Annexe A

COAL QUALITY MANAGEMENT PROCEDURE

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Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ??????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
1. PURPOSE

The purpose of this procedure is to ensure that the contractual coal quality of the coal dispatched, received and paid for by Eskom in terms of the Agreement is measured and recorded, in accordance with the standards set out in this procedure and to ensure that coal is correctly pre-certified prior to delivery as well as recording the responsibilities of Eskom, Supplier, Principal Contractors, Nominated Laboratory, Supervisor and Monitor.

2. SCOPE

The procedure describes the procedures to be followed with respect to the contractual sampling, Verification sampling, transportation of the analysis sample, preparation, and pre-certification of Contract Coal Stockpiles prior to Delivery to Eskom.

3. DEFINITIONS

3.1 “Air-Dried” means the physical condition of coal that has been dried at ambient temperature or at a temperature not exceeding 40ºC (forty degrees Celsius) to remove surface moisture until constant mass is achieved;

3.2 “Agreement” means this coal supply agreement and shall include all Annexes hereto, as amended from time to time;

3.3 “As Received” means the physical condition of the coal including both surface and residual moisture contents as received at the Delivery Point:

3.4 “Auto Mechanical Sampler” means an automatically operated sampler that cuts increments from the conveyor of main coal flow. It systematically removes a portion of the stream of coal from a moving belt automatically at pre-set intervals (either time or mass based) for the purpose of collecting a sample for analysis;
3.5 “Auto Mechanical Tariff Sampler” means the Auto Mechanical Sampler used to extract the sample of the final product during the production process or stockpile creation of the Pre-Certified Stockpile;

3.6 “Calorific Value (CV)” means the quantity of heat produced by the complete combustion of a given mass of coal, measured in MJ/kg;

3.7 “Contract Coal” means the crushed, screened and washed product, numbers 1 and 2 seam coal certified at the Power Station or Eskom nominated site or originating from Pre-Certified Stockpiles and/or Verified coal samples, whichever is applicable, in respect of which the measurements of all coal quality parameters comply with the Quality Specifications and none of which is Reject Coal;

3.8 “Delegated Shift Supervisor” means a representative delegated by the Mine to supervise the Pre-Certified Stockpile production;

3.9 “Delivery Point” means:

in respect of Contract Coal transported by rail, the outbound weighbridge or the handover/departure point situated at the Rail Siding;

in respect of Contract Coal, where the Supplier is responsible for road transportation, the outbound weighbridge situated at the Power Station or any other points as contained in a written instruction by Eskom; and

in respect of Contract Coal, where Eskom is responsible for the road transportation, the outbound weighbridge situated at the Mine;
3.10 “Duplicate Pulverised Fuel Sample” means the split of the 212 micrometre sample that is maintained at the Nominated Laboratory for collection by the Supplier to collect and analyse for dispute declaration purposes;

3.11 “Duplicate Abrasiveness Index Sample” means the split of the 4.75 millimetre sample that is prepared at the Nominated Laboratory for collection by the Supplier to collect and analyse for dispute declaration purposes;

3.12 “Foreign Material” means all extraneous matter, other than coal, coal associated material and/or water, including without limitation metal, concrete, wood, plastic, roof bolts, picks from mining equipment, conveyor idlers and oversize stone;

3.13 “General Analysis” means the determination of calorific value, ash content, volatile matter content, inherent moisture content, ash fusion temperatures and total sulphur content;

3.14 “Grab Sampling” means sampling as per clause 16.3 of this procedure. In the event of rain, grab samples (depth of 50 cm from surface) shall be taken to verify the actual moisture levels of the Pre-Certified Stockpiles.

3.15 “Moisture in the general analysis sample also referred to as inherent moisture” means the moisture content of the general analysis sample of a solid mineral fuel after it has attained approximate equilibrium with the atmosphere in the laboratory and which is removable under specified conditions.;

3.16 “Total Moisture” means the moisture in the solid mineral fuel as sampled, and removable under specified conditions.
3.17 “Manual Tariff Sampler” means the person that extracts the sample increments at a pre-determined interval during the production process or stockpile creation. The Manual Tariff Sampler has the responsibility to follow the instructions and steps outlined in the sampling process;

3.18 “Moisture Free” means the physical condition of the coal that has been dried at 105-110ºC (one hundred and five to one hundred and ten degrees Celsius) to remove both surface and residual moisture; Moisture Free basis and dry basis shall be used interchangeably.

3.19 “Nominated Laboratory” means the independent Eskom and SANAS ISO 17025 accredited laboratory chosen from Eskom’s list of accredited laboratories and the laboratory appointed by Eskom for the purpose of analysing coal samples in terms of this Agreement;

3.20 “Nominated Dispute Laboratory” means the laboratory appointed by Eskom for the purpose of analysing disputed coal samples in terms of this Agreement;

3.21 “Nominated Sample Transporter” means the company that has been nominated by Eskom to transport the bulk contractual sample from the respective Mine at which the Pre-Certified Stockpiles are produced to the Nominated Laboratory;

3.22 “Nominated / Appointed” the words Nominated and Appointed shall be used interchangeably.

