

RICHARDS BAY COAL TERMINAL PROPRIETARY LIMITED

SHIPPING REGULATIONS

These Shipping Regulations were accepted by the RBCT Operations Committee on 19 August 2015 and approved by the RBCT Board of Directors during November 2015.

1. DEFINITIONS

The following terms shall have the meanings specified below, unless the context indicates otherwise –

- 1.1 **“Appointed Shipping Agent”** means the individual or legal entity that represents the Owner in the Republic of South Africa for all purposes related to the vessel.
- 1.2 **“business days”** means Mondays to Fridays, excluding Public Holidays;
- 1.3 **“Christmas period”** means the period from 20:00 on 24 December until 06:00 on 26 December, South African local time;
- 1.4 **“coal”** means export coal;
- 1.5 **“day”** means calendar day;
- 1.6 **“delivery point”** means the end point of the shiploader spout;
- 1.7 **“drop”** means the loading of coal into a single hold in a single operation;
- 1.8 **“ETA”** means the estimated time of arrival at the Port of Richards Bay;
- 1.9 **“14 (Fourteen) day Notice”** means the written notification given by the Master of the vessel, or the Appointed Shipping Agent, to RBCT 14 (Fourteen) calendar days prior to load readiness at the terminal, which shall include:
 - 1.9.1 the Notice of ETA;
 - 1.9.2 whether the vessel will arrive in Richards Bay empty and in ballast, whether RBCT is the sole loading terminal or if the vessel is laden and requires

discharging at the DBT in Richards Bay, the expected time for discharge of cargo.

- 1.10 **“IMO”** means the International Maritime Organization;
- 1.11 **“IMSBC code”** means International Maritime Solid Bulk Cargoes code, as amended from time to time.
- 1.12 **“Laycan”** means laydays/cancelling; a period of time agreed with RBCT that corresponds to 10 (ten) calendar days, during which a vessel should tender a valid NOR for loading, in line with these Shipping Regulations
- 1.13 **“Laytime”** means the period of time agreed for loading vessels in accordance with the loading rates stipulated in these Regulations;
- 1.14 **“Master”** means the captain in command of the performing vessel;
- 1.15 **“Marine Surveyor”** means a certified person who conducts inspections, surveys or examinations of vessels to assess, monitor and report on their condition and the products on them.
- 1.16 **“Notice of Readiness”** means the written notification given to RBCT by the Master or the Owner’s/Master’s nominee, that a vessel is clean and ready in all respects to receive coal;
- 1.17 **“office hours”** means South African time between 07:30 and 16:30 on Mondays to Thursdays and, between 07:30 and 14:00 on Fridays, excluding Public Holidays;
- 1.18 **“Owner(s)”** means owner or operator of the vessel, whichever is relevant;
- 1.19 **“performing vessel”** means the vessel that performs the voyage or conveys the known/nominated cargo;
- 1.20 **“parcel”** means a quantity of coal (minimum 25 000Mt) of a single grade or multiple grades, required by a User to be loaded on a vessel;
- 1.21 **“port”** means the Port of Richards Bay;
- 1.22 **“Port Authority”** means Transnet National Ports Authority of South Africa (“TNPA”), a division of Transnet;
- 1.23 **“Port Closure”** refers to an official closure of the Port of Richards Bay by the Port Authority due to the following factors – manpower issues, tugboat breakdown, helicopter breakdown, pilot/work boat breakdown and/or adverse weather conditions;
- 1.24 **“port facilities”** means the facilities provided by the Port Authority;

- 1.25 “**port requirements**” means the requirements of the Port Authority;
- 1.26 “**Public Holiday**” means any day declared as such by the Government of South Africa and published in the Government Gazette from time to time;
- 1.27 “**RBCT**” means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;
- 1.28 “**ship consignment**” means the quantity of coal required to be loaded into a vessel and may consist of one or more parcels;
- 1.29 “**Shipping Regulations**” means these regulations issued by RBCT and any amendments published from time to time;
- 1.30 “**Stevedore**” means a person appointed by RBCT, but when onboard a vessel, working under the direction and responsibility of the Master;
- 1.31 “**terminal**” means Richards Bay Coal Terminal Proprietary Limited (Registration number 1973/014256/07), or any of its duly authorized officers;
- 1.32 “**tons**” means metric tons;
- 1.33 “**turn time**” means the grace period between receipt of Notice of Readiness and the commencement of laytime, subject to the provisions of Clause 9;
- 1.34 “**User**” means a shareholder of RBCT or any other entity approved and permitted by the RBCT Board of Directors and entitled to export coal through the terminal;
- 1.35 “**weather working day**” means a working day or part of a working day during which it is or, if the vessel is still waiting for her turn, it would be possible to load the cargo without interference due to weather conditions;
- 1.36 “**writing**” and “**written**” means written, printed or typed correspondence and including products of the use of telefax, telegraphic, cable, telecopier, electronic and other like facilities.

