

DURBAN GATEWAY TERMINAL (PTY) LTD
(REGISTRATION NO: 2025/929823/07)

STANDARD OPERATING PROCEDURES

FOR

THE DURBAN GATEWAY TERMINAL

IN THE

PORT

OF

DURBAN

WITH EFFECT FROM 1 JANUARY 2026

STANDARD OPERATING PROCEDURES FOR CONTAINER TERMINALS ("SOPCT") AT THE PORTS OF DURBAN, DURBAN GATEWAY TERMINAL (PTY) LTD.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless the context otherwise requires, the following words have the meanings ascribed to them-
 - 1.1.1. "21 day, 14 day, 7 day, 3 day and 1 day ETA notification" means the first notification from the Customer to the Terminal Operator which sets out an estimated time of arrival of one of the Customer's vessels, which time of arrival falls on the seventh (7th) day following on (but excluding) the day on which such notification is received by the Terminal Operator: for example, a "7 day ETA notification" given on 3 July will set out an estimated time of arrival of the vessel concerned on 10 July;
 - 1.1.2. "21 day, 14 day, 7 day, 3 day and 1 day ETA" means the estimated time of arrival as set out in the 7 (seven) day ETA notification referred to in Clause 1.1.1 above;
 - 1.1.3. "Agent" means the Customer's local agent as notified to the Terminal Operator in terms of Clause 2.2.4. of these SOPCT;
 - 1.1.4. "arrives" or "arrival" in relation to a vessel means the entry by a vessel of the area of the sea which:
 - 1.1.4.1. at Durban, is bounded by –
 - 1.1.4.1.1. to the north, a line drawn from the coast in position 29°48'42"S 31°02'32"E in a 90° (true) direction to position 29°48'42"S 31°7'30"E; and
 - 1.1.4.1.2. to the south, a line drawn from the coast in position 29°54'06"S 31°02'30"E in a 90° (true) direction to position 29°54'06"S 31°7'30"E; and
 - 1.1.4.1.3. to the east, a line joining the seaward positions mentioned in Clauses 1.1.4.1.1. and 1.1.4.1.2. above;
 - 1.1.5. "arrival stow plan" means the information provided by the Customer to the Terminal Operator in terms of Clause 2.10.3 below as subsequently revised by the Customer;
 - 1.1.6. "berth planning information" means the information required in terms of Clauses 2.1 to 2.16 (inclusive) of the SOPCT;

- 1.1.7. "Business Day/Working Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.1.8. "co-loader" means the party(ies) who have been granted the right by the Customer to submit discharge or loading documentation without the prior written consent of the Vessel Operator;
- 1.1.9. "container" means any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flat rack container that conforms to the International Standards Organisation (ISO) standard container type designations. "Container" shall also include a skiptainer;
- 1.1.10. "Container Operator" means the party appointed by the Customer to accept responsibility for ensuring that the containers are delivered to the Terminal Operator for loading and/or discharge from the vessel and who is responsible for ensuring that all documentation required to be completed and submitted to or by the Customer is duly completed and submitted to such lawful authorities as may be necessary and to the Terminal Operator, who is licenced by the South African Revenue Services (SARS) as an approved Container Operator and who makes payment on behalf of the Customer of all fees and disbursements incurred in consequence of the service rendered by the Terminal Operator;
- 1.1.11. "container working" in relation to a vessel, means the loading, discharge and re-stowage of containers, including lashing and unlapping thereof;
- 1.1.12. "COPRAR" means the Container Pre-Arrival message sent as an EDI message for the container discharge order;
- 1.1.13. "COT" means the Terminal Operator's Conditions of Trade for Container Terminals;
- 1.1.14. "Customer" means any natural or juristic person to whom or on behalf of whom the service is provided at the relevant Container Terminal.
- 1.1.15. "Customer's vessels" means those vessels operated by or on behalf of the Customer, which may call at any of the Terminals;
- 1.1.16. "Customer's visitors" means the duly authorised representatives , agents and independent contractors of the Customer, and as well as any persons whom the agent or contractor requests to be allowed or is granted access to the Customer's vessels. The Customer must observe and procure that the Customer's visitors observe the Standard Terms and Conditions for Visitors to the Terminals in Standard Terms and Conditions STC Appendix "B";

- 1.1.17. "cut and run" means the Customer's right to sail the vessel without discharging or loading the vessel as planned in order to maintain schedule integrity;
- 1.1.18. "CTO" means the Container Terminal Order, which is the original document required for the removal of hazardous containers and OOG cargo from the Terminal, or for the delivery of hazardous containers and OOG cargo to the Terminal for export, or the release EDI message required for the removal of any container from the Terminal, or the pre-announcement EDI message required for the delivery of any container to the Terminal for export or the release of containers by use of the on-line web facility;
- 1.1.19. "day" means any day of any month as designated on a calendar;
- 1.1.20. "departure stow plan" means the information provided by the Customer to the Terminal Operator in terms of Clause 2.10.3.5 below, as subsequently revised by the Customer;
- 1.1.21. "direct re-stow" means the movement of a container by a container gantry crane from a position on a vessel to another position in the same bay on the same vessel without the container being temporarily placed on the quay or elsewhere on the vessel;
- 1.1.22. "early arrival container" means a container that arrives in the Terminal before the stack into which it is to be taken has been opened. The acceptance of "early arrival containers" is at the discretion of the Terminal Operator and additional charges will be raised in respect of early arrival containers;
- 1.1.23. "EDI" means Electronic Data Interchange conforming to the EDIFACT standards or any mutually agreed standard as agreed between the Parties;
- 1.1.24. "Empty Container" means any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flatrack container that conforms to the ISO standard container type designations that is free of cargo (empty in content). In the case of transportable tanks which have previously contained IMDG cargo, these will only be considered empty if a gas-free certificate is presented in respect of such container.
- 1.1.25. "FEU" means a forty foot equivalent unit which is a reference to the dimensions of a container forty feet long by eight feet wide by eight feet six inches high, or forty feet long by eight feet wide by nine feet six inches high;
- 1.1.26. "Fully cellular vessel" means a vessel which is purposely built for the transportation of ISO standard containers stacked on top of each other in vertical guide shafts

into and from which containers are loaded or discharged, where no general freight is carried;

1.1.27. "High Cube containers" means containers with the below dimensions:

Size	L (mm) X W (mm) X H (mm)	
45'	13.7m	13 716 X 2 438 X 2 896
40'	12m	12 192 X 2 438 X 2 896
20'	6m	6 058 X 2 438 X 2 896

1.1.28. "IMDG" means, the International Maritime Dangerous Goods (IMDG) Code which is a uniform international code for the transport of dangerous goods by sea and/or the SANS (South African National Standard) 10228;

1.1.29. "indirect re-stow" means the movement of a container from a position on a vessel to another position on the same vessel by means of container gantry crane, with the container being temporarily placed on the quay or elsewhere on the vessel before it is finally placed in the same or another position;

1.1.30. "late arrival container" means a container that arrives in the Terminal after the stack into which it is to be taken up has been closed. The acceptance of "late arrival" containers is at the discretion of the Terminal Operator and additional charges will be raised in respect of late arrival containers;

1.1.31. "load ready" means when a vessel is, in all aspects, ready to commence discharging and loading all containers in the import and export stacks respectively. The vessel may now be berthed to commence operations;

1.1.32. "non-cellular vessel" means a vessel which is not purposely built to carry only ISO standard containers but which may carry non-containerised cargo. Not all hatches into which containerised cargo will be loaded or discharged on this vessel will have vertical guide shafts although there may be some hatches which do;

1.1.33. "out of gauge container", or "abnormal container", or "OOG" means any container in or on which there is cargo, the dimensions of which cargo exceed any of the external dimensions of the container in or on which such cargo is carried, or any container which, whether by reason of damage thereto, or its design, size, mass or any other reason, cannot be handled by means of the standard container handling equipment employed by the Terminal Operator for the handling of containers, from time to time. The Terminal Operator may, in its sole discretion, refuse to handle such abnormal/out of gauge containers and, should the Terminal Operator handle such containers, it does so without accepting or incurring any liability to any party

for any loss of or damage to such container, any cargo in or on such container, or any other property whatsoever;

- 1.1.34. "operator code" refers to the internationally accepted three-character code assigned to each Customer/Vessel Operator. This code must be reflected on all bay plan information, and EDIFACT interchanges (or the mutually agreed standard adopted between the Parties);
- 1.1.35. "Party/Parties" mean(s) either the Terminal Operator or the Customer or both, as the context requires;
- 1.1.36. "Pilotage and berthing time" means two (2) hours;
- 1.1.37. "Reefer container" means any reefer container including reefer clip-on units, heated tanks and fantainers that move via the reefer area and require power connections;
- 1.1.38. "
- 1.1.39. "Stack dates" means the official dates advertised by the Terminal Operator during which export containers must be brought into the Terminal without incurring additional charges for early or late arrival at the Terminal;
- 1.1.40. "shut out containers" means those containers which, although taken into the stack for loading aboard the vessel, are in fact not loaded and remain in the stack due to the Customer's decision not to load all the containers which were originally intended for loading on the vessel concerned, either because the vessel is unable to accommodate the containers or for reasons other than maintaining schedule integrity;
- 1.1.41. "SOPCT" means these Standard Operating Procedures for Container Terminals;
- 1.1.42. "technical data" in Clause 2.2.1 below means the information required in the forms annexed hereto marked SOPCT Appendix "A" and SOPCT Appendix "B";
- 1.1.43. "Terminal Operator" means Durban Gateway Terminal (Pty) Ltd, (REGISTRATION NO: 2025/929823/07);
- 1.1.44. "Terminal" or "Terminals" or "Container Terminal" means in relation to the Port of Durban: the Container Terminal located at DGT Berths 108 to 205;
- 1.1.45. "TEU" means a twenty foot equivalent unit which is a reference to the dimensions of a container twenty feet long by eight feet wide by eight feet six inches high, or twenty feet long by eight feet wide by nine feet six inches high;
- 1.1.46. "Transhipment container" means any container in respect of which both landing

and shipping movements occur at the same terminal. Without exception only those containers identified as transhipment containers in the ICL or EDI submitted in respect of such containers prior to their handling, will qualify and be charged as transhipment containers. Any subsequent change in the transhipment status will result in the container being treated as a normal import container from the time of landing, for billing purposes. Where either the landing or shipment takes place at any other terminal within the Port, the container so landed or shipped will not be regarded as a transhipment container unless the Terminal Operator agrees to consider as transhipment prior to landing;

1.1.47. "The Vessel Operator" means the party appointed by the Customer to be responsible for the nomination of the vessel in terms of the provisions of SOPCT Appendix "A" and under whose control the vessel is on its arrival at the relevant Terminal. Where no vessel operator is mentioned the Customer is deemed to be the vessel operator;

1.1.48. "Terminal Operating System" means, as the case may be, the NAVIS Terminal Operating System;

1.1.49. "TNPA" means Transnet National Ports Authority, an operating division of Transnet SOC Ltd; Who owns the Port Infrastructure and provides Marine Services to Maritime Vessels this is mentioned in clause 2.2

1.1.50. "VAT" means Value Added Tax, which will be charged at the standard rate applicable at the time the service was rendered by the Terminal Operator;

1.2. Unless inconsistent with the context, an expression which denotes:

1.2.1. the singular includes the plural, and vice versa;

1.2.2. any gender includes the other gender;

1.2.3. a natural person includes an artificial person, and vice versa.

1.3. All definitions, terms and conditions contained in the STC apply to these SOPCT unless otherwise provided herein.

1.4. These SOPCT are in all respects governed by the law of the Republic of South Africa and any claim by any Party against the other which in any manner arises out of or pertains to these procedures, whether based in contract or delict or on any other cause of action whatsoever, must be determined in accordance with the law of the Republic South Africa.

- 1.5. The headings and sub-headings of these SOPCT are inserted for convenience only and are not relevant for the purpose of interpretation and where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6. These SOPCT and appendices hereto, the STC and appendices thereto and/or the Terminal Operator's Tariff Book and any other commercial agreement between the Parties, if applicable, constitute the entire agreement between the Parties in regard to any aspect, matter or thing referred to herein or which arises out of or relates to such matters as are referred to, and is/are the sole and exclusive memorial thereof. Save and except for what is stated herein.
- 1.7. No addition to, subtraction from, amendment of or variation to these SOPCT at the instance of the Customer is of any force or effect unless it is in writing and signed by the Parties. Notwithstanding the provisions of this Clause 1.7, the Terminal Operator has the right, in its sole discretion, to amend these SOPCT as and when it deems it necessary and such amendment will be binding on the Customer.
- 1.8. No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other (indulgent Party) in respect of the performance of any obligation or the enforcement of any right arising from this Agreement, may be construed to be an implied consent by the indulgent Party or to operate as a waiver or a novation of, or otherwise affect, any of that Party's rights in terms of or arising from these SOPCT or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision hereof by the defaulting Party.
- 1.9. Documents (other than electronic mail and telefaxes which are an accepted means of communication) referred to in these SOPCT may be transmitted and/or provided in electronic form, provided that at the time of such provision or transmission the Terminal Operator and the Customer must have concluded a written Electronic Data Interchange Agreement which is SOPCT Appendix "G".
- 1.10. Each and every undertaking contained herein is capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of these SOPCT should it adjudge any particular undertaking(s) or portions thereof to be invalid.

2. PRE-BERTHING OBLIGATIONS OF THE CUSTOMER TO THE TERMINAL OPERATOR

2.1. Documentation Required for First Call at a South African Port

- 2.1.1. Where a Customer intends to call at a South African Port for the first time, the Customer must complete and submit SOPCT Appendix "I" to

tptnationalplanning@transnet.net at least twenty one (21) days prior to the first vessel calling. Such Customer will be permitted to release import containers on the NAVIS system only if it is, or is represented by, a Container Operator who is approved by SARS. A copy of the SARS approval in respect of the Container Operator intended to be used by the Customer must be submitted simultaneously with SOPCT Appendix "I".

2.2. Provision of Service Information at least Twenty One (21) Days Prior to First Vessel Arrival.

At least twenty one (21) days before the first occasion on which a particular vessel of a Customer calls at any Terminal governed by these SOPCT, or within forty-eight (48) hours of the commencement of these SOPCT, whichever is the later, or by such later date as is permitted by the Terminal Operator, the Customer must provide the Terminal Operator with:

- 2.2.1. the number of vessels in the Customer's service, the names of those vessels and the technical data of those vessels intended to call at the Terminal;
- 2.2.2. the standard port rotation of the Customer's service, the intended frequency and day of calls at the Terminal, with expected range of container exchanges per call;
- 2.2.3. details of the owner, the charterer or disponent owner of each vessel, where available;
- 2.2.4. name, telephone, facsimile and after hours, weekend and public holiday contact details for:
 - 2.2.4.1. the Customer's general agent in South Africa;
 - 2.2.4.2. the Customer's local agent at Durban, Ngqura, Port Elizabeth and Cape Town;
 - 2.2.4.3. the office in charge of ship planning/scheduling;
 - 2.2.4.4. the office in charge of loading/discharging instructions;
 - 2.2.4.5. full details of the entity to whom accounts should be addressed, the address of that entity, the person for whose attention accounts should be addressed within that entity and the relevant VAT number and, if different, the same details in respect of the accounts queries.