3.23 “Monitor/s” means a representative of the company that has been nominated by Eskom who shall oversee stockpile precertification process (sampling, loading of stockpiles, treatment of out of specification stockpiles etc.);

3.24 “Physical Analysis” means the determination of total moisture, hardgrove grindability index, abrasiveness index and size grading;
3.25 “Pre-Certified Stockpile” means stockpile(s), approximately equivalent to a day’s delivery, unless otherwise agreed which have been sampled, analysed and certified, in accordance with this Agreement (including the Coal Quality Management Procedure) as meeting the Quality Specifications, or otherwise as accepted by Eskom;

3.26 “Reject Coal” means coal in respect of which one or more quality parameters does not meet the Quality Specification, or coal deemed to be Reject Coal in terms of the provisions of clause 26 of the Agreement whichever is applicable;

3.27 “Repeatability” means the results of duplicate determinations (carried out over a short period of time, but not simultaneously) in the same laboratory by the same operator with the same apparatus on two representative portions taken from the same analysis sample;

3.28 “Reproducibility” means the results of duplicate determinations in each of two laboratories, on representative portions taken from the same analysis sample;

3.29 “Supervisor” means a representative of the company that has been nominated by Eskom who ensures that the Monitor/s are on duty at all times (reporting, safety, ensures compliance etc.);

3.30 “Supervising and Monitoring Company” means the contractor that has been nominated by Eskom to provide monitoring and supervising functions at the respective Mine(s) at which the Pre-certified Stockpiles are produced. Monitoring and supervising functions include providing oversight of the sampling and pre-certification process at the Mine at which the Pre-Certified Stockpiles are produced;

3.31 “Source” means the site or colliery at which the Pre-Certified Stockpiles are produced prior to delivery to Eskom;
3.32 “Supplier” means [●] (Proprietary) Limited registered under the laws of South Africa registration number [●]/[●]/[●];

3.33 “Total Sulphur” means the sum of inorganic (usually sulfides sulfates and pyrite) and organic (aliphatic and aromatic or heterocyclic sulfur) forms of sulphur in coal.

3.34 “Verification Process” means the process undertaken by Eskom to verify coal qualities during creation, loading or offloading of a Pre-Certified Stockpile, and “Verify” and/or “Verified” shall have a corresponding meaning;

4. CONTRACTUAL APPLICATION OF ANALYTICAL RESULTS

The Nominated Laboratory’s analytical results shall be used for payment purposes, subject to the dispute resolution procedure outlined in this procedure. Any deviation from the sampling process, unless otherwise agreed to in writing by Eskom, as specified in clause 5 of this procedure shall mean that the stockpile has not been pre-certified.

5. SAMPLING

5.1. General sampling

5.1.1. The Parties record that it is the intention that an auto-mechanical sampling plant shall be commissioned to sample all coal once a medium to long term coal supply agreement is concluded. Within 3 (three) Months of the Commencement Date of the Agreement, the Supplier shall ensure that the Auto Mechanical Sampler is available for sampling of Contract Coal. Failing the installation of the Auto Mechanical Sampler, the supply shall be stopped pending installation.

5.1.2. No manual resampling of stockpiles shall be allowed, including re-worked/out of specification stockpiles after the 3 months as per 5.1.1. have expired.
5.1.3. The contractual sampling of coal shall be conducted in accordance with the latest relevant ISO Standards as tabulated in Table 1 below:

### Table 1: ISO Standards for Sampling Coal

<table>
<thead>
<tr>
<th>ISO STANDARD</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO 13909 Part 1</td>
<td>Hard coal and coke - Definitions</td>
</tr>
<tr>
<td>ISO 13909 Part 2</td>
<td>Hard coal and coke - Mechanical sampling (Sampling from moving streams)</td>
</tr>
<tr>
<td>ISO 13909 Part 4</td>
<td>Hard coal and coke - Mechanical sampling (Preparation of test samples)</td>
</tr>
<tr>
<td>ISO 13909 Part 7</td>
<td>Hard coal and coke - Mechanical sampling (Methods for determining the precision of sampling, sample preparation and testing)</td>
</tr>
<tr>
<td>ISO 13909 Part 8</td>
<td>Hard coal and coke - Mechanical sampling (Methods of testing for bias)</td>
</tr>
<tr>
<td>ISO 18283</td>
<td>Hard coal and coke - Manual sampling</td>
</tr>
<tr>
<td>ISO 21398</td>
<td>Hard coal and coke - Guidance to the inspection of mechanical sampling systems</td>
</tr>
<tr>
<td>ASTM D7430-15A</td>
<td>Standard practice for mechanical sampling of coal</td>
</tr>
</tbody>
</table>

5.2. **Auto-mechanical sampling**

5.2.1. The Auto Mechanical Sampler shall be owned, operated and maintained by the Supplier.

5.2.2. The Auto Mechanical Sampler shall be located at the final product conveyor that transports coal to the product loading surge bin or the stockpile area and shall be interlocked with the final product conveyor. Should there be a need to break the interlock, the Supplier shall immediately request permission in writing from Eskom to override the interlock and Eskom shall respond within 24 hours and
followed up in writing. The general location of the Auto Mechanical Sampler in relation to the stockyard layout is set out in Appendix 2: Geographical Location of the Auto Mechanical Tariff Sampling Plant.

