



Service and Scheduling Provisions (“Service Schedule”)

This Service Schedule is to be read together with the STCs and the Rates Schedule, with the STCs taking precedence.

I. FEES

The Customer shall, in respect of the Services to be rendered by Bulk Connections pay to Bulk Connections the fees as set out below and as further defined in the Rates Schedule.

A. Monthly Allocation Charge

1. The Monthly Allocation Charge is payable monthly in advance by not later than the first day of each and every month commencing on the Commencement Date, irrespective of the mass of Product actually stored at the Terminal.
2. The Monthly Allocation Charge is based on the Agreed Storage Tonnage of Product.
3. Bulk Connections will monthly render to the Customer a suitable VAT invoice for payment of the relevant Monthly Allocation Charge plus VAT thereon, but payment of that charge is not dependent on receipt of the relevant invoice nor shall non-receipt thereof detract from the Customer’s obligation to pay the Monthly Allocation Charge in advance.

B. Handling Fee

1. The Handling Fee covers all charges relating to the handling of the Customer’s Product save for the applicable Monthly Allocation Charge. It also does not include charges which are due to third parties and must be borne by the Customer, which shall include but not be limited to the following:
 - a) VAT;
 - b) Cargo dues, wharfage, import duties and other taxes;
 - c) Other Port or TNPA charges;
 - d) Other Vessel costs;
 - e) Agency and documentation;
 - f) Sampling and inspection charges;
 - g) Insurance;
 - h) Lifting payloaders and equipment by means of shoreside or floating crane where no suitable (10-ton minimum) gear is provided;
 - i) the hire or use of special or additional equipment due to the Vessel to be loaded not having normal open type hatches;
 - j) Warping of Vessels;
 - k) Shifting charges;
 - l) Clearing and installing separations;
 - m) Handling bags;
 - n) Bagging; or
 - o) Demurrage.



Bulk Connections shall not be responsible for paying any of these charges on behalf of the Customer unless specifically agreed in advance in writing between Bulk Connections and the Customer. If Bulk Connections does agree to make any disbursements on behalf the Customer, then it shall be entitled to require payment to it by the Customer in advance of making any such disbursement. In any event, the Customer shall immediately on request, refund to Bulk Connections any disbursements made by Bulk Connections on behalf of the Customer.

2. The Handling Fee will be invoiced on a ship by ship basis based on the mass of Product loaded into the Vessel as recorded in the Mate's Receipt applicable in respect of the loading of Product into a Vessel nominated by the Customer or the Customer's ship agent but subject to the sub clauses I.B.3 and I.B.5 below.
3. The Customer shall pay to Bulk Connections by not later than 2 (two) days prior to the date upon which the relevant Vessel is due to call at the Berth for loading a sum equal to the relevant Handling Fee based on the anticipated mass of Product expected to be loaded into the relevant Vessel together with any applicable Additional Allocation Fee. Bulk Connections shall be entitled to invoice the Customer:
 - a) in respect of the Handling Fee referred to in this sub clause I.B.3 immediately following the date upon which the Customer has, in writing, nominated the relevant Vessel, and Bulk Connections is able to estimate the tonnage of Product to be loaded onto that Vessel, and
 - b) in respect of any Additional Allocation Fee at such time or times as Bulk Connections may in its discretion determine.
4. The final Handling Fee applicable in respect of each Vessel loading together with the final Additional Allocation Fee payable on loading will be calculated by Bulk Connections following the issue of the relevant Mate's Receipt contemplated by sub clause I.B.2 above, and the relevant amount, less any amount or amounts paid in advance, shall be paid within 14 (fourteen) days after the date of Bulk Connections invoice for same.
5. Notwithstanding the provisions of sub clause 1.B.3 above Bulk Connections shall be entitled, in its sole discretion, by notice in writing to the Customer to agree to forgo its right to claim payment, prior to the Vessel loading, of the Handling Fee and any appropriate Additional Allocation Fee, in which event
 - a) the Handling Fee and any appropriate Additional Allocation Fee shall become payable on the loading of the relevant Vessel and Bulk Connections shall be entitled to invoice the Customer in respect of the relevant Handling Fee and Additional Allocation Fee immediately following the loading of the relevant Vessel and the issue of the relevant Mate's Receipt, and
 - b) the Handling Fee and any applicable Additional Allocation Fee shall be paid by the Customer to Bulk Connections within not more than 30 (thirty) days after the date of Bulk Connections' invoice for same.
6. If at any time Bulk Connections has agreed by notice in writing to the Customer, as contemplated by sub clause 1.B.5 above, to forgo its rights to require payment in advance of Vessel loading Bulk Connections shall, notwithstanding any such notice to forgo, be entitled, at any time thereafter in its discretion to withdraw, by further notice in writing to the Customer any notice to forgo which may have been previously given by Bulk Connections, in which event sub clause 1.B.3 above shall, with effect from a date being 7 (seven) days after the date of such notice of withdrawal, again apply in all respects.

C. Additional Allocation Fee

1. The Customer acknowledges that the storage space which Bulk Connections will allocate to the Customer for storage of the Customer's Product is restricted and that storage space within the Terminal



is limited. The Customer accordingly undertakes that, if for any reason, and at any time, Bulk Connections stores at the Terminal any Product of the Customer in excess of the Agreed Storage Tonnage, then, unless otherwise agreed in writing between Bulk Connections and the Customer, Bulk Connections shall be entitled to levy the Additional Allocation Fee for every day during which the mass of the Customer's Product stored at the Terminal is in excess of the Agreed Storage Tonnage.

D. Under Utilisation Charge

1. Unless, on timeous advance notification from the Customer, agreement is reached not to impose the Under-Utilisation Charges, the Customer shall pay the Under-Utilisation Charges as set out in the Rates Schedule based on the Agreed Storage Tonnage per week if for any reason the time between loading of Vessels exceeds 8 (weeks).
2. The Under-Utilisation Charges referred to in this clause I.D.1 will be levied and invoiced to the customer when the second of the relevant two Vessels departs the Berth and are payable within 14 (fourteen) days of date of invoice.
3. The Under-Utilisation Charges shall be waived should the Customer have exported the Agreed Storage Tonnage or more of Product through the Terminal during the Contract Period.

E. Performance Discount

1. If, during the Contract Period, the Customer exports via the Terminal in accordance with this Service Schedule (i.e. has loaded onto a Vessel for export) a mass of Product which is greater than 8 (eight) times the Agreed Storage Tonnage (hereinafter in this clause referred to as the "Target Tonnage") then the Customer shall be entitled, in respect of any mass of Product exported via the Terminal in accordance with this Service Schedule which is in excess of the Target Tonnage, to the Performance Discount on the Handling Fee.