2.3. Twenty One (21) Days Prior to Arrival of Each Vessel

At least twenty one (21) days prior to the estimated time of arrival of the Customer's vessel in respect of each and every proposed call of the vessel at the Terminal or by such later

date as is permitted by the Terminal Operator, the Customer must provide the Terminal Operator with the following information on the form which appears as SOPCT Appendix "A" hereto:

- 2.3.1. the name of the Service and/or Line and/or owner;
- 2.3.2. the name of the vessel;
- 2.3.3. the name of the Vessel Operator;
- 2.3.4. the vessel length and beam;
- 2.3.5. the type of vessel (geared cellular; geared non-cellular; gearless cellular; gearless non-cellular);
- 2.3.6. the vessel's radio call sign;
- 2.3.7. details of the vessel's gross registered tonnage;
- 2.3.8. the IMO number of the vessel;
- 2.3.9. The list of co-loaders in conjunction with the list of voyage numbers (if different from the master operator's voyage number); and
- 2.3.10. Confirmation if vessel will require daylight berthing due to IMCO class containers

2.4. Fourteen (14) Days Prior to Arrival

- 2.4.1. At least fourteen (14) days prior to the estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, or by such later date as is permitted by the Terminal Operator, the Customer must officially nominate the vessel to call at that Terminal by submitting a duly completed form as appears as SOPCT Appendix "A" hereto. This nomination must include advice of any co-loaders permitted on the vessel.
- 2.4.2. At least fourteen (14) days prior to the revised estimated time of arrival of the Customer's vessel in respect of each and every proposed call of the vessel at the Terminal or by such later date as is permitted by the Terminal Operator, the Customer must provide the Terminal Operator with any amendments to the information provided in terms Clause 2.4.1 above and, in respect of any transhipment cargo, the name of the loading or discharging service, whichever may be appropriate.
- 2.4.3. The Customer must thereafter, on a continuing basis, provide the Terminal Operator with any amendments to the information provided in terms of Clause

2.4.1 above, on each occasion and as soon as is reasonably possible after the Customer becomes aware of such amendment.

- 2.4.4. The voyage number or code in respect of the vessel, being the unique voyage indication code, must be used for reference in all documentation and message interchanges.
- 2.4.5. The current port rotation of the Customer's service and, if different, the rotation of ports in respect of the vessel concerned must include the stowage port of destination, if different from the final destination.
- 2.4.6. At least fourteen (14) days before the estimated date of arrival of the vessel at the Terminal, the expected number of containers to be discharged from the vessel and the expected number of containers to be loaded aboard the vessel must be provided to the Terminal Operator by or on behalf of the Customer.

2.5. **Seven (7) Days Prior to Arrival**

- 2.5.1. At least seven (7) days prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, or by such later date as is permitted by the Terminal Operator, the Customer must provide the Terminal Operator with the information specified in Clause 2.5.3 below, which must be set out on the daily update form as set out in SOPCT Appendix "C" hereto.
- 2.5.2. The information required in terms of this Clause 2.5 must be provided before 09h00 on a daily basis, regardless of whether there have been any amendments to the information previously supplied or not, and must be transmitted daily:
 - 2.5.2.1. in respect of the Durban Gateway Terminal, by e-mail to TPTnationalplanning@transnet.net and DGT (e-mail Clinton.Pillay2@transnet.net);
- 2.5.3. The information to be supplied in terms of this Clause 2.5 is the following
 - 2.5.3.1. the name of the service and/or line and/or owner;
 - 2.5.3.2. the name of the vessel;
 - 2.5.3.3. the vessel's bay-plan layout, showing details of placement of vessels superstructure, cranes and each bay on a bay row tier basis, the maximum permissible pile weights per bay (deck and under-deck), the length of the vessel and the bunker point in relation to the length of the vessel and the vessel's radio call-sign;

- 2.5.3.4. the voyage number or code in respect of the vessel, being the unique voyage indication code that must be used for reference in all documentation and message interchanges;
- 2.5.3.5. the rotation of ports in respect of that voyage;
- 2.5.3.6. the estimated date and time of arrival of the vessel at the Port;
- 2.5.3.7. the estimated number of containers intended to be loaded at the Terminal – accurate to within twenty five percent (25%) of the number actually loaded. Deviations exceeding these tolerances (positive or negative) may result in the Terminal invoking a penalty tariff (a full terminal handling charge for every container by which the deviation is exceeded) at the ratio of 6M and 12M containers handled on the vessel;
- 2.5.3.8. the estimated number of containers to be discharged at the Terminal – accurate to within ten percent (10%) of the number actually discharged and in respect of containers to be transhipped, together with either the vessel name and voyage number for on-carriage, or the name of the on-carrier Line Service and the estimated number of containers for transhipment to that Line Service. Deviations exceeding these tolerances (positive or negative) may result in the Terminal invoking a penalty tariff (a full terminal handling charge for every container by which the deviation is exceeded) at the ratio of 6M and 12M containers handled on the vessel.

2.6. From Seven (7) Days Prior to Arrival – daily until vessel arrival

From the date by which the information in Clause 2.5 above is to be provided the Customer must provide the Terminal Operator with any changes to information provided in terms of that sub-clause as soon as is reasonably possible after the Customer has knowledge of such changes, and in so doing must provide all the information required in terms of Clause 2.5 above, save for the vessel's layout bay-plan and confirmation of ISPS Code clearance.

2.7. Three (3) Days Prior to Arrival

- 2.7.1. At least three (3) days prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must provide the Terminal Operator with:
 - 2.7.1.1. the name of the Service and/or Line and/or owner;
 - 2.7.1.2. the name of the vessel;

- 2.7.1.3. the voyage number or code in respect of the vessel, being the unique voyage indication code that must be used for reference in all documentation and message interchanges;
- 2.7.1.4. the revised estimated date and time of arrival of the vessel at the Port;
- 2.7.1.5. the number and type of containers intended to be loaded at the Terminal, their weights, whether they contain IMDG cargo, are reefer containers, are out of gauge or abnormal, or any other differences from a general purpose container and their discharge ports; accurate to within 10% (ten percent) of the number actually loaded;
- 2.7.1.6. the number and types of containers to be discharged at the Terminal accurate to within five percent (5%) of the actual number discharged and, in respect of such containers, a signed copy of the import container list or an electronic COPRAR message complying with the EDIFACT standards or any other standard format as mutually agreed to in writing by the parties, reflecting all containers to be discharged from the vessel at the Terminal which will have customs clearance effected at that Port other than those loaded at ports with a usual sailing time to the Port of less than seventy two (72) hours;
- 2.7.1.7. a further copy of that part of the import container list or an electronic COPRAR message complying with the EDIFACT standards or any other standard format as mutually agreed to in writing by the parties, referred to in Clause 2.7.1.6 above, dealing with transhipment cargo clearly marked as being in respect of transhipment cargo and uniquely referenced with a reference number prefixed by the Terminal Operator code and numbered sequentially and split per on-carrying vessel and voyage reflecting the discharge port in respect of that on-carriage and the other details referred to in Clause 2.7.1.6 above;
- 2.7.1.8. a further copy of that part of the import container list or electronic COPRAR message complying with the EDIFACT standards or any other standard format as mutually agreed to in writing by the parties, referred to in Clause 2.7.1.6 dealing with cargo which is destined for on-carriage by rail to a recognised inland container terminal and manifested for customs clearance at that inland terminal clearly marked as being in respect of rail cargo, uniquely referenced with a reference number prefixed by the Terminal Operator code and numbered sequentially and

split per inland terminal including the other details referred to in Clause 2.7.1.6 above. A valid rail account number must be clearly endorsed on the rail portion of the list.

- 2.7.2. The import container list referred to in Clause 2.7.1.6 above must be uniquely referenced with a reference number prefixed by the Vessel Operator code and must be numbered sequentially, split per final destination, Full Container Load (FCL), Less than Container Load (LCL), and Empty and must contain details of:
 - 2.7.2.1. final destination;
 - 2.7.2.2. container number;
 - 2.7.2.3. loading port;
 - 2.7.2.4. discharge port;
 - 2.7.2.5. container size and ISO size/type code;
 - 2.7.2.6. whether the container is an operational reefer container and, if so, the set temperature in degrees centigrade (0C);
 - 2.7.2.7. the IMDG class and the United Nations number in respect of IMDG cargo;
 - 2.7.2.8. out of gauge dimensions in respect of all out of gauge cargo; and
 - 2.7.2.9. the stowage position (Bay, Row, Tier) of each container on board the vessel which is to be discharged, or re-stowed at that port.
- 2.7.3. If the on-carrying vessel is not known, the list must be split per final port of destination and reflect the expected Line Service that the containers will be loaded on. In the absence of the transhipment information referred to in Clause 2.7.1.7 being submitted, the containers will be reflected as imports and exports and billed as such.
- 2.7.4. No reefer cargo or out of gauge cargo may be listed for delivery by rail to an inland terminal. Any such cargo must be included in the section of the Import Container List that is for customs clearance at the relevant port and on-carriage by rail may only take place once a valid rail instruction has been processed.
- 2.7.5. The Vessel Operator is responsible for ensuring that all co-loaders on the vessel have complied with all of the requirements pertaining to the timing of the submission of import, transhipment and rail lists as well as the format and content of those lists.

2.8. **Stack Opening and Closing**

- 2.8.1. The Customer must ensure that all export containers other than transhipment containers and those for which late arrival status has been granted by the Terminal Operator are delivered to the Terminal Operator during the stack period allocated by the Terminal Operator in respect of each and every proposed call of the vessel at the Terminal.
- 2.8.2. Containers arriving earlier than the stack opening may be accepted at the Terminal Operator's discretion. Early arrival charges will be applicable for containers arriving before stack opening. Application for a container to arrive early must be made by the Container Operator to Space Planning office of the Terminal Operator on the electronic application form which appears as SOPCT Appendix "D" hereto, the day prior to the container arriving in the Terminal.
- 2.8.3. If the container contains IMDG cargo, the Customer must ensure that an IMDG packing declaration in respect of such containers which are considered to be IMDG in terms of the International Maritime Dangerous Goods Code must accompany the container into the Terminal.
- 2.8.4. If containers are railed into the Terminal, and without derogating in any way from the Customer's obligations in terms of Clause 2.8.3 above, the Terminal Operator will obtain the IMDG packing declaration from Transnet Freight Rail.
- 2.8.5. The Terminal Operator will only accept late arrival containers if application for such acceptance is made by the Customer prior to stack closing and the acceptance thereof will in no way impact negatively on the Terminal efficiencies. The electronic application form which appears as SOPCT Appendix "E" must be completed in full by the Customer and submitted, by electronic mail along with the CTO for hazardous containers and OOG cargo to be stamped by the Terminal Operator or via the Terminal Operating System. If a Container Operator, who is not also the Vessel Operator, requires the late arrival of a container(s), the electronic late arrival application form must be stamped by both the Vessel Operator and the Container Operator. The late arrival containers must be delivered to the Terminal within the time determined by the Terminal Operator and will incur the applicable late arrival charges.
- 2.8.6. Amendments to documentation for containers already in the Terminal and which documentation is presented to the Terminal Operator after stack closing will incur a late documentation fee. The acceptance of such an amendment to documentation is at the Terminal Operator's discretion. Customers are not permitted to make amendments by means of EDI or Web Access to NAVIS to

documentation relating to containers already in the Terminal. Any amendment to documentation relating to a container already in the Terminal must be submitted to the Terminal Operator using the electronic amendment form which appears as SOPCT Appendix "J".

2.8.7. The following documents are required when a transhipment unit is being changed to an import:

- Official DGT Amendment Form
- Official DGT Ex-stack CTO (CTOs are only applicable in the case of OOG cargo, Hazardous containers)
- SARS SAD 500 form (obtained from SARS)

The units will not be amended if these documents are not submitted to the Terminal.

2.9. **Twenty-Four (24) Hours Prior To Stack Opening**

The Customer must supply the Terminal Operator with a stack forecast based on the full breakdown of the expected loading plan on the vessel. This stack forecast must be based on the number of cranes which will be deployed on the vessel and must be submitted per container size, per port, per mass category for each crane to enable the Terminal Operator to lay out the stack in a manner which will facilitate productivity when loading the vessel.

2.10. **One (1) Day Prior to Arrival**

2.10.1. If a stack has been set to close twenty-four (24) hours before vessel arrival, the Customer must check and confirm that all the containers which are stacked in the Terminal are to be loaded onto a specific vessel.

2.10.2. The confirmation in Clause 2.10.1 above and any amendments thereto must be accompanied by the stowage instructions and any other special loading instructions and must be submitted to the Terminal Operator within six (6) hours of stack closing.

2.10.3. At least one (1) day prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must provide the Terminal Operator with:

- 2.10.3.1. the name of the Service and/or Line and/or owner;
- 2.10.3.2. the name of the vessel;

- 2.10.3.3. the voyage number or code in respect of the vessel, being the unique voyage indication code that must be used for reference in all documentation and message interchanges;
- 2.10.3.4. the revised estimated date and time of arrival of the vessel at the Port;
- 2.10.3.5. a list of the number and type of containers intended to be loaded at the Terminal and, in respect of each container to be loaded, to be submitted either by means of a CTO for hazardous containers and OOG cargo or applicable EDI message or via the on-line web booking facility:
 - 2.10.3.5.1. the container number and the booking reference number;
 - 2.10.3.5.2. the size, type and gross verified weight of the container;
 - 2.10.3.5.3. the operator code of the container operator under whose control the container is being shipped;
 - 2.10.3.5.4. the destination of the container;
 - 2.10.3.5.5. if a container is out of gauge or abnormal, the dimensions of the container and cargo taken together and the relevant CTO must be marked clearly with a green cross from corner to corner or the applicable EDI message in respect hereof must be sent to the Terminal Operator, the dimensions of such abnormal / out of gauge container must be entered into the Operating System using the export booking screen;
 - 2.10.3.5.6. if the container contains IMDG cargo, the IMDG Classification and UN number for the cargo; and the relevant CTO must be marked clearly with a red cross from corner to corner or the applicable EDI message in respect hereof must be sent to the Terminal Operator, the container must be reflected as IMDG together with the IMDG and UN number which must be entered into the Operating System using the export booking screen;
 - 2.10.3.5.7. if a container is a reefer container, the type of cargo contained within, the set point temperature in degrees centigrade (0C) at which the container must be kept, and the relevant CTO must be marked clearly with a blue cross from

corner to corner or the applicable EDI message in respect hereof must be sent to the Terminal Operator, the container must be reflected as a reefer together with the set point temperature in degrees centigrade (0C) at which the container must be kept must be entered in the export booking screen;

- 2.10.3.5.8. any special road or rail receipt requirements in respect thereof;
- 2.10.3.6. the number and types of containers to be discharged at the Terminal, an accurate arrival stowage plan on a bay, row and tier basis and, in respect of each container to be discharged or re-stowed:
 - 2.10.3.6.1. the container number;
 - 2.10.3.6.2. the size, type and gross weight of the container;
 - 2.10.3.6.3. the port at which the container was loaded;
 - 2.10.3.6.4. the destination of the container;
 - 2.10.3.6.5. the Terminal Operator Code of the container operator;
 - 2.10.3.6.6. in the event of the container being out of gauge, the dimensions of the container and cargo taken together;
 - 2.10.3.6.7. in the event of the container containing IMDG cargo, the IMDG Classification and UN number for the cargo;
 - 2.10.3.6.8. in the event of the container being a reefer container, the set point temperature in degrees centigrade (0C) at which the container must be kept.
- 2.10.3.7. At least one (1) day prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must also provide the Terminal Operator with signed copies of import container lists or an electronic COPRAR message complying with the EDIFACT standards or any other standard format as may be mutually agreed in writing by the parties, as required in terms of Clauses 2.7.1.6, 2.7.1.7, 2.7.1.8, 2.7.3 and 2.7.4 in respect of all containers to be discharged from the vessel at the Terminal which were loaded at ports with a usual sailing

time to the Terminal of less than seventy two (72) hours, but greater than twenty four (24) hours.