5.2.3. The general location of the Auto Mechanical Tariff Sampling Plant’s GPS coordinates [Supplier to provide].

5.2.4. The auto mechanical sampling shall be conducted in accordance with the Supplier’s standard operating sampling procedure for the site as per Appendix 3.1: Site Specific Auto mechanical Tariff Sampling Procedure.

5.3. Auto Mechanical Tariff Sampler specifications

5.3.1. The Auto Mechanical Tariff Sampler shall be optimized to sample the material as shown in Table 2 below:

Table 2: Material Characteristics

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material type</td>
<td>-</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Washed or un washed</td>
<td>-</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Maximum moisture</td>
<td>Wt%</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Nominal top size</td>
<td>mm</td>
<td>[Supplier to provide]</td>
</tr>
</tbody>
</table>

5.3.2. The process flow diagram of the Auto Mechanical Tariff Sampler is set out in Appendix 3: Mechanical Sampling Plant Process Flow Diagram.

5.3.3. The Auto Mechanical Tariff Sampler shall be designed for 2% (two percent) precision on Ash.

5.3.4. The Auto Mechanical Tariff Sampler specifications are shown in Table 3 below.

Table 3: Summary of Auto-Mechanical Tariff Sampler Specifications

<table>
<thead>
<tr>
<th>Plant unit</th>
<th>Description</th>
<th>Units</th>
<th>Specification</th>
</tr>
</thead>
</table>

Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
### Plant unit

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cutter type</td>
<td>-</td>
<td>Cross Belt</td>
</tr>
<tr>
<td>Cutter width</td>
<td>mm</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Cutter speed</td>
<td>m/s</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Sampling interval</td>
<td>Minutes</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Diverter interval</td>
<td>seconds after each cut</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Storage type</td>
<td>-</td>
<td>Bins</td>
</tr>
<tr>
<td>number of bins</td>
<td>Number</td>
<td>[Supplier to provide]</td>
</tr>
<tr>
<td>Bin capacity</td>
<td>Liters</td>
<td>[Supplier to provide]</td>
</tr>
</tbody>
</table>

5.3.5. The Auto Mechanical Sampler operation regime shall be evaluated annually to take into account changes in the variability of the coal.

5.3.6. The sample storage facility shall incorporate lockable cages. The lockable device shall be designed such that the representatives of the Supplier and Eskom cannot open the bins without the other being present. Both Supplier and Eskom representatives shall be present during the sample removal from the Tariff Sampler.

5.3.7. The Supplier shall verify the Auto Mechanical Tariff Sampler specifications on a monthly basis and maintain records thereof and records of the verification of the Auto Mechanical Tariff Sampler specifications shall be made available to Eskom. Representatives from both Eskom and the Supplier. Eskom and the Supplier shall verify the Auto Mechanical Tariff Sampler specification shown in Table 3 above on a 6 (six) Monthly basis. Each of the Eskom and the Supplier’s representatives will validate and sign a copy of the specification sheet. Deviations detected either on a Monthly or 6 (six) Monthly basis must be actioned by the Supplier and resolved timeously as agreed in writing between the Eskom and the Supplier. Copies of specification sheets shall be kept by both Eskom and the Supplier.
5.3.8. No physical modifications or alterations in the operation of the Auto Mechanical Tariff Sampler shall be made without prior mutual agreement between both Eskom and the Supplier. The Supplier shall notify Eskom of the details of such modifications or alterations before they commence and Eskom shall be entitled to be present during the modifications or alterations.

5.4. **Auto Mechanical Tariff Sampler Availability**

5.4.1. The Auto Mechanical Tariff Sampler shall have a target of 95% (ninety five percent) availability. This availability shall be reported on a Monthly basis by the Supplier at the Technical Liaison Meeting.

5.4.2. In the event of unavailability of the Tariff Sampler, the reason and duration shall be recorded by the Supplier on a breakdown sheet and reported to Eskom immediately and reported at the Technical Liaison Meeting.

5.4.3. Should the Auto Mechanical Tariff Sampler be out of operation, then permission shall be obtained from Eskom to perform manual sampling as described in clause 5.6 hereunder for a prescribed period.

5.5. **Bias testing of Auto Mechanical Tariff Sampler**

5.5.1. Bias tests shall be carried out after commissioning the Auto Mechanical Tariff Sampler and then annually thereafter. The bias tests shall be conducted after any physical changes to the Auto Mechanical Tariff Sampler as detailed in clause 0 within a period of 2 (two) Months from the completion of such changes.

5.5.2. The bias test programme shall be initiated by the Supplier. The bias tests shall be carried out according to the procedures laid down in the relevant ISO Standards. The scope of the bias test programme shall be governed by the design and operation of the Tariff Sampler. The methodology for such tests shall be drawn up and agreed upon by both Eskom and the Supplier.
5.5.3. The Supplier shall carry the costs of pre-audits of the bias test laboratory, sampling, transportation and analysis of bias test samples and any repeats thereafter.

