BE FOLLOWED BY THIRD PARTIES WHEN REQUESTING ACCESS

Please refer to the attachment "Handling of customer enquiries and contracts" for the process to be followed by third parties when requesting access.

Please refer to the attachment "Credit Application Form" for the detailed layout of the form.

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Company Register 1996/011237/07

SITE OPERATING CONDITIONS **(FOR TRANSPORTATION OF DANGEROUS GOODS BY ROAD.)**

DATE: 19 November 2002

REF: 19/05/02

1. Purpose of the site operating conditions

The Site Operating Conditions serve to clarify the responsibilities of Vopak's Customer, the Consignor, Consignee and Operator in line with SABS 0231 (Transportation of Dangerous Goods – Operational requirements for road vehicles).

The Site Operating Conditions also serve to bind the Parties in terms of the requirements of Chapter VIII of the National Road Traffic Act, (Act 93 of 1996), and the SABS Standards and Codes of Practice that have been incorporated into the Act.

2. Definitions

As an independent storage company, for all receipts and deliveries of goods, Vopak acts as an agent on behalf of its contracted customer, however for the purposes of the Site Operating Conditions the following definitions will apply to the Parties.

- For all goods dispatched from Vopak sites, Vopak will be seen as the **Consignor** in so far as Vopak has responsibilities for dispatching dangerous goods.
- For all goods received onto Vopak sites, Vopak will be seen as the **Consignee** in so far as Vopak has responsibilities for receiving dangerous goods.
- The **Customer** is the product owner and the party with whom Vopak has a contract to receive, store and dispatch goods.
- The **Operator** is seen as the haulier contracted by the Customer, to uplift goods from or deliver goods to Vopak.
- In the attached checklist, **Site** refers to the Vopak staff responsible for that specific task, and as such they have been nominated as the **Qualified Person** for the receipt and dispatch of dangerous goods.

3. Warranties by the Parties

3.1 By the Consignor

The Consignor hereby warrants that it shall at all times, for the duration of the Commercial Agreement with the Customer, comply with the Act and applicable Standard Specifications, Codes of Practice and the terms of the Site Operating Conditions as far as they apply to the consignor.

3.2 By the Consignee

The Consignee hereby warrants that it shall at all times, for the duration of the Commercial Agreement with the Customer comply with the Act and applicable Standard Specifications, Codes of Practice and the terms of the Site Operating Conditions as far as they apply to the Consignee.

3.3 By the Operator

The Customer must ensure that the Operator hereby warrants that it shall at all times, for the duration of the Commercial Agreement, comply with the Act and applicable Standard Specifications, Codes of Practice, and the terms of the Site Operating Conditions as far as they apply to the Operator. Should the Operator use the services of a Sub-Contractor the Operator shall ensure that the Sub-Contractor complies with the requirements of the Act and applicable Standard Specifications, Codes of Practice, and the terms of the Site Operating Conditions as far as they apply to the Sub-Contractor.

3.4 By the Customer

The Customer hereby warrants that it shall at all times, for the duration of the Commercial Agreement, comply with the Act and applicable Standard Specifications, Codes of Practice and the terms of the Site Operating Conditions as far as they apply to the Customer. Should the Customer sell product ex their contracted tank to a Third Party, or receive product into their contracted tank from a Third Party, the Customer shall ensure that the Third Party complies with the requirements of the Act and applicable Standard Specifications, Codes of Practice and the terms of the Site Operating Conditions as far as they apply to the Third Party.

3.5 Appointment of Qualified Persons

In terms of R 277 (2) of Chapter VIII of the Act the Operator and the Consignor agree to nominate the respective parties responsible for the specific tasks to be performed with respect to the transportation of the dangerous goods. The parties agree that the appointed qualified persons will be trained to perform the specific tasks. The tasks and responsibilities are listed in Annexure A, (Road Loading and Decanting Checks) and Section 6 (Clarification of Specific Responsibilities) of the Site Operating Conditions.

4. Site Entry Conditions

Vopak Terminal Durban sites have been classified as Major Hazard Installations, and as such there are specific site entry conditions and rules for conduct on site. All visitors to the site are required to sign an indemnity and agree to comply with the site rules and regulations. Without derogating from the duties of the parties in terms of all relevant legislation, specific note must be taken of the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations. In addition to site rules and safety signage, all drivers and assistants should comply with the following minimum dress requirements.