2. VESSEL REQUIREMENTS: ACCEPTANCE OF VESSELS

In order for RBCT to accept a vessel for loading at the terminal, the vessel is required to –

- 2.1 be a single deck, self trimming bulk carrier;
- 2.2 be classed Lloyds 100A1 or equivalent;
- 2.3 have hatches of the mechanical type and shall be of such design and construction as not to impede the operation of the shiploaders;
- 2.4 if geared, have gear(s) which must not impede the normal operation of the shiploaders or otherwise reduce the loading rate of the terminal;
- 2.5 have a minimum cargo lift at RBCT of 25 000 (twenty five thousand) tons;
- 2.6 have sufficient deballasting capacity to allow RBCT to achieve the standard load rates applicable to that vessel, as set out in regulation 8.3. Deballasting performance on vessels will be monitored by RBCT and poor performers may be rejected when nominated in future to RBCT;
- 2.7 comply in all respects with the requirements and regulations of the terminal and Port Authority;
- 2.8 be in possession of a valid Safety Management Certificate and a valid copy of the relevant Document of Compliance issued in terms of the International Safety Management Code (“ISM Code”);
- 2.9 carry an International Ship Security Certificate, indicating that they comply with the requirements of the Safety of Life at Sea Convention (SOLAS) chapter XI-2 and part A of the International Ship and Port Facility Security Code (ISPS Code);
- 2.10 provide, on request, documentation or certifications required for the trade and carriage of coal.

3. VESSEL NOMINATIONS AND LAYCANS

- 3.1 Users shall allocate laycans to planned shipments on the basis of their shipping entitlement. All parcels on a multi-parcel shipment are to have the same laycan.
- 3.2 Users must nominate vessels on the RBCT portal and/or in writing and confirm laycan to RBCT at least 14 (Fourteen) days prior to the commencement of the vessel's laycan. Nominations must be received by RBCT by no later than 16:00 on Mondays to Thursdays, or 13:30 on Fridays, to allow processing during office hours. RBCT may, at its sole discretion, accept nominations outside of this period.
- 3.3 When nominating a vessel to RBCT for loading of coal, the User shall supply the following information:
 - 3.3.1 Vessel name (including former name(s) if any);
 - 3.3.2 IMO number
 - 3.3.3 Vessel type, class and classification society, P&I club, year built and flag;
 - 3.3.4 DWT, LOA, NRT, GRT, beam, Draught and DWLTHC (Air Draft), number of holds;
 - 3.3.5 Ballast capacity and deballast pump rate;
 - 3.3.6 ETA at port limits of Richards Bay and current position;
 - 3.3.7 Estimated cargo intake;
 - 3.3.8 Demurrage rate;
 - 3.3.9 Appointed Shipping Agent, appointed by the Owners;
 - 3.3.10 Any other information and/or certificates as may be required by RBCT.
- 3.4 Vessels that are nominated with no laycan shall be deemed to be spot vessels and will be berthed at the discretion of RBCT, only if this can be done without prejudice to vessels for which laycans have been given.
- 3.5 Vessels which arrive before the commencement of the laycan shall only be berthed before the laycan commences, with the agreement of the relevant User and at the discretion of RBCT.
- 3.6 Vessels which arrive after the laycan has ended shall only be berthed with the agreement of the relevant User and at the discretion of RBCT.
- 3.7 The nominated vessel may only be substituted by an alternative vessel, with the same laycan, if 5 (five) days notice is given to RBCT and the ETA of the alternative vessel is no earlier than that of the vessel originally nominated, with the requisite notice in terms of regulation 4.3.1.
- 3.8 RBCT's determination of the suitability of the vessel to call at the port is final.