5.5.4. Eskom operational personnel shall oversee the sampling process during all tests. Eskom shall be responsible for issuing a final Bias Test report.

5.6. **Manual sampling**

5.6.1. Manual sampling shall be carried out during the process of building each product stockpile in the event that the Auto Mechanical Tariff Sampler is not available as detailed in clause 5.4 above.

5.6.2. Manual sampling shall be conducted in compliance with the onsite safety requirements.

5.6.3. Sampling directly from the front-end-loader bucket is strictly prohibited.

5.6.4. An increment or scoop shall be taken as per the Supplier’s standard operating sampling procedure for the site as per Appendix 3.2: Site Specific Manual Tariff Sampling Procedure.

5.6.5. A manual scoop shall be used to extract the increment. The aperture of the manual scoop shall be at least 3 (three) times the nominal top size of the coal being sampled.

5.6.6. Refer to clause 0 for grab sampling for stockpile moisture management.

5.7. **Sample collection**

5.7.1. The composite sample for each Consignment shall be kept in a designated area and stored in access controlled facility (lockable bins/cage) at the point of sampling. The sample shall be protected from direct sunlight and precipitation during storage until collected by the Nominated Sample Transporter to preserve
sample integrity. The Supplier / Nominated Eskom representative at Power Station or siding shall ensure that the sample integrity is maintained at all times.

5.7.2. The minimum mass of the final bulk sample ready for delivery to the Nominated Laboratory shall be in accordance with Table 4 hereunder for the top size specified in the Agreement.

5.7.3. The Supplier is required to have an operational bulk scale that has a valid calibration certificate (calibrated 6 Monthly and verified with calibrated mass piece) on site at all times to weigh the sample prior to transport to the nominated laboratory. Any deviation from the sample mass as specified in table 4 of 5.8 shall mean that the stockpile has not been pre-certified.

5.7.4. In the event that the bulk scale mentioned in 5.7.3 is not operational, the Supplier shall communicate in writing to the Contracts Manager for an alternative arrangement.

5.7.5. If the minimum sample mass requirements are not met, the Nominated Sample Transporter shall leave the sample with the Supplier. The Supplier shall then representatively resample the stockpile, which shall mean re-handling the stockpile and re-submit a valid sample for that stockpile.

5.7.6. The Supplier's on-site representative and the driver of the Nominated Sample Transporter collecting the final bulk sample for delivery to the Nominated Laboratory shall sign off the delivery note for the sample prior to leaving site. The Supplier shall be responsible for ensuring that the minimum sample mass requirements are adhered to. The Supplier shall communicate in writing the sample mass, to the Nominated Sample Transporter prior to calling them out. Delivery note records shall be kept by both the Supplier and Nominated Sample Transporter for the duration of the Agreement. If the minimum sample mass requirements are not met, the Nominated Sample Transporter shall not transport the sample to the Nominated laboratory.

5.8. Minimum mass of bulk sample

The minimum sample mass shall be as per Table 4 below
Table 4: Minimum Requirements of Bulk Sample masses

<table>
<thead>
<tr>
<th>Nominal top size of coal sampled (mm)</th>
<th>Minimum mass of bulk laboratory sample (kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>470</td>
</tr>
<tr>
<td>40</td>
<td>355</td>
</tr>
<tr>
<td>10</td>
<td>90</td>
</tr>
</tbody>
</table>

5.9. Sample for the Supplier’s processes and quality control

5.9.1. The Supplier shall perform plant control analysis and mixing ratios as well as the associated qualities for the mix ratios to ensure precertification stockpiles are created within specification and records of control sample results and blending ratios, etc. shall be made available monthly and at Eskom’s request. The records shall be kept for the life of the contract.

5.9.2. The Supplier’s control sample or check sample shall not be extracted from the contractual bulk sample.

5.9.3. Eskom shall only be liable for the transport and analysis costs of Contract Coal stockpiles, except in the case of total moisture as per 7.5.6 after rain or 15 when stockpiles are allowed to drain for a pre-determined period.

5.9.4. In the case of auto-mechanical sampling a flopper splitter or online splitter shall be installed in the sample chute to extract a control sample. No “Y” splitters may be installed.

5.10. Sample identification and labelling

5.10.1. The sample in each of the sample bags or containers shall be fully identifiable.
5.10.2. The sample bags/containers shall be identified with waterproof tags, each marked by means of waterproof ink with adequate identifying information, one tag being placed on the outside of the bag/container and one being placed inside the bag/container.

5.10.3. The unique identification shall reflect the source abbreviation followed by the date that the stockpile was created, an alphabet representing the stockpile number for that day and product type where applicable. Barcoded labels may be used as soon as capacity is established by Eskom.

