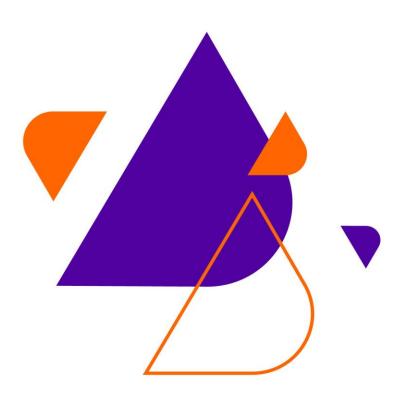


## **Astron Energy Logistics**

# Lubricants Manufacturing Plant's Allocation Mechanism





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#### 1. Executive Summary

This document sets out Astron Energy (Pty) Ltd. (1911/0011054/07) allocation mechanism in terms of the Petroleum Pipelines Act of 2003. Astron Energy (Under the name of Chevron South Africa) was granted storage operating licenses by NERSA for the following facility:

Lubricants Manufacturing Plant

(PPL.sf.F3/322/2017)

The spare capacity details for the above sites are published on the Astron Energy website (<a href="www.astronenergy.co.za">www.astronenergy.co.za</a>)

Astron Energy (Pty) Ltd currently operates a Lubricants manufacturing plant and has a storage capacity of 31,878 m³. Uncommitted Capacity means the capacity determined by the Energy Regulator not currently met by contractual obligations by the licensee/s. This Allocation mechanism guide sets forth the terms and conditions that will govern the terminal operations service relationship between Astron Energy and Third Parties with regards to such storage capacity.

This allocation mechanism has complied with the sub-regulation 3(8) of the Regulations for third parties wishing to access the uncommitted capacity and it outlines the following:

- a. A tariff schedule
- b. Technical requirements for access to the storage facility and
- c. The process to be followed by the third party when requesting access
- d. Contractual guidelines on terms and conditions regarding use and payment

All applications will be reviewed on their merit. "Use it or lose it principle" will apply and those details will be outlined in individual contracts with successful applicants.



#### 2. Tariff Schedule

Astron Energy's tariff schedules for all its licensed facilities listed in (1) are available on the NERSA website with the tariff validity period. (<a href="www.nersa.org.za">www.nersa.org.za</a>)

#### 3. Technical Requirements for access to storage facility

Third parties wishing to access Astron Energy's storage facilities must comply with the following criteria prior to being granted access to a facility.

#### 3.1. Compliance due diligence requirements

Astron Energy's compliance procedures for International Trade and Trade sanctions requires sanctioned party screening of any third-party with whom Astron Energy has any dealings in order to avoid inadvertent business dealings with a party who is subject to trade sanctions. All applicants upon contact with Astron Energy and who meet the basic operational requirements will be screened in this respect as part of the approval process.

#### 3.2. Product specifications requirements

Only Group 1 and Group 2 Base oil products are allowed to be stored at Astron Energy's Lubricant Manufacturing Plant tankage. Co-mingling of base oil products requires strict compliance with grades, characteristics, etc., and if these requirements are not met, then the co-mingled product may no longer comply with requirements. In addition, it is vital for Astron Energy to confirm origin / source of any products and grades to avoid any unintended or adverse consequences. Base oils allowed to be stored must be from the approved origin, grade and source refinery as that of the Astron base oils stored in the tanks. The current base oils stored in tankage are as follows:

- Chevron CH 100R
- Chevron CH 220R
- Chevron CH 600R
- ExxonMobil Core 600
- ExxonMobil Core 2500



#### 3.3. Insurance

- 3.3.1. Prior to the commencement date of an Agreement, the 3rd party shall be obliged to take out at its own cost adequate insurance cover with a well-established and reputable insurance company for the risks borne and indemnities given by it in terms of an Agreement.
- 3.3.2 The 3rd party shall be obliged to pay all insurance premiums in respect of the insurance cover.