2.11. Eighteen Hours (18) Prior to Arrival

- 2.11.1. If a stack has been set to close eighteen (18) hours before vessel arrival, the Customer must check and confirm that all containers which are stacked in the Terminal are to be loaded onto a specific vessel.
- 2.11.2. The confirmation in Clause 2.11.1 and any amendments thereto must be accompanied by the stowage instructions and any other special loading instructions and must be submitted to the Terminal Operator within six (6) hours of stack closing.

2.12. Twelve Hours (12) Prior to Arrival

- 2.12.1. If a stack has been set to close twelve (12) hours before vessel arrival, the Customer must check and confirm that all the containers which are stacked in the Terminal are to be loaded onto a specific vessel.
- 2.12.2. The confirmation in Clause 2.12.1 and any amendments thereto must be accompanied by the stowage instructions and any other loading instructions and must be submitted to the Terminal Operator within six (6) hours of stack closing.
- 2.12.3. At least twelve (12) hours prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must provide the Terminal Operator with an electronic COPRAR message complying with the EDIFACT standards or any other standard format as mutually agreed to in writing by the parties, as required in terms of Clauses 2.7.1.6, 2.7.1.7, 2.7.1.8, 2.7.3 and 2.7.4 above in respect of all containers to be discharged from the vessel at the Terminal, which were loaded at ports with a usual sailing time to the Port in which the Terminal is situated of less than twenty four (24) hours, but greater than twelve (12) hours.
- 2.12.4. At least twelve (12) hours prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must deliver to the Terminal Operator all containers to be loaded onto that vessel that have been granted late arrival status by the Terminal Operator, unless the Terminal Operator has granted a later arrival time for such containers, in which case the containers must be delivered to the Terminal by the time mutually agreed to by the parties.
- 2.12.5. The Customer must supply the Terminal Operator with a comprehensive list of any

containers requiring re-stowage on the vessel. Such list must reflect the current stowage position and the intended stowage position, after completion of loading of the vessel. In the case of operational reefer containers requiring indirect re-stowage, the list must reflect the fact that the container in question is an operational reefer, as well as the required temperature setting in degrees Centigrade (0C) for monitoring purposes. In the case of an out-of-gauge or abnormal container requiring re-stowage, the list must reflect the out-of-gauge dimensions of such container.

2.13. Six (6) Hours Prior to Arrival

- 2.13.1. If a stack has been set to close six (6) hours before vessel arrival, the Customer must check and confirm that all the containers which are stacked in the Terminal are to be loaded onto a specific vessel.
- 2.13.2. The confirmation in Clause 2.13.1 and any amendments thereto must be accompanied by the stowage instructions and any other special loading instructions and must be submitted to the Terminal Operator within six (6) hours of stack closing.
- 2.13.3. Not less than six (6) hours prior to the revised estimated time of arrival of the Customer's vessel, in respect of each and every proposed call of the vessel at the Terminal, the Customer must provide the Terminal Operator with an electronic COPRAR message complying with the EDIFACT standards or any other standard format as mutually agreed to in writing by the parties, as required in terms of Clauses 2.7.1.6, 2.7.1.7, 2.7.1.8, 2.7.3 and 2.7.4 above in respect of all containers to be discharged from the vessel at the Terminal which were loaded at ports with a usual sailing time to the Port of less than twelve (12) hours.

2.14. Vessel Arrival:

- 2.14.1. If a stack has been set to close twelve (12) hours before vessel commences loading, the Customer must check and confirm that all the containers which are stacked in the Terminal are to be loaded onto a specific vessel.
- 2.14.2. The confirmation in Clause 2.14.1 and any amendments thereto must be accompanied by the stowage instructions and any other special loading instructions and must be submitted to the Terminal Operator within six (6) hours of stack closing.
- 2.14.3. The Customer shall be responsible for all and any costs associated with any acts or omissions of the pilot relating to the arrival or departure of the vessel.

2.15. Twelve (12) Hours Prior to Completion of Loading

- 2.15.1. The Customer must check and confirm that the approved late arrival containers which are stacked in the Terminal are to be loaded onto a specific vessel.
- 2.15.2. The confirmation in Clause 2.15.1 must be accompanied by the revised stowage instructions for these late arrival containers. Stowage instructions for late arrival containers may not impact on the already planned working of the vessel. Late Arrival stowage instructions must allow the container gantries to make a single pass over the vessel to load these late arrival containers last. Stowage instructions which leave open stowage positions under deck to allow for the loading of late arrivals will not be accepted by the Terminal Operator.
- 2.15.3. The Customer must carry out the obligations imposed on it in Clause 2.15.2 above at least ten (10) hours prior to the estimated time of completion of the loading originally planned for the Customer's vessel at the Terminal, in respect of each and every call above such list, whichever is the later.

2.16. Seventy-Two (72) hours After Completion of Discharge

- 2.16.1. Within seventy-two (72) hours of the discharge of each container from the vessel, in respect of each and every call of the vessel at the Terminal, the Customer or the Container Operator must provide the Terminal Operator with delivery instructions in respect of all containers to be discharged and must, in respect of containers containing any cargo not cleared by the Customs Authorities provide instructions for delivery in bond and, in respect of containers containing all cleared cargo, must provide delivery instructions.
- 2.16.2. The onus remains on the Customer or Container Operator to ensure that the container and cargo is released by Customs Authorities before delivery is effected, unless released in bond to a depot licenced by Customs Authorities. In respect of release messages for imports and pre-advice for exports, the Customer is assumed to have the requisite clearance from the customs authority.
- 2.16.3. Import containers which have not been customs cleared (including consignments which have been stopped by any Government Department) or for which removal orders have not been presented to the carrier, must be removed from the Terminal as an overstay on the third day of the free storage period. All containers remaining in the Terminal after the expiry of the free storage period as determined by the

Terminal Operator, will incur storage charges at the applicable rate, regardless of the reason why such containers remain in the Terminal.

- 2.16.4. Should the Customer or Container Operator fail to provide delivery instructions in respect of import containers within seventy-two (72) hours after their discharge from a vessel, the Terminal Operator may arrange for the removal and storage of such containers, in bond, to a South African Revenue Services licenced Container Depot (if applicable) or to any recognized Container Depot, and such removal and storage of such containers is entirely at the risk and expense of the Customer or Container Operator, and the Terminal Operator incurs no liability whatsoever in respect of any loss or damage suffered by the Customer or Container Operator or any third party which may arise from or in connection with such removal and/or storage of such containers.
- 2.16.5. The Terminal Operator has the right to enforce any right of retention howsoever arising it may have over the Customer's goods on the Terminal premises.
- 2.16.6. The Customer must ensure that a seal is affixed to each and every container that enters or leaves the Terminal. The Terminal Operator is not responsible for the verification, checking or capturing of the seal numbers and/or checking that the container is sealed and the Customer is solely responsible for ensuring that the container is sealed. If, for any reason, the Terminal Operator notes the number or condition of a container seal, the Customer is not entitled to rely on the number or information concerning the condition of the seal as noted by the Terminal Operator for any purpose whatsoever, including, but not limited to, the making of any claim against the Terminal Operator. Any container found in the terminal without seals must be moved to the claims area or a designated area as defined by the Terminal Operator to be resealed. . All relevant costs will apply.
- 2.16.7. In addition to Clause 2.16.6 above, the Terminal Operator does not give any undertakings or assurances of any nature whatsoever, that the seals of any containers have or will not be tampered with, whether inside or outside the Terminal. If the Customer should note a container seal which appears to have been damaged or tampered with, they may report this to the Terminal Operator and such claim will be dealt with accordingly. In the event that a seal for any reason is required to be replaced or changed in the terminal it shall follow a recordal process and the customer will be duly informed thereof. No liability in respect of seals being changed or replaced will attach to the Terminal operator for any reason.

3. BERTH AND STACK PLANNING

- 3.1. As soon as the Customer provides the Terminal Operator with all the berth planning information in respect of one of the Customer's vessels, and provided that a seven (7) day ETA notification has been provided for the vessel concerned, the Terminal Operator will allocate the Customer a suitable berth at the Terminal to accommodate the vessel concerned and stack dates for the vessel will be planned accordingly.
- 3.2. Unless otherwise provided for in the applicable commercial agreement, Berth Planning is done on a first-planned, first served, basis taking berth suitability and terminal efficiencies into account. It remains at the discretion of the Terminal Operator to deviate from the above when it is in the Terminal Operators interest to do so.
- 3.3. The stack dates allocated by the Terminal Operator in any event do not open more than one hundred and twenty (120) hours prior to the seven (7) day ETA provided for the vessel concerned and close not later than twelve (12) hours prior to the planned commencement of loading on the vessel, unless jointly agreed between the Terminal Operator and the Customer.
- 3.4. The Terminal Operator will allocate such stack dates within forty eight (48) hours of the provision by or on behalf of the Customer of the seven (7) day ETA notification in respect of the vessel concerned.
- 3.5. Where containers are taken up in the export stack and the vessel arrives more than forty eight (48) hours from the firm stack closing date/time a daily storage fee is payable in respect of such containers from the date the stack closed until the date that the vessel arrives, or in the event that a vessel makes more than one call at a Terminal during the same port call, the date when the vessel is load ready. If a vessel arrives more than forty eight (48) hours from the firm stack closing date/time as a result of Force Majeure Events, the Customer may make application for the storage charges to be waived. All such applications must be sent to Terminal Planning using the SOPCT Appendix "H". Such applications must be made prior to the arrival of the vessel and must be accompanied by proof of the Force Majeure Event which prevented the vessel from arriving timeously. Nothing contained in this Clause 3.5 will be construed as obliging the Terminal Operator to waive any storage charges incurred in terms hereof.
- 3.6. Commencing on the day after that on which the Customer provides the Terminal Operator with all the berth planning information in respect of one of the Customer's vessels, and provided that a seven (7) day ETA notification in respect of that vessel has been provided, the Terminal Operator will make available on a daily basis to the Customer, a berth plan reflecting the berth allocated in terms of Clause 3.1.

- 3.7. If the Customer's vessel's time of arrival is subsequently revised to later than six (6) hours after the seven (7) day ETA referred to in Clause 3.1, and the vessel's planned time at the allocated berth as run from that revised time of arrival does not overlap with a period of time already allocated to another vessel, the Customer's vessel will whenever possible be allocated the same berth from the revised estimated time of arrival.
- 3.8. If the Customer's vessel's time of arrival is subsequently revised to later than six (6) hours after the seven (7) day ETA referred to in Clause 3.1 and the vessel's planned time at the allocated berth, as run from that revised time of arrival, overlaps with a period of time already allocated to another vessel, the Customer's vessel will be allocated the next available berthing time at a suitable berth on the berth plan, as updated at that time, after the vessel's revised estimated time of arrival, and the berths will be re-planned accordingly.
- 3.9. Such next available berthing time as is referred to in Clause 3.8 above may, at the discretion of the Terminal Operator, be broken in time (i.e. non-continuous) and/or at more than one suitable berth. In such event the Customer must pay shifting costs as well as the cost of relocating export containers to the correct area of the Terminal.
- 3.10. If the revised time of arrival is earlier than the seven (7) day ETA provided to the Terminal Operator, the vessel concerned will retain the original planned berthing time unless an earlier suitable berthing time, closer to the revised time of arrival, is available. In such event the earlier berthing slot will be allocated. Vessel delays will be calculated from the actual arrival or the seven (7) day ETA, whichever is later. Terminal delays will be calculated from the planned berthing time according to the seven (7) day ETA, until the actual time of berthing, unless the vessel arrives more than six (6) hours after the seven (7) day ETA in which case no Terminal delay will be recorded.
- 3.11. All information on berth plans issued by the Terminal Operator is given without any guarantee, and at the Terminal Operator's best estimate.
- 3.12. Once the Terminal Operator has supplied the load plan to the Vessel Operator, the Vessel Operator must respond within 2 hours of receipt thereof, either approving or adjusting the load plan. If a vessel is a straight loader (that is being a minimal discharge of 0 – 100 containers) then the Terminal Operator will not berth the vessel until the load plan has been approved.
- 3.13. The Terminal Operator has a procedure whereby, in respect of all import containers which are to be transported by road, the Customer will be required to appoint and advise the Terminal Operator of the transporter who will uplift the import containers, prior to the vessel commencing working. Should the Customer fail to advise the Terminal Operator as required, a penalty (as determined in the Terminal Operator's Tariff Book) may be imposed. This

procedure will be implemented in a phased-in approach and the Customer will be advised once the procedure becomes mandatory at the Terminal.