F. Performance Failure

1. For purposes of this clause I.F, the phrase "quarterly period" means the following quarterly periods namely – July to September, October to December, January to March and April to June.
2. If, during any quarterly period, the Customer fails to export through the Terminal in accordance with this Service Schedule (i.e. to have had loaded onto Vessels at the Berths at the Terminal) a mass of Product equal to or greater than the Agreed Storage Tonnage ("the failure") then Bulk Connections shall be entitled in its discretion to give written notice to the Customer ("the Termination Notice") that it intends terminating this Service Schedule with effect from the end of the quarter following the quarter in respect of which the failure occurred, provided however that any such Termination Notice must be given not later than 45 (forty five) days after the end of the quarter in respect of which the failure occurred failing which Bulk Connections' right to give such a notice in respect of that specific failure shall lapse.
3. If Bulk Connections gives a Termination Notice in accordance with this clause I.F.2 then Bulk Connections shall be entitled in its discretion to refuse to accept the delivery to the Terminal by or on behalf of the Customer of any further Product.

G. Mate's Receipt

1. It is recorded that the parties have specifically agreed that the Handling Fee payable from time to time shall be determined with reference to the mass of Product loaded onto the relevant Vessel as recorded



in the Mate's Receipt.

2. No adjustment will be made to the Handling Fee, whether upwards or downwards, if it transpires, following the termination of this Service Schedule, that the aggregate of the Customer's Products loaded into Vessels as recorded on the said Mate's Receipts is in excess of or falls short of the aggregate of the Customer's Product unloaded by Bulk Connections from Trucks as recorded in the weighbridge certificate and records referred to in clause II.C.

II. SERVICES

A. General

1. During the Contract Period the Customer shall from time to time deliver Product to the Terminal for export and Bulk Connections will handle the Customer's Product all in accordance with the provisions of this Service Schedule.
2. The Customer has advised Bulk Connections that it intends, during the Contract Period, exporting through the Terminal the Annual Projected Tonnage of Product and Bulk Connections has, accordingly, agreed to set aside an area/s for the handling, including storage, of the Customer's Product in accordance with this Service Schedule and as more fully set out in clause II.C ("the Allocated Storage Area/s").
3. The Customer undertakes to use its best endeavours:
 - a) to utilize the services of Bulk Connections to export from the Terminal during the Contract Period not less than the Annual Projected Tonnage of Product, and
 - b) to regularly export Product from the Terminal so as to procure that a mass of Product equivalent to the Agreed Storage Tonnage is exported from the Terminal (i.e. loaded onto a Vessel) at intervals of not more than 12 (twelve) weeks.
4. The parties shall liaise with one another from time to time with a view to ensuring the smooth implementation of the Service Schedule, and shall, for those purposes, nominate in writing to the other a suitable employee who shall be charged with the smooth implementation of the Service Schedule and who shall meet from time to time for purposes of coordinating the Customer's requirements for the Services and Bulk Connections' furnishing thereof.
5. Bulk Connections shall keep and maintain the records and reports required in terms of this Service Schedule. The Customer will submit a weekly plan in writing to Bulk Connections, every Friday afternoon for the following week's business. Changes to this plan (if any) will be communicated in writing on a daily basis. In addition, each party shall provide to the other, from time to time, such reports and returns as the parties may from time to time agree in writing.
6. It is recorded that the normal working hours of Bulk Connections are 24 (twenty four) hours per day Monday to Friday but that, subject to the provisions of this Service Schedule and payment of all relevant fees, Bulk Connections will provide Services during weekends and public holidays (excluding only certain specific religious public holidays for example Good Friday, Easter Monday and Christmas Day).
7. The Customer shall keep Bulk Connections constantly and timeously advised of its anticipated delivery of Products to the Terminal and of the anticipated date of arrival of the Vessel at the Terminal.
8. The Customer may:



- a) during normal working hours and subject to prior notification to Bulk Connections, check and inspect services and facilities furnished by Bulk Connections and take readings and samples;
 - b) subject to prior approval by Bulk Connections, (which approval will not be unreasonably withheld), itself or through duly appointed representatives acceptable to Bulk Connections, from time to time and on reasonable prior notice to Bulk Connections, to inspect any of the Customer's Products in storage at the Terminal; and to appoint subcontractors to inspect, survey or sample the inbound and outbound Products, as well as to appoint the surveyor to be used to undertake the draft survey; and
 - c) not, nor shall any representative, agent or subcontractor of the Customer take any photographs of the Terminal, or of any of Bulk Connections equipment, installations or of any other part of the Terminal, without the prior written consent of Bulk Connections and, in the event that such consent is given, then only under the supervision of and subject to the instructions of Bulk Connections.
9. The Customer hereby acknowledges that Bulk Connections' ability to provide the Services in accordance with its obligations under the Service Schedule is dependent, *inter alia*, on:
- a) Bulk Connections receiving adequate written advance notice of the nature of, dates upon which and times within which the Services are required to be rendered; and
 - b) the Customer ensuring that the relevant Vessels are appropriate for taking on Product at the Berths.
10. Bulk Connections shall execute the Services in such order and sequence as is reasonably required by the Customer and shall use its best endeavours to ensure that the Customer's reasonable target dates are met.
11. Should there appear to Bulk Connections to be any uncertainty regarding the meaning or effect of any instruction given by the Customer, Bulk Connections shall refer the matter to the Customer for a decision before proceeding to execute the instruction of the Customer.
12. Bulk Connections reserves the right, if at any time it should consider it to be in the Customer's interests or for the public good to depart from any of the Customer's instructions, to do so.
13. Without limiting the generality of the foregoing, the Customer shall timeously comply with the Bulk Connections Scheduling Rules set out in III below and with all notification requirements contained in any standard operating procedures of Bulk Connections relating to the rendering of the Services which may be agreed upon between Bulk Connections and the Customer in writing from time to time.

