



## **MOOV FUEL (PTY) LTD - PETROLEUM STORAGE FACILITIES**

**FACILITY IN SWELLENDAM – (PPL.sf.F3/187/2014)**

**CERES PETROLEUM DEPOT – (PPL.sf.F3/133/2013)**

**BREDASDORP PETROLEUM DEPOT – (PPL.sf.F3./105/2011)**

### **Allocation mechanism for third parties to the petroleum storage facility**

**Please note: Moov Fuel (PTY) Ltd, the operator of the Petroleum Storage Facilities is a law-abiding entity and take the risk of potential criminal activities in the movement of petroleum products very seriously.**

**Moov Fuel (PTY) Ltd, the operator of all the above indicated Petroleum Storage Facilities will at all time take all required steps to ensure it does not receive or store any stolen petroleum product – even if it translates into certified documentation from product suppliers.**

**The quality of the product in storage at the Petroleum Storage Facilities is of vital importance. All effort will be made to ensure that only proper quality products are distributed to our clients.**

**Any Third-Party users are under obligation to subscribe to this focus on quality products and to ensure the quality of products they deliver at the Petroleum Storage Facilities for storage.**



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## **CONTRACTUAL TERMS & CONDITIONS OF THE USE OF ANY MOOV FUEL (PTY) LTD PETROLEUM BULK STORAGE FACILITY**

### **1. Storage capacity scheduling and planning:**

Please note the contact details for notification & application for storage space at the Petroleum Storage Facilities are indicated under point 12 of the document.

(a) Storage capacity will only be made available if not taken up by the operator of the Petroleum Storage Facilities operations or other Third- Party users already utilizing the bulk storage facility.

(b) Three months advance notice for the use of storage capacity as well as a three month forecast is a firm requirement in order to execute proper initial planning and scheduling.

(c) Final order planning. At least seven working days' notice is required for the confirmation of an order.

- Due to the current price changing regime and subsequent client requirements, no third-party product other than MOOV FUEL or Ikamva Fuel will be accommodated between the 20<sup>th</sup> of a month and the 7<sup>th</sup> of the next month. Any product of any third party inside any bulk tank during the time between the 20<sup>th</sup> of a month and the 7<sup>th</sup> of the next month will either be used by MOOV FUEL or Ikamva Fuel and replace at a later stage after the 7<sup>th</sup> of the month provided diesel fuel is available to do so **or** there will be a penalty of R0.20 per litre – what ever way is the best for MOOV FUEL or Ikamva Fuel.

- Product will only be received and shipped once depot management receive a 24-hour notice of such product movement.

- Only the quantity of product for the time period specified as per official notice will be stored at the depot.

- Petroleum product will only be received between 09h00 to 15h30 Monday to Friday, excluding public holidays or special days declared by the Government as "non-working days".

- Petroleum product can only be received and shipped by road transport.

- Product that arrives earlier than the specified time as indicated above will stay on the tanker truck and the tanker truck will not be allowed inside the depot perimeter fencing.

- Any tanker truck carrying product will only be accommodated inside the depot perimeter once the depot personnel are able to safely start and execute the transfer the product into the bulk storage tanks.



- Before any transfer of petroleum product may be done, each compartment of the tanker truck will be subjected to the dip with for water – utilizing water finding paste. This will also be valid for tanker trucks that collect product on behalf of a Third Party.
- For purposes of Crime Prevention and Quality Assurance, all the documentation with regards to the product load must be in order. This documentation requirement includes a “Bill of loading” from an accredited supplier of fuel – Shell SA, Astron, Total or BP. Product from any other source will not be accommodated at the depot.
- All documentation must be available in electronic format (email) and in hard copy format.
- At all times, priority treatment will be given to product movement for the operator of the Petroleum Storage Facilities (MOOV FUEL) and Third-Party users (Ikamva Fuel) already utilizing the facility.

**PLEASE NOTE:**

No deviations or non-compliance of the time frames and volume restrictions indicated in this document will be accommodated.

The operator of the Petroleum Storage Facilities reserves the right to hire tanker trucks to remove the product from the bulk storage and charge the lessee with the cost there of plus a market related management fee.

**2. Volume of product that can be accommodated:**

The Petroleum Storage Facilities consists of various bulk storage capacity each. All but one is 83000 litre Diesel bulk storage tanks.

The operational capacity of each Diesel bulk storage tanks is 80000 litres.