5.11. Responsibilities

5.11.1. Mine

5.11.1.1. The Supplier shall be responsible at its own cost for all aspects of sampling as described above. Eskom shall provide on-site representation. The Supplier shall ensure that Eskom’s on-site representatives have access to verify the Eskom coal pre-certification processes and have access to any section relevant to pre-certification. These include monitoring of coal trucks from the pit to the Eskom crush and screen area, weighbridges, incoming coal trucks, outgoing coal trucks, creation, sampling, and loading of stockpiles. Eskom employees and their auditing personnel shall be allowed on site, as per Eskom’s request. All Eskom representatives shall comply with the Supplier’s on-site requirements in terms of the Health and Safety Act and the Supplier’s policies and procedures.

5.11.1.2. Eskom Pre-certification stockpiling area shall be clearly demarcated with berms or a physical barrier away from coal that is not intended for Eskom and other operations. The Supplier shall ensure that demarcation measures in place are sufficient to avoid cross contamination of the run of mine and other coal materials with the Pre-Certified Stockpiles. The layout / distance between the Pre-Certified Stockpiles shall be such that a front end loader can pass through. The layout of these processes shall
form part of this procedure, clearly indicating each area Appendix 4: APPENDIX 4: SAMPLE PREPARATION FLOW DIAGRAM.

5.11.1.3. The Supplier shall, within one hour of closing a stockpile, notify Eskom’s Nominated Sample Transporter that the contractual sample is ready for collection from the designated collection area. The Nominated Sample Transporter shall, within 3 (three) hours, attend at the designated collection point to collect the contractual sample. Both the Supplier and the Nominated Sample Transporter shall sign appropriate documentation, in duplicate, evidencing that the sample has been handed over to the Nominated Sample Transporter. The Nominated Sample Transporter shall, immediately after collection, transport the sample to the Nominated Laboratory in accordance with clause 5.11.2.2.

5.11.2. Nominated Sample Transporter

5.11.2.1. The Nominated Sample Transporter shall ensure all required information in the delivery note is accurately completed. The Nominated Sample Transporter shall maintain a delivery note that indicates:

- The name of the transporting company;
- The stockpile number, failing which the laboratory shall not accept the sample;
- Ensure that the sample is labelled correctly, note condition and number of bags, mass of sample;
- Note the date and time of receipt of the sample;
- Have the delivery note/receipt signed by the Supplier and issue a copy to the Supplier;
- Have the laboratory sign the delivery note as evidence of sample receipt and
- Issue the laboratory with a copy of the delivery note as supporting documentation.
5.11.2.2. The Nominated Sample Transporter shall collect samples from the Mine and deliver to the Nominated Laboratory within 4 hours.

5.11.2.3. All Eskom representatives shall comply with the Supplier’s requirements in terms of the Mine Health and Safety Act and the Supplier’s policies and procedures.

5.11.3. Nominated laboratory

5.11.3.1. The Nominated Laboratory representative shall verify the sample against the delivery note and sign-off.

5.11.3.2. The Nominated Laboratory shall prepare and analyse samples according to the procedures set-out in this procedure and report the results within 24 hours to both parties. In the event that the Nominated Laboratory fails to report the results simultaneously to both Parties within the above time period for three times or more within any one Month period, the Parties shall immediately consult, with the purpose of appointing another Nominated Laboratory in replacement of the original Nominated Laboratory.

6. TRANSPORT OF BULK SAMPLE TO THE NOMINATED LABORATORY

6.1. Eskom is responsible for the transportation of the contractual bulk sample from the Supplier to the Nominated Laboratory, using its Nominated Sample Transporter.

6.2. The Nominated Laboratory shall sign for the receipt of the contractual bulk sample.

6.3. In the event that the Supplier disputes the analytical results of the Nominated Laboratory’s report for a relevant sample, the Nominated Laboratory shall make available the bulk reference sample as per clause 8.1.4.5 and the sample preparation flow sheet recorded in Appendix 4, within 24 (twenty four) hours of receipt from the Nominated Sample Transporter. (The Supplier may collect the duplicate Pulverised Fuel sample and/or duplicate Abrasiveness Index sample at his own cost from the Nominated Laboratory as per 8.1.4.2).
6.4. The Nominated Laboratory shall maintain dispatch records (details of party issuing and collecting with signatures, sample identification, collection date and time) of the duplicate Pulverised Fuel Reference Sample and/or duplicate Abrasiveness Index sample that was collected from the Nominated Laboratory.

7. ONSITE OVERSIGHT SUPERVISING AND MONITORING

7.1. General oversight

7.1.1. In terms of the Agreement between Eskom and the Supplier, Eskom shall provide on-site oversight of the pre-certification process, sampling, loading of Pre-Certified Stockpiles prior to delivery, etc.

7.1.2. Eskom shall contract with a Supervising and Monitoring company to carry out these duties.

7.2. Responsibilities of the Supplier

7.2.1. Supplier shall procure that the Supervisor/s and Monitor/s are inducted according to the Mine Health and Safety regulations, and the Supplier’s policies and procedures relating to the Mine.

7.2.2. The Supplier shall provide the necessary site specific documentation relating to safe working procedures.

7.2.3. The Supplier shall clearly define the area of responsibility without compromising the roles as specified in clause 5.11 of this procedure.