B. Receiving Product by Truck

1. The following provisions shall apply in respect of the offloading of Product from road or rail Trucks after their arrival at the Exchange Yard at the Terminal.
2. This service shall include:
 - a) The offloading of Product from the relevant Trucks and the movement of Product to the Product stack in the Allocated Storage Area/s; and
 - b) The provision of all necessary stevedoring equipment and labour to enable offloading to take place (unless agreed to the contrary in writing).
3. The Customer shall:



- a) give Bulk Connections adequate notice in advance of all Truck arrivals planned for the delivery of Product to the Terminal, and Bulk Connections shall be entitled to refuse to accept Truck arrivals if it is unable to accommodate same having regard to the suitability of the Trucks, the nature of the Terminal, or Bulk Connections' requirements for the use of its own equipment, or the requirements of other customers of Bulk Connections;
- b) arrange a Product delivery and/or Product dispatch program in consultation with Bulk Connections and not despatch Trucks without Bulk Connections' prior consent. Bulk Connections retains the right to rail any Trucks back to the Customer, and the Customer shall pay the railage.
4. Bulk Connections shall not be obliged to accept any Truck or offload Product from any Truck unless Bulk Connections has confirmed to the Customer that the relevant Trucks are clean, suitable and fit for carriage of Product.
5. On arrival of the rail or road Trucks at the Terminal, Bulk Connections shall, utilizing its equipment, remove Product from the rail or road Truck and transport it to the Product stack at the Allocated Storage Area/s.
6. Bulk Connections shall be entitled to, without reference to the Customer and at the Customer's expense:
 - a) clean, scale or caulk any Trucks;
 - b) take all steps which it deems reasonable to ensure that all bins, conveyors, housing, elevators and hoppers are reasonably free from contamination; and
 - c) clean bins before first receipt of Product and between different grades of Product.
7. The Customer may appoint a surveyor to inspect all Trucks to be loaded with Product. If the Customer or the surveyor so appointed requires a Truck to be cleaned, or if such Truck is required to be cleaned by TFR, Bulk Connections will arrange for this to be done. The Customer shall use only such rail Trucks which are in the opinion of Bulk Connections suitable.
8. Bulk Connections shall use its reasonable endeavours to ensure that offloading is carried out as speedily as possible having regard, *inter alia*, to the nature of the Trucks, the Product, Bulk Connections loading equipment, and the rate of arrival of Product at, or removal of Product from, the Terminal.
9. The planning, scheduling and handling of Trucks shall be done in accordance with Bulk Connections' applicable rules and regulations (including Bulk Connections' Scheduling Rules set out in III below) and also, in respect of rail Trucks, TFR's standard working procedures.
10. Rail and road Truck handling will be Monday to Friday 24 (twenty-four) hours per day. Trucks will be handled on Saturday and Sunday only by agreement in the case of rail Trucks between the Customer, Bulk Connections and TFR and in the case of road Trucks between the Customer and Bulk Connections, which agreement must be concluded by 14h00 hours on the Friday immediately preceding the relevant Saturday or Sunday. No rail handling will be undertaken on any public holiday unless Bulk Connections agrees, in writing, in advance, to do so.
11. Should it be necessary it shall be the responsibility of the Customer to ensure that TFR in the case of rail Trucks or the relevant haulier in the case of road Trucks covers the Product with suitable covers so that the Product remains suitably protected throughout the journey from the Customer's mine to the Terminal.

C. Weighing of Product

1. The Customer shall weigh, on duly assized weighbridges located at the loading point from which the



Products are being delivered to Bulk Connections, the mass of Product in each Truck due to be delivered to Bulk Connections.

2. The Customer shall not less than 24 (twenty four) hours prior to delivery of Product to the Terminal, deliver to Bulk Connections a schedule reflecting the number of Trucks due to arrive at the Terminal, the identifying numbers of each Truck, the unladen mass of each Truck, and the mass of Product contained in each Truck, together with such other information as Bulk Connections may, from time to time, reasonably require.
3. Bulk Connections shall weigh on a duly assized weighbridge or weighbridges located at the Terminal, all Trucks arriving at the Terminal, and shall, in the case of road Trucks, weigh the same empty Trucks after the Product has been offloaded at the Terminal. It is recorded that, in respect of empty rail Trucks, the parties will rely on TFR's standard weight for an empty Truck of the relevant designation.
4. Bulk Connections shall promptly draw to the attention of the Customer any discrepancy between the Truck and Product weights reflected in the schedule referred to in sub clause II.C.2 and the actual weights determined by Bulk Connections in accordance with sub clause II.C.3.
5. In the event that the aggregate mass of Product received at the Terminal on the Trucks weighed in accordance with sub clause II.C.3 is less than the aggregate mass of Product on the same Trucks reflected in the schedule prepared by the Customer in accordance with sub clause II.C.2, then, unless the parties agree otherwise in writing, the aggregate mass of the whole consignment of Product on the relevant train or road Truck shall be reduced, for records purposes, so as to equate to the mass recorded by Bulk Connections in accordance with sub clause II.C.3.
6. Bulk Connections shall:
 - a) notify the Customer within two working days of any Product movement in or out of a terminal and provide a monthly summary of tonnage of Product on hand and throughput. Such notification will be deemed to be correct subject to any subsequent adjustment by Bulk Connections, unless notice in writing is received by Bulk Connections within 7 (seven) days; and
 - b) furnish weekly reports to the Customer reflecting Bulk Connections reasonable estimate of the mass of Product loaded or offloaded (as may be appropriate), the mass of Product in storage, and such other information as may be agreed between the Customer and Bulk Connections.

D. Storage of Product

1. Bulk Connections will store the Customers Product in a stack in the Allocated Storage Area/s.
2. This service shall include:
 - a) The internal transportation of Product to, and the stacking of Product at, the Product stack at the Allocated Storage Area/s; and
 - b) Storing, moving and stockpiling of Product at the Product stack at the Allocated Storage Area/s.
3. Bulk Connections is entitled in its sole discretion to refuse to receive any Product into the Terminal:
 - a) if the storage allocated to the Customer is insufficient or if the Customer has failed to clear other Product in storage timeously; or
 - b) which is not satisfactory, unsuitable, unacceptable or dangerous for storage or Handling at a Terminal or for which official approval has not been received.
4. It shall be in Bulk Connections' discretion to:
 - d) determine the location within the Terminal of the Allocated Storage Area/s;
 - e) relocate the Allocated Storage Area/s within the Terminal and to move, at the cost of Bulk



