



**REFINERS (PTY) LTD**

**(NERSA Licence number: PPL.sf.F3/80/10/2008)**

**STORAGE CAPACITY ALLOCATION MECHANISM**

**FOR THE CAPE HABOUR TANK FARM**

DATE: 28 October 2024

FFS Refiners (Pty) Ltd allocation mechanism for uncommitted capacity

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## 1. PURPOSE OF THE ALLOCATION MECHANISM

- 1.1. This allocation mechanism has been established in accordance with Regulations 3(6) to 3(9) of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003). The purpose of this allocation mechanism is to outline rules and procedures to be followed in the event that there is uncommitted capacity for third-party access in the FFS Refineries (Pty) Ltd. (FFS Refiners) petroleum storage facility.

## 2. DEFINITIONS

- 2.1. **“Dead/unpumpable Stock”** means the stock that cannot be extracted from the tank (normally below the discharge point of a tank).
- 2.2. **“Facility”** means the licensed storage facility of FFS Refineries (Pty) Ltd and its auxiliary equipment that is or is intended to be used for the storage of petroleum products.
- 2.3. **“Licensee”** means any person holding a licence granted by NERSA under the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) (‘PPA’).
- 2.4. **“NERSA”** means the National Energy Regulator of South Africa established by section 3 of the National Energy Regulator Act, 2004 (Act No. 40 of 2004).
- 2.5. **“Operating Capacity”** means the stock capacity available for operation and exclude any dead/unpumpable stock in the tank.
- 2.6. **“Operating Stock”** means the stock required to operate on a day to day basis based on the replenishment cycle to the facility.
- 2.7. **“Petroleum Products”** means any liquid petroleum, fuel and any lubricant, whether used or unused, and includes any other substance which will be used for a purpose for which petroleum fuel or any lubricant may be used.
- 2.8. **“Petroleum”** means crude oil and petroleum products.
- 2.9. **“Safety Stock”** means a level determined to ensure continuous supply of stock to FFS Refineries customers in the event of a delay in the replenishment plan of stock to the facility.
- 2.10. **“Third-Party”** means any company or person other than the sole or co-owner of the petroleum storage facility, who is interested and/or affected or has access to petroleum facilities.
- 2.11. **“Third-Party User Agreement”** means the standard agreement prescribing the minimum terms and conditions of use of the facility that is entered into between the licensees accepting a third-party request for use of the facility and the third-party.
- 2.12. **“Uncommitted Capacity”** means capacity determined by the National Energy Regulator of South Africa (‘NERSA’) that is not required to meet contractual obligations.
- 2.13. **“User”** means a third party that has been granted and is for the time then utilizing capacity in the facility.

### 3. INTRODUCTION

- 1.1. FFS Refiners (Pty) Ltd. (hereafter referred to as 'FFS Refiners') is private company incorporated under the laws of the Republic of South Africa, with the company registration number **1986/003962/07**.
- 1.2. On 8 January 2010, the National Energy Regulator of South Africa ('NERSA') issued a license to FFS Refiners to operate a petroleum storage facility at Eastern Mole, Duncan Dock, Port of Cape Town in the Western Cape Province (**NERSA license number: PPL.sf.F3/80/10/2008**).
- 1.3. It is important to note that on 22 September 2014, NERSA approved the first amendment of the FFS Refiners operating license. Table 1 contains details on the storage facility. The table below shows the current details of the petroleum storage tanks according to the amended operating license.

**Table 1: Details of the licensed storage tanks**

Tank ID	Tank Type	Product	Design capacity	Operational capacity
1.	above-ground tank	Diesel (D50)	5 400	4 320
2.	above-ground tank	Diesel (D50)	5 400	4 320
3.	above-ground tank	Diesel (D50)	1 100	880
4.	above-ground tank	Diesel (D50)	1 150	920
5.	above-ground tank	Diesel (D50)	1 200	960

### 2. LEGAL REQUIREMENTS

- 2.1. Section 20(1)(n) of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) ('PPA') states that: *"third parties must in the manner prescribed by regulation have access on commercially reasonable terms to uncommitted capacity in storage facilities: Provided that an applicant for a storage facility licence or an amendment of such licence may elect to give users access to the facility on the basis that the capacity is shared among all users in proportion to their needs"*.
- 2.2. In terms of section 4(g) of the PPA, NERSA is empowered to: *"monitor and take appropriate action, if necessary, to ensure that access to petroleum pipelines, loading facilities and storage facilities is provided in a non-discriminatory, fair and transparent manner"*.
- 2.3. FFS Refiners is working hard to comply with Section 20(1)(n) of the PPA and the regulations regarding third-party access.