4. STEVEDORING

- 4.1. Stevedoring activities on board the Customer's vessels are performed by licenced stevedores contracted by the Terminal Operator and the Terminal Operator may at its sole discretion allocate stevedores from its list of approved service providers to the Customer. Such stevedoring activities will include the following:
 - 4.1.1. securing, un-securing, removing or replacement of lashing devices such as clamps, stacking cones, twist locks, chains, wires, rods and similar devices; and
 - 4.1.2. un-securing and securing hatch lids, provided that if any legislation or regulations are enacted preventing stevedores from handling hatch covers with ship cranes, the removal of such hatch covers by ships cranes must be carried out by the vessel's crew. The Customer must ensure that the vessel crew is aware of this responsibility and that such crew is available at all times to carry out timeously the removal and replacement of hatch covers with ships cranes.
- 4.2. The Customer must provide at its own cost all materials necessary for securing containers and/or other cargo on board the vessel. The Terminal Operator is not responsible for the security of any lashing materials which may be left by the Customer or its agents or independent contractors at the Terminal from time to time.
- 4.3. The Customer must ensure that sufficient lashing materials (clamps, twist-locks, stacking cones, bridge-fittings, lashing bars, chains, bottle-screws) are available to adequately secure the cargo that is intended to be loaded on board the vessel. Such lashing materials will be made available to the stevedores as and when required and without causing any delay to the working of the vessel. The Terminal Operator will not be held liable for any damages arising out of insufficient provision of lashing materials.
- 4.4. The Customer must ensure that suitable twist-lock bins are made available for the storage of twist-locks on the quayside during discharge and loading operations. Such twist-lock bins must be capable of being handled by means of a standard spreader on a container gantry crane.
- 4.5. The Terminal Operator accepts no liability for injury or damage to property or for any damages, claims, costs and proceedings in respect thereof, arising out of faulty or defective rigging, winches, derricks, cranes, ramps, elevators or other equipment forming part of the equipment of vessels owned, chartered, operated or controlled by the Customer. In the

event of any injury, loss or damage occurring, the Terminal Operator must notify the vessel's Master or officer on duty verbally, and in writing where possible, before the vessel sails.

- 4.6. The Customer's vessels must have accessible hatchways and container compartments so that containers may be discharged and loaded efficiently. Should labour be required to work below deck, the access to such compartments will be in accordance with requirements of the relevant regulations as issued from time to time by any lawful authority, or the Terminal Operator, as the case may be.
- 4.7. The stevedores must ensure that a minimum of two (2) bays per gantry are fully unashed on the vessel and the Customer must ensure that the vessel is in all other respects ready to commence work within one (1) hour of berthing.
- 4.8. Direct re-stows carried out on board the vessel using the ships cranes will be charged to the Customer at the rate applicable for stevedoring charges at that time.
- 4.9. Additional charges for stevedoring services will be applicable for any uncontainerised cargo handled on a vessel. The Customer must obtain a quotation for these charges from the Chief of Operations at the applicable terminal prior to the arrival of the vessel. It is incumbent on the Customer to provide full details including photographs of the uncontainerised cargo that is required to be handled.
- 4.10. The Master of the vessel must supply the stevedores with a full lashing plan for the vessel which will be signed off by the Master or his authorised representative once lashing is completed on the vessel.

5. ARRIVAL

- 5.1. If the Customer's vessel does not arrive within a period of six (6) hours after the seven (7) day ETA referred to in Clause 3.1 above and the vessel's planned time at the allocated berth has not been allocated to another vessel, and such planned time, as calculated from the actual time of arrival of the vessel, does not overlap with a period of time already allocated to another vessel on the same berth, the Customer's vessel will be allocated the same berth from the actual time of arrival.
- 5.2. If the Customer's vessel does not arrive within a period of six (6) hours after the 7 (seven) day ETA referred to in Clause 3.1 above and the vessel's planned time at the berth allocated has either been given away or, as calculated from the actual time of arrival, would overlap with a period of time already allocated to another vessel, the Customer's vessel will be allocated the next available berthing time at a suitable berth on the berth plan, as updated at that time, after the vessel's actual time of arrival and the berths re-planned accordingly.

- 5.3. Such next available berthing time as is referred to in Clause 5.2 above may, at the discretion of the Terminal Operator, be broken in time (non-continuous) and/or at more than one suitable berth. In such event, the Customer must pay shifting costs and the cost of relocating containers within the Terminal to the correct area of the Terminal.
- 5.4. The Customer must provide all containers with proper markings consisting of four (4) alpha characters and seven (7) numeric characters of which the last digit will be a check digit as determined by the standard modulus check for containers and which comply fully with accepted industry safety standards and international and local government regulations. The Customer alone is responsible for the accuracy of the marked capacity and for tare, gross and net weights appearing on, or declared for all, inbound containers discharged by the Terminal Operator. The Customer must ensure that the gross mass of the cargo packed into the container does not exceed the authorised gross mass for that container as defined by the International Convention for Safe Containers ("CSC") plate rating attached to the container.
- 5.5. The Terminal Operator may in its sole discretion, refuse to handle out-of-gauge or abnormal containers which do not comply with the standards or specifications of the International Standards Organisation, or which are over-height and over-length and where no or an incomplete safety file has been submitted by the Customer.
- 5.6. Should the Terminal Operator agree to handle any containers as contemplated in Clause 5.5 above it does so without accepting or incurring any liability to any party for any loss of or damage to such containers, any cargo in or on such containers, or to any other property whatsoever except in cases of negligence or wilful misconduct. The Customer hereby indemnifies and agrees to hold the Terminal Operator harmless against any seal of whatever nature, arising from or attributable to the handling by the Terminal Operator of such containers.
- 5.7. In the case of container operations other than those to, from and within cellular hatches, including hatches wherein the cell-guides are not in continuous smooth and uninterrupted lines, and in those cellular spaces where the lack of tolerance prohibits the normal operation of spreaders, whether the vessel be slightly listed at the time of operation, the Terminal Operator accepts no responsibility or liability for any damage occasioned and furthermore will hold the Customer responsible for any damage to container cranes, wires and spreaders thereof. The Customer must be consulted before container operations such as those referred to in this Clause 5.7 take place.
- 5.8. The Customer must ensure that the stowage of the vessel is planned in such a manner that allows the Terminal Operator to work at the agreed working rates. Where tandem lift cranes

are deployed, the Customer must endeavour to provide a vessel stow which is conducive to tandem lift working.

6. BERTHING

- 6.1. On completion of berthing of the Customer's vessels or as soon thereafter as is reasonably possible, the Customer must provide the Terminal Operator with packing declarations in respect of all cargo classified as IMDG which is to be discharged from the vessel concerned. If such packing declarations are not provided, the Terminal Operator reserves the right to leave such IMDG containers on board the vessel. If the relevant packing declarations have not been presented to the Terminal Operator within 12 hours of vessel completion, such IMDG containers will be unplanned and will remain on board the vessel. All TNPA regulations with respect to IMDG cargo are to be adhered to.
- 6.2. If IMDG cargo is subject to the provisions or regulations issued under the Explosives Act (No. 26 of 1956), a valid import permit or transit permit must have been issued by the Chief Inspector of Explosives and must have been submitted to the Terminal Operator before the container carrying such IMDG cargo may be discharged from the vessel. Containers containing IMDG cargo as intended in this Clause 6.2 must have a delivery instruction processed before being discharged from the vessel. No container containing cargo which is classified as explosive by the Chief Inspector of Explosives may be transported by road within the port area. All such cargo must be taken from the vessel directly to the rail terminal for onward carriage by rail to the explosives siding. All additional costs for railage will be borne by the Customer. In Ports where there are no explosives siding facilities available, Clause 6.3 will apply. In addition, all permits and authorisations required by the Harbour Master must be obtained prior to the vessel berthing.
- 6.3. Where a container containing IMDG cargo as contemplated in Clause 6.2 above is to be delivered by road, the haulier must be present to receive the cargo immediately when it is discharged from the vessel. In the case of delivery by rail, such container must, immediately when it is discharged from the vessel, be taken directly to the rail terminal and loaded. All additional costs for railage will be borne by the Customer. Should either of the above procedures not be capable of being executed, such container will not be discharged from the vessel and any charges for crane standby resulting from this will be for the account of the Customer.
- 6.4. Vessels may not take bunkers while on the berth unless the Terminal Operator, in its sole discretion, has granted permission thereof. Where such permission is granted, the Customer must ensure that the taking of bunkers in no way affects container-handling operations. All

bunkering operations must be completed within the period during which container operations take place. Vessels will not be permitted to complete bunkering operations after completion of the container-handling operation and should this be necessary the Customer must move the vessel to an alternate berth in the Port to complete bunkering operations. Such shifting of the vessel will be at the Customer's cost. Should the Terminal Operator, after the completion of container working, be in a position to allow bunkering operations to be completed on the same berth without it interfering with any other vessel which is planned to follow on that berth, the Terminal Operator must not withhold such permission unreasonably.

7. IMMOBILISATION OF VESSELS

- 7.1. The Master of the vessel must obtain the written approval of the Harbour Master to immobilise the main engine of a vessel alongside the Terminal.
- 7.2. Such written approval must thereafter be submitted to the Terminal Operator Compliancy Office for approval together with the duly signed application form which is attached hereto marked SOPCT Appendix "F".
- 7.3. The approval to immobilise a vessel alongside the Terminal is subject to the following terms and conditions:
 - 7.3.1. the Harbour Master and the Terminal Compliancy Office must have approved the immobilisation;
 - 7.3.2. the vessel must be fully mobile under her own power at least two (2) hours before completion of the container working.
- 7.4. If the vessel is not mobile under her own power at the time of completion of container working, the Customer will incur a penalty charge from the time of completion of the lashing until the vessel is removed from the berth.

8. COMPLETION OF CONTAINER WORKING

The Customer and the Terminal Compliance Control Office will jointly agree on a sailing time for the vessel which is no later than one (1) hour after the last container has been discharged or loaded on board the vessel and the container lashing has been completed. The agreed sailing time for the vessel will be communicated by the Terminal Operator to the Harbour Master and the Customer must do whatever is necessary to ensure that the vessel is removed from the berth within thirty (30) minutes of the agreed sailing time. Any delays encountered by the Harbour

Master due to the vessel not being ready to sail at the agreed time will incur marine detention charges as defined by the TNPA marine services. The Customer will be liable for the payment of these detention charges.

9. PRE-ADVICE FOR EXPORT CONTAINERS

- 9.1. Pre-Advice of export containers is mandatory at all Terminals.
- 9.2. The customer or its agents must submit the following mandatory information in the Pre-advice to the Terminal Operator:
 - 9.2.1. Verified Gross Mass ("VGM") Weight (kg); booking reference
 - 9.2.2. VGM Verifier; container number
 - 9.2.3. Method Selection; and seal number
 - 9.2.4. SAMSA Accreditation. Verified gross mass of the container weight in terms of the International Convention of the Safety of Life at Sea, enforced in South Africa via the Merchant Shipping Act (No.57 of 1951); and
 - 9.2.5. Voyage information populated by virtue of the booking reference
- 9.3. The Customer or its agent may submit the information required in Clause 9.2 above through the following channels which are offered by the Terminal Operator:
 - 9.3.1. NAVIS on-line, which is the Terminal Operating System operated by the Terminal Operator. To make use of this option, the Customer will be required to complete the NAVIS User Access Form which is COT Appendix "C";
 - 9.3.2. the Terminal Operator's Customer Access Portal;
 - 9.3.3. Electronic Data Interchange – subject to the Customer entering into the EDI Agreement with the Terminal Operator which is SOPCT Appendix "G".
- 9.4. The Customer or its agent must submit the information required in Clause 9.2 before the container arrives at the Terminal's Autogate system or Rail yard, failing which, the container will not be allowed entry into the Terminal and will be redirected away from Terminal at the discretion of the Terminal Operator. In the event a container is found to be misdeclared where the weight is incorrect, the Terminal will unplan the container and the Shipping Line must make arrangements to remove the container from the Terminal within 24 hours.

Penalties will be raised for any unproductive moves. No amending of weights will be done by the Terminals.

- 9.5. With the exception of OOG and IMDG containers, the CTO will no longer be required for export containers.
- 9.6. The Customer alone is responsible for ensuring that all information provided in the Pre-Advice is correct as the Terminal will not be accountable for any incorrect information submitted to it and any delays and/or denial of entry to the Customer or its agents into the Terminal as a result thereof.
- 9.7. Any information submitted by or on behalf of the Customer, or in respect of the Customer's cargo, by its employees, agents or contractors (such as the Customer's depots, packers and authorised third parties), is deemed to have been provided by the Customer itself, unless the Customer can prove otherwise, and the Terminal Operator is absolved from any liability for the consequences of any act or omissions which may have occurred as a result of reliance having been placed on such information.

10. OPERATIONS

- 10.1. The Terminal Operator must conduct all services rendered by it expeditiously in accordance with the Customer's last timeous notification, and in a proper and workmanlike manner with good and sufficient cranes, labour, handling and other necessary equipment.
- 10.2. The relevant computer system generated discharge and load lists or EDIFACT messages will constitute the Customer's receipt for any container that is discharged or loaded onto a vessel. All EDIFACT messages must comply with the minimum required information (as detailed in Appendix G).
- 10.3. The tracking data (daily gate moves) supplied to the Customer in the Terminal Operating System constitutes the Customer's receipt for any containers which enter or leave the Terminal by road or rail.
- 10.4. Any person or entity, and its employees or agents, who enters the Terminal at the request and/or instruction of the Customer for any purpose is deemed to be the duly authorised agent of the Customer and any information provided by such person or entity, its employees or agents, whether in writing or by means of data captured electronically, and whether the device or system for capturing such information is provided by the Terminal Operator or not, is deemed to be information provided by the Customer.

- 10.5. The Terminal Operator must ensure that the Customer's vessels are loaded and stowed in accordance with the Customer's written or electronic instructions and the agreed stow plan timeously provided by the Customer or its agent.
- 10.6. Within twelve (12) hours after the completion of all container working on a vessel during a call at the Port at which the Terminal is situated, the Terminal Operator must confirm to the Customer electronically all containers discharged from the vessel, loaded onto the vessel and re-stowed on the vessel and their stowage positions on the vessel.
- 10.7. The Terminal Operator must provide the Customer with an exception list specifying discrepancies on imports e.g. short-landed / over-landed containers and within six (6) hours of receipt of the aforementioned exception list the Customer must provide the Terminal Operator with:
 - 10.7.1. A list of containers in respect of which the discharge instruction has been cancelled; and
 - 10.7.2. An import container list for all containers over-landed which list must comply with the requirements in Clause 2.7.3 above. If the Customer fails to comply fully with Clauses 10.7.1 and 10.7.2 the Terminal Operator is absolved from his obligations in terms of Clause 10.6.
- 10.8. If the Vessel Operator decides to cut-and run with a vessel, change vessel visits, short ship, or various other decisions which are made at the request of the Vessel Operator, then the Vessel Operator must be liable for the relevant costs associated. All affected costs related to these requests by the Vessel Operator will be billed to the Vessel Operator unless expressly agreed in writing by its co-loaders to accept these costs.
- 10.9. All amendments requested by the Vessel Operator for changes to the Call Advise shall be billed for as an amendment cost.
- 10.10. If a container is taken up in the export stack for loading aboard a Customer's vessel, and such container is shut out, the Customer is liable for all the costs associated with the short-shipment of each such container. The container should be rolled to the next weekly call service or the next follow on vessel, whichever is the soonest. If the intended vessel's ETA is more than 5 days the container must be removed from the Terminal with 48 hours of being shut out.
- 10.11. If a container is taken up in the export stack for loading aboard a Customer's vessel and is prevented from being shipped by SARS or any other person, department, entity, or institution, whether local or foreign, which is lawfully entitled to do so, the Customer is liable for all costs associated with the non-shipment of such container.