- Connections, the Customer's Product from one area to another;
- f) decide whether to offload Product to stack or directly onto a Vessel or Truck;
 - g) decide which portions of any Product on hand shall be loaded onto a Vessel or Truck;
 - h) move any Product to an alternative storage facility at the expense and risk to the Customer, should the Product compromise Bulk Connections' ability to handle other Product due to it being stored for an unreasonable extended period.
5. The Customer acknowledges that the Allocated Storage Area/s may, at the election of Bulk Connections, consist of separate storage areas at the Terminal selected from time to time by Bulk Connections in its discretion.
 6. Bulk Connections shall not unless otherwise agreed in writing between Bulk Connections and the Customer be required to store at the Allocated Storage Area/s at the Terminal Product of a mass in excess of the Annual Projected Tonnage or of a sizing or density different to that set out in the Rates Schedule.
 7. It is recorded that the Product may theoretically consist of various grades (sizes) but that the Annual Projected Tonnage capable of being stacked on the Allocated Storage Area/s assumes only two stacks of only two different grades of Product. The Customer shall not be entitled, without the prior written consent of Bulk Connections, to send to the Terminal more than two different grades of Product. Bulk Connections shall be entitled, in its sole discretion, to refuse to accept for handling at the Terminal more than two different grades of Product; or to agree to accept for handling at the Terminal more than two different grades provided that the Monthly Allocation Charge and/or the Handling Fee payable by the Customer is adjusted upwards to such extent as is agreed between Bulk Connections and the Customer.
 8. Bulk Connections shall not be obliged to take stock of Product at the Terminal nor to take any steps to cover Product in the Allocated Storage Area/s.
 9. Bulk Connections shall, if specifically agreed with the Customer in writing, shall take reasonable steps to collect and return empty bags to the Customer.
 10. Bulk Connections shall hold non-recoverable sweepings, contaminated or damaged Product identifiable as the Customer's Product for dispatch against the Customer's written instruction. The Customer R acknowledges that holding space for such sweepings is limited and it will ensure that such sweepings are removed from the Terminal promptly following departure of the Vessel from the Terminal. If any such sweepings are not, timeously, removed by the Customer, Bulk Connections shall be entitled to dispose of same in its discretion, and all costs of disposal of any such sweepings shall be for the account of the Customer.
 11. Bulk Connections shall advise the Customer of any damage to the Customer's Product of which Bulk Connections may become aware, whether in the Trucks delivering Product to the Terminal, or in the Product stack, as soon as Bulk Connections becomes aware of any such damage, and Bulk Connections shall carry out the Customer's reasonable instructions regarding any damaged Product.
 12. Bulk Connections shall, in the event that it notices the development of fires within any stacks of Product, notify the Customer thereof and take such steps, at the cost of the Customer, as may be necessary or desirable to quench the fire, however Bulk Connections shall not be liable to the Customer for any loss or damage to or deterioration of the Customer's Product due to any fire or to any steps taken by Bulk Connections to quench any fire.



E. Vessel Loading / Offloading

1. The following provisions shall apply in respect of the loading of Product onto Vessels.
2. This service shall include:
 - a) The internal transportation of Product from the Product stack to the Berth in order to enable loading onto a suitable Vessel to take place (reclaiming);
 - b) The loading of Product into bulk Vessels by means of Bulk Connections loading equipment; and
 - c) The provision of all necessary stevedoring equipment and labour to enable loading to take place, provided however that the Vessel shall, at no cost to Bulk Connections and where applicable, permit its ships gear to be used for loading purposes in appropriate circumstances if required by Bulk Connections.
3. On arrival of the Vessels at the Berth, Bulk Connections shall, within a reasonable time of receipt of a final written notification that a Vessel is clean and ready to load and utilizing Bulk Connections' handling equipment, reclaim Product from the stack and load same onto nominated suitable regular bulk Vessels, provided however that the Customer shall provide Bulk Connections with details regarding the bulk Vessels to be fixed, prior to fixing, so as to enable Bulk Connections to confirm whether the bulk Vessel is in compliance with the Scheduling Rules Clause III.D.
4. Unless otherwise agreed between the parties in writing prior to loading:
 - a) Bulk Connections shall be entitled but not obliged to weigh or verify the mass of Product loaded into or offloaded from Vessels, and
 - b) Bulk Connections shall not bear any responsibility for ensuring that the Vessel is properly trimmed but will, under the directions of the Master of the Vessel, load Product in such manner as the Master may direct with a view to endeavouring to ensure that the Vessel is properly trimmed. Accordingly, Bulk Connections shall, for trimming purposes, follow the reasonable instructions of the Master or ship's agent regarding the placement of Product within the Vessel. If for any reason it is not possible to adequately trim any Vessel using Bulk Connections standard ship loaders or ship to ship cranes, then the Customer shall pay all additional costs in respect of or associated with the hire of additional equipment or the hire of additional stevedoring services which may be required to trim the Vessel; and
 - c) Bulk Connections will use its best endeavours to load in accordance with the quantity or weight of the Product it is instructed to load, and which is delivered to a terminal for that purpose, but makes no warranty with regard to the quantity of Product loaded and Bulk Connections acts as agent only in this regard on behalf of the Customer.
5. Bulk Connections shall use its reasonable endeavours to ensure that loading is carried out in a professional and efficient manner and as speedily as possible having regard, *inter alia*, to the nature of the Vessel, the Product, Bulk Connections loading equipment, and the rate of arrival of Product at the Terminal.
6. The Customer acknowledges that Vessels cannot be loaded during rain.
7. The Customer shall ensure that Vessels arriving to take on Product shall be, in all respects, suitable for loading, having regard to the nature of Bulk Connections loading equipment so as to enable Bulk Connections' cranes, grabs and equipment to rapidly and without delay, load the Vessels.
8. In connection with the Vessels, Bulk Connections will be entitled to:



- a) refuse to accept any Vessel at the Berth or to load or unload any Vessel which because of the nature of such Vessel or of its Product, in the sole opinion of Bulk Connections, cannot be Handled at a satisfactory rate of loading or unloading. Bulk Connections may, with the agreement of the Customer, load or unload such Vessel or Product at a special charge;
 - b) order off the Berth any Vessel which is not ready to load or unload or is not satisfactorily cleaned or prepared or is not immediately surveyed or examined;
 - c) order a Vessel off any of the Berths should the Vessel on any of the Berths be unproductive or likely, in Bulk Connections sole opinion, to compromise the loading or offloading of other Vessels at any such Berth or due to arrive at any such Berth;
 - d) request the port authorities on its behalf to remove a Vessel from the Berth at the cost and risk of the Customer;
 - e) allow Vessels onto the Berth for discharge only when suitable storage for Product is available;
 - f) order a Vessel off the Berth if the Product being discharged is found to be contaminated or infested or not suitable for Handling with the terminal's discharging or loading equipment;
 - g) order a Vessel off the Berth when the Product in storage is exhausted or when the loading of such Product in storage is reduced to speeds which in the sole opinion of Bulk Connections are unsatisfactory. Such Vessel shall not be re-berthed until the next Vessel waiting to berth has been fully loaded or unloaded and then only if the total tonnage remaining to be loaded has been received into storage;
 - h) move a Vessel off the Berth or to an alternative Berth at the risk of the Customer for any reason whatsoever, including failure of the master to load or discharge Product with reasonable despatch and at the sole opinion of Bulk Connections the cost or a portion of the cost of such a move may be assumed by Bulk Connections where it deems fit; and
 - i) determine in Bulk Connections opinion which Vessels are suitable for loading or unloading at a terminal and only regular bulk Vessels with unrestricted hatch access shall be worked there.
9. The Customer shall:
- a) be entitled to require that Product alleged to have been loaded in excess of the required tonnage be discharged at its sole risk and expense (which shall include all storage and railage cost);
 - b) be responsible for any necessary examination or certification of Product or the Vessel's hold by a surveyor or other party immediately on arrival of the Vessel at the Berth;
 - c) arrange for the Vessel to be removed from the Berth at its expense if the Product is contaminated or dangerous or not suitable for Handling with the terminal's discharging / loading equipment;
 - d) ensure that all Product delivered to the Terminal for Handling by Bulk Connections is delivered in such condition and in such Vessels and or Trucks as shall enable Bulk Connections to load or offload same using Bulk Connections standard loading or offloading equipment with which the Customer acknowledges that he is familiar. In particular, the Customer shall be liable for any or all additional costs required as a result of any sealing or separating methods used in or relating to the delivery of Products to the Terminal including, without limiting the generality thereof, any hand picking, sifting, screening or other process which may be necessary to remove sealing material or other contaminants from Product;
 - e) on request from Bulk Connections, to promptly following departure of the Vessel from the Terminal, remove, at its cost, all Customer Product remaining on the Terminal. If the Customer fails to do so within not more than 7 (seven) days after the relevant Vessel departure date then Bulk Connections shall be entitled to itself remove all such Product, or to procure the removal thereof by any third