4. VESSEL NOTICES

- 4.1 Notices supplied for a vessel, before a User has nominated the vessel to RBCT, will only be considered to have been received at the time of acceptance of such nomination of the vessel by RBCT.
- 4.2 Users may not supply notices on behalf of vessels. A User's nomination of a vessel will not be considered to provide any notice as required in the Shipping Regulations.
- 4.3 In order to qualify for a berth at RBCT:
- 4.3.1 The Master of the nominated vessel, or the Appointed Shipping Agent, must supply, in writing directly to RBCT's Operations Planning Department, the 14 (Fourteen) day Notice before the ETA.
 - 4.3.2 The Master of the performing vessel, or the Appointed Shipping Agent, must further supply, in writing to RBCT's Operations Planning Department, following notices 7 (seven) days, 5 (five) days, 3 (three) days, 2 (two) days and 24 (twenty four) hours before the ETA or Notice of Readiness, whichever is later-
 - 4.3.3 The Master of the performing vessel, or the Appointed Shipping Agent, shall immediately inform, in writing, RBCT's Operations Planning Department of any deviation in excess of 24 (twenty four) hours to the aforementioned ETA or Notice of Readiness.
- 4.4 When the vessel has arrived at the port and is, in all respects, ready to load the cargo for which it has been nominated, in accordance with the Shipping Regulations, the Master shall tender to RBCT its Notice of Readiness to load, whether cleared at customs or not, whether in free pratique or not, whether in port or not and whether in berth or not.
- 4.5 Notice of Readiness can be tendered, in writing, to RBCT Operations Planning Department at any time, including day or night and also including Saturdays, Sundays and Public Holidays, however, excluding the Christmas period. In the case of a dispute, the time recorded by the Port Authority shall apply.
- 4.6 RBCT shall not be obliged to receive or accept a Notice of Readiness if tendered prior to the commencement of laycan.
- 4.7 If, at the time of the vessel's arrival at or off Richards Bay, the vessel is prevented from entering the port due to the vessel's inefficiency or other hindrances, which constitute Owner's usual hazards, including also Port Closure, a Notice of Readiness cannot be tendered until such inefficiency or other hindrances have ceased to exist.

- 4.8 For Notice of Readiness purposes, a vessel without ISPS clearance cannot tender a Notice of Readiness until ISPS clearance is received.

5. CONDITIONS FOR ARRIVAL OF VESSELS AT THE COAL BERTHS

Vessels loading at RBCT shall comply with the following:

- 5.1 pilot ladders shall be placed at the location of midships and stern draught marks on the offshore side of the vessel. In addition, and the Master shall ensure that a safety harness and line is provided for the Marine Surveyor's use;
- 5.2 prior to berthing and after unberthing, pilots are conveyed to and from vessels mostly by helicopter, but in some instances by launch and always at the Port Authority's discretion;
- 5.3 vessels shall not be trimmed excessively and shall never be trimmed more than the maximum trim allowed for in the ballast tank calibration tables;
- 5.4 draught marks shall be legible at all times;
- 5.5 vessels shall be loaded according to "International Load Line Regulations";
- 5.6 vessels shall possess trim correction tables for all tanks, failing which; the vessel will not be accepted for loading at the Terminal, NOR will be considered invalid and the vessel will be required to vacate the berth at the Owner's expense;
- 5.7 vessels, which have previously carried petroleum products, shall have obtained a gas free certificate from a consulting chemical engineer prior to tendering a Notice of Readiness.

6. HOLD CLEANLINESS

A vessel –

- 6.1 shall present a Marine Surveyor's certificate, issued at the Port of Richards Bay, that the holds are clean to receive coal;
- 6.2 shall not be cleaned at a coal berth;
- 6.3 if berthed and the holds are not passed as clean, shall vacate the berth at the Owner's expense and will only be accepted for loading after receipt of a certificate, issued by an independent Marine Surveyor at Richards Bay, that the vessel holds are clean, dry and free of contaminants.

7. **IMO: COAL CARGOES DECLARATION**

An IMO Coal Cargoes Declaration, in line with the IMSBC code, will be issued by RBCT, on behalf of the User, to the Master prior to commencement of loading.