- 10.12. If a FCL reefer container is found to be defective during loading or discharging from the Customer's vessel and must be moved to a designated area to be repaired, the Customer will be liable for all costs associated with movement of all affected containers.
- 10.13. Should SARS, in the exercise of its powers place a hold ("stop") on a container which has been routed by rail to an inland destination, and should SARS instruct the release of such container for an inspection at a local facility, the Customer must cancel the rail routing and change it to a road routing before the hold ("stop") is lifted from the container by the Customer. Should this not be done, the container may be mistakenly railed as originally planned in which case SARS may direct that such container be returned to the Port of discharge for inspection. Should this occur, any costs incurred as a result thereof are for the account of the Customer, and payable on demand to the Terminal Operator.

11. HARBOUR MASTER'S RULES FOR IMDG CARGO

- 11.1. IMDG Cargo must exit the Terminal immediately on arrival at the Terminal, IMDG as explained below but not limited thereto:
 - 11.1.1. Class 1 Explosives, these being only permitted to be handled on rail in Durban – no road trucks allowed;
 - 11.1.2. All Class 1 cargo other than 1.4G and 1.4S. for purposes of this Clause, Ammonium Nitrate –UN1942 and Calcium Hypochlorite UN2880 will be treated as explosives;
 - 11.1.3. Class 2.1 Flammable gases;
 - 11.1.4. Class 2.3 Toxic gases;
 - 11.1.5. Class 4.1 Flammable solids UN1944 Safety Matches;
 - 11.1.6. Class 4.2 Substance liable to spontaneous combustion;
 - 11.1.7. Class 5.1 Oxidising Agents;
 - 11.1.8. UN 1448 Barium Permanganate;
 - 11.1.9. UN 1485 Potassium Chlorate;
 - 11.1.10. UN 1495 Sodium Chlorate;
 - 11.1.11. UN 1513 Zinc Chlorate;
 - 11.1.12. UN 1942 Ammonium Nitrate;
 - 11.1.13. UN 2067 Ammonium Nitrate fertilizers;
 - 11.1.14. UN 2880 Calcium Hypochlorite;

- 11.1.15. Class 5.2 Organic Peroxides;
- 11.1.16. Class 6.2 Infectious Substances which will not be allowed into the Terminal unless the Customer is granted and provides proof of special permission that has been obtained from the Harbour Master and the Department of Health;
- 11.1.17. Class 7 Radioactive material which will only be allowed at terminals licenced by the National Nuclear Regulator (NNR).

11.2. All explosives must have a permit issued by the South African Police Service ("SAPS") under the law of the Republic of South Africa.

11.3. Handling of IMDG Cargo

- 11.3.1. The Customer undertakes to ensure that the Harbour Masters regulations in respect of the handling of IMDG cargo are complied with in all respects. IMDG Circular No. 2 dated 4th June 2014 as amended by the Harbour Master's Notice No. 2 of 2016, and Addendum No 4. September 2020. In respect of IMDG cargo that must enter, or exit, the port directly, the Customer shall ensure that the cargo is cleared and released and that acceptable arrangements have been made to remove/deliver the cargo from/to the Terminal immediately on discharge, or no more than twelve (12) hours prior to loading on board the vessel. This is applicable to the below mentioned classes of cargo:
 - 11.3.1.1. All Class 1;
 - 11.3.1.2. All Class 2.1;
 - 11.3.1.3. All Class 2.3;
 - 11.3.1.4. Class 4.1 –UN1944 – Safety Matches;
 - 11.3.1.5. All Class 4.2;
 - 11.3.1.6. Class 5.1- UN1448 – Barium Permanganate, UN 1485 – Potassium Chlorate ; UN1495 – Sodium Chlorate ; UN 1513 – Zinc Chlorate ; UN 1942 – Ammonium Nitrate ; UN2067 – Calcium Hypochlorite ; UN2880 – Calcium Hypochlorite;
 - 11.3.1.7. All Class 5.2;
 - 11.3.1.8. All Class 6.2;
 - 11.3.1.9. All Class 7.
- 11.3.2. In the event of any of the abovementioned IMDG classes being transhipment cargo, the Customer shall ensure that prior to discharge from the pre-carrying vessel, arrangements have been made with SARS to remove the containers from the terminal, store them outside the port and return them to the terminal twelve (12) hours prior to loading on the on-carrying vessel, in accordance with TNPA's regulations.

11.3.3. All other IMDG cargo must be cleared, released and physically removed from the terminal as per the TNPA guidelines.

11.3.4. Incorrectly declared cargo poses a great risk of casualties and damage within our terminals. The Shipping Line will be charged a penalty of R 193,178 (One hundred and ninety three thousand one hundred and seventy eight rands, excluding VAT) for any mis-declared IMDG container discovered as mis-declared within the terminals.

11.4. IMPORTING IMDG CARGO

In order for any of the cargo listed in Clause 11.1.1 up to and inclusive of Clause 11.1.17 to be handled at the Terminal:

11.4.1. the cargo must be cleared by SARS and in addition thereto all necessary import permits must have been obtained and submitted to the Terminal, the Shipping Line must have released the container and assigned a trucking company to collect the container and the truck must be ready and waiting to collect the cargo at the time of discharge from the vessel;

11.4.2. In the event of any of the above not being complied with fully, the cargo will not be discharged from the vessel and the bay will not be worked until the transporter has physically arrived. The Terminal will endeavour to work other bays in the vessel but where this is not possible and the respective crane stops working the Shipping Line will be charged a fee for R 39 772 (thirtynine thousand seven hundred and seventy two rand excluding VAT) per crane, per hour or part thereof for each crane which is placed on standby;

11.4.3. In respect of IMDG which requires immediate evacuation that must exit the port directly, the Customer shall ensure that the cargo is cleared and released 24 hours prior to the vessel berthing, and that arrangements as stipulated in clause 11.4.2 above have been made to remove the cargo from / to the Terminal. This will allow the Shipping Lines to clear containers that have not been cleared by the merchant, in accordance with TNPA's regulations.

11.4.4. The following IMDG Cargoes must be landed and removed from the Terminal within the maximum period defined in clauses 11.4.4.1 and 11.4.4.2 below of any such IMDG container landing in the Terminal:

11.4.4.1. Depending on the IMO classification and in accordance with the TNPA regulations, all IMDG IMCO Classes 1; 2.1; 2.3; 4.1; 4.2; 5.1; 5.2; 6.2; and 7 must be immediately evacuated from the terminal.

11.4.4.2. IMDG IMCO Classes 3, 4, 6, 8 must be removed from the terminal within forty eight (48) hours of landing.

11.4.5. In order for any of the cargo mentioned in Clause 11.4.3 to be handled at the Terminal:

- 11.4.5.1. the cargo must be cleared;
- 11.4.5.2. all necessary import permits must have been obtained and submitted to the Terminal;
- 11.4.5.3. the Customer and/or its agents must have released the container.

11.4.6. The Customer and/or its agents must have assigned a transporter prior to discharge from the vessel. The cargo must be removed from the terminal within twenty four (24) hours of landing. In the event of any of the above not being complied with fully, the cargo will not be discharged from the vessel and no restows will be done. The Terminal will endeavour to work other bays in the vessel but where this is not possible and the respective crane stops working the Shipping Line will be charged a fee for R 35 000 (thirtyfive thousand rand excluding VAT) per crane, per hour or part thereof for each crane which is placed on standby;

11.5. EXPORTING IMDG CARGO

11.5.1. The following IMDG Cargoes must be loaded on board the vessel within a maximum of twenty four (24) hours of arrival on the Terminal:

- 11.5.1.1. Class 1.4 Explosives 1.4G and 1.4S that requires a South African Police Service ("SAPS") Inspector of Explosives permission;
- 11.5.1.2. Class 3 Flammable Liquids;
- 11.5.1.3. Class 4 Flammable Solids : Packaging Group I;
- 11.5.1.4. Class 6 Toxic Substances: Packaging Group I;
- 11.5.1.5. Class 8 Corrosive Substances: Packaging Group I.

11.5.2. In order for any of the cargo mentioned in Clause 11.5.1.1 up to and including Clause 11.5.1.5 to be handled at the Terminal:

- 11.5.2.1. the cargo must be cleared;
- 11.5.2.2. all necessary export permits must have been obtained and submitted to the Terminal;
- 11.5.2.3. the Customer and/or its agents must have released the container; and

11.5.2.4. such cargo may only enter the Terminal during the allocated stack period.

11.5.3. IMDG cargo mentioned in Clause 11.4.4.1 may only enter the Terminal at the time it is required for shipment on board the vessel or no more than twelve (12) hours prior to loading on board the vessel and may not be stacked in the Terminal.

12. HANDLING OF OUT-OF GAUGE CONTAINERS AND UN-CONTAINERISED CARGO

12.1. Out-of-gauge containers:

The Customer must inform the Terminal Operator before out of gauge cargo is loaded on the vessel for discharge at the DGT terminal. All of the dimensions and the mass of the out-of-gauge cargo and photographs of the OOG cargo must be supplied to the Terminal in order for the Terminal Operator to determine whether the cargo can be handled by gantry crane, or not. In the event that the cargo cannot be handled by the terminal STS cranes, the Customer will be responsible for ensuring that the cargo is discharged from the vessel with the floating crane. In the event that the Terminal Operator allows the floating crane to discharge or load out-of-gauge cargo at a dedicated container terminal, in the interests of safety the STS cranes will not operate on the vessel during the time that the floating crane is working on the vessel. The Terminal guideline for handling OOG cargo must be strictly adhered to.

12.2. Un-containerised Cargo:

12.2.1 Un-containerised cargo may be handled at the container terminal berths, subject to the discretion and prior approval of the Terminal Operator. The Customer will ensure that the Terminal Operator is informed of the dimensions and mass of the un-containerised cargo prior to this cargo being loaded at the port of origin and keep the Terminal Operator informed of all arrangements made in respect of the discharge or loading of this cargo by Terminal Operator's ship-to-shore crane or floating/mobile crane.

12.3. Tidal Vessels:

12.3.1. The Customer undertakes to comply fully with the Harbour Masters requirements for the berthing or sailing of vessels which are deemed to be tidal vessels. A Letter of Indemnity must be signed by the Customer and a tidal calculation for the vessel must be submitted by the Customer to the Harbour Master and the Terminal Operator. Whilst the Terminal Operator will try and prevent the vessel from grounding whilst alongside, the Terminal Operator cannot be held liable for the

supply of specific equipment numbers, working rates etc. which may be required to prevent the vessel from grounding.

12.3.2. All tidal vessels must be declared on the daily ETA update at least three (3) days prior to the arrival of the vessel at a Terminal.

12.4. Handling of leaking / damaged containers:

12.4.1. Unless containers have been damaged by the Terminal Operator, any costs associated with the clean-up and/or remediation of the Terminal and/or marine environment due to pollution caused by a leaking container, will be borne by the Customer.

13. OVERLOADING OF CONTAINER HAULAGE VEHICLE

13.1. For purposes of this Clause 13, the Terminal Operator shall be deemed to be the Consignee for the purpose of export cargo handling services and as the Consignor for the purpose of import cargo handling services.

13.2. The Customer and/or its agent or the Customer's Representative shall inform the Terminal Operator of the weight of the Container(s) to be loaded onto the CRHV and this information should be forwarded to the Terminal not more than one (1) hour before Estimated Time of Arrival of the CRHV at the Terminal. Such submission shall be sent as a written submission with a clear declaration as to the payload of such CRHV and/or the distribution of such Container(s) on the CRHV.

13.3. The Customer, its agents and Customer's Representatives undertake to ensure that all weight requirements including Containers and vehicles entering and leaving the Port Terminal are in accordance with the weight requirements in line with the Regulations 330A to 330D of the National Road Traffic Act (No. 93 of 1996, as amended), in addition thereto:

13.3.1. the Customer agrees that it may be required by the Terminal Operator to weigh its Container(s);

13.3.2. the Terminal Operator reserves the right to establish the mass of a CRHV and any axle or axle unit of such CRHV that is accurate as to ensure that such vehicle is not overloaded as provided by the Regulation 330 B of the National Road Traffic Act (No. 93 of 1996, as amended);

- 13.4. The Customer is bound by the determinations made under this Clause 13 and the records of those determinations, such determination shall remain in the absolute discretion of the Terminal Operator in the absence of manifest error.
- 13.5. the Terminal Operator reserves the right to refuse entry to any containers and/or CRHV that are in excess of the weight regulations of the National Road Traffic Act (No. 93 of 1996, as amended) and the Terminal Operator shall not be liable for any penalties, fines, penalty costs, convictions, costs of administration, legal fees, incurred in respect of such overloaded vehicles;
- 13.6. A schedule of insurance must always be in the possession of the CRHV driver as contemplated in regulation 330D of the National Roads Traffic Act (No. 93 of 1996, as amended) and must be produced to the Terminal upon request;
- 13.7. The schedule referred to in Clause 13.6 above must contain proof of valid insurance for the vehicle and liability that may arise from the transportation of the goods. This would be comprehensive vehicle insurance and Goods-in-transit policy.

14. HANDLING PROCESS FOR A BARGE OPERATION WITHIN THE PORT OF DURBAN

- 14.1. Containers to and from a barge may be handled under the rules contained in the SOPCT Appendix "K".