- party, and the Customer shall promptly on demand pay to Bulk Connections all costs incurred by Bulk Connections in doing so;
- f) be liable for payment of extra time charges, and any consequential loss and costs, however caused, of moving the Vessel from the Berth, or failing to do so when required, or warping the Vessel to another Berth;
 - g) ensure that it duly fulfils all requirements of the TNPA relating to the arrival and berthing of Vessels at the Port of Durban;
 - h) ensure that the Vessel is a regular bulk Vessel with single deck unrestricted hold access. If any Vessel to be loaded does not have normal open type hatches (for example, Vessels with "tween deck" type hatches), but is nevertheless accepted for loading by Bulk Connections, then, if any special equipment, or equipment additional to that normally utilized by Bulk Connections for loading Vessels with normal open type hatches, is required for loading purposes, the Customer will pay all costs in respect of or associated with the hire or utilization of such special or additional equipment or hire of additional stevedoring services;
 - i) provide Bulk Connections in writing with 14 (fourteen), 7 (seven), 3 (three), 2 (two) and 1 (one) day's advance notice of arrival of Vessels at the Berth for loading and discharging. Written notice of any change in expected time of arrival of the Vessel shall be given without delay; and
 - j) give Bulk Connections written notice to work overtime by noon on a week day for a nightshift, and before noon on the day before any public holiday for a public holiday or on Friday for a weekend as the case may be.
10. The Customer shall be responsible to ensure that the master of any Vessel about to load or discharge Product for the Customer shall:



- a) cause all hatches to be opened timeously when being loaded, keeping them closed at all other times;
 - b) shall assist Bulk Connections wherever possible to expedite the loading of Product. This includes doing draft surveys, ensuring there is sufficient lighting in the hatches etc,;
 - c) allow his Vessel to be worked 7 days a week, 24 hours a day, during the entire loading or unloading period;
 - d) provide the use of the Vessel's gear to facilitate the opening and closing of the hatches and the loading and discharge of Product or equipment and shall provide all other necessary assistance;
 - e) take in or discharge Product with such despatch as is reasonable in the opinion of Bulk Connections;
 - f) make suitable provision for ventilation, lighting and the safety of men working in any enclosed space;
 - g) remain solely responsible for the Vessel's safe loading and trimming including the taking on or discharge of ballast;
 - h) ensure that the Vessel departs from the Berth forthwith on completion of loading or discharging;
 - i) recognising that the Berths are located close to the harbour entrance, provide and tend to mooring lines and springs to ensure that the Vessel is at all times made fast to the relevant Berth;
 - j) satisfy himself that the gangway or gangways are safe in every respect, clear of the Bulk Connections ship loader bogies and that a safety net is safely secured under the gangway;
 - k) have an officer on watch at all times; and
 - l) not deballast onto the quayside, nor perform any deballasting operations at the Berths which are contrary to the Port Regulations.
11. Ship handling (loading onto a Vessel) will be on a weather working day, Saturday, Sunday and public holidays excluded (WWDSSHEX) basis, unless Bulk Connections agrees in writing, in advance, to load on any such day or days.

F. Security

1. Bulk Connections shall be responsible for providing reasonable security services at the Terminal and shall be entitled to appoint a security service provider to provide such services.
2. The security service provider shall be entitled to:
 - a) Breathalyse and / or search any person and / or vehicle, which may want to enter and / or leave the Terminal;
 - b) investigate any security matter related to the Service Schedule and take down affidavits in support of a security investigation / incident.
3. The Customer undertakes to comply with all security systems, regulations or instructions laid down or given by Bulk Connections or any security provider appointed by it and shall procure that all the Customer's employees, servants, agents and sub-contractors (including its hauliers) shall do likewise.
4. Notwithstanding the foregoing or any act or omission of Bulk Connections or of any security service provider appointed by Bulk Connections, Bulk Connections shall not be liable for any loss of, theft of or damage to any of the Customer's Product unless any such loss, theft or damage is due to or caused by the gross negligence of Bulk Connections. Bulk Connections shall not be liable for any consequential loss, regardless of any gross negligence on its part.