7.2.4. The Supplier shall provide reasonable access, as and when required, to the defined pre-certification area of responsibility.

7.2.5. The Supplier shall provide transport for the Supervisor/s and Monitor/s from the point of sign in to the precertification area, etc as provided in 5.11.1
7.2.6. The Supplier shall ensure that no stockpiles are created without Eskom onsite representation.

7.2.7. The Supplier shall allow the Supervisor/s and Monitor/s use of their clock-in system and provide Eskom with the data from the clock-in system.

7.2.8. The Supplier shall ensure that the Supervisor/s and Monitor/s are not obstructed or prevented from performing their task as specified, unless they are performing such tasks in contravention of the Mine Health and Safety regulations and the Supplier’s policies and procedures relating to the Colliery, subject to 5.11.1 of this procedure.

7.2.9. The Supplier shall supply reasonable ablution facilities and a site office. The location of such office shall be in a safe area to be agreed with Eskom.

7.2.10. The Supplier shall provide and implement corrective actions as accepted by Eskom to resolve the non-conformance reports, (NCR’s) identified by the onsite representatives.

7.2.11. The Supplier shall ensure that major non-conformances are resolved within 24 (twenty four) hours and minor non-conformances are resolved within 3 (three days).
7.3. Responsibilities of the Supervising and Monitoring company

The Supervising and Monitoring company shall ensure that:

7.3.1. Necessary equipment compliant to the Supplier's site specific requirement, including safety requirements, (relevant personal protective equipment (PPE), raincoats, thermal overalls for winter, stationary, etc.) required by the Supervisor/s and the Monitor/s to perform duties are provided.

7.3.2. All personnel are competent to perform the relevant tasks and competency records be made available at Eskom’s request.

7.3.3. Relevant medical certification is provided, a copy to be given to the Supplier.

7.3.4. Their personnel have access to the Mine Health and safety regulations and relevant standards as well as the relevant Supplier’s policies and procedures.
7.4. **Role of the Supervisor/s**

The Supervisor/s shall:

7.4.1. Ensure that all Monitors per shift are on duty at all times.

7.4.2. Ensures that all Monitors wear applicable personal protective equipment and work safely.

7.4.3. Ensures that Monitors draw the mapping/outlay of location of pre-certified stockpiles daily.

7.4.4. Receive all daily log-sheets and summarize the information.

7.4.5. Perform daily random checks (Shifts to be alternated randomly, as a minimum on a weekly basis) to verify recorded information, i.e. daily full shift site visits. A log of site visits and observations shall be kept.

7.4.6. Provide guidance to Monitors and maintain discipline.

7.4.7. Obtain the daily status reports shall be supplied by the Nominated laboratory to the Primary Energy RC3, alternatively the responsible Eskom geologist shall notify the Rover telephonically if the stockpile is out of contractual specification. To supply daily stockpile status to on-site monitor/s.

7.4.8. Compile daily reports and submit weekly to Eskom representatives.

7.4.9. Report gross deviations, non-conformances, etc to relevant senior Mine and Eskom representatives immediately.

7.4.10. Ensure that the integrity of the contractual sample is maintained on-site.

7.5. **Role of the monitor**

The Monitor shall oversee record and report the following activities:
7.5.1 **Stockpile Creation:**

7.5.1.1 Stockpile creation, demarcation and proper labelling.
7.5.1.2 Verify that all coal being fed into the plant handling Contract Coal is coming from the mine or declared as a contracted source.
7.5.1.3 Stockpiles being built are free of non-coal material (rock material, steel, etc), are not visibly wet, too fine or too coarse.
7.5.1.4 Signposting of Pre-certified product stockpiles as per clause 13.7 of this procedure.
7.5.1.5 Draw the mapping/outlay of location of pre-certified stockpiles daily.
7.5.1.6 Placing of pre-certification signboards (red, yellow or green) on all stockpiles.
7.5.1.7 Stockpiles demarcation and labelling according to clause 13 of this procedure.
7.5.1.8 Stockpile retention time for equilibrium moisture attainment.
7.5.1.9 Declaration of stockpile results – record and observe the treatment of out of specification results.

7.5.2 **Auto Mechanical Tariff Sampler:**

7.5.2.1.1 Verify the sampling interval on an hourly basis and record it on the form.
7.5.2.1.2 Spillage when the cutter takes an increment.
7.5.2.1.3 Report if there are modifications made to the Auto Mechanical Tariff sampling plant other than maintenance.
7.5.2.1.4 Authenticity of the contractual sample, i.e. that the integrity of the contractual sample is maintained until it is sent to the nominated laboratory.
7.5.2.1.5 Sample is labelled and sealed according to the CQMP.
7.5.2.1.6 Sample is stored in a lockable storage facility, to which both parties must have keys where both parties must be present for unlocking of the storage facility.