SOPCT APPENDIX "A" – VESSEL CALL ADVICE

Durban Ro-Ro Terminal	Durban Gateway Terminal	Pier 1 Container Terminal	Maydon Wharf Terminal	Port Elizabeth Container Terminal	Ngqura Container Terminal	Cape Town Container Terminal	Cape Town MPT Terminal
DRT	DGT	PIER1	M WT	PLZ	NCT	CT CT	CTMPT
<i>Please delete whichever Ports are not applicable</i>							
Todays Date				ETA Advice Number*			
Vessel Name				Radio Call Sign:			
Vessel Operator				DGT Account Number			
Co-Loaders:		1		5		9	
		2		6		10	
		3		7		11	
		4		8		12	
Voyage In:				CARRIER SERVICE			
Voyage Out:				CARRIER SERVICE			
ETA Date/Time:							
ETD Date/Time:							
Discharge:		6m		12m		Total	
Loading:		6m		12m		Total	
Contact Details							
Representatives Name							
Telephone Numbers			C el l:			Office:	
			H o m e			Other:	
	VESSEL LOA				BEAM		
IMO NUMBER				Gross Registered Tonnage			
Gearless Cellular			Geared Cellular	Gearless Non-cell.			Geare d Non-cell.
Port Rotation – Imports:							

Port Rotation – Exports:

General comments:
Vessel requires daylight berthing:
Submitted By:
Signature:

NB: 1. Please number all updates sequentially
2. A separate call advice to be submitted for each port on the RSA Coast
Company Stamp

SOPCT APPENDIX "B" – SHIPS INFORMATION FOR COMPUTER SUPPORT

SHIPS NAME	
------------	--

CARRIER LINE	
Who owns the vessel	

CARRIER OPERATOR	
------------------	--

CALL SIGN	
-----------	--

IMO NUMBER	
------------	--

VESSEL LENGTH	
---------------	--

G R T	
-------	--

VESSEL CHARACTER	OPTION	
------------------	--------	--

OPTION 1 NSLCEL NONSUSTAINING (Gearless) / CELLULAR
OPTION 2 NSLNCL NONSUSTAINING (Gearless) / NONCELLULAR
OPTION 3 SELCEL SELFSUSTAINING (Geared) / CELLULAR
OPTION 4 SELNCL SELFSUSTAINING (Geared) / NONCELLULAR

COMPLETE BY _____

COMPANY STAMP

SOPCT APPENDIX C

DURBAN GATEWAY TERMINAL

Must be sent to Durban Gateway Terminals Berth Planner (Before 09h00 Daily)

Durban Gateway Terminal email: TptNationalPlanning@Transnet.net

SOPCT APPENDIX "D" – EARLY ARRIVAL APPLICATION

Example only, the electronic PDF form is the official TPT form

VESSEL: VESSEL NAME: _____

VOYAGE NUMBER: _____

VESSEL VISIT NUMBER: _____

STACK OPENING (DATE & TIME) _____

REASON FOR EARLY COLLECTION: _____

CONTAINER OPERATOR:

OPERATORS NAME: _____

OPERATORS 3 LETTER CODE: _____

APPLICANTS NAME: _____

I HEREBY AGREE THAT ALL EARLY ARRIVAL CHARGES WILL BE DEBITED TO THE CONTAINER OPERATORS ACCOUNT.

SIGNATURE: _____

CONTAINER

OPERATORS

STAMP

CONTAINER DETAILS:-

EXPORTERS NAME: _____

6 METRE / 12METRE / 13.7 METRE

G.P / REEFER / IMDG / O.O.G. CONTAINER / HIGH CUBE

CONTAINER NUMBER: _____

BOOKING REFERENCE NUMBER: _____

ACCOUNT NUMBER: _____

DATE AND TIME OF ARRIVAL: _____

TPT PERSON APPROVING EARLY ARRIVAL: -

EARLY ARRIVAL APPROVED: - YES / NO

NAME (Please Print) _____

SIGNATURE: _____

N.B. THIS DOCUMENT WILL ONLY BE ACCEPTED FROM THE CONTAINER OPERATOR.

ALL DETAILS MUST BE FULLY COMPLETED BEFORE SUBMITTING THIS DOCUMENT TO THE SPACE PLANNING OFFICE ON THE DAY PRIOR TO THE CONTAINER ARRIVING IN THE TERMINAL.

SOPCT APPENDIX "E" – LATE ARRIVAL APPLICATION

Example only, the electronic PDF form is the official TPT form

<u>VESSEL:</u>	VESSEL NAME: _____
	VOYAGE NUMBER: _____
	VESSEL VISIT NUMBER: _____
	STACK CLOSING (DATE & TIME) _____
REASON FOR LATE COLLECTION:	_____

CONTAINER OPERATOR:

OPERATORS NAME: _____

OPERATORS 3 LETTER CODE: _____

APPLICANTS NAME: _____

I HEREBY AGREE THAT ALL LATE ARRIVAL CHARGES WILL BE DEBITED TO THE CONTAINER OPERATORS ACCOUNT.

SIGNATURE: _____

CONTAINER
OPERATORS
STAMP

VESSEL OPERATOR:-

WILL THE ACCEPTANCE OF THIS LATE ARRIVAL RESULT IN THE SHORTSHIPMENT OF ANOTHER CONTAINER YES / NO

I AGREE TO THIS CONTAINER BEING PLACED IN AN OVER-STOW POSITION ON THE VESSEL, IF NECESSARY

VESSEL OPERATORS NAME: _____

VESSEL OPERATORS SIGNATURE _____

VESSEL
OPERATORS
STAMP

CONTAINER DETAILS:-

EXPORTERS NAME: _____

6 METRE / 12METRE / 13.7METRE

G.P / REEFER / HAZARDOUS / O.O.G. CONTAINER / HIGH CUBE

CONTAINER NUMBER: _____

CONTAINER MASS: _____

BOOKING REFERENCE NUMBER: _____

PORT OF DESTINATION: _____

ACCOUNT NUMBER: _____

DATE AND TIME OF ARRIVAL: _____

TPT PERSON APPROVING LATE ARRIVAL:-

LATE ARRIVAL APPROVED: YES / NO

NAME (Please Print) _____

SIGNATURE: _____

N.B. THIS DOCUMENT WILL ONLY BE ACCEPTED FROM THE CONTAINER OPERATOR.

ALL DETAILS MUST BE FULLY COMPLETED BEFORE SUBMITTING THIS DOCUMENT TO THE SPACE PLANNING OFFICE ON THE DAY PRIOR TO THE CONTAINER ARRIVING IN THE TERMINAL.

SOPCT APPENDIX "F" IMMobilization CERTIFICATE

Senior Port Control Officer
Port Control
PORT OF DURBAN

DATE: AGENT'S STAMP:

I,.....the authorized representative of the
master M/V.....

Hereby request permission to immobilize the main engines of the above vessel for the period:

Date: _____ Time _____ to Date : _____ Time _____

In support of this request I declare that the above vessel does not have on board any dangerous, inflammable, hazardous or explosive cargo and that no dangerous, inflammable, hazardous or explosive cargo will be loaded onto the vessel during the period of immobilization.

MASTER / AGENT

Period of immobilization	
Exact work proposed	
Berth	
Pollution precaution taken	
Approved by NPA	
Approved by Terminal Operator	
Date and Time approved	

Subject to the following conditions:

1. That the main engines are immobilized at the sole risk of the Master of the vessel, and that the vessel shall not be moved during the hours of darkness, except in an emergency.
2. That the Master agrees to pay such added charges as may arise from the fact that the vessel is immobilized.
3. In the event of a tanker requesting immobilization his agent/master shall submit a Gas Free Certificate in respect of the engine room as required by HARBOUR REGULATIONS NO. 159 part A paragraph (21) C.

ALL requests for immobilization should be made during office hours.

For Harbour Master

OFFICIAL DATE STAMP

For Terminal Operator

OFFICIAL DATE STAMP

SOPCT APPENDIX "G"

Electronic Data Interchange Agreement

entered into between

DURBAN GATEWAY TERMINAL (PTY) LTD
(REGISTRATION NO: 2025/929823/07)
(HEREINAFTER REFERRED TO AS "THE TERMINAL OPERATOR")

and

THE CUSTOMER

(COLLECTIVELY REFERRED TO AS "THE PARTIES")

1. INTRODUCTION

- 1.1. The terms and conditions of this Electronic Data Interchange Agreement ("this EDI Agreement") govern the conduct and methods of operation of the Parties in relation to the interchange of data for the purpose of or associated with the supply of vessel, inland carriers and container related data, by electronic transmission. They take account of the Uniform rules of conduct for interchange of trade data by teletransmission adopted by the International Chamber of Commerce, in conjunction with the TEDIS Programme European Model EDI Agreement. If necessary, additional rules may be agreed between the Parties, these rules are specific/bilateral and must be agreed upon in writing and signed by both the Terminal Operator and the Customer in order to become binding.
- 1.2. The provisions of this Clause 1.2, notwithstanding anything to the contrary in this EDI Agreement apply where the Customer requests the Terminal Operator in terms of a:
 - 1.2.1. Container Terminal Order or pre-advice (and booking) EDI message for Shipping, to receive (and if applicable stack), and ship the containers aboard the vessel referred to therein and as stipulated therein;
 - 1.2.2. Container Terminal Order or EDI release message for Landing, to receive (and if applicable store), and forward the containers listed herein to named consignee by the means of transport stipulated herein;
 - 1.2.3. Container Terminal Order or EDI message for Transhipping, to tranship the containers referred to therein to the named destination by the means of transport stipulated therein;
 - 1.2.4. Import Container List or EDI discharge message, to discharge (and if applicable store), and forward the containers listed therein to the named consignee by the means of transport stipulated therein (including rail information forwarded to TFR);
 - 1.2.5. Vessel load instruction or EDI load message, to ship the containers referred to therein to the named destination by means of transport stipulated therein;
 - 1.2.6. Vessel bay-plan or EDI bay-plan, to discharge containers stipulated therein.
- 1.3. The Terminal Operator is not responsible for any incorrect statement of mass or content of any consignment of cargo reflected in the documents referred to in Clause 1.2 above and the Terminal Operator's liability for any claims, howsoever arising, is limited as provided for in the Conditions and/or Statutory Provisions. The Customer must pay any additional charges which may be incurred by the Terminal Operator in carrying out any instructions in the documents referred to in Clause 1.2 above.

2. DEFINITIONS

For the purposes of the EDI Agreement the following definitions apply:

2.1. Acknowledgment of Receipt

A message acknowledging or rejecting, with error indication, a received EDI message.

2.2. Adopted Protocol

An accepted method for the interchange of messages based on the UN/EDIFACT standard (agreed version) or any other standard format as is mutually agreed to in writing by the Parties for the presentation and structuring of the transmission of messages or such other protocol as may be agreed in writing by the Parties.

2.3. Data Transfer

One or more EDI-messages sent together as one unit of transmission, which includes the heading and termination data in accordance with UN/EDIFACT or any other standard format as mutually agreed in writing by the Parties.

2.4. Data Log

The complete historical and chronological record of interchanged data representing the messages interchanged between the Parties.

2.5. Day

Any calendar day, including weekdays, weekends and public holidays.

2.6. Business day/Working Day

Means any calendar day, excluding a Saturday, Sunday or South African public holiday.

2.7. EDI

Electronic Data Interchange, which is the transmission between information systems, by electronic means, of data structured according to UN/EDIFACT message standards, or any other standard format as mutually agreed to in writing by the Parties.

2.8. EDI message(s)

A coherent set of data, structured according to agreed message standards, for transmission by electronic means, prepared in a computer readable format and capable of being automatically and unambiguously processed.

2.9. Message verification

Message verification includes the identification, authentication and verification of the integrity and origin of a message by use of an authentication mechanism such as a digital signature and/or any alternative security means or procedures generally deemed acceptable in international data exchange systems which establish that a message is genuine.

2.10. Technical Annex

The Technical Annex consists of:

- User manual (for example for BAPLIE, MOVINS, COPARN, COREOR, CUSRES), a handbook with message specifications as descriptions of data elements, segments, and data structures.
- Technical specifications such as systems operation, methods of transmission, third party providers.
- Procedural/organisational rules: e.g. the communication pattern between a stowage centre and a member of related container terminals; acknowledgement of receipt, message verification.

2.11. UN/EDIFACT

The United Nations rules for Electronic Data Interchange for Administration, Commerce and Transport, comprising a set of internationally agreed standards, directories and guidelines for the electronic interchange of structured data, and in particular, interchange related to trade and goods and services, between independent and computerised information systems.

3. OBJECT, SCOPE AND GENERAL PROVISIONS

- 3.1. It is a requirement at all terminals operated by the Terminal Operator that the Customer enters into this EDI Agreement to gain access to the Terminal Operator's NAVIS Terminal Operations System.
- 3.2. The relevant Technical Annex together with this EDI Agreement and the documents referred to in Clause 4.1 below constitute the entire agreement between the Parties as to the subject matter thereof. Accordingly, the breach of any of the provisions contained within the Technical Annex constitutes a breach of this EDI Agreement itself.
- 3.3. No variation, suspension, deletion, extension, amendment or modification of this EDI Agreement is of any force or effect, unless recorded in writing and signed by the Parties, and is effective only in the specific instance and for the purpose and to the extent set out.
- 3.4. When Parties mutually agree in writing upon additional provisions to this EDI Agreement, such provisions form an integral part of this EDI Agreement.
- 3.5. Parties agree that all EDI messages must be transmitted in accordance with the provisions of the adopted protocol for Data Interchange, as specified in the Technical Annex.

4. APPLICABILITY

- 4.1. All business undertaken and services rendered by the Terminal Operator at all its container terminals are subject to the General Terms and Conditions in the Terminal Operator's Tariff Book,

read with the Terminal Operator's Standard Terms and Conditions ("STC") for Container Terminals, and appendices thereto, the Standard Operating Procedures for the Container Terminals ("SOPCT"), and appendices thereto. Copies of these documents are available on the Terminal Operator's website, or on request.

- 4.2. The documents referred to in Clause 4.1 above apply to all transactions between the Terminal Operator and the Customer, and cover all eventualities not specifically addressed in this EDI Agreement.
- 4.3. In the event of any conflict or inconsistency arising between the provisions of this EDI Agreement and any documents specified in Clause 4.1 above, the provisions of this EDI Agreement will prevail in respect of matters specifically relating to Electronic Data Interchange, and the provisions of such other documents will prevail in respect of matters not specifically relating to the interchange of electronic data.

5. OPERATIONAL REQUIREMENTS FOR EDI

5.1. Message Standards

All EDI messages must be transmitted in accordance with the UN/EDIFACT standards (EDIFACT syntax rules ISO 9735, latest version) or any other standard format as is mutually agreed to by the Parties in writing and recommendations and their updated versions, as approved and published by the United Nations Economic Commission for Europe (UN/ECE) in the United Nations Trade Data Interchange Directory (UNTDID), details of which are set out in the technical annex - part USER MANUAL.

5.2. Systems Operation

The Parties must provide and maintain, to the level specified in the Technical Annex, the equipment (hardware), software and services necessary to effectively transmit, receive, log and store EDI messages.

5.3. Method of Transmission

The Parties must utilise the method of transmission stipulated in the Technical Annex and, if required, use the services of third party network providers.

5.4. Specifications

All specifications and details regarding Clauses 5.1., 5.2., and 5.3 below, must be as set out in the Technical Annex. The Parties must conduct such tests as may be mutually agreed and defined from time to time to establish and monitor the adequacy of the standards, hardware, software, protocols, services or any of the relevant specifications for the purpose of this EDI Agreement.

5.5. Changes

No Party may make any changes to their systems operation, as contemplated by this EDI Agreement without providing prior notice of the intended change to the other Party.

6. ACKNOWLEDGMENT OF RECEIPT OF EDI MESSAGES

6.1. Acknowledgement

The Parties agree that the receiver of an EDI Message is not required to send an Acknowledgement of Receipt to the sender of that EDI message. Alternatively, the Parties may define in the Technical Annex, the extent to which any EDI messages sent and received will be subject to an Acknowledgement of Receipt.