8. **LOADING**

- 8.1 Vessels shall furnish RBCT's Operations Planning Department with stowage/rotation plans, to a maximum draught of 17.5 metres (or greater than 17.5 metres if RBCT has accepted such request), details of previous cargo, as well as the ballast condition and deballast pump rate, upon forwarding the vessel's 5 day ETA notice. If RBCT does not receive the information, as stipulated in this regulation 8.1, the vessel shall not be included in the berthing programme and any time lost in this regard shall be solely for the Owner's account and dealt with in terms of regulation 9.4.
- 8.2 A vessel receiving more than one parcel shall complete each parcel before proceeding to the next.
- 8.3 RBCT may, but will not accept commitments to load coal aboard a vessel at rates greater than the following standard rates of loading per weather working day (including Saturdays, Sundays and public holidays, but excluding Christmas period). It is recorded that demurrage and despatch are calculated solely on the standard load rates, as set out below:

CARGO LIFT (tons)			STANDARD LOAD RATES (per weather working day)	GUIDE FOR RATE OF LOADING per Shiploader (tons per hour)
25 000	to	30 000	11 000	8 500
30 001	to	40 000	20 000	8 500
40 001	to	50 000	28 000	8 500
50 001	to	60 000	30 000	8 500
60 001	to	70 000	34 000	10 000
70 001	to	80 000	38 000	10 000
80 001	to	90 000	39 000	10 000
90 001	to	100 000	42 000	10 000
100 001	to	110 000	44 000	10 000
110 001	to	120 000	45 000	10 000
120 001	to	130 000	47 000	10 000
130 001	to	140 000	49 000	10 000
140 001	to	150 000	50 000	10 000
Above			150 000	50 000
				10 000

- 8.4 Coal shall only be loaded into clean and empty holds.
- 8.5 At the trimming stage, RBCT will not load quantities of coal in less than 200 (two hundred) ton drops, up to a maximum of 2 drops.
- 8.6 The total mass of coal loaded into a vessel as a ship consignment, shall be the mass determined by draught survey of the vessel.
- 8.7 The official maximum sailing draught at Richards Bay is 17.5 meters. Consideration will be given to load to a deeper draught if all parties (the vessel operator, the User and the Marine Department of the Port Authority) are in agreement and weather conditions are suitable.
- 8.8 The operational allowable tolerance at RBCT is not less than approximately 1 000 (one thousand) tons on any parcel, with the further requirement that the minimum tonnage loaded on any parcel is 25 000 (twenty five thousand) tons.

9. **TURN TIME**

Turn time shall last for 18 (eighteen) hours and shall commence on receipt of a vessel's Notice of Readiness, unless the vessel arrives:

- 9.1 before the agreed laycan, when turn time shall not commence before 00:01 on the first day of the laycan;
- 9.2 within 14 (fourteen) days of the first nomination for that laycan, when turn time shall not commence before 00:01 on the fourteenth day after the day of nomination;
- 9.3 within 5 (five) days of the substitution by the performing vessel, when turn time shall not commence before 00:01 on the fifth day after the day of substitution;
- 9.4 within 5 (five) days of receipt by RBCT of the information required, in terms of regulation 8.1, when turn time shall not commence before the 5 days have elapsed;
- 9.5 earlier than the 14 (fourteen) day Notice supplied, in accordance with regulation 4.3.1, when turn time shall not commence before the fourteenth day (anytime day or night; Saturdays, Sundays and Public Holidays included) after said notice was received.