#### 3.4. Replenishment Scope

The Replenishment method of product receipt for Lubricants Manufacturing Plant is only by Marine Shipment. Subject to the provisions which will be outlined in the individual contracts of the participants, Astron Energy will provide the following services to the 3rd Party:

- 3.4.1. receive the Product at LMP (which in the case of delivery by Vessel shall include offloading the Vessel).
- 3.4.2. store the Product in Tanks.
- 3.4.3. deliver the Product back to the 3rd Party by only truck loading activity and Pipeline transfers.

#### 3.5. Volume to be Stored

- 3.5.1. Astron Energy shall store the Products on a Segregated Storage basis in the dedicated Tanks.
- 3.5.2. The maximum storage capacity which Astron Energy is obliged to provide to the 3rd Party in terms of an Agreement shall be 31,878,000 liters subject to the uncommitted capacity per base oil grade as determined by the Regulator.

#### 3.6. Quality

3.6.1. Astron Energy shall not be required to receive into a Tank any Product, regardless of the mode of delivery used, if its quality deviates from the Specifications for that Product unless mutually agreed by both Parties in writing. Subject Clause 3.6.2,



- the quality of the Product shall be determined by Astron Energy prior to its acceptance of the Product.
- 3.6.2. In the case of Commingled Storage, Astron Energy shall not place product into a Tank, regardless of the mode of delivery used, if the quality deviates from the Specifications of the Product or the product stored in such Tank unless mutually agreed by both Parties in writing. The quality of both Astron Energy's product and the Product shall each be determined prior to commingling taking place by a mutually agreed surveyor whose costs shall be equally borne by the Parties.

#### **3.7.** Tanks

Where Astron Energy is required or in Astron Energy's reasonable opinion it is necessary to take a Tank out of service and Astron Energy is, despite its reasonable endeavors, not able to either re-assign another tank at LMP to the 3<sup>rd</sup> Party at all or not able to assign to 3<sup>rd</sup> Party another tank at LMP of at least the same storage capacity, then Astron Energy shall have the right after notifying 3<sup>rd</sup> Party accordingly to take the Tank out of service but shall use reasonable endeavors to accommodate the shortfall in storage capacity in other tanks at LMP on a Commingled Storage basis and to the extent that it is unable to do so the maximum storage capacity which will be afforded to 3<sup>rd</sup> Party by Astron Energy in terms of an Agreement will accordingly be temporarily reduced while the tank is out of service. Upon the Tank being taken out of service 3<sup>rd</sup> Party shall use reasonable endeavors to remove the Product from the Tank as soon as possible and Astron Energy shall use reasonable endeavors to bring the Tank back into service as soon as possible in the circumstances.

#### 3.8. Minimum Contractual Terms

The contractual terms below are the minimum requirements, and all applicants must meet these requirements for Astron Energy to consider the application for storage.

3.8.1. The fee structure per liter will be applied which includes a variable for share of loss. Product reconciliations will be required and signed off monthly by Astron Energy and the third party over the term of the storage and handling agreement.



- 3.8.2. Astron Energy Storage facilities are able to store product for a period as specified by the individual contract and should those periods be exceeded the "use it or lose it" principle will apply.
- 3.8.3. In the event that any Lease or License terminates at any time for any reason (including by way of expiry) then, provided that Astron Energy is required to stop operating the LMP and/or vacate the premises on which the LMP is located, Astron Energy shall have the right to terminate an Agreement by affording the 3rd Party such notice, if any, as Astron Energy is reasonably able to provide in the circumstances (due regard being had to the notice, if any, afforded to Astron Energy to stop operating the LMP and/or vacate the premises on which the LMP is located) and such termination of an Agreement shall be effective from such date as Astron Energy may advise in its termination notice to the 3rd Party.