6.2. Time limits for acknowledgement

If the Parties mutually agree and define that an Acknowledgement of Receipt is to be sent by the receiver of an EDI message, this Acknowledgement of Receipt must be sent within such time as is defined in the Technical Annex. If no specific time limits have been agreed or stated in the Technical Annex, the Acknowledgement of Receipt must be sent within one (1) Working day following the day of receipt of the EDI message being acknowledged.

6.3. Timeout of acknowledgement

If the Parties mutually agree that the receiver must send an Acknowledgement of Receipt, then if the sender does not receive the Acknowledgement of Receipt within any time limits specified in the Technical Annex or this EDI Agreement, the sender may, upon giving notification to the receiver on the next Working day to that effect, treat the EDI message as null and void as from the expiration of that time limit or initiate an alternative recovery procedure as specified in the Technical Annex to ensure effective receipt of the acknowledgement.

Should the recovery procedure fail within the time limit provided for it, the EDI message will, upon notification by the sender to the receiver, be treated as null and void, with effect from the expiration of that time limit.

7. PROCESSING OF EDI MESSAGES

The Parties undertake to process or ensure that their system processes the EDI messages within any time limits as may be specified and agreed in the Technical Annex or in the absence of such agreement or specification, to ensure that their system processes the EDI messages as soon as possible.

8. SECURITY OF EDI MESSAGES

- 8.1. Subject to any requirements of applicable data protection laws, the Customer must:
 - 8.1.1. Take reasonable care to ensure that EDI messages are secure, and to prevent unauthorized access to its systems operation;
 - 8.1.2. Treat as proprietary and confidential and not provide or otherwise make available to any person other than its employees who need to know this information for purposes as set out in this EDI Agreement, the whole or any portion of the Terminal Operator's network procedures, user accounts and passwords.
 - 8.1.3. Treat as proprietary and confidential, all information exchanged by the Parties relating to product pricing and volumes.
- 8.2. The Parties agree that any information other than that specified in Clauses 8.1.2 and 8.1.3 will not be considered proprietary and confidential information unless a separate non-disclosure agreement is executed by the Parties to this effect.
- 8.3. The Parties must apply special protection, where so agreed in the Technical Annex, by encryption or by other means, to those EDI messages or specific data within EDI messages which the Parties agree in writing should be so protected. Unless the Parties otherwise agree in terms of the Technical Annex, the recipient of an EDI message so protected in whole or part must use at least the same level of protection for any further transmission of that EDI message.
- 8.4. Subject to the provisions of Clause 13 and 16, the Parties will only be liable for breaching the terms of verification, identification and authentication in case of gross negligence or wilful misconduct by it and/or its employees.

9. CONFIDENTIALITY

- 9.1. Save to the extent that they may be required to provide information by operation of law, the Parties must ensure that EDI messages containing information specified to be confidential by the sender or agreed in writing to be confidential between the Parties, are maintained in confidence and are not disclosed or transmitted to any unauthorised persons nor used for any purposes other than those intended by the Parties.

- 9.2. EDI messages must not be regarded as containing confidential information to the extent that such information is legitimately in the public domain.
- 9.3. The same degree of confidentiality as specified, in this Clause 9, must be respected on any authorised disclosure to another person.
- 9.4. The provisions of this Confidentiality Clause survive the cancellation or termination of this EDI Agreement for any reason, and remain binding on the Parties for a period of five (5) years after termination of this EDI Agreement for any reason whatsoever.

10. DOWNTIME OF COMMUNICATIONS

10.1. Unplanned downtime

As soon as a Party becomes aware of any circumstances resulting in, or which may result in, failure, delay or error in performing its obligations, such Party must immediately inform the other Party thereof and use its best endeavours to communicate by alternative means acceptable to the other Party.

10.2. Planned downtime

Any planned non-availability of either Party's interchange facility must be reported to the other Party at least forty-eight (48) hours before such planned unavailability takes effect.

11. LOGGING, RECORDING AND STORAGE OF EDI MESSAGES

11.1. Responsibilities

Each Party will keep a data log, to store all EDI messages. These must be stored by the sender in the transmitted format and by the receiver in the format in which they are received.

11.2. Period for storage

The data log must be maintained unaltered and securely by the Parties for the period stipulated in the Technical Annex for that specific EDI message.

11.3. Accessibility

In addition to compliance with any relevant legislation/statutory or regulatory requirements, when the data log is maintained in the form of electronic or computer records, the Parties must ensure that the recorded EDI messages are readily accessible and that they can be reproduced in a readable form and, if required, can be printed.

12. INTERMEDIARIES

Intermediaries refer to any agents, contractors or other third parties (including the Customer's depots, packers and truckers) acting by or under the instructions of the Customer whether by

way of any outright instruction or implied conduct. All actions of the intermediary under such circumstances are deemed to be those of the Customer itself.

12.1. Liabilities of intermediaries

If a Customer uses the services of an intermediary in order to transmit, log or process EDI messages, that Customer is responsible to the Terminal Operator for any acts, failures or omissions of the intermediary and will be liable to the Terminal Operator under this EDI Agreement as if they were the Customer's own acts, failures or omissions.

12.2. Liability of the Party instructing to use intermediaries

If a Customer instructs the Terminal Operator to use the services of an intermediary for transmitting, logging or processing EDI messages for and on behalf of that Customer, then the Customer is responsible to the Terminal Operator for such intermediary's acts, failures or omissions as if they were the Customer's own acts, failures or omissions and Clause 8.1 applies.

12.3. Indemnity for use of intermediaries

The Customer hereby indemnifies the Terminal Operator against any loss it may suffer or damages it may incur arising from the Terminal Operator using the services of an intermediary under the circumstances set out in Clause 12 of this EDI Agreement.

12.4. Changes in the contents of the messages

The Customer must ensure that it is a contractual responsibility of the intermediary that no change is made to the substantive data content of the EDI messages to be re-transmitted.

12.5. Disclosure of information to intermediaries

Where any information transmitted via EDI message, either through the Terminal Operator's website or the Customer access portal, is requested by intermediaries (as defined), the Terminal Operator is not obliged to release such information to the intermediary and will only do so at its sole discretion under the written instruction of the Customer. Should the Terminal Operator choose to release the information to the intermediary under the instructions of the Customer, the Terminal Operator is absolved of any liability, whether to the Customer or the intermediary or any third party, arising from such disclosure.

12.6. Confidentiality

The Customer must ensure that EDI messages sent through intermediaries are not disclosed to any unauthorized person by any means.

13. DISCLAIMER

13.1. With respect to release EDI messages for imports and exports, the Customer warrants that it will have the requisite authority and/or approval from SARS to order such release. The Customer

hereby indemnifies and holds the Terminal Operator harmless against any claim of any description whatsoever and whosoever it may emanate from, arising from or in connection with the absence of any requisite authority/approval to order such release.

- 13.2. The Terminal Operator, its employees, agents or contractors, incur no liability for any loss or damages suffered by any party whatsoever, which may arise from or in connection with the release of any containers released to an incorrect party where such release is based on any EDI message received from the Customer and/or its intermediaries and the Customer hereby indemnifies and holds the Terminal Operator harmless against any such claim.

14. ELECTRONIC TRANSACTIONS

14.1. Waiver of rights

Parties accept that electronic transactions and/or operational data are validly concluded and/or transmitted by exchange of EDI messages, and expressly waive any rights to bring an action declaring the invalidity of a transaction concluded between themselves on the sole ground that the transaction took place by use of EDI.

14.2. Settlement of contracts

Unless otherwise agreed and subject to Clause 20 below, a contract made by exchange of EDI messages will be deemed to have been concluded at the time and place where the EDI message constituting the acceptance of an offer is made available to the information systems of the receiver of such acceptance.

15. LIABILITY

- 15.1. Save as specifically indicated otherwise, neither Party is liable for any direct or indirect loss or damage arising from or as a result of any breach of this EDI Agreement or any failure, delay or error in sending, receiving or acting on any message. Without derogating from the generality of the first sentence of this Clause 15, neither Party is liable to the other for any consequential damages, including but not limited to loss of profit, loss of business or trade, loss of production, loss of use, loss of contract, loss of opportunity or wasted overheads or loss of business reputation or business opportunities arising directly or indirectly from or as a result of any such breach, failure, delay or error.
- 15.2. The Parties acknowledge that the use of EDI Messages is to their mutual benefit. The information obtained by each Party about the affairs of the other following the negotiations and performance of this Agreement must not be used to impose liability for consequential damages or in any other way to increase the liability of either Party in the event of a failure to perform its obligations

under this EDI Agreement, beyond what it would have incurred for a breach of any of the documents referred to in Clause 4.1 above.

16. INTERPRETATION OF THE EDIFACT USER MANUAL

Any question relating to the interpretation of the User Manual as part of the Technical Annex may be referred by the Parties to the body responsible for the publication of the User Manual or the relevant Working Group within the SMDG (Ship planning Message Development Group) as may be applicable acting as experts and not arbitrators. The experts' decision is final and binding on the Parties making the reference.

17. COSTS

The Parties agree that any costs of EDI messages, e.g. transfer costs, will not be charged to the other Party.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1. This EDI Agreement is governed by law of the Republic of South Africa.
- 18.2. Except as provided otherwise herein, all disputes between the Parties will be resolved in accordance with Clause 14 of the COT.

19. EFFECTS, TERM AND SEVERABILITY

- 19.1. This EDI Agreement is effective from the date on which it is signed or such other date as may be agreed between the Parties.
- 19.2. Either Party may terminate this EDI Agreement by giving not less than 1 (one) month's notice by registered mail to the other. The notice must indicate the date when this EDI Agreement will cease. Termination of this EDI Agreement will only affect transactions after the termination date and the Parties retain any rights arising prior to such date insofar as they may remain enforceable. Notwithstanding termination for any reason, the rights and obligations of the Parties referred to in Clauses 8, 9, 12 and 17, will survive termination.
- 19.3. Each and every undertaking contained herein is capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this EDI Agreement should it adjudge any particular undertaking/s or portions thereof to be invalid.

20. AMENDMENTS IN WRITING

Any terms agreed between the Parties as additions or amendments to this EDI Agreement, are only valid if they are set out in the Technical Annex or are otherwise in writing and signed by both Parties.

Appendix "G" continued

List of data which should be included in the EDI

		BAPLIE (VESSEL STOWPLAN)	COPRAR (IMPORT DISCHARGE LIST)	COREOR (IMPORT RELEASE ORDER)	COPARN (EXPORT BOOKING)	COPARN (EXPORT PREADVISE)
Pre-Carriage Vessel Details	Vessel name, Vessel Callsign, Voyage	•	•	•		
Container Number and related characteristics	Container Number	•	•	•		•
	Freight Kind (Full/Empty)	•	•	•	•	•
	Size/Type (ISO)	•	•	•	•	•
	Equipment Operator Code	•				
	VGM (weight, method selection, accreditation number, verifier)		•			•
	Seal Number/s		•			•
	Bill of lading		•			
	Stowage position	•				
	Hazards (UN/IMDG)		•		•	•
	Reefer Temperature		•		•	•
Outbound Mode of Transport	Out-of-Gauge dimensions		•		•	•
	Rail (Rail Account Number, Rail Siding Number)		•			

		BAPLIE (VESSEL STOWPLAN)	COPRAR (IMPORT DISCHARGE LIST)	COREOR (IMPORT RELEASE ORDER)	COPARN (EXPORT BOOKING)	COPARN (EXPORT PREADVISE)
	Transhipment (On-carriage vessel name, vessel callsign, voyage)		•			
Port Codes	Load Port	•	•		•	•
	Discharge Port	•	•	•	•	•
	In case of transhipment (Second/Next Port of Discharge)		•			
	In case of rail (rail destination code)		•			
On-carriage Vessel details	Vessel name, Vessel Callsign, Voyage		•		•	•
Transport Details	Transporter BIC/SCAC Code			•		
	Booking Number				•	•
	Quantity of Booking				•	



SOPCT APPENDIX "H"

APPLICATION FOR EXPORT STORAGE TO BE WAIVED AT

Durban Gateway Terminal

This Application to be submitted to tptnationalplanning@transnet.net

The vessel _____

Voyage _____

Has been delayed more than 48 hours after stack closing and has therefore incurred export storage charges on the containers in stack.

We are of the opinion that the delays were as a result of Force Majeure Events, the occurrence of which is beyond the reasonable control (directly or indirectly) of, and could not have been avoided by steps which might reasonably be expected to have been taken by the Shipping Line and application is therefore made for this storage to be waived.

The reasons for the vessel being delayed more than 48 hours are as follows:

Documentary evidence of these delays must be attached.

In the event of the delay being weather related, a copy of the relevant weather chart(s) should accompany this application.

Applicants Name

For more information, contact the Office of the Vice President for Research and Economic Development at 319-273-2500 or research@uiowa.edu.

Applicants Contact Details

--	--

Applicants Signature

Date:

	/ /
--	-----

The application to waive export storage charges has been approved / is declined by Durban Gateway Terminals. (Delete whichever is not applicable)

Name of approving person at Durban Gateway Terminals

--	--

Signature of Approving person.

Date:

	/ /
--	-----

Signature of Terminal Manager

Date:

	/ /
--	-----

SOPCT APPENDIX "I"

NEW SHIPPING LINE, AGENT, MASTER ORGANISATION OR LINE OPERATOR,

FULL NAME OF SHIPPING LINE	
3 LETTER INTERNATIONAL CODE	

FULL NAME OF SHIPPING AGENT, MAST ORGANISATION OR LINE OPERATOR	
3 LETTER INTERNATIONAL CODE	
TPT ACCOUNT NUMBER	
BUSINESS ROLE	Line Operator Vessel Operator Agent Miscellaneous
NAME OF SARS APPROVED OPERATOR ACTING ON BEHALF OF SHIPPING LINE (SARS Approval to be attached)	

CO LOADERS	

NAME OF SERVICE	
-----------------	--

PORT ROTATION FOR IMPORTS	PORT ROTATION FOR EXPORTS

CONTACT PERSON	OFFICE NUMBER	CELL. NUMBER	E-MAIL ADDRESS

DURBAN

GATEWAY TERMINAL

SOPCT APPENDIX "J"

Example only, the electronic PDF form is the official TPT form

APPLICATION TO AMEND BOOKING DETAILS FOR EXPORT / TRANSHIPMENT CONTAINERS

ALREADY IN STACK

AMENDMENT REQUIRED	CURRENT STATUS	REQUESTED CHANGE STATUS	REASONS FOR CHANGE REQUEST
CONTAINER NUMBER			
BOOKING REFERENCE			
PORT OF DESTINATION			
VESSEL NAME & VOYAGE NUMBER			
LINE OPERATOR			
MASS			
VERIFIED GROSS MASS			
OPERATIONAL REEFER YES/NO			
TEMPERATURE SETTING			
STATUS FULL TO EMPTY			
STATUS EMPTY TO FULL			
STATUS NORMAL TO OTHER OR VICE-VERSA			
IMDG STATUS			

CONTAINER OPERATOR:

OPERATOR'S NAME: _____

OPERATOR'S 3 LETTER CODE: _____

APPLICANT'S NAME: _____

I HEREBY AGREE THAT ALL AMENDMENT/CANCELLATION FEES/CANCELLATION WITH AN ADDITIONAL MOVE WILL BE DEBITED TO THE CONTAINER OPERATOR'S ACCOUNT.