10. LAYTIME

- 10.1 Laytime shall commence on expiry of turn time, unless 10.4 applies.
- 10.2 Only actual time used for loading the vessel over the Christmas period will count for laytime purposes.
- 10.3 If loading has started before the commencement of laytime, only actual time used in loading, prior to commencement of laytime, shall count as laytime.
- 10.4 If a vessel arrives without an agreed laycan (spot), laytime will count from commencement of loading and, if a vessel arrives after laycan has expired, laytime will count from commencement of loading, but not before 18:00 on the first day after the laycan. If loading a late vessel commences before 18:00 on the first day after expiry of the laycan, then only actual time used in loading will count until 18:00 that day.
- 10.5 If the Port Authority announces a Port Closure, such time shall not count as laytime or time on demurrage for all vessels at anchorage, regardless of whether vessels alongside RBCT are loading.
- 10.6 In the event of weather conditions which, in the opinion of either RBCT or the Master, make shiploading perilous, RBCT shall cease loading and all such time lost shall not count as laytime or time on demurrage.
- 10.7 The time taken from anchor aweigh or pilot on board, whichever is earlier, until the vessel is all fast alongside and ready in all respects to load, (including hatches passed, customs clearance and free pratique, if applicable) shall not count as laytime or time on demurrage.
- 10.8 Time lost due to inefficiency or any other cause attributable to the vessel, her Master, her crew or the Owners or the Appointed Shipping Agent (including attachments or other legal process), which affects berthing and/or loading of the vessel, shall not count as laytime or as time on demurrage.
- 10.9 If loading is interrupted by the vessel in order to conduct business on behalf of the Owner e.g. taking bunkers, vitals, intermediate draught surveys / draught checks, any time lost shall not count as laytime or time on demurrage.
- 10.10 If loading has been interrupted due to ballast problems in relation to the standard rate of loading, specified in the table set out in regulation 8.3 of the Shipping Regulations, any time lost as a consequence thereof shall not count as laytime or as time on demurrage.
- 10.11 Any time lost as a result of breakdown of loading appliances, including breakdowns of the RBCT Terminal Computer System, shall not count as laytime or as time on demurrage.

- 10.12 If holds are failed, loading will only commence after holds have been passed clean by an independent marine surveyor. All time lost from 'holds failed' to 'commence loading' will not count as laytime or as time on demurrage.
- 10.13 For multi-parcel shipments, all waiting time caused by RBCT prior to berthing, after berthing, prior to commencement of loading, between and during loading of parcels shall be apportioned to all parcels in proportion to the relevant parcel sizes.
- 10.14 Should any party be directly responsible for the vessel not qualifying to berth, all time lost as a result of the delay will be for the account of the defaulting party.
- 10.15 User's written instructions, including grade, tonnage, and full documentary requirements, must be received by RBCT Operations Planning Department 2 (two) business days before the vessel's load readiness. In the event that the User's written instructions are received, or revised, less than 2 (two) business days before the vessel's load readiness, all time lost, as a result of the vessel not qualifying to berth, will be for the account of the defaulting User.
- 10.16 For any event constituting Force Majeure, such time lost shall not count as laytime or time on demurrage.
- 10.17 Laytime or demurrage shall cease counting on completion of loading or final draught survey, whichever is later.

11. STEVEDORES

- 11.1 Stevedores, although appointed by RBCT, shall be under the direction and supervision of the Master whilst on board the vessel. RBCT and its Users shall not be responsible for any negligence, default or error in judgement of Stevedores. Stevedores' damages, if any, are to be settled directly between the Owners and Stevedores.
- 11.2 The Owners indemnifies RBCT against all damage, loss or costs, howsoever arising from any act or omission by the Stevedores.

12. COMMUNICATIONS

Any event or issues related to the cargo, which affect the loading operation or port stay, must be immediately communicated, in writing, by the Master of the vessel to RBCT Operations Planning Department.

13. FORCE MAJEURE

- 13.1 The term "force majeure" as used herein shall mean any unforeseen event, circumstance or cause which prevents a party from performing all or some of its obligations, in terms of these Regulations when due or at all, which is beyond that party's reasonable control and which is not caused by that party's fault or negligence. A force majeure event includes not only the initial event but also the period until the affected party can resume operating at its normal rate, as well as the period thereafter during which the affected party catches up the backlog, which developed while it could not operate at its normal rate and in its normal manner. In the case of a force majeure event, which prevents RBCT from performing its obligations in terms of shipping, the force majeure event is deemed to continue until RBCT has completed loading all those vessels at anchor outside the Port of Richards Bay at the time upon which RBCT can resume operating at its normal rate, as well as all the vessels which anchor while RBCT is loading those delayed vessels. For clarity purposes, this deeming provision is illustrated by the following example: should RBCT suffer a force majeure event and, by the time that RBCT can begin operating at its normal rate, there are 20 vessels at anchor and during the 10 days that it takes RBCT to load those 20 vessels, another 7 vessels arrive, then the force majeure period includes the period during which RBCT loads all 27 vessels. Examples of a force majeure event shall include, but are not limited to, acts of God, acts of the public enemy, insurrections, strikes, lockouts, fires, explosions, floods, electric power failures or interruptions of any kind, including but not limited to scheduled load shedding, non availability and interruption of availability of the necessary Port facilities and/or Terminal interruptions or interruptions of transportation, embargoes, orders or acts of any Court or government or military authority, which prevents or affects the loading or transportation or delivering of a User's coal exports to RBCT or the receipt or unloading or conveyance or stacking or reclaiming or shiploading of coal by RBCT.
- 13.2 In the event of force majeure, within the meaning of this Regulation 13 occurring, RBCT shall notify every User in writing, providing details of the force majeure event and, if possible, the estimated time of its duration. If the occurrence of the force majeure event renders wholly or partly impossible the carrying out of the obligations of RBCT, in terms of the Regulations, RBCT shall be relieved of such obligations for the duration of the force majeure event, provided that RBCT resumes its obligations as soon as possible after cessation of the event.
- 13.3 RBCT shall not be liable for any claims, costs, expenses or damages made or suffered by any User due to the occurrence of force majeure.