1. Long pants and long sleeved shirt or overall.
2. Hard hat and chemical goggles.
3. Safety shoes or boots.
4. Suitable gloves.
5. Any other personnel protective equipment relevant to the product being handled.
6. All personal protective equipment must be in good condition.

5. Site Checklist

Attached are Annexures A and B the Road Loading and Decanting Checklists, which detail the duties of the Driver and Vopak. (Referred to as Site) These checklists are based on SABS 0231 (Transportation of dangerous goods – Operational requirements for road vehicles). There are certain duties specified in the code as the duty of the Consignor and Consignee that are outside the control or influence of Vopak. These duties and responsibilities, specified below in Section 6, have not been incorporated into the checklist, and are seen as the duty of the Customer and Operator respectively.

6. Clarification of Specific Responsibilities

6.1 Customer

As Vopak does not contract the Operator, it is the responsibility of the Customer to ensure that Operators contracted by themselves warrant that they will meet all regulatory requirements, and will comply with the terms laid out in the Site Operating Conditions.

- 6.1.1 In the case of ex tank sales to, or product receipt from a Third Party, the Customer must ensure that the Third Party warrants that they will meet all regulatory requirements, and will comply with the terms laid out in the Site Operating Conditions.
- 6.1.2 As Vopak does not own the product, but acts as an agent of the Customer, the Customer must ensure that the Operator has the correct TREM Cards and Placards when they arrive at Vopak. Vopak can provide TREM Cards and Placards, provided that there is an agreement with the Customer to this affect, in which cost recovery, specialist phone number and other issues are agreed.
- 6.1.3 The Customer shall ensure that if there is any doubt as to the appropriate classification of dangerous goods, such dangerous goods shall be classified by an approved classification authority in accordance with code of practice SABS 0228 “The identification and classification of dangerous substances and goods”.
- 6.1.4 Where applicable, the Customer shall ensure that appropriate packing material is supplied so that dangerous goods can be presented by the consignor for transportation, in packaging that has been approved by an approved test station and by the approved certification authority, and marked in the manner contemplated in code of practice SABS 0233 “Intermediate bulk containers for dangerous substances” and code of practice SABS 0229 “Packaging of dangerous goods for road and rail transportation in South Africa”.

6.2 Operator

Certain requirements can not be adequately checked on site by Vopak or the Driver, and should be in place or checked prior to the vehicle arriving for uplifting or delivering goods. It is therefore the duty of the Operator to ensure that the following requirements are in place.

6.2.1 Vehicles.

- The vehicle and trailers meet regulatory design requirement.
- The vehicle and trailers are roadworthy and correctly licensed.
- The vehicles and trailers are suited to the product to be loaded.
- The vehicle and trailers meet SABS 0189 earthing requirements.
- For bulk products, the driver has the means to measure the filling level required.
- The tanker and equipment are suitably clean for the product to be loaded.
- The ancillary equipment on the vehicle and trailers is in good order and fully functional.
- The cab is fitted with the required Orange Box in which all relevant documentation is kept.

6.2.2 Driver.

- The driver has a Pr DP - D for dangerous goods. (Pr DP – G is currently acceptable)
- The driver has been trained in the use of TREM cards.
- The driver has been trained on the hazards and product handling procedures in line with the OHS Act requirements.
- The driver has all relevant personal protective equipment that is required for the product being handled.

6.2.3 Documentation.

- The vehicle has been inspected in line with the SABS 0231 Annex. C check list.
- The load has been checked for compatibility.
- The driver has a suitable route plan (until the requirement is removed from legislation).
- The load has been checked to confirm that the vehicle complies with all the loading requirements specified in the Regulations
- The load has been checked to confirm that the permissible maximum vehicle or combination mass for the vehicle will not be exceeded.
- For packaged goods the load will be secured as per SABS 0187 requirements.
- Empty bulk tankers to remain placarded until they have been cleaned.

6. Duration of the Operational Agreement

The Site Operating Conditions shall form part of the commercial agreement and commence on the same date as Vopak's Commercial agreement with the Customer, or when product or packaging is first received onto Vopak sites. The agreement shall terminate at the same time as Vopak's Commercial agreement with the Customer, or until the last of the product or packaging is dispatched from site.