#### 3.9. Delivery of Product

- 3.9.1. 3rd Party may deliver Product or procure that Product is delivered to Astron Energy by a Vessel discharging at TNPA Berths IV4,5 and 6, an In-Tank Transfer at LMP, an Inter-Tank Transfer to LMP or such other method as may be agreed in writing by the Parties.
- 3.9.2. 3rd Party may take delivery back or procure that delivery is taken back of the Product from Astron Energy as follows:
  - 3.9.2.1. 3rd Party may lift the Product by Vessel ex-wharf Durban at an agreed berth, by Vehicle at LMP, Inter-Tank Transfer ex LMP or by any other mode that may be mutually agreed.
  - 3.9.2.2. Where lifting is to be done ex-wharf Durban, Astron Energy shall deliver the Product to the berth as agreed to by the Parties where the Vessel shall be waiting and ready to load the Product.
  - 3.9.2.3. Where lifting is to be done by Vehicle, Astron Energy shall deliver the Product to the Vehicle which shall be waiting, ready to load the Product and parked at a lot designated by Astron Energy.



- 3.9.3. 3rd Party shall give Astron Energy the longest practicable written notice of each delivery to or the taking delivery back from Astron Energy of Product. Such notice shall include the date of arrival of any Vessel or Vehicle to discharge or load the Product or the date of the In-Tank Transfer or Inter-Tank Transfer as the case may be.
- 3.9.4. Unless mutually agreed otherwise, such notice in respect of:
  - 3.9.4.1. loading / unloading Vessels, shall be no less than 10 (ten) business days.
  - 3.9.4.2. loading Vehicles, shall be no less than 2 (two) business days; and
  - 3.9.4.3. Inter-Tank and In-Tank transfers shall be no less than 7 (seven) business days.
- 3.9.5. 3rd Party acknowledges that Astron Energy have its own berthing infrastructure for vessels at TNPA Berth IV4, 5 and 6 and that these berths are to be utilized in the discharge from or loading of Products onto Vessels. The berth is not equipped with cranes. Whenever required, use is to be made of the Vessel's cranes. It is in the interests of 3rd Party for it to arrange the use of the Vessel's cranes.
- 3.9.6. The Product to be received by Astron Energy shall be discharged through the pumps of the discharging Vessel into the pipelines connecting the berth to the facilities or by such other means as Astron Energy may at the time of delivery direct.
- 3.9.7. Delivery of the Product to Astron Energy shall be deemed to have taken place when the Product passes the flange connecting the Vessel or Vehicle's outlet pipeline or hose to Astron Energy's intake pipeline or delivery hose.
- 3.9.8. 3rd Party may not commence lifting the stored Product after the completion of the discharge of such Product into the receiving Tank until such time as the surveyor has performed his final dips of such Tank with regard to such receipt of Product and has officially released the Tank for operational use.
- 3.9.9. When any type of Vehicle is to be used for the purpose of moving Product from LMP, it is the 3rd Party's duty and obligation to ensure that they or their nominees or their agents comply with all legal requirements stipulated in terms of South African law with regard to such moving including the National Road Traffic Act, 93 of 1996. 3rd Party shall, in the written notice provided to Astron Energy, provide Astron Energy in respect of each lifting with all details relating to the



- Vehicles nominated for the lifting, including the registration numbers of the Vehicle(s), the transport company name, the date and estimated time of arrival of the Vehicles and the type and quantity of the Product(s) to be loaded.
- 3.9.10. It is the 3rd Party duty and obligation to ensure that they or their nominees or their agents comply with all legal requirements stipulated in terms of South African law with regard to the Products, including the Customs and Exercise Act, 91 of 1964 and applicable legislation pertaining to the Durban port.
- 3.9.11. 3rd Party shall procure that all Vehicles taking delivery of Product at LMP via the tank truck loading rack ("TTLR") shall be suitably equipped and configured so as to load the Product via a bottom loading arm as advised by Astron Energy from time to time.