14. GENERAL

- 14.1 All vessels deballasting alongside the wharf shall ensure that adequate screening is provided over the outlet ports, in order to ensure that no water is allowed to fall on the wharfside, which could adversely affect RBCT equipment or cause injury to personnel.
- 14.2 A vessel alongside the coal berth shall not immobilise engines unless authorised to do so by RBCT and the Port Authority.
- 14.3 Before, during and after loading, the Master shall undertake preventative measures to ensure that any burning, cutting, welding or any other source of ignition is not allowed in the vicinity of cargo holds or adjacent spaces.
- 14.4 Vessels shall provide sufficient lights onboard for night loading and shall be responsible to open and close hatch covers.
- 14.5 RBCT shall not, under any circumstances, be deemed to be a party or the agent of any party to any charter party or contract of affreightment and shall not be entitled to/liable for any despatch/demurrage earned/incurred under any charter party or other contract.
- 14.6 RBCT shall not be obliged to load any vessel, which has been attached or is subject to any other legal process. Should a vessel be attached after loading has commenced, a draught survey and a signed Mates Receipt/Bill of Lading must be issued for any cargo loaded. Attached vessels must vacate the RBCT berth on RBCT's request and at the Owner's expense.
- 14.7 RBCT may require a vessel to vacate the berth for operational or safety reasons, in consultation with the Users that will be affected, but without any recourse by the Owners and/or Users. A draught survey and a signed Mates Receipt/Bill of Lading must be issued for any cargo loaded.
- 14.8 Safe access between the quay and the lower platform of the accommodation ladder is the vessel's responsibility at all times. Should the accommodation ladder be hung off its falls, then the space between the lower level of the accommodation ladder and the quay shall be rigged with a safe portable gangway with a prow of approximately 600 (six hundred) mm and should have safety rails.
- 14.9 Original Bills of Lading must be released to RBCT's Operations Planning Department and proof of delivery is the responsibility of the Appointed Shipping Agent.
- 14.10 The Port Authority marine service shall be arranged by the Appointed Shipping Agent, who shall ensure that the vessel does not sail later than 1 (one) hour after completion of loading.

- 14.11 The Master, crew, Owner and Appointed Shipping Agent must comply with the laws, regulations and the by-laws of the Republic of South Africa, as well as with all the provisions of any relevant international conventions that are relevant to the vessel and/or carriage of coal.
- 14.12 For any vessel found to be unsuitable for loading at RBCT, for any reason, which may include vessel attachment or structural defects, the RBCT Operations Planning Department are to be advised daily by the Appointed Shipping Agent of when the vessel will be load ready.
- 14.13 The Master is responsible for loading his vessel to comply with the current International Loadline Regulations.
- 14.14 The Master is responsible for monitoring the condition of the coal loaded, as recommended in the IMSBC Code. Should any non compliant cargo be discovered, the Master shall report this immediately to the Stevedore, who will alert the Terminal.

15. UNACCEPTABLE VESSELS

RBCT is entitled, but not obliged, to reject for future loading, any vessel that has failed to comply with any of the Shipping Regulations.

16. CONTRACT VARIATION

Notwithstanding the provisions of the Shipping Regulations, any relaxation or waiver of any of the Shipping Regulations or any decision by RBCT to use its discretion to deal with a particular circumstance shall not be regarded as a precedent nor shall this oblige RBCT to act in any similar way in respect of future shipments.