VOPAK SOUTH AFRICA
DURBAN TERMINAL

VTD-COMM-CUST-10001

Handling Customer Enquiries & Contracts

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1. PURPOSE

To formalize the various aspects of handling new enquiries and contracts.

2. SCOPE

To cover all enquiries for new services /products for new or existing customers.

3. PROCEDURE

SECTION A – HANDLING CUSTOMER ENQUIRIES

The Commercial Department shall formalize all new customer enquiries.

Details obtained from the Customer shall be entered into the Customer Enquiries Index.

The Customer's request shall be assessed against the commercial strategy and tank availability. Following a positive assessment, a Request for Proposal form shall be completed and MSDS (not older than 24 months) attached for distribution via the email system to Site Managers / C&F Manager / Compliance Manager / Senior Safety Officer / Technical Manager / Customer Services Manager / Customer Representative.

A copy of the MSDS shall be saved on m-drive in the MSDS folder

- The RFP Form is to be completed by the relevant managers within 24 hours.
- Commercial shall consolidate the information and initiate a meeting with the relevant parties to discuss any departmental input into the RFP.
- Where required a detailed scope (commercial / operational / technical / C&F) may be requested by commercial/operations departments.
- The RFP form is also archived electronically in the appropriate folder.



VOPAK SOUTH AFRICA
DURBAN TERMINAL

VTD-COMM-CUST-10001

Handling Customer Enquiries & Contracts

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- Once Commercial accepts the enquiry a quote together with the standard Service Agreement / C&F Trading Conditions / Site Operating Conditions / Credit Application Form will be forwarded to the Customer via the email system.
- The contract with the customer is subject to the approval of the credit application form by the Finance Department.
- A copy of the completed Credit Application Form shall be forwarded to the Financial Manager. The approval or rejection of the customer shall be sent to the Sales Administrator via e-mail.

When acceptance is received from the customer, the Sales Administrator shall notify the department managers of the agreed timeframe for any changes required to the system as outlined in the RFP.

The Sales Administrator shall draw up the necessary documents, (as detailed under Section B).

Customer Services or Site Manager will initiate the Management of Change process for any modifications required for the storage or handling of the product.

SECTION B – HANDLING NEW CONTRACTS

Upon acceptance of the quote from the customer, the Sales Administrator shall draw up the under mentioned documents.

The documents will be forwarded to the MD's Secretary for signature by the Managing Director or Commercial Manager and Financial Manager. The signed documents shall be couriered to the Customer.

- Service Agreement (signed)
- Clearing & Forwarding Standard Trading Conditions
- Site Operating Conditions
- Schedule (signed)

The Sales Administrator shall update the Service Agreement register and follow up with the Customer till the signed documents have been returned. These will be filed in the safe and controlled by Commercial. The details of the new contract will be entered onto the "Contract Overview" report.



VOPAK SOUTH AFRICA
DURBAN TERMINAL

VTD-COMM-CUST-10001

Handling Customer Enquiries & Contracts

1

Sales Administrator shall check the systems (PEPI and UV) to determine if all customer / product details are available. If details are not available, notify the IT Manager via e-mail to attend to the following areas :

- Register new Customer details
- Register new product
- Obtain default instructions from SHE Manager
- Update default instruction on PEPI

On completion of the system details (customer / product / defaults) the Sales Administrator will update the following PEPI system :

- Contract / Inquiry maintenance
- Tank allocation
- Price maintenance
- Customer information (daily activity report / stock summary sheet / tank report)
- Lot no.

A copy of the prices within PEPI (report no. R59VO72H) must be checked, signed by Sales Administrator and handed over to Customer Representative to check and sign.

The Assistant Site Manager or IT Manager will update the Tank Master once the tank is ready to receive product.