### 3. INTRODUCTION

- 3.1. Condition 17 of the FFS Refiners operating license requires FFS Refiners to lodge with NERSA its allocation mechanism for uncommitted capacity as soon as the operating license is granted. In light of the aforementioned license condition, FFS Refiners must submit the allocation mechanism to NERSA to ensure compliance with its license conditions.

- 3.2. Furthermore, Rule 19(1) of the Rules made under the PPA states that *“the licensee must publish information relating to uncommitted capacity at its petroleum storage facility as and when directed by NERSA.”* In accordance with the aforementioned rule, FFS Refiners will publish the allocation mechanism on its website to help potential customers understand the procedures for third-party access to the storage facility.
- 3.3. This allocation mechanism has been guided by the **“Allocation Mechanism Guidelines for Third Party Access to Petroleum Storage Facilities”** published by NERSA. Furthermore, in fulfilling this obligation, FFS Refiners considered the requirements of Regulations 3(8) and 3(9) of the Regulations made under the PPA (‘the Regulations’). Regulation 3(8) states that: *“the allocation mechanism must include:*
- a) *a tariff schedule;*
  - b) *contractual terms and conditions regarding use and payment;*
  - c) *technical requirements for access to the storage facility; and*
  - d) *the process to be followed by a third party when requesting access”.*
- 3.4. Regulation 3(9) states that: *“an allocation mechanism must:*
- a) *be commercially reasonable;*
  - b) *be operationally reasonable;*
  - c) *apply ‘first come, first serve’ principle;*
  - d) *apply ‘use-it-or-lose-it’ principle;*
  - e) *not discriminate on any grounds as contemplated in section 21 of the PPA; and*
  - f) *be technically feasible”.*

#### 4. STORAGE CAPACITY ALLOCATION MECHANISM

##### 4.1. Tariff Schedule

- 4.1.1. On 10 September 2020, NERSA decided to approve the FFS Refiners tariffs for its petroleum storage facility at the Cape Town Harbour.
- 4.1.2. The approved tariffs were for a multi-year period from the date of approval until 31 December 2022. The tariffs approved are maximum tariffs, expressed in Rands per cubic meter (R/m3/month), and are exclusive of the value-added tax (refer to Table below).

**Table 2: NERSA approved tariffs**

Name of Licensee	Location	FY 2020 (R/m3/month)	FY 2021 (R/m3/month)	FY 2022 (R/m3/month)
FFS Refiners	Cape Town Harbour	423	460	441

- 4.1.3. Paragraph 3 of the NERSA tariff decision states that, upon lapse of the 2022 tariff period, the 2022 tariff will remain in force until NERSA takes a decision to approve a new tariff for the storage facility in line with section 28(5)(b) of the PPA.

- 4.1.4. It is worth noting that in terms of section 28 of the PPA, a licensee may request NERSA to review its tariff from time to time and may submit a proposal to NERSA in this regard and such proposed tariff if set or approved comes into effect from that date. Furthermore, a licensee may not charge a tariff for the licensed activity in question other than that set or approved by NERSA.
- 4.1.5. At the time of compiling this allocation mechanism, FFS Refiners had no uncommitted capacity to allow third-party access in its facility. If there is any potential third-party access, FFS Refiners will charge the applicable tariff approved by NERSA.
- 4.1.6. The public can access the non-confidential version of the NERSA tariff decision at the offices of FFS Refiners. The tariff schedule has also been published on NERSA's website ([www.nersa.org.za](http://www.nersa.org.za)).

#### 4.2. **CONTRACTUAL TERMS AND CONDITIONS FOR USE**

- 4.2.1. In the event of an uncommitted capacity, all parties are required to agree and sign the contractual agreement outlining the terms and conditions for accessing the storage facility. The contractual agreement includes, but is not limited to, the following criteria:
- Allocation of uncommitted capacity;
  - Storage capacity scheduling and planning;
  - Volumes to be stored;
  - Product type and quality;
  - Custody of petroleum products;
  - Amendments to the contractual agreement;
  - Technical requirements for accessing the facility;
  - The third party must adhere to certain procedures when requesting access to the facility.
  - Amendments to contractual agreements, etc.