III. SCHEDULING RULES

A. Introduction

1. These Scheduling Rules have been formulated by Bulk Connections for purposes of advising Customers and their Agents as to the principles which Bulk Connections will adopt regarding the berthing of Vessels at the Berth and the working of Vessels and Trucks at the Terminal. BULK CONNECTIONS reserves the right to plan the berthing and working of Vessels at the Berths at its sole discretion, and the CUSTOMER undertakes to accept the decision of BULK CONNECTIONS without demur.
2. For the purposes of the Scheduling Rules as set out in this clause III the following words bear the following meanings unless the context indicates the contrary:
 - a) "Agent" means an agent of a Customer appointed in writing in accordance with clause III.C.1;
 - b) "confirmed slot" means a fixed slot confirmed by the Customer or its Agent by giving to Bulk Connections the written Nomination contemplated by clause III.E below;
 - c) "Customer" means both the Customer and the Agent, jointly and severally as applicable, and any duty, liability or obligation placed on the Customer shall apply *mutatis mutandis* to the Agent;
 - d) "ETA" means estimated time of arrival of a Vessel, train or road Truck;
 - e) "fixed slot" means a fixed slot allocated by the P & S Committee for the period of 28 (twenty-eight) days following the relevant weekly meeting of the P & S Committee;
 - f) "Nominated" means a notification, duly given in accordance with clause III.E below, of an International Maritime Organisation (IMO) registered Vessel which conforms to Bulk Connections' requirements, which notification shall include the Vessels name, ETA, planned tonnage, LOA (length over all) and maximum draft at the Berth, and "Nomination" shall have a corresponding meaning;
 - g) "P & S Committee" means the Planning and Scheduling Committee more fully described in clause III.B below;
 - h) "provisional slot" means a slot provisionally allocated by the P & S Committee for the period from 3 (three) months to 28 (twenty-eight) days following the relevant weekly meeting of the P & S Committee; and
 - i) "slot" means the period during which a Vessel is planned to begin and complete loading at the Berth; and includes any or all, as may be applicable, of provisional slots, fixed slots and confirmed slots.
3. The Customer understands, however, that the Terminal and all equipment on the Terminal is the property of Bulk Connections and the Customer agrees that:
 - a) Bulk Connections shall be entitled, at its discretion, to depart from these Scheduling Rules if it feels that it is necessary to do so, or if, in Bulk Connections' sole decision, circumstances so require,
 - b) Bulk Connections shall, in any circumstances not fully covered by these rules, be entitled to make an appropriate decision;
 - c) and the Customer shall have no claim against Bulk Connections arising out of any such departure or any decisions so made by Bulk Connections.
4. If Bulk Connections for reasons of safety, security, the environment or the better working of Vessels at the Berth, or for any reason relating to the optimisation of Bulk Connections' activities at the Terminal, or for any reason relating to the requirements of Transnet SOC Limited or any division thereof or any government, provincial, municipal or city authority, wishes to adopt new Scheduling Rules, it shall be



entitled, in its discretion, to do so, and any such new Scheduling Rules shall, with effect from the date upon which they are furnished to the Customer, be substituted and be binding on the Customer.

B. Planning and Scheduling Committee

1. Bulk Connections shall establish and maintain a Planning and Scheduling Committee (the "P & S Committee"), consisting of
 - a) one or more representatives of Bulk Connections nominated in writing by Bulk Connections;
 - b) a representative of each Customer or its Agent;
 - c) a representative or representatives of TFR who shall be appointed by TFR.
 - d) The Chairman of the P & S Committee shall be nominated by Bulk Connections.
2. Bulk Connections shall procure that the P & S Committee shall meet weekly for the purpose of optimising the scheduling of Vessels and trains.
3. All Customers who have notified Bulk Connections in writing that they intend in the near future berthing a Vessel at the Berths, shall be entitled to attend all relevant meetings of the P & S Committee.
4. The purpose of the P & S Committee is to share information regarding the ETA of Vessels intending to use the Berth, and to establish provisional and fixed slots for the Vessels as more fully set out in these Scheduling Rules.
5. Notwithstanding anything to the contrary contained or implied in any agreement or the Scheduling Rules, the decision of Bulk Connections as to the berthing of Vessels and their working at the Terminal, shall be final and binding on all Customers, their Agents and the Vessels concerned.

C. Information

1. Any Customer utilising the services of an Agent shall advise Bulk Connections in writing of the name of the Agent and shall, if so, required by Bulk Connections, advise Bulk Connections of the mandate enjoyed by that Agent.
2. Each Customer shall advise Bulk Connections in writing at least weekly of any planned arrival of a Vessel, road or rail Truck, such advice to be given to Bulk Connections sufficiently in advance of the anticipated arrival as to enable the P & S Committee and Bulk Connections to make suitable arrangements for the arrival thereof and, insofar as concerns Vessels, to allocate provisional, fixed and confirmed slots.
3. The P & S Committee shall, at each weekly meeting of the P & S Committee, update berthing and Product delivery plans and notify same to all Customers and to TFR where applicable in writing as soon as possible following each weekly meeting. The berthing plan shall take account of the latest available information concerning the position, estimated dates of arrival and load readiness of Vessels and, in respect of Product to be loaded from the Terminal onto a Vessel, the availability of such Product, and such other information as may be relevant.
4. Each Customer shall, daily, or at such other intervals as Bulk Connections may require:



- a) in respect of the delivery of Product to, or the upliftment of product from, the Terminal by rail, provide Bulk Connections and TFR with details of all planned railings and deviations from previous notifications;
- b) in respect of the delivery of Product to, or the upliftment of Product from, the Terminal by road, provide Bulk Connections with details of all planned road deliveries or upliftments and deviations from previous notifications;

provide Bulk Connections and the P & S Committee with details of all planned Vessel ETA's and any deviations from previous notifications.

5. Customers shall be obliged to acquaint themselves with the financial requirements of the Terminal in order to avoid delays in loading and shall comply timeously with such financial requirements.
6. Bulk Connections will maintain a list of Customers (and of any nominated Agents of any such Customer) who intend in the near future using the services of the Terminal and shall update same as and when required. The P & S Committee shall provide copies of nominations by the P & S Committee of Vessels due to use the Berth only to persons on this list.
7. All instructions from Customers relating to the handling of Product must be timeously given by or behalf of the Customer to Bulk Connections in writing, and Bulk Connections shall not be obliged to act on any handling instructions not so given in writing.

D. Vessel Requirements

1. The Customer shall be obliged to ensure that any Vessel arriving at the Berths complies fully with Bulk Connections' requirements for working such Vessel, which requirements are available on request and should be obtained by the Customer from Bulk Connections.
2. Bulk Connections shall not be obliged to allow to be berthed or to handle Product to or from a Vessel which does not comply with the requirements referred to in 1 above. If for any reason any such non-complying Vessel arrives at the Berth then, unless arrangements are reached with Bulk Connections for the working of such Vessel in accordance with 3 below, the Customer shall, at the request of Bulk Connections, procure that the Vessel is, at the cost of the Customer, removed from the Berth.
3. Notwithstanding the foregoing, Bulk Connections may, at its discretion, agree to load or unload any such non-complying Vessel on such terms and conditions as it shall, in its discretion, determine. Any such agreement shall be signed by or on behalf of the Customer.

E. Planning Vessels

1. Bulk Connections will, through the P & S Committee, allocate provisional, fixed and confirmed slots for Customers based on annual throughput expectations, storage capacity, transport capacity, Terminal capacity and anticipated Vessel ETA's.
2. Each P & S Committee meeting shall, at that meeting, but having regard to decisions made at previous meetings, allocate provisional and fixed slots for the 3 (three) months following each weekly meeting. Provisional slots may be changed by the P & S Committee based upon information received at or prior to each weekly meeting.