SECTION C – HANDLING OF EXISTING CONTRACTS

On a monthly basis the “Contract Overview” report shall be reviewed and three months prior to the expiration of a contract, the Sales Administrator shall do the following :

1. Send copies of the existing schedule services to the Site Managers / Commercial Manager/ Customer Services Manager / C&F Manager / Customer Rep for perusal and comment
2. Set up a meeting to discuss the schedule, noting recommendations from other departments
3. In line with the internal meeting, the following documents shall be prepared and forwarded to the customer via email :
 - Service Agreement (standard unsigned)
 - Clearing & Forwarding Standard Trading Conditions (unsigned)
 - Site Operating Conditions

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- Schedule (tariff listing signed). Any changes from the original agreement will be noted on the email.

4. Check that Vopak has a signed Service Agreement in hand. If not, generate another set of document for signature. This document shall be forwarded to the M.D.'s secretary for signature by Managing Director or Commercial Manager and Financial Manager. On completion the secretary will courier the document to the Customer.

5. Once the signed schedule has been received from the Customer, the PEPI Price maintenance shall be updated.

6. The new contract details must be updated on the "Contract Overview" report.

7. Dependent on the contract structure, the "excess throughput" or back charges for "storage" and "handling" must be calculated and a debit / credit invoice generated.

8. Customer Services shall sign for a copy of the prices updated which they shall check against the Contract posted on the O-drive.

9. An email shall be forwarded to Customer Services Manager / C&F Manager / Customer Rep / Site Manager / Commercial Manager / MD secretary / Finance Dept notifying parties of renewal.

Amendments to Contracts

In the event of an agreed contract requiring amendments after its initiation, an addendum reflecting the reference number of the contract shall be drawn up and signed by both parties. The relevant parties will be notified by email and a copy of the addendum will be posted on the o-drive.

Change of company name

In the event of the customer undergoing a name change the following documents must be drawn up against the new name :

Service Agreement

Schedule

Credit application form

Global customers

The handling of global customers will be managed through the "Customer Relations Management" tool.



Vopak Terminal Durban (Pty) Ltd

Reg. No 1996/011237/07
P.O. Box 21030
Bluff, Durban, 4036
Rep. Of South Africa
Tel. No: +27 31 4669200
Fax No: +27 31 4669272

CREDIT APPLICATION FORM:

The undersign is applying for credit with Vopak Terminal Durban(Pty) Ltd
& agree's to abide by the terms & conditions of "Vopak Terminal" standard contract

Business Name _____

Address _____

Owner/Manager _____ Tel.No. _____

How long in business _____

Trade References:

Name _____ Tel.no _____

Name _____ Tel.no _____

Name _____ Tel.no _____

Bank References:

Name _____ Address _____ Tel.no _____

Name _____ Address _____ Tel.no _____

Credit requested: _____

Pending lawsuits against Company & provide details if applicable:

Information to ensure accurate invoicing:

Company registration: _____

Vat registration no: _____

Name of person paying invoices: _____ Tel no: _____

The undersigned authorizes inquiry as to credit information.

We further acknowledge privileges, if granted, may be withdrawn at any time

Signing on behalf of the company:

Job title:

Date signed:

For internal purposes only (Customers do not complete):

Credit approved: YES/NO _____

Credit limit: _____

Signed by:

Job title :

Date credit granted/rejected:

Documents of Proof:

The following documents are needed to verify the information supplied in the credit application.

Without these documents the credit application will be considered incomplete.

Sole Trader:

1. Copy of South African Identification Document of owner
2. Copy of vat certificate
3. 3 months bank statement

Closed Corporation:

1. CK1 - Founding statement for Closed Corporation
2. CK2 - Amended Founding Statement (if applicable)
4. Copy of vat certificate
3. 3 months bank statement

Private Company (Pty) LTD or Public Company Ltd

1. CM1 – Certificate of incorporation
2. CM9 - Certificate of name change (if applicable)
3. CM22 – Notice of Registered Office & Postal Address of Company
4. Copy of vat certificate
5. Financials statement for past 2 years



VOPAK TERMINAL DURBAN (PTY) LIMITED
P.O. Box 21030, BLUFF, 4036
(hereinafter referred to as "Vopak")

and

XXXXXX

(hereinafter referred to as "the Customer")

PREMISES

105 Taiwan Road, Island View 4052, Durban.

CONTRACT PERIOD

From :
To :

Product	Tank No.	Gross Capacity
		cubes

HANDLING

In	Out	Tank Specification
		Standard, mild steel

RATES :

User charge is inclusive of

- Tank rental
- annual throughput allowance of XXXX tons
- handling of shipments during normal working hours.