#### 4.3. **ALLOCATION OF UNCOMMITTED CAPACITY**

- 4.3.1. FFS Refiners will only allow third-party access if the third party has all contractual arrangements in place for the importation and transportation of petroleum products. To ensure stock rotation, a third-party user must demonstrate their capacity and contractual ability to remove stored petroleum products. A third-party user must also prove the reliability of petroleum products supplied from dependable sources. FFS Refiners will use the following allocation rule principles:
- **First come, first served principle - The facility will receive all products on a first-come, first-served basis.** To ensure maximum operational efficiency, FFS Refiners' and third-party users must agree upfront on any deviation. This implies that we will only evaluate and grant access to the facility to third-party applications that meet all the requirements outlined in this allocation mechanism, provided there is uncommitted capacity available.

- **Use it or lose it principle** - In order to ensure operational optimization of the facility, FFS Refiners will implement monitoring systems to ensure that third-party users utilize capacity as per the agreed terms and conditions. If a third-party user violates this arrangement by not using their share allocation capacity, FFS Refiners will forfeit it to a qualifying applicant who has met their requirements but has not received access due to capacity unavailability.

#### 4.4. **STORAGE CAPACITY SCHEDULING AND PLANNING**

4.4.1. FFS Refiners is responsible for developing rules and procedures that govern the discharge and storage of products in its storage facility by third-party users.

4.4.2. FFS Refiners are under no obligation to load, store, or discharge any product.

- Except it is reasonable, adequate, and consistent with FFS Refiners' usual procedures for storing that product in its facilities; and
- Unless the third-party user has signed a valid third-party user agreement with FFS Refiners for the applicable product.

#### 4.5. **VOLUME TO BE STORED**

4.5.1. FFS Refiners will establish a reasonable timeframe for storing or delivering a specific quantity of product. FFS Refiners shall not be obligated to store that quantity outside of that timeframe or in excess of the agreed quantity.

4.5.2. If a third party fails to load, discharge, or store the agreed quantity of any product at the facility, it will not be eligible for a refund or credit for the unused access.

4.5.3. FFS refiners must identify the procedure of metering the product into the storage facility, and the third-party user bears all risk/liability for measurement losses, leaks, and spills caused by negligence, standard loss and evaporation.

4.5.4. If a third party fails to meet the minimum throughput, it will pay the full tariff as if it had used the facility.

4.5.5. FFS Refiners shall apply procedures at the facility for volume adjustments based on temperatures and densities of product loaded, stored, and discharged.

#### 4.6. **PETROLEUM TYPE AND QUALITY**

4.6.1. Petroleum products stored at the FFS Refiners' facility must comply with the following core petroleum industry standards:

- All diesel grades to meet SANS 342 standards.
  - SANS 342 " Diesel grades that may be sold to an end-consumer in the Republic, shall-



- (a) Be low-sulphur grade diesel which must conform to South African National Standard, Automotive diesel fuel, SANS 342, and must conform with the following standards:
- (i) The sulphur content of such diesel may not exceed 10mg/kg; and
  - (ii) not more than 5% v/v biodiesel is blended.

4.6.2. The incoming product will be sampled and tested against acceptance tests to detect any contamination that may have happened during transit. The grades must adhere to the most recent SANS standards. Any changes to product specification shall be disclosed to both the third party and NERSA.

4.6.3. No third-party user may enter the facility with a product until it has undergone testing to the reasonable satisfaction of FFS Refiners, ensuring it meets the applicable product specifications and is free from contamination.

4.6.4. On receipt of a product, FFS Refiners will test the product to establish whether it conforms to FFS Refiners' product specifications.

4.6.5. FFS Refiners agrees to provide formal specifications to third-party users upon request. If the test indicates that the product does not meet FFS Refiners' product criteria, FFS Refiners may refuse to store it at its facility, with no recourse from the third-party user. If a third-party user requires a particular test to determine the quality of the product, the third-party user is responsible for the cost of the test.

4.6.6. A third-party user introducing a new product not previously stored at the facility shall only do so with the prior written approval of FFS Refiners' board of directors. Furthermore, before introducing such a product, it would be required that the third-party user provide full details of the product in advance to FFS Refiners in order for it to comply with all legal obligations and other Health, Safety, Security, and Environment (HSSE) procedures and codes of practice, in particular the Occupational Health and Safety Act No. 85 of 1993.