#### 3.10. Arrival and Berthing of Vessels

#### 3.10.1. Notification of Vessels

Details of all Vessels (as well as any changes thereto) shall be advised by the 3<sup>rd</sup> Party to Astron Energy in writing or by e-mail with reasonable notice

#### 3.10.2. Conditions for Loading and Discharge

All Vessels shall load and/or discharge Product(s) at berth(s) mutually agreed to by the 3<sup>rd</sup> Party and Astron Energy subject to these Terms and Conditions.

#### 3.10.3. Condition of Vessel

- 3.10.3.1 Each and every Vessel shall at all times:
  - 3.10.3.1.1 be seaworthy and fit for the service required of her during Berthing Operations and Cargo Operations.
  - 3.10.3.1.2 comply with all laws, statutes, regulations, rules and by-laws from time to time applicable to the vessel and/or the performance of Berthing Operations and Cargo Operations.
  - 3.10.3.1.3 comply with all health, environment and safety requirements as also all rules, regulations, orders, instructions and directions made or given by Aston Energy or any governmental or regulatory authority or body (including without limitation the Transnet National Ports Authority, the



- South African Maritime Safety Authority and/or the Durban harbour master).
- 3.10.3.1.4 comply with all berth restrictions and limitations made by Durban port authorities which may be applicable from time to time.
- **3.10.4.** The 3rd Party shall make all necessary inquiries and take all necessary steps to ascertain and acquaint itself with all applicable laws, statutes, rules, regulations, by-laws, safety requirements, orders, instructions, directions, berth restrictions and limitations provided.
- **3.10.5.** If any Vessel is found to be in fact not in compliance with the provisions of Clause 3.10.3 Astron Energy shall have the right: -
  - 3.10.5.1 not to give any permission to the 3rd Party and such Vessel to use and/or provide, any service or facility (including but not limited to any berth or other place for loading and/or discharging any Product onto or from the Vessel) required by such Vessel for Berthing Operations and/or Cargo Operations; and/or
  - 3.10.5.2 not to accept delivery of, or load, any Product from or onto such Vessel; and/or
  - 3.10.5.3 to withdraw and cease providing any service or facility to such Vessel
  - 3.10.5.4 to require any Vessel already alongside any berth to immediately cease any Cargo Operations and/or to immediately vacate the berth.
  - 3.10.5.5. Astron Energy shall not be responsible or liable for any loss, damage, cost or expense which may be incurred or suffered by such Vessel, the 3rd Party or any party with any interest in the Vessel (including but not limited to the Vessel's owners, charterers, managers and operators) by reason of the failure by the Vessel to comply with the provisions.

#### 3.11. Movement of Vessels

Astron Energy reserves the right to request to move or cause to be moved Vessels from one berth to another. If such move is solely for Astron Energy's convenience Astron Energy shall bear all additional expenses involved in the move.



3.11.1. In the event that additional charges and expenses arise because the Vessel is not able to berth at the berth mutually agreed with Astron Energy for any reason whatsoever including, but not limited to, the Vessel being a different Vessel from that which was originally advised to Astron Energy or the Vessel not being allowed to berth for not complying with any laws, regulations, rules or by any order, instruction or direction given by any governmental or regulatory authority or body, 3rd Party shall be liable for any and all such additional charges and expenses necessary to effect berthing of the Vessel either at that berth or elsewhere.

#### 3.12. Vacating of Berth

The Vessels shall vacate the berth as soon as reasonably possible after the loading or discharge has been completed and the 3rd Party's shall indemnify, defend and hold harmless Astron Energy from and against any and all liabilities, loss, damage, cost, expense, fines, penalties, demands, claims, suits, actions or proceedings (including but not limited to any claims or liability for demurrage or damages for detention made or incurred in respect of any Vessel) which may be suffered or incurred by, or made or brought against, Astron Energy arising from or in connection with any failure by any Vessel to so vacate the said berth.

#### 3.13. Arrival and Parking of Vehicles

3.13.1. Any proposed substitution of any Vehicles shall, where possible, be advised to Astron Energy at least 24hours ahead of loading.