Excess throughput over and above annual throughput allowance based on shipments

Gross Capacity	User Charge Per month	Max Throughput	Excess Handling
Cubes	Per cube	tons	Per ton

The user charge will be invoiced monthly and is payable on the first day of each occupancy month.

(b) **ADDITIONAL SERVICES**

Road out (minimum 15 tons per product load)

Rxxxxxx per ton

ANCILLARY CHARGES

OVERTIME RATES

Ships R 336.23 per hour

Road/Rail Tankers R 970.06 per hour

For any work undertaken outside of the normal working hours stipulated in the contract

All overtime charges are subject to a minimum call out period of four [4] hours

OVERTIME NOTIFICATION	Mondays to Fridays before 15:00 hours
SECURITY CUTLER	R1.50 per kilolitre will be collected from the Customer when product is received from the terminal in bulk (vessel discharge)
ENVIRONMENTAL REQUIREMENTS	It is the Customer's responsibility to comply with the requirements of MARPOL Annex II)
MARPOL FEE	Normal time : R 4 820.17 Overtime : R 5 794.34 If required, Vopak's standard charge for monitoring the attendance will apply
SLOPS / TANK WASHINGS & MARPOL DRUMS STORAGE	R25.00 per drum per day
PRICE REVIEW	Vopak will submit their proposal for rate adjustment 60 days prior to the escalation date. Pending the finalisation of the renegotiation, the rates shall be those for the previous twelve (12) month period increased by a percentage equivalent to the sum of 70% of the prevailing consumer price index (excluding interest – CPIx), and 30% of the prevailing producer price index (Table 10, subgroup 2 – Manufacturing, subgroup 2.11 – Chemicals and Chemical Products) published by Statistics South Africa, or similar body then in existence, for the month of June each year, or as otherwise agreed by the Parties
CLEARING AND FORWARDING (customer to confirm if required)	It is the Customer's responsibility to notify Vopak of any intended importation in to or delivery out of Vopak's bonded warehouse, and to provide Vopak with all necessary documentation required to effect clearance, at least five (5) working days in advance of the prescribed clearance or pre-clearance dates and for the Customs clearance of bonded products in drums Vopak have a deferment Facility with Customs & all Duties & Vat deferred during the month are invoiced during the month and have to be settled at least 2 (two) working days before month end Any Clearing and Forwarding work carried out by Vopak on behalf of the Customer will be subject to the standard terms and conditions of the South African Association of Freight Forwarders, save that in the event that there is a conflict between these standard trading terms and conditions and the terms of Vopak's Contact with the Customer, the latter shall prevail. Vopak Terminal Durban is a Customs licensed bonded warehouse and as such has to maintain records of all product stored in bond. Any company using the services of a Customs clearing agent other than Vopak has to provide Vopak with copies of all Customs stamped documentation prior to receipt / despatch of any product that is subject to control by the department of Customs & Excise.

NORMAL WORKING HOURS

Normal working hours are from **07:30** to **16:00** hours Monday to Friday (excluding Public Holidays). Operations undertaken outside these hours will incur overtime at Vopak's ruling tariff rates.

TANK AND PIPELINE CLEANING

When pipeline use is completed and when the tanks are emptied during and/or on completion of this Contract, all costs associated with washing and cleaning will be recoverable from the Customer.

WASTE DISPOSAL

The Customer is responsible for the removal and disposal of sludge and/or waste product. The Customer must provide Vopak with an order number if Vopak is to call the tube on behalf of the Customer.

PROGRAMMED TANK INSPECTIONS

The Customer will co-operate with Vopak to allow tanks included on this Schedule to be emptied and cleaned for internal inspection in accordance with Vopak's planned maintenance schedule at intervals of not more than 5 years.

WHARF FACILITIES

All activities and operations undertaken on the Wharf Facilities must be conducted in accordance with the Portnet and Fire Department Regulations.

PAYMENT TERMS

User charges are payable on the 1st day of the occupancy month. All other charges are payable 30 days from date of statement.

TERMINATION

This schedule may be terminated by either party giving to the other three months written notice.

ACCEPTED BY AUTHORISED SIGNATORY

NAME

SIGNATURE

DATE