#### 4.7. **CUSTODY OF PETROLEUM PRODUCTS**

4.7.1. As the host, FFS Refiners will manage the facility's stock, and as such, the third-party user responsible for arranging or contracting the product replenishment transportation will bear the risks of product losses. The facility's mass flow meters will measure the volume of received product. The facility's flow meters will also measure the dispatch quantities.

4.7.2. Notwithstanding the foregoing, FFS Refiners shall not be required to bring any product into the facility for a third-party user if doing so would require mixing it with other products that might be incompatible in any way.

#### 4.8. **AMENDMENTS TO DOCUMENTATION**

4.8.1. FFS Refiners may, at any time and from time to time, alter the provisions of this allocation mechanism.

4.8.2. FFS Refiners shall specify how amendments by the third-party user will be handled and shall specify the period before receipt or dispatch during which no amendments should be made. This shall be based on FFS Refiners' scheduled plan, considering the effect that such amendments may have on the scheduled plan.

4.9. **CONTRACTUAL TERMS AND PAYMENT CONDITIONS**

4.9.1. The third-party user agreement will include contractual payment terms and conditions, outlining the framework that both FFS Refiners and the third party must agree upon.

4.9.2. If the third-party user agreement specifies a longer period for product storage at FFS Refiners, the "use it or lose it" principle will take effect.

4.9.3. The third-party user shall pay the invoiced amounts due to FFS Refiners as per negotiated terms and conditions stated in the third-party user agreement. If the third-party user fails to make a payment by the due date, interest will accrue at the prime rate, starting from the day it is due and continuing until the payment date.

4.9.4. The NERSA-approved tariff shall be used to calculate the amount payable based on the volume stored.

4.9.5. The third party must make all payments to FFS Refiners via electronic funds transfer (EFT) into their designated bank account. For such payments, FFS Refiners will assign a customer account number to a third-party user as a reference.

4.9.6. Tax Invoice Format: It shall contain the following information, where applicable:

- Details of the terminal manager or terminal operator,
- Contracting party name and address;
- Date of invoice;
- Delivery date;
- Reference number allocated to each upliftment;
- Quantity handled by FFS Refiners during applicable invoicing period;
- Applicable tariff as approved by NERSA;
- VAT, where applicable; and
- Price and applicable exercise duties etc.

4.9.7. The third-party user seeking access to the storage facility must be registered as a wholesaler of petroleum products under Act No. 120 of 1977 or hold a valid license issued by the Department of Mineral Resources and Energy (DMRE).

4.10. **NON - ADHERENCE WITH ALLOCATION MECHANISM**

4.10.1. Should a third-party user not adhere to this allocation mechanism, the following remedies will apply:

- Common law remedies will apply, were appropriate;

- If a third-party user exceeds a portion of the allocated ullage for a period that exceeds what was agreed upon, it must:
  - rectify the situation as soon as possible,
  - accept accountability for all costs incurred or to be incurred, and
  - all direct costs associated with the impact on FFS Refiners' ullage constraints.
- If the third-party user fails to comply with this allocation mechanism, it will bear all consequential losses.

#### 4.11. ADHERENCE TO APPLICABLE LAWS AND RULES

4.11.1. A third-party user must warrant that it is always willing to comply with all laws and policies applicable to the distribution and handling of petroleum products, including, but not limited to, all South African Revenue Service (SARS), the Department of Mineral Resources and Energy (DMRE), NERSA, and the Department of Trade and Industry (DTI) requirements.

4.11.2. Furthermore, a third-party user must at all times adhere to Health, Safety, Environment, and Quality (HSEQ) rules.