**3. Metering of product:**

LC Bulk meters are used for the offloading and loading of product. The meter is properly calibrated, and a certificate is issued by a SANAS accredited institution or operator.

**4. Metering & meter records:**

Meter readings are currently recorded mechanically by the employees at the Petroleum Storage Facilities in charge of product transfers. This data recording will at all times be regarded as the official valid record of product off loaded or loaded into tanker trucks. It is up to the third party to employ quality control measures to ensure that these recordings are correct and validated.

Product will be measured and reported at a temperature of 20 degrees Celsius and at a density of 0.820. The relevant SANS standards will be applicable to all temperature and density measurements.



## **5. Gains, Losses and Dead stock:**

A Third Party will have access to the exact volume of their product pumped in and out of storage. – see point 4 above. However, a Third Party will not have any claims to any gains and losses due to fluctuations in temperature and density.

Any gains and losses in depot operations is the liability of the Operator of the Petroleum Storage Facilities. A Third Party have no right to any gains due to depot operations.

Any un-pump-able product or dead stock is the property of the Operator of the Petroleum Storage Facilities. A Third Party will be able to load only the exact quantity that they pumped into the storage.

## **6. Petroleum type and Quality and the Management of Risks in this regard:**

MOOV FUEL (PTY) Ltd source Diesel Fuel for storage in their Bulk Storage facilities only from recognised Branded Fuel Companies that is stored in . This translate that the fuel that is stored in bulk fuel storage tanks, contains additives introduced by the various suppliers.

At no time will base diesel fuel be accepted for storage at any MOOV FUEL Bulk Storage Facility.

The Petroleum Storage Facilities is the supplier of 50 ppm of Diesel to the agricultural community and associated industries in their area. The quality of the fuel and the additives it contains to cater for severe winter temperature, are vital to the service rendered by the depot.

Only Diesel that was directly supplied by Shell SA, Chevron and BP (Terminals in the Cape Town area) will be accommodated at the Depot.

Only “sealed” compartments containing Diesel will be transferred in the bulk storage tanks of the Petroleum Storage Facilities. Under no circumstances will any compartment where a seal is broken or there is evidence that tampering of the seal took place, be unloaded at the Petroleum Storage Facilities.

Only product that comply with SANS 342 and other applicable South African National Standards will be accommodated at the depot

If so required, samples will be taken from each compartment of a tanker truck and be analysed by an accredited authority.

Any contamination of existing product in the bulk storage tank by inferior quality product is totally unacceptable and the Third Party will be held responsible for all the cost of transporting and replacing the entire product quantity in the tank as well the loss of business and market share. In addition, any claims by any number of clients for repairs to equipment and vehicles will be for the account of the Third Party.

## **7. Leaks, Spills, Slops and other environmental concerns:**

Any contamination due to a leak, or spill that originate from the third party's vehicle or equipment will be clean-up by an accredited institution. All the required legal notifications and processes prescribed by South African Laws and regulations will be followed and will be the responsibility of the third party. The costs of the clean-up and the associated management man-hours will be for the affected Third Party.



Please note: The Operator of the Petroleum Storage Facilities will not wait for a “Third Party Corporate Decision” in order to start the clean-up of any environmental contamination or a potential Health and Safety problem. The order to start the clean-up will be issued to an accredited organisation as soon as possible in order to contain the environmental damage as far as possible. However, the Third Party that caused the spill will be liable for all cost – including the cost of “non-Operations” (Down Time).

## **8. Custody of petroleum products and cost for handling & storage of the fuel:**

The custody of any petroleum product transferred into the bulk storage facility of the Petroleum Storage Facilities will have passed to the Operator of the Petroleum Storage Facilities

The custody of any petroleum product transferred from the bulk storage facility into a tanker truck of a Third Party will have passed to the affected Third Party.

In order to curb any potential criminal activities, all deliveries and collection of product by a Third Party will have to be confirmed by email, fax and telephone.

A Third Party utilising the storage facility will have to supply the operator of the Petroleum Storage Facilities with a list of vehicles and trailers (registration no's and certified copies of registration certificates) that may enter and deliver or collect product.

A Third Party utilising the storage facility will have to supply the Operator of the Petroleum Storage Facilities with a list of drivers (Identification no and certified copies of Identification documents and Drivers licences) that may enter and deliver or collect product.

No passengers will be allowed with the driver inside the perimeter of the Depot unless that person is the identified “Driver Trainer” of the Third Party utilizing the bulk storage facility.