Subject to the provisions of these rules, it is the intention that fixed slots shall not be changed provided that:



- a) the fixed slot is converted into a confirmed slot by the giving of the Nomination; and that
 - b) the ETA of the Vessel, as nominated in the said Nomination, does not change.
3. Once a fixed slot for a Vessel has been converted into a confirmed slot following the giving of the Nomination contemplated by clause III.E.6 below (hereinafter in this sub clause called the "first Vessel"), no other Customer's Vessel will be allocated a confirmed slot for such berth which overlaps the confirmed slot of the first Vessel unless:
- a) the first Vessel fails to arrive on the ETA set out in the relevant Nomination, or
 - b) the anticipated loading time of the first Vessel allows an adjustment to the first Vessel's confirmed slot without prejudicing the first Vessel, or
 - c) unforeseen circumstances arise which in Bulk Connections reasonable opinion, require the reallocation or adjustment to the first Vessel's confirmed slot,
- in any of which events, Bulk Connections will be entitled to re-schedule the relevant slots.
4. The duration of the Berth slot will depend on the size of the Vessel, tonnage to be handled, the handling method and the nature of the Product. Slots shall be allocated in respect of specific Berths.
5. Customers who cancel their fixed or confirmed slots less than 28 (twenty-eight) days from commencement of berthing will forfeit that slot and may only be given an additional or replacement slot if the new slot doesn't prejudice another Customer or Vessels slot.
6. Vessels must be firmly Nominated in writing to Bulk Connections (a copy of which Nomination shall be given by the Customer to all other persons at the P&S Committee) 14 (fourteen) days prior to the ETA of the Vessel concerned. Such Nomination will convert the slot from a fixed slot to a confirmed slot. Unless such Nomination is timeously given, Bulk Connections shall be entitled to cancel any fixed slot allocated to that Vessel.
7. Vessels may be substituted up to 24 (twenty-four) hours prior to the actual arrival of the Vessel in the outer anchorage of Durban, provided that:
- a) the new Vessel complies with Bulk Connections' requirements as contemplated by III.D.1 above;
 - b) the planned tonnage of Product to be loaded (the Vessel uplift) or unloaded (the Vessel discharge) does not change;
 - c) the completion date of loading or offloading does not delay the following Vessels;
 - d) The International Ship and Port Facility Security Code as defined in the Merchant Shipping Regulations (Maritime Security), 2004 (issued under the Merchant Shipping Act 56 of 1951) has been adhered to, and
 - e) Bulk Connections does not have any good reason to refuse such Vessel.
8. A Vessel's uplift or discharge may be changed at the discretion of the Customer, provided its loading does not affect any following Vessel's fixed or confirmed slot. If, however the change will affect the following Vessel, a maximum variation of 10 % (ten percent) of the uplift or discharge tonnage will be allowed.
9. The Customer shall use all possible endeavours to ensure that any Vessel's ETA set out in the Nomination (hereinafter in this sub clause referred to as the "Nominated ETA") shall be true and correct. Subject to sub clause III.E.13 below, provided that a Vessel's ETA does not fall behind the Nominated ETA by more than 24 (twenty four) hours, then the confirmed slot of a Vessel shall not be changed because another Vessel's Nominated ETA advances unless the relevant Customers agree thereto. If, however the projected ETA of a Vessel does fall behind the Nominated ETA by more than 24 (twenty-four) hours, Bulk Connections shall be entitled to make such adjustments to the confirmed slots of all



Vessels whose Nominated ETA is affected by such falling behind as Bulk Connections, in its discretion, deems reasonable.

10. If an opening on a Berth is or becomes available for whatever reason, Bulk Connections shall be entitled to permit such Vessel to berth provided that the berthing and handling of such Vessel does not interfere with or prejudice other Vessels which already have fixed or confirmed slots.
11. Subject to sub clause III.E.12 below, should a Vessel not complete loading within its confirmed slot, it will have to vacate the Berth and wait for the following Vessel to complete loading or negotiate a satisfactory settlement with the following Vessel. If such a settlement is negotiated, the owners or Agents of both Vessels shall immediately advise Bulk Connections thereof in writing. A Vessel which has been obliged to vacate the Berth ("a Vacating Vessel") and to wait for the following Vessel to complete loading before the Vacating Vessel may complete loading, shall have seniority over any other vessel not in the outer anchorage or in the Port of Durban at the time of vacating.
12. Vessels following after a Vessel the loading of which has been delayed at the Terminal due to bad weather, shall be obliged to wait for the weather affected Vessel to complete loading, and shall not be entitled to insist on berthing in accordance with these rules.
13. This sub clause III.E.13 deals with Vessels having consecutive confirmed slots for the same Berth. If the Vessel with the earlier confirmed slot ("the First Vessel") arrives at the outer anchorage at the Port of Durban after expiry of its confirmed slot, and later in time than the Vessel with the confirmed slot following immediately after the slot of the First Vessel ("the Second Vessel"), the Second Vessel shall be entitled to occupy the relevant Berth in priority to the First Vessel.
14. Bulk Connections shall:
 - a) in any circumstances not appropriately covered by these rules, or
 - b) whenever the interpretation or application of these rules is in doubt or may, in the opinion of Bulk Connections, lead to an unfair result,be entitled to make such decision as it believes is reasonable in the circumstances, and shall be entitled in so doing, to decide based on maximising the throughput of the Terminal.

F. Loading/Offloading of Vessels

1. A written pre-shipment advice must be submitted by each Customer prior to berthing and receipt of this must be acknowledged by the Terminal before berthing. The pre-shipment advice must include at a minimum:
 - a) Name of Vessel;
 - b) ETA (Estimated Time of Arrival);
 - c) Berth required;
 - d) Maximum draft required;
 - e) LOA (length overall);
 - f) Description of cargo to be loaded or unloaded;
 - g) Agents contact details; and
 - h) Vessel hatch details and load rotation
2. Vessels must be available to load or offload at any time whilst on the Berth including after hours, on weekends and public holidays. Should the Terminal work overtime and the Vessel cannot load or offload or refuses to load or offload when Product is available, Bulk Connections shall be entitled to levy the standby charge for the relevant period. In addition to the standby charge being applied, the



lost time shall form part of the relevant confirmed slot and may give rise to the application of sub clause III.E.11 above.