#### 4.12. TECHNICAL REQUIREMENTS FOR ACCESS TO THE FACILITY

4.12.1. FFS Refiners will require a third-party user to adhere to all requirements and operational standards.

4.12.2. Other general technical requirements will be taken into consideration in the event of a potential request for third-party access into the facility:

- **Due diligence requirements:** All potential third-party users must adhere to FFS Refiners' compliance procedures. Therefore, all potential third-party users (upon receipt of the application form marked as **ANNEXURE A**) who meet the basic operational requirements will be screened through FFS Refiners' internal corporate screening processes.
- **Product specification requirements:** product entering FFS Refiners' storage facility will have to adhere to South African National Standards (SANS) standards. Only products that meet the required standard and quality specifications shall be allowed into the facility.
- **System requirements:** before allowing any third-party access, FFS Refiners will have to put systems in place that will assist in managing third-party users' transactions, product movements and accurate data transfers between third-party users. Therefore, a third-party user will also be required to have its systems in place and comply with applicable industry standards.
- **Insurance:** FFS Refiners will not provide any insurance cover for products stored at its facility and therefore the requirements for third-parties' users regarding insurance cover will be outlined in their

specific contracts or agreements. Each party shall assume responsibility for insuring its own product against possible losses or damages while in the custody of FFS Refiners storage facility.

- **Replenishment methods:** there will be specific instructions for receiving and uplifting products into the facility. FFS Refiners is not obliged to receive into or store any product, without the quality certificate proving that the product meets the agreed minimum specifications. There shall be accurate and timely recording of transactions for a third-party user account and timely corrective actions taken on errant transactions when identified.

## 5. ACCESS REQUIREMENTS FOR DRIVERS AND TRUCKS TO THE FACILITY

5.1.1. Transportation contractors delivering and/or uplifting product from FFS Refiners facility must comply with the required safety standards as per FFS Refiners' Safety Health Environment Risk and Quality (SHERQ) policy. This process is meant to ensure that all fleet operators have a safety management system in place and comply with safety and environmental legislation.

5.1.2. All vehicles entering the facility will be inspected according to the standard procedures set by FFS Refiners. Vehicles that meet the standard procedures will be issued with a Safe Loading Pass (SLP) prior to entry, loading or discharging on site and the SLP will be valid for a period of 12 months.

5.2. All drivers entering the FFS Refiners must be inducted and trained regarding site specific safety rules and regulations. This may include the following:

- General site induction;
- Emergency response plan (ERP) training;
- Basic firefighting training;
- Transfer processes and procedures;
- HSSE practices in product handling and control;
- Road transport related policies i.e. drug and alcohol policy;
- Driver defence training and
- Safe discharge and loading procedures must be adhered to at all times.

5.3. All drivers entering the facility must be in possession of the following documents:

- Valid drivers' licence;
- Copy of identification document;
- Valid South African professional driving permit (PDP) for dangerous goods;
- Valid medical certificate declaring that the driver is medically fit to operate the vehicle;
- Safe Loading Pass certification;
- Fire permit for vehicle;
- Dangerous goods declaration;
- Documented emergency procedures; and

- Other documents that may be required by FFS Refiners to be presented at all times during the delivering and collecting of product.

## 6. PROCESS FOR REQUESTING THIRD PARTY ACCESS

- 6.1. When it is technically feasible to allow third-party access, all interested third-parties requiring access to the storage facility are required to comply with the following:
- 6.2. Interested third-parties must first contact FFS Refiners regarding the allocation of uncommitted capacity and access to the storage facility. All applications for uncommitted capacity allocation shall be addressed to the attention:

**Contact details:**

Name: Bridget Bishenden

Designation: 104 Umhlatuzana Road

Sea View, Durban

Rossburgh

4072

Email: [bridgetb@ffs.co.za](mailto:bridgetb@ffs.co.za)

Office number: 031 459 5311

031 459 5300

- 6.3. FFS Refiners will accept either a registered letter or an email as a method of correspondence.
- 6.4. Interested third-parties will be required to complete an application attached hereto as **ANNEXURE A**.
- 6.5. The application form must include the following information:
- Full registered name of the applicant;
  - Trading name of the applicant (if different from the registered name);
  - Registration number and contact details of the company;
  - Name of the mandated representative (if applicable). Attach documentary proof of mandate given to represent the company. The details of mandated representative must include:
    - Designation
    - Full Names
    - Telephone Number
    - Fax Number
    - Email address
    - Capacity required to be stored per product; and
    - Monthly volumes as well as weekly schedule for storage and uplifts.
- 6.6. In assessing the application form by a third-party user, FFS Refiners will perform the following:

- Anti-corruption due diligence
  - Product specification
  - Bulk vehicle and bulk vehicle operator HSSE requirements
  - Agreed contractual terms and conditions etc.
- 6.7. A third-party user must also provide confirmation of its capacity to procure, handle and distribute petroleum products and must also comply with the following:
- A third-party user must be registered as wholesalers of petroleum product as set out in the Petroleum Products Act 120 of 1977 (as amended) and a copy of the wholesale licence must accompany the application form.
  - A third-party user must be in a position to prove financial stability and FFS Refiners reserves the right to verify the details provided.
  - A third-party user must prove and provide certificates confirming their BEE status as per the Liquid Fuels Charter.
  - A third-party user must be willing and be able to submit any information stipulated in the licence conditions as imposed by NERSA.
- 6.8. Preference will be given to historically disadvantaged South Africans (HDSA's), who meets the criteria.
- 6.9. A third-party user is required to provide all relevant supporting documents stipulated in the application form.
- 6.10. Documents submitted together with the application form will be screened and vetted. The vetting process shall include but not limited the following:
- Credit vetting;
  - Anti-money laundering;
  - Anti-bribery vetting;
  - Sanctioned country and politically exposed persons;
  - Legal contract; and
  - HSSE vetting.
- 6.11. FFS Refiners will respond to all applications by third-party within a period of 30 days of receipt of the request via email or registered letter.

## **7. MAINTENANCE AND INTERRUPTIONS**

- 7.1. The Terminal manager/operator will be responsible for communicating the twelve (12) months maintenance plan, that may influence third-parties' users. In cases of unplanned interruptions (breakdowns), the Terminal Manager will communicate to all users immediately.

## **8. TREATMENT OF CONFIDENTIAL INFORMATION**

- 8.1. At the time of planning process and operation of the facility, information will be shared that may be deemed confidential. Accordingly, no third-party user must disclose confidential information, without written consent of the owner of the confidential information. Confidential information shall include, but not limited to the details of agreement between the third-party user and FFS Refiners, the information handled over during the course of negotiations, as well as the details of planning volumes, operating procedures etc. All potential third-parties' users are obliged to sign a Non-Disclosure Agreement (NDA) with FFS Refiners.

## **9. CONCLUSION**

- 9.1. This allocation mechanism does not imply that there is any automatic uncommitted capacity for third-party access in the FFS Refiners' storage facility. Currently, there is potential uncommitted capacity. FFS Refiners submits that it is continuously trying its best to comply with both section 20(1)(n) of the PPA and the regulations regarding third-party access.

**APPLICATION FORM FOR REQUEST OF THIRD PARTY ACCESS TO THE FACILITY**

Please complete this application form. Note that an incomplete application for will not be processed.

**1. FULL NAME OF APPLICANT**

-----

hereby apply for access to the FFS Refiners' storage facility and submit the following information:

**TYPE OF ENTITY** (please tick one)

Private company	<input type="checkbox"/>
Public company	<input type="checkbox"/>
State owned company	<input type="checkbox"/>

Company registration number:

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VAT registration number:

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Trading name (if different from the above):

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Holding company (if applicable):

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**CONTACT INFORMATION**

Company address:

-----  
-----  
-----

Telephone number:

-----

Fax number:

-----

Email (if applicable):

-----



**CONTACT PERSON**

Full Names:

-----

ID Number:

-----

Designation:

-----

Cell:

-----

Telephone number:

-----

Fax number:

-----

Email (if applicable):

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**2. ACCESS REQUIREMENTS**

Storage capacity required:

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**ARRIVAL OF THE PRODUCT**

Date:

-----

Time:

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Duration that the product will be stored at the storage facility:

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-----

Mode in which the product will be dispatched from facility:

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**VOLUME OF PRODUCT TO BE STORED**

Volumetric capacity of product in cubic meters (m<sup>3</sup>) or in litres:

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Product type and quality:

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The applicant agrees that the product must comply with all product specifications as outlined in the third party user agreement and in this allocation mechanism document.

Agree:

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**3. TERMS AND CONDITION OF ACCESS TO THE FACILITY**

By making this application, the applicant acknowledges that it has read, understood and accepts the terms and conditions of use of the facility as outline in the allocation mechanism document and third party user agreement.

SIGNED for and on behalf of **FFS Refiners (Pty) Ltd** this -----day of -----, herein represented by

----- in his capacity as -----he being duly authorised thereto

\_\_\_\_\_  
**For: FFS Refiners (Pty) Ltd**

SIGNED by the **Third-Party User** this -----day of -----, herein represented by

----- in his capacity as -----he being duly authorised thereto

\_\_\_\_\_  
**For: Third-Party User**