7.5.3 **Manual tariff sampler:**

7.5.3.1 Manual sampling is conducted according to the relevant ISO standards and as outlined in the CQMP; Check scoop size, and frequency of sampling per front-end loader.
7.5.3.2 Sample is labelled and sealed according to the CQMP.
7.5.4. **Load-Out of Road Coal:**

7.5.4.1. Ensure that the weighbridge certificate reflects the Pre-Certified Stockpile from which the coal was loaded.

7.5.4.2. Coal being loaded has been Pre-certified and meets the quality specification as per clause 13 of this procedure.

7.5.4.3. Coal being loaded is free of non-coal material (rock material, steel, etc), is not visibly wet, too fine or too course.

7.5.4.4. Record all loaded stockpile/s and number of truckloads from that specific stockpile

7.5.5. **Treating of Reject Coal:**

7.5.5.1. Check compliance to applicable blending/re-processing procedure.

7.5.5.2. Report to Eskom if any Reject Coal is loaded and check compliance to applicable procedure.

7.5.5.3. Comments on the process followed.

7.5.5.4. Compliance to retention period of out of specification stockpiles as per clause 14 of this procedure.

7.5.6. **Sampling for Total Moisture after rain:**

7.5.6.1. Grab sampling and check compliance to clause 15 of this procedure.

7.5.6.2. Records grab sample quantity.

7.5.6.3. Record final moisture before loading and co-sign with on-site supplier representative.

7.5.7. **Administration:**

7.5.7.1. Keep daily log-sheets of pre-certification activities, load-out and any deviations from the CQMP.

7.5.7.2. Record and report to Eskom and the Mine Representatives deviation from the CQMP.

7.5.7.3. Update daily log-sheets (see addenda A and B.)

7.5.8. **Oversight at the Mine Laboratory:**
7.5.8.1. Confirm the Bulk Contractual Sample mass weighed and capture in the record book.

7.5.8.2. Oversee the sample that has been collected, check it against the transporting company’s delivery note (sign-off between the mine and the laboratory) and capture in record book.

7.6. Indemnity/Third party insurance

Although the Supplier is the appointed and responsible manager with respect to liability in terms of the Mine Health and Safety Act, Eskom shall ensure that the Monitoring and Supervising Company provides adequate 3rd party cover (insurance and workman’s compensation) for the on-site representatives. The necessary procedure shall be provided to Eskom and the Supplier to demonstrate compliance.
8. SAMPLE PREPARATION

The bulk sample shall be prepared for the contractual analysis at the Nominated Laboratory as described hereunder. The Supplier may at its own cost analyse the duplicate sample for analysis at an ISO 17025 accredited laboratory.

8.1. Sample preparation regime

8.1.1. The sample preparation regime shall be in accordance with the guidelines set out in the relevant ISO 18283 and ISO 13909 - 4.

8.1.2. The Supplier may visit the Nominated Laboratory on 24 (twenty four) hour notice, to verify that correct procedure is being followed.

8.1.3. The sample preparation shall be performed in line with the minimum requirements as indicated in table 5 below, for the top size specified in the Agreement.

<table>
<thead>
<tr>
<th>Normal Top Size (mm)</th>
<th>Minimum Sample (kg)</th>
<th>Minimum Sub-sample A (kg)</th>
<th>Minimum Sub-sample B (kg)</th>
<th>Minimum Sub-sample C-a (kg)</th>
<th>Minimum Sub-sample C-b (kg)</th>
<th>Minimum Sub-sample D (kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>470</td>
<td>65</td>
<td>170</td>
<td>30</td>
<td>35</td>
<td>170</td>
</tr>
<tr>
<td>40</td>
<td>355</td>
<td>50</td>
<td>125</td>
<td>30</td>
<td>25</td>
<td>125</td>
</tr>
</tbody>
</table>

8.1.4. Each sub-sample as listed in Table 2 above shall be prepared as follows:

8.1.4.1. **SUB-SAMPLE A: SIEVE ANALYSIS**, shall be carried out in accordance with the procedure outlined in ISO 1953:1994. The precision for the assumed nominal top size and sample mass indicated will be in 2% - as shown in Table 1 of ISO 13909-4.
8.1.4.2. **SUB-SAMPLE B: GENERAL ANALYSIS**, shall be prepared according to ISO 13909-4 or ISO 18283 for general analysis. The final general analysis sample shall be divided into three 60g sub-samples. One 60 g sample shall be conditioned at the Nominated Laboratory and analysed for calorific value, ash, volatiles, inherent moisture (moisture for general analysis), ash fusion temperatures (AFT°s) and total sulphur. The second 60g (duplicate pulverised sample) may be analysed by the Supplier for dispute purposes.

8.1.4.3. **SUB-SAMPLE C-a: ABRASIVENESS INDEX SAMPLE** shall be prepared in accordance with the Eskom/Mining House Abrasiveness Index Procedure. The second 9kg sample may be analysed by the Supplier for dispute purposes.

8.1.4.4. **SUB-SAMPLE C-b: TOTAL MOISTURE SAMPLE** shall be prepared according to ISO 13909-4 or ISO 18283 procedures and analysed according to ISO 589 procedure.