#### 3.13.2. Priority for use of Facilities

Astron Energy shall be under no obligation to provide the use of its facilities to Vehicles in any, or any particular, order of priority or to provide any such facilities to Vehicles at or within any particular time. Provision of such facilities to Vehicles will ordinarily be based on a "first come, first served" basis, taking into account any other Vehicles and any vehicles not loading Product which may be in queue to use such facilities provided always that Astron Energy shall be entitled in its sole and absolute discretion to provide such facilities in any other order of priority it may deem fit in which event Astron Energy shall not be responsible or liable for any loss, damage, cost or expense (including but not limited to any damages for detention or delay)



which may be suffered or incurred by the 3rd Party arising from or in connection with the order of priority actually adopted by Astron Energy in providing such facilities.

- 3.13.3. Driver, Vehicle and Carrier Accreditation
  - 3.13.3.1. 3rd Party's shall ensure that the driver of each Vehicle entering LMP is a driver that has been approved by Astron Energy based on the Astron Energy driver approval process then in effect which may be amended from time to time by Astron Energy. Such approved driver shall carry with him at all times while in LMP a valid form of identification issued by Astron Energy.
  - 3.13.3.2. 3rd Party's shall ensure that each Vehicle entering Astron Energy has been approved by Astron Energy based on the vehicle approval process then in effect which may be amended from time to time by Astron Energy.

#### 3.14. Terminal Access for Vehicles

If 3rd Party or any Vehicle fails to comply with the provisions of Clause 3.13.3, Astron Energy shall have the right: -

- 3.14.1 not to give any permission to 3rd Party and such Vehicle to use, and/or provide, any service or facility (including but not limited to any parking lot or other place for loading and/or discharging any Product onto or from the Vehicle) required by such Vehicle for parking and/or Cargo Operations; and/or
- 3.14.2 not to accept delivery of, or load, any Product from or onto such Vehicle; and/or
- 3.14.3 to withdraw and cease providing any service or facility to such Vehicle including but not limited to any service or facility for parking and/or Cargo Operations; and/or
- 3.14.4 to require any Vehicle already parked to immediately cease any Cargo Operations and/or to immediately vacate the parking lot; and/or



- 3.14.5 if any requirement by Astron Energy for any Vehicle already parked to cease any Cargo Operations and/or to vacate the parking lot is not complied with, to take such steps as Astron Energy may deem necessary to cause the Vehicle to immediately cease Cargo Operations and/or to vacate the parking lot.
- 3.14.6 Astron Energy shall not be responsible or liable for any loss, damage, cost or expense which may be incurred or suffered by such Vehicle, 3rd Party or any party with any interest in the Vehicle (including but not limited to the Vehicle's owners, lessors and operators) by reason of the failure by 3rd Party to comply with the provisions of Clause 3.13.3 or by reason of the exercise by Astron Energy of any of its rights under these Terms and Conditions; and
- 3.14.7 3rd Party shall indemnify, defend and hold harmless Astron Energy from and against any and all liabilities, loss, damage, costs, expenses, fines, penalties, demands, claims, suits, actions or proceedings which may be incurred or suffered by, or made or brought against, Astron Energy by any party (including but not limited to any owner, lessor, operator or anyone with any interest in the Vehicle) resulting from, arising out of or in connection with the failure by 3rd Party to comply with the provisions of Clause 13.3.3 or the exercise by Astron Energy of any of its rights under these Terms and Conditions.

#### 3.15 Vacating of Parking Lot

3.15.1 The Vehicle shall vacate Astron Energy's designated parking lot as soon as the time allocated for loading or discharge determined has expired and 3rd Party shall indemnify, defend and hold harmless Astron Energy from and against any and all liabilities, loss, damage, cost, expense, fines, penalties, demands, claims, suits, actions or proceedings (including but not limited to any claims or liability for damages for detention made or incurred in respect of any Vehicle) which may be suffered or incurred by, or made or brought against, Astron Energy arising from or in connection with any failure by any Vehicle to so vacate the said parking lot.