VESSEL OPERATOR:

WILL THE ACCEPTANCE OF THIS AMENDMENT RESULT IN THE SHORTSHIPMENT OF ANOTHER CONTAINER

YES/NO

VESSEL OPERATOR NAME: _____

VESSEL OPERATORS

SPACE PLANNER:

AMMENDMENT/CANCELLATION FEE APPLICABLE: YES/NO

AMENDMENT/CANCELLATION FEE WITH AN ADDITIONAL MOVE: YES/NO

SPACE PLANNER SIGNATURE: _____

SOPCT APPENDIX "K" BARGE HANDLING WITHIN THE PORT OF DURBAN: STANDARD OPERATING PROCEDURES

1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the following words have meanings ascribed to them:

- 1.1.1 Service Request Notification (SRN) means the date and time the Barge operator requires service rendering from the Terminal Operator. Note SRN replaces ETA for planning purposes as the barge is permanently stationed within Port of Durban;
- 1.1.2 "7 day service request notification (SRN)" means the first notification from the Barge operator to the Terminal operator which sets out the estimate date and time the Barge operator's craft will require service rendering at Terminal operator's facility. For example a 7 day SRN given on 10 October will set out a service request requirement of the barge concerned on 17 October;
- 1.1.3 "Agent" means the Barge operator's local agent as notified to the Terminal Operator in terms of clause 2.1.4.1 of these operating guidelines.
- 1.1.4 "Barge operator" means the service provider responsible for the operational deployment of barge services in Port of Durban;
- 1.1.5 "Barge operator vessels" means those vessels operated by or on behalf the Barge Operator which may call at any of the Terminals;
- 1.1.6 "Co-loader" means the party(ies) who have been granted the right by the Barge Operator to submit discharge and loading documentation without prior written consent of the Barge Operator;
- 1.1.7 "container" means any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flat rack container that confirms to the International Standards Organization (ISO) standard container type designations. "Container" shall also include skiptainer;
- 1.1.8 "cargo operations" in relation to barge means the loading, discharge and re-stowage of containers, including lashing and unlapping thereof;
- 1.1.9 "COPRAR" means the Container Pre-arrival message sent as an EDI message for container discharge;
- 1.1.10 "cut and run" means the Barge Operator's right to sail the barge without discharging or loading the barge as planned in order to maintain schedule integrity;

- 1.1.11 "direct restow" means the movement of a container by a container gantry crane or barge crane from a position on a vessel to another position in the same bay without the container being temporarily placed on the quay or elsewhere on the barge;
- 1.1.12 "EDI" means Electronic Data Interchange conforming to the EDIFACT standards or any mutually agreed standard as agreed between the Parties;
- 1.1.13 "IMDG" means, the International Maritime Dangerous Goods(IMDG) code which is a uniform international code for the transport of dangerous goods by sea and/or the SANS(South Africa National Standard) 10228;
- 1.1.14 "Inbound stowage plan" means slot location of containers on board the barge earmarked for discharge at a particular Terminal;
- 1.1.15 "Out of gauge container", or "abnormal container", or "OOG" means any container in or on which there is cargo, the dimensions of which cargo exceed any of the external dimensions of the container;
- 1.1.16 "Reefer container" means any reefer container including reefer clip on units, heated tanks and fantainers that move via the reefer area and require power connections.
- 1.1.17 "Terminal Operator" means DURBAN GATEWAY TERMINAL (PTY) LTD, (REGISTRATION NO: 2025/929823/07)
- 1.1.18 "Terminals" means in relation to Port of Durban: Container Terminals at Pier 1(berths 105-107), Pier 2 (berths 108-205) and Durban RoRo Terminal(berths D-E)

2. Pre berthing obligations of the customer to the terminal operator

2.1 Provision of service information at least Twenty-One (21) days prior first barge arrival in Port of Durban.

At least 21 days before the first occasion of a particular barge of the barge operator calling at any TPT terminal governed by these operating guidelines, or within forty-eight(48) hours of the commencement of these operating guidelines, whichever is the later, or by such late date as permitted by the Terminal Operator, the barge operator must provide the Terminal Operator with:

- 2.1.1 the number of craft in the Barge operator's service, the respective names and technical data of those craft that intend to call at the TPT terminals in Port of Durban.
- 2.1.2 the standard terminal rotation within the Port of Durban of the Barge operator's service, the intended frequency and day

of calls at the various terminals with expected range of container exchanges per call.

- 2.1.3 details of the owner, the charterer of each barge, where available
- 2.1.4 name, telephone, and after hours, weekend and public holiday contact details for:
 - 2.1.4.1 The Barge operator's agent in the Port of Durban
 - 2.1.4.2 The office in charge of barge planning/scheduling
 - 2.1.4.3 The office in charge of loading/discharge instructions.
 - 2.1.4.4 Full details of the entity to whom accounts should be addressed, the address of that entity, the person for whose attention accounts should be addressed within that entity and the relevant VAT number and, if different, the same details in respect of account queries.
- 2.1.5 Provide the Terminal operator on appendix "A" the following:
 - 2.1.5.1 the name of the barge service
 - 2.1.5.2 name of the barge
 - 2.1.5.3 name of barge operator
 - 2.1.5.4 barge length and beam
 - 2.1.5.5 the type of barge (geared cellular; geared non-cellular; gearless cellular; gearless non-cellular)
 - 2.1.5.6 the barge radio call sign
 - 2.1.5.7 details of the barge gross registered tonnage
 - 2.1.5.8 the IMO number of the barge
 - 2.1.5.9 the list of co-loaders

2.2 Seven (7) days prior to service request

- 2.2.1 At least 7 days prior the deployment of the barge, the Barge operator must provide the terminal operator with the following:
 - 2.2.1.1 the name of the service
 - 2.2.1.2 the name of the barge
 - 2.2.1.3 the barge bay-plan layout, showing details of barge superstructure, cranes and each bay on bay row tier basis, the maximum permissible pile weights per bay (deck and underdeck), the length of the barge and the bunker point in relation to the length of the barge and radio call sign;
 - 2.2.1.4 the voyage number of the barge, being the unique voyage indication code that must be used for reference in all documentation and message interchanges.
 - 2.2.1.5 The rotation of terminals in Port of Durban for the voyage.
 - 2.2.1.6 The estimate date and time of arrival of the barge at each TPT terminal
 - 2.2.1.7 The estimated number of containers intended to be loaded at each terminal on a voyage within ten

percent of the number loaded. Deviations exceeding these tolerances (positive or negative) may result in Terminal Operator invoking a penalty tariff.

2.2.1.8 The estimated number of containers intended to be discharged at each terminal on a voyage within five percent of the number discharged. Deviations exceeding these tolerances (positive or negative) may result in Terminal Operator invoking a penalty tariff.

2.3 From seven (7) days prior to service request- daily until actual service rendering

From the date by which the information in clause 2.2 above is to be provided, the barge operator must provide the Terminal Operator with any changes to information provided in terms of sub clause as soon as reasonably possible after the barge operator has knowledge of such changes, and in doing so must provide all the information required in terms of clause 2.2 above.

2.4 At least 2 hours prior the departure of the barge from the loading facility, the barge operator must provide the Terminal Operator with an inbound stowage plan referencing the following:

2.4.1 Inbound discharge list referencing the containers to be discharged at the receiving facility with the following specifications:

2.4.1.1 Stowage position

2.4.1.2 Container ID

2.4.1.3 Container type

2.4.1.4 Container length

2.4.1.5 Container weight

2.4.1.6 Set point temperature setting if live reefer

2.4.2 The customer/exporter must pre-advice the containers for the intended outbound carrier prior discharging units off the barge. The outbound carrier must be planned to berth within 7 days of units discharged off the barge.

2.4.3 Not less than 1 hour prior the arrival of the barge at the receiving facility, the terminal operator will electronically consume the discharge list indicated in 2.4.1. Due to the short transit times between facilities in the Port of Durban, the departure of the barge from the loading facility will only occur once the Terminal operator confirms the successful processing of the discharge list into their operating system.

3. Berthing and stack planning

3.1 Following provision of barge operator's vessel information and 7 day SRN and subsequent daily(6,5,4,3,2,1 day) SRN advices until

service rendering, the Terminal operator will provision a suitable berth at the terminal for the barge. The terminal operator will make available on daily basis to the barge operator a berth plan reflecting the berth allocated.

- 3.2 Berth planning is done on a first planned, first served basis, taking berth suitability and terminal efficiencies into account. It remains at the discretion of the terminal operator to deviate from the above when it is in the Terminal Operators interest to do so.
- 3.3 If the barge operators barge's SRN is subsequently revised to later than twelve (12) hours after the two (2) day SRN referred to in clause 3.1 and the barge planned time at the allocated berth as run from that revised time of SRN does not overlap with a period of time allocated to another vessel, the barge operators barge will whenever possible be allocated the same berth from the revised SRN.
- 3.4 If the barge operator's SRN is subsequently revised to later than twelve(12) hours after the two(2) day SRN referred to in clause 3.1 and the vessel service rendering at the allocated berth, as run from that revised SRN, overlaps with a period of time already allocated to another vessel, the barge operators vessel will be allocated to the next available berthing time at a suitable berth on the berth plan, as updated at that time, after the vessel's revised SRN, and the berths will be replanned accordingly.
- 3.5 Such next available berth time as is referred to in clause 3.4 above may, at the discretion of the terminal operator, be broken in time (i.e non-continuous) and/or at more than one suitable berth.
- 3.6 If the revised time of arrival is earlier than the two (2) day ETA provided to the Terminal operator, the vessel concerned will retain the original planned berthing time unless an earlier suitable berthing time, closer to the revised time of arrival, is available. In such event the earlier berthing slot will be allocated. Barge delays will be calculated from the actual arrival or the two (2) day ETA whichever is later. Terminal delays will be calculated from the planned berthing time according to the two (2) day ETA, until actual time of berthing.
- 3.7 All information on berth plans issued by the Terminal Operator is given without any guarantee, and as the Terminal Operator's best estimate.

4. Stevedoring

- 4.1 Stevedoring activities onboard the barge operator's vessel must be performed by licensed stevedores contracted by the barge operator. Such stevedoring activities will include the following:
 - 4.1.1 securing, un-securing, removing or replacement of lashing devices such as clamps, stacking cones, twist locks, chains, wires, rods and similar devices; and

- 4.1.2 timeous deployment of barge cranes prior commencement of operations
- 4.1.3 timeous demobilization of barge cranes post operations and prior sailing from berth
- 4.2 The barge operator must provide at its own cost all materials necessary for securing containers and/or other cargo on board the barge. The Terminal Operator is not responsible for the security of any lashing materials which may be left by the barge operator or its agent or independent contractors at the Terminal from time to time.
- 4.3 The Barge operator must ensure that enough lashing materials (clamps, twist-locks, stacking cones, bridge-fittings, lashing bars, chains, bottle-screws) are available to adequately secure the cargo that is to be loaded onboard the barge. Such lashing material must be made available when required without causing any delay to cargo operations. The Terminal Operator will not be liable for any damages arising out of insufficient provision of lashing materials.
- 4.4 The Barge operator must ensure that suitable twist lock bins are made available for the storage of twist locks on the quayside during discharge and load operations. Such twist lock bins must be capable of being handled by a standard spreader on gantry crane or barge crane.
- 4.5 The Terminal Operator accepts no liability for injury or damage to property or for any damages, claims, costs and proceedings in respect thereof, arising out of faulty or defective rigging, winches, derricks, cranes, ramps, elevators or other equipment forming part of equipment of vessels owned, chartered, operated or controlled by the Barge operator. In the event of any injury, loss or damage occurring, the Terminal Operator must notify the barge Master or officer on duty verbally and in writing where possible, before vessels sails.
- 4.6 The Barge operator must ensure the barge is in all aspects ready to commence within 30 minutes of berthing.
- 4.7 The Barge operator is responsible for securing the mooring ropes to the bollards as soon as the barge is alongside the berth.

5. Cargo Operations

- 5.1 The Barge operator must ensure that the stowage of the barge is conducive to work 2 gangs for the duration of the barge call at the terminal.
- 5.2 Cargo operations will be confined to the handling of general purpose and reefer containers in either full or empty guise. For avoidance of doubt, the Terminal Operator will not handle IMDG, out of gauge and break-bulk cargo during the barge operations.
- 5.3 The Terminal Operator must conduct all services rendered by it expeditiously in accordance with the Barge operator's last timeous

notification and in a proper workmanlike manner with good and enough labour and equipment.

5.4 The relevant computer system generated discharge and load lists or EDIFACT messages will constitute the Barge operator's receipt for any container that is discharged or loaded onto the barge.

5.5 The Terminal Operator must ensure that the Barge operator's vessels are loaded and stowed in accordance with the customers written or electronic instructions and the agreed stow plan timeously provided by the Barge operator or its agents.

5.6 Within six (6) hours after the completion of all container working on the barge during the call at the terminal, the Terminal operator must confirm to the customer electronically all containers discharged, loaded and restowed on the barge and associated stowage positions.

5.7 The Terminal operator must provide the barge operator with an exception list specifying discrepancies on inbound containers eg short landed or over landed containers and within three (3) hours of receipt of the abovementioned exception list, the Barge operator must provide the Terminal Operator with the following:

- 5.7.1 A list of containers in respect of which the discharge instruction has been cancelled; and
- 5.7.2 An import container list for all containers over landed which must comply with the requirements in clause 2.4.1 above. If the Barge operator fails to comply fully with Clauses 10.7.1 and 10.7.2 the Terminal Operator is absolved from his obligations in terms of Clause 10.6

5.8 If the Barge operator decides to cut-and run with a vessel, change vessel visits, short ship, or various other decisions which are made at the request of the Barge operator, then the Barge operator must be responsible for the relevant costs associated. All affected costs related to these requests by the Barge operator will be billed to the Barge operator.

5.9 All amendments requested by the Barge operator for changes to the Call Advise shall be billed for as an amendment cost.

5.10 If a container is taken up in the outbound stack for loading on the barge and is prevented from being shipped by SARS or any other person, department, entity, or institution, whether local or foreign, which is lawfully entitled to do so, the barge operator is responsible for all costs associated with non-shipment of such container.

6. Handling of leaking/damaged containers:

6.1 Unless containers have been damaged by the Terminal operator, any costs associated with the clean-up and/or remediation of the Terminal

and/or marine environment due to pollution caused by a leaking container, will be borne by the Barge Operator.