The tariffs for the storage of fuel will be updated regularly due to the considerable increases in the price of electricity as well as the increase in the cost of security, labour and maintenance.

## **9. Quality, Health, Safety, Security and Environment**

HSSE is a top priority for the Operator of the Petroleum Storage Facilities. A Third Party will at all times subscribe to the HSSE policy of the Operator of the Petroleum Storage Facilities and the associated procedures and rules valid for the Petroleum Storage Facilities.

All drivers of tanker trucks that enter the Petroleum Storage Facilities will have all the required valid licences, training, medical checks required by law and in the petroleum industry. Drivers would also only operate within the perimeters their legal working hours. The tanker trucks of a Third Party entering the Petroleum Storage Facilities will comply too all the required legal standards and industry requirements for a petroleum tanker truck. This will include a fire permit and a safe loading pass from recognised branded diesel suppliers in South Africa that operates gantries.



**Please note:** Legislation and standards pertaining to BVO's and tanker trucks change from time to time. The minimum requirement for BVO's and tanker trucks entering the premises of the Petroleum Storage Facilities will be the legislation and standards valid on the day of entering.

To prevent criminal activities (receive of product that was high jacked from another hauler or the theft of bulk fuel) taking place, the following is valid with regards to documentation.

**Once documentation was received and confirmed for any deliveries or collection of product by a Third Party, no changes will be allowed.**

If for any reason the delivery or collection has to be cancelled, the relevant documentation will go into "quarantine" and the whole process of documentation generation will start again from scratch.

In such cases the Operator of the Petroleum Storage Facilities may charge a reasonable administration fee for accepting and processing of such documentation.

#### **10. Remedial actions in case of loss or deterioration of product:**

The Operator of the Petroleum Storage Facilities will be responsible for replacing any loss of product due to the malfunction of depot equipment or due to depot operations.

The Operator of the Petroleum Storage Facilities will be responsible for replacing any loss of product due to fire or theft while the product was in their custody – only if the Operator of the Petroleum Storage Facilities was proved to be negligent in providing reasonable safety and security measures.

A Third Party is responsible to properly check that the safety and security measures at the Petroleum Storage Facilities is acceptable to him and is also responsible for fire and theft insurance cover for all his product stored in the bulk tanks at the depot.

Once a Third Party has collected product that was in storage at the Petroleum Storage Facilities, the Third Party is under obligation to check for water or to take any other samples of the product in the in the tanker truck before it leaves the perimeter of the Petroleum Storage Facilities.

Once the tanker truck is outside the perimeter of the Petroleum Storage Facilities, The Operator of the Petroleum Storage Facilities will not be held responsible for any deterioration of the product in such a tanker truck or at any other place or facility where the product might have been dropped.



## **11. Contractual terms and conditions of payment:**

Any Third Party utilizing the Petroleum Storage Facilities must provide written proof that it is a registered wholesaler and must provide a certified copy of a valid wholesale licence issued by the DME.

It is the responsibility of the Third Party to arrange its own insurance cover for any liability and other costs.

The invoice format will state the following information-

- (a) The Third-Party address and details
- (b) The product type
- (c) Quantity of product
- (d) Tariff of storage
- (e) Number of days in storage
- (f) Any additional costs and fees
- (g) The details of The Operator of the Petroleum Storage Facilities

The invoice will be a valid tax invoice according to the SARS requirement.

The invoice will be issued once an order is received from a Third Party and the quantities and number days in storage are confirmed.

Payment must be made up-front on the same day as the invoice was received. No exceptions will be made.

Only Internet transfer or Electronic transfer of money will be accepted. No checks or cash will be accepted.

The operator of the Petroleum Storage Facilities will only accept petroleum product into storage once the bank has confirmed that an irreversible money transfer had taken place

## **12. Contact details for notification & application for storage space at the Petroleum Storage Facilities:**

### **Bredasdorp and Buffelsjag Petroleum Storage Facilities**

**Contact person:** The Depot Manager

**Land line Telephone No:** 028-4241810

**Email address:** [riaan@moovfuel.co.za](mailto:riaan@moovfuel.co.za)

### **Ceres Petroleum Storage Facility**

**Contact person:** The Depot Manager

**Land line Telephone No:** 023-3156192

**Email address:** [dirk@moovfuel.co.za](mailto:dirk@moovfuel.co.za)