3.15.2 If any Vehicle is not removed at the first request of Astron Energy addressed to 3rd Party or to the driver of the Vehicle in question, then 3rd Party shall be liable to Astron Energy for any and all resulting loss, damage, costs and expenses incurred by Astron Energy, and Astron Energy shall have the right to shift the Vehicle in question or cause it to be removed from the designated parking lot and 3rd Party shall bear both the expense and the risk of such shifting and/or removal, provided that Astron Energy shall wherever reasonably possible give notice of such shifting or removal to 3rd Party.

#### 3.16 Right to Move Vehicles

Astron Energy reserves the right in its sole and absolute discretion to move or cause to be moved Vehicles at LMP from one parking lot to another.

#### 3.17 Determination of Quantities

#### 3.17.1 Unit of Measurement

- 3.17.1.1 The quantity of Product delivered by 3rd Party to Astron Energy for storage or returned to 3rd Party by Astron Energy shall be measured by weight on a volumetric basis (the unit of measure will be liters), in accordance with Astron Energy's standard practice.
- 3.17.1.2 All Shore Tank Quality measurements shall be made in accordance with the latest API Manual of Petroleum Measurement Standards.
- 3.17.1.3 The quantity of Product delivered by 3rd Party to Astron Energy from, or by Astron Energy to 3rd Party onto, a Vehicle shall be determined by the calibrated flow meters at the weigh bridge or from the weight tickets issued by the weigh bridge facilities or by the shore tank measurements where the weigh bridge facilities are not available.

#### 3.18 Product Handling

The 3rd Party shall prior to the discharge of a Product into a Tank provide Astron Energy with a Material Certificate of Analysis from source Refinery, a Material certificate of origin, an appropriate material safety data sheet and handling procedures for the Product to be handled by Astron Energy, and Astron Energy agrees to take all reasonable steps to inform and familiarize all its Representatives who may handle the Product of all



hazards pertaining to the Product, the containers in which the Product may be shipped or stored, the procedures for safe handling thereof and the equipment with which the Product can be handled.

#### 3.19 **B-BBEE**

Throughout the period of an

- 3.19.1 Agreement 3rd Party shall maintain a minimum Level 4 (four) BBBEE Contributor status in regard to its broad based black economic empowerment ("B-BBEE") accreditation under the revised Codes of Good Practice issued on 11 October 2013 by the Department of Trade and Industry under section 9 of the Broad-Based Black Economic Empowerment Act, 53 of 2003 ("Revised B-BBEE Codes of Good Practice") and shall ensure that at least 25.01% (twenty five point zero one percent) of its shareholding is owned and controlled by Black People as defined in the Revised B-BBEE Codes of Good Practice.
- 3.19.2 The 3rd Party shall provide Astron Energy with its B-BBEE accreditation certificate and accompanying detailed scorecard, which are to be renewed annually, as soon as reasonably possible after each such renewal.
- 3.19.3 Should there be future changes in the legislation and/or codes or specific sector codes are established governing B-BBEE, 3rd Party shall throughout the period of an Agreement use reasonable endeavors to do such things so as to ensure that going forward Astron Energy is not materially prejudiced or in a worse off position than it would have been in in terms of the legislation and/or codes governing B-BBEE as in existence at the commencement date of an Agreement.

#### 3.20 Stock Reconciliations

- 3.20.1 All volume measurements shall be reflected at 20 degrees Celsius (net).
- 3.20.2 It is the responsibility of, and 3rd Party to ensure that the transactions are processed accurately and on time in their respective ERP systems.



- 3.20.3 Astron energy must submit an electronic transaction file to 3rd Party for monthly volume reconciliation purposes on or before the 3rd business day of the month.
- 3.20.4 An operating gain or loss by mass of Product falling within the tolerance range of 0.5 % to 0.5 % (negative zero-point five percent to positive zero-point five percent) shall be considered acceptable.
- 3.20.5 Permissible gains and losses for maritime operations, including vessel/barges loading and unloading shall be -0.5% % to 0.5 % (negative zero-point five percent to positive zero-point five percent) for each cargo loaded or unloaded.