3. A standby charge will be paid by and levied against the Customer or the shipping line, as the case may be and in the sole discretion of Bulk Connections, for the period, in any weekend or public holiday, during which a Vessel should have but did not load or offload for any reason including, without limiting the generality thereof, Product handling problems, Vessel trimming, Vessel delays or late arrivals of Vessels, and during which a handling crew stands by. A 3 (three) hour tolerance will however apply before any such additional charges will be raised. If, however, standby charges are raised, such charges shall also apply in respect of the 3 (three) hour tolerance period.
4. If a Customer requests that a Vessel be worked over the weekend, but the Vessel does not arrive at the Berth, or is not ready for working for any reason, then the Customer will pay to Bulk Connections the Standby Charge for each hour during which the Bulk Connections crew stands by to work the Vessel.
5. Bulk Connections shall be entitled in circumstances in which a Vessel is or may be endangered, to allocate handling equipment in its sole discretion, including temporarily relocating handling equipment already working on or allocated to another Vessel.
6. Special requests by the Customer for work on Saturdays, Sundays or public holidays must reach Bulk Connections, in the case of a Saturday or Sunday, before 10h00 on the Friday preceding the relevant Saturday or Sunday, or in the case of a public holiday, before 10h00 on the day preceding the relevant holiday, failing which Bulk Connections shall be entitled to refuse to load or offload the Vessel. Any changes in Bulk Connections' operational timing, made at the request of the Customer and which cause additional costs, will be borne by and charged to the relevant Customer. Bulk Connections shall be entitled at its discretion to decide which Vessels will be worked on a weekend or public holiday and during which shifts. This decision shall be made by Bulk Connections by 14h00 the day preceding the relevant weekend or public holiday. Bulk Connections shall promptly notify the Customer of such decision, which notification shall be given in the manner set out in clause III.H below. Bulk Connections shall be entitled to consider, *inter alia*, the availability of Product, the bunching of Vessels, the availability of labour, the maximisation of the throughput at the Terminal and any other matter which is, in Bulk Connections' view, relevant.
7. If a Vessel is expected to arrive during a weekend, Bulk Connections shall be entitled to refuse to load such Vessel during the relevant weekend, if, as a result of loading commencing during such weekend, loading may be delayed during the following week due to a shortage of Product at the Terminal.
8. The Customer shall not allow a Vessel to berth unless it has complied with all relevant provisions of the Service Schedule including, without limiting the generality thereof:
 - a) in the case of Product destined for offloading at the Berth, arranging for the prompt removal of Product from the Terminal or the storage thereof at the Terminal as may be appropriate;
 - b) in the case of Product destined for loading at the Berth, arranging for the delivery of sufficient quantities of Product to the Terminal and the storage thereof at the Terminal prior to loading.
9. Having regard to sub clause III.E.8 above, the Customer shall, prior to the Vessel berthing, confirm with Bulk Connections:



- a) in the case of Product being unloaded from the Vessel, that satisfactory transport arrangements are in place for the removal of Product from the Terminal or for the storage of Product at the Terminal, as may be appropriate;
 - b) in the case of Product being loaded, that satisfactory transport arrangements are in place for the delivery of Product to the Terminal prior to shipment, or for the storage of Product at the Terminal prior to shipment, as may be appropriate.
10. It is the responsibility of the Customer to ensure that all Trucks arriving at the Terminal are correctly labelled. No responsibility for misplaced Trucks or incorrectly loaded product will be accepted if the Trucks are not labelled. Correct labelling requires:
- a) in the case of rail Trucks, a completed label on both sides of each rail Truck, and
 - b) in the case of road Trucks, a proper goods delivery notice, notification of the mass of Product involved, the driver's name and ID number, and any other information Bulk Connections or any other authority may require for purposes of gaining access to the National Key Point area in which the Terminal is situated.

G. Completion of Vessels

1. Vessels may not leave the berth until a Mates Receipt is signed and stamped by the Vessels authorised representative.
2. The Customer shall be obliged to procure that all relevant documentation is completed within not more than 1 (one) hour after the completion of loading or offloading as may be applicable.
3. The Customer shall procure that the Vessel shall leave the berth within 2 (two) hours of the completion of loading or offloading as may be applicable, in order to make way for the following Vessel.
4. Bulk Connections shall be entitled at its discretion, to require a Vessel to shift off the Berth. If Bulk Connections requires the Vessel to shift off the Berth, including moving to another Berth, Bulk Connections shall in writing instruct the Customer to make the necessary arrangements to immediately shift the Vessel in question. Such instruction shall be given in the manner set out in clause I below. Bulk Connections shall, furthermore, be entitled to make immediate arrangements for a draft survey to be carried out at Bulk Connections' cost. If, within a period of 3 (three) hours after receipt, or deemed receipt, of such written instruction, the Vessel has not been moved, Bulk Connections shall be entitled to instruct the TNPA to shift the Vessel forthwith at the Customer's expense.

H. Tonnage

1. Final shipment tonnage will be determined by the Mate's Receipt issued following the loading of the relevant Vessel, which tonnage determination will be binding on the Customer. Unless otherwise agreed in writing between Bulk Connections and the Customer the tonnage reflected in the Mate's Receipt will be determined by the draft survey. The cost of any draft survey shall be borne by the Customer. The Customer recognizes that the weight of Product delivered onto a ship will, unless otherwise agreed in writing between Bulk Connections and the Customer, not be measured by Bulk Connections, but will only be measured by the draft survey, and that draft surveys do not result in accurate measurements of Product loaded.
2. The Customer:



- a) shall be responsible at its own cost for conducting or having conducted draft surveys on the loading of Product onto Vessels;
- b) shall procure that any surveyor who conducts a draft survey of any Vessel loading Product at the Terminal, shall immediately deliver a copy of such draft survey to Bulk Connections;
- c) recognizes that accurate figures of Product delivered to or removed from the Terminal are not capable of being substantiated due to a variety of reasons including the impracticality of weighing all Product received into or removed from the Terminal, the effect of inclement weather or wind on the mass of Product and the possibility that certain products are hygroscopic which affects the weight of the relevant Product, and that the Product loss factor agreed upon by the parties and recorded has been agreed, inter alia, for those reasons.

I. Notification

1. Notwithstanding anything to the contrary contained in the Service Schedule between Bulk Connections and the Customer to which these Scheduling Rules apply:
 - a) any written Notification to be given by Bulk Connections in accordance with this Service Schedule, or
 - b) any written notice which may require to be given by Bulk Connections in any other circumstances in which the urgency of the matter is such that the relevant notice provisions contained in any such Agreement are clearly inappropriate,may be given by Bulk Connections to the Customer by email to such email address of the Customer as is known to, and generally used by, Bulk Connections in its communications with the Customer. Any such emailed instruction shall be deemed to have been received immediately upon transmission. Bulk Connections shall, in addition to sending such email, use reasonable endeavours to give oral notification of such instruction by telephone to the Customer.