#### 3.21 Risk, Exclusion and Limitation of Liability

- 3.21.1 All risk in or of loss or damage to or by the Product shall at all times remain with 3rd Party
- 3.21.2 Astron Energy will not be responsible for any deterioration in quality of, or loss of, or damage caused to or by the Product under any circumstances, unless such deterioration, loss or damage is directly attributable to Astron Energy's negligence or willful default or that of its servants or agents.
- 3.21.3 In the event of Astron Energy being liable for any deterioration in quality of, or loss of, or damage caused to or by the Product (including being liable to provide any indemnification arising out of or in connection with any deterioration in quality of, or loss of, or damage caused to or by the Product) its liability shall be outlined in an agreement with the 3<sup>rd</sup> Party.
- 3.21.4 Where any Product is lost as a result of clingage, line loss, evaporation, shrinkage or any other reason beyond the reasonable control of Astron Energy (the "Storage Loss"), Astron Energy shall not be responsible or liable for any such Storage Loss to the extent that such loss does not exceed 0.50% (zero-point five percent) in weight of the quantity of the Product received by Astron Energy for storage. Where the Storage Loss does exceed 0.50% (zero-point five percent) in weight of the quantity of the Product received by Astron Energy for storage then Astron Energy shall only be liable for such loss in excess of the said 0.50% (zero-point five percent)



- where the said loss is directly attributable to Astron Energy's negligence or willful default or that of its servants or agents.
- 3.21.5 In the event of any loss of, damage to or deterioration of any Commingled Storage stock then such lost, damaged or deteriorated stock shall be apportioned as between the Parties in relation to their respective holdings of such Commingled Storage stock.

#### **3.22 Conditions for Payment**

- 3.22.1 Payment terms will be outlined in individual contracts.
- 3.22.2 Astron Energy will invoice for each product dispatch on a monthly basis.
- 3.22.3 Invoices to be paid in full by the participant within the required payment terms.
- 3.22.4 Each tax invoice will reflect the following:
  - The description of the operator terminal
  - VAT registration Number
  - Product volume, price and applicable excise duties
  - The amount of Value Added Tax owing in relation to the products
  - Product delivered and volume according to the contractual temperature of 20 degrees Celsius
  - Unit rate of charge
  - Delivery date

Payments amounts due shall be made in South African currency and made through an electronic transfer to a bank nominated by Astron Energy. Any amount due for payment and not paid on the due date shall bear interest at the prime rate

3<sup>rd</sup> Party seeking to utilize the storage facilities should be registered as a Wholesaler of Petroleum Products in terms of Act No 120 of 1977 or be in possession of a valid license issued by the Department of Energy



## 4. Process to be followed when requesting access to the Storage Facility

4.1 A third party may contact the following person(s) first within Astron Energy regarding access to the facilities:

#### Plant Manager

Lubricants Manufacturing Plant

Mr. Nathan Kaunda

Email: Nathan.Kaunda@astronenergy.co.za

Telephone: +27 31 451 3713

- 4.2 Astron Energy will accept an email as a method of correspondence
- 4.3 The 3<sup>rd</sup> Party will be required to complete an application form which needs to be accompanied by a written letter requesting access. Included in the letter should be the type of products to be stored, the monthly volume as well as weekly schedule for storage and uplifts.
- 4.4 The 3<sup>rd</sup> party is required by Astron Energy to provide all the relevant supporting documentation stipulated in the application form.
- 4.5 The 3<sup>rd</sup> Party is required to provide a copy of their wholesale licence attached to the request
- 4.6 The documents submitted with the application form will be screened and vetted and the 3<sup>rd</sup> party will be advised in time when their application has been reviewed
- 4.7 Astron Energy will respond to the 3<sup>rd</sup> Party's application within a period of 60 days of receipt via email