8.1.4.5. **SUB-SAMPLE D: BULK REFERENCE SAMPLE** shall be retained at the Nominated Laboratory for 14 (fourteen) working days. This sample shall be used to resolve disputes.

8.2. Sample preparation flow sheet

8.2.1. The attached sample preparation flow sheets for -40mm and -50mm products respectively are for information purposes to assist in the understanding of the process.

8.2.2. Both Eskom and the Supplier understand and agree that the ISO standards prescribe that splitting of a bulk sample shall be preceded by crushing. However, in this procedure it is a compromised allowance that the bulk sample is split prior to crushing as it is not practical and is a bigger risk to take a separate sample for general analysis, size grading and total moisture.
8.2.3. It must be noted that the sample preparation flow sheet is an interpretation of the ISO standards and therefore the ISO standards supersedes the CQMP.

9. ANALYTICAL DETERMINATIONS

9.1. Standard methods

The contractual analysis of the prepared sample will be performed at the Nominated Laboratory or any other approved laboratory performing part of the contractual analysis in accordance with the latest ISO standards outlined in Table 6 hereunder.

Table 6: Standard Methods for Analysis

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heat Value (Gross Calorific Value)</td>
<td>SABS-ISO 1928 DDS Standard Operating Procedure</td>
</tr>
<tr>
<td>Ash Content</td>
<td>ISO 1171, SANS 131</td>
</tr>
<tr>
<td>Volatile Matter Content</td>
<td>ISO 562, SANS 50, SANS ISO 562</td>
</tr>
<tr>
<td>Ash Fusion Temperature (Initial Deformation)</td>
<td>ISO 540 (Reducing Atmosphere)</td>
</tr>
<tr>
<td>Total Moisture Content</td>
<td>ISO 589, SANS 589, (one or two step).</td>
</tr>
<tr>
<td>Moisture in the Analysis Sample</td>
<td>SABS-ISO11722</td>
</tr>
<tr>
<td>Hardgrove Grindability Index</td>
<td>ISO 5074</td>
</tr>
<tr>
<td>Abrasiveness Index</td>
<td>Eskom/Mining Industry Methodology</td>
</tr>
<tr>
<td>Bulk Density</td>
<td>ISO 567</td>
</tr>
<tr>
<td>Size Determination (dry method)</td>
<td>ISO 1953</td>
</tr>
<tr>
<td>Total Sulphur Content</td>
<td>ASTM D4239</td>
</tr>
</tbody>
</table>

9.2. Turnaround time

9.2.1. The Nominated Laboratory shall ensure that the turnaround time from the time the sample is received at the Nominated Laboratory to the reporting of the contractual analytical results, does not exceed 24 (twenty four) hours for analysis.
9.2.2. In the event that the Nominated laboratory is unable to provide contractual results, inclusive of dispute samples, within 30 (thirty) hours, the weighted average qualities of the last three Pre-Certified Stockpiles or the last three days delivery will be used for contractual payment of the specific stockpile for which the results are not available, provided that the Supplier furnish Eskom with the qualities of the control samples so that Eskom can approve the continued delivery. This arrangement shall not exceed five times in a single calendar month.

10. ANALYTICAL DIFFERENCES AND RESOLUTION

10.1. Conditions for declaring disputes

10.1.1. Either party may declare a dispute on a stockpile that has been through the pre-certification process, prior to the dispatch of the stockpile from the Mine to the Power Station under the following conditions:

10.1.2. The duplicate pulverised samples and/or duplicate Abrasiveness Index sample as analysed in an ISO 17025 SANAS accredited laboratory exceed the limits of Reproducibility as set out in Table 7 of this procedure.

10.1.3. If reasonable grounds exist to suspect that the requirements as set out in this procedure were not adhered to, as per findings arising from a recent (conducted within a Month) audit.

10.1.4. In the case of size grading where no Reproducibility limits apply either Party may declare a dispute. In such case the bulk reference sample shall be the referee sample and not the Supplier’s sample for process and quality control as described in Clause 5.9 of this procedure.

10.1.5. A dispute shall be declared in writing within 5 (five) working days (as defined in the Agreement) of the contractual analytical results becoming available to both Eskom and the Supplier by submitting a dispute declaration form (appendix 9) and duplicate pulverised fuel and/or duplicate abrasiveness index results. Once an analytical dispute has been declared, the party raising the dispute shall notify Eskom to organise transport for the bulk reference sample as specified in
clause 8.1.4.5. of this procedure to be submitted to a mutually agreed 
Nominated Dispute Laboratory other than the contractual laboratory.

10.1.6. Should a dispute be declared on any of the quality parameters in the case of 
the general analysis, then all such parameters (ash content, volatile matter, 
moisture content in the analyses sample, and Calorific Value) shall be re- 
analysed and reported for contractual purposes.

10.1.7. If there is a dispute on Total Sulphur content, the parameters to be analysed on 
the bulk reference sample shall be Total Sulphur and moisture in the analysis, 
ash, volatiles and calorific value.

10.1.8. If there is a dispute on abrasiveness index then only abrasiveness index shall 
be done on the bulk reference sample.

10.1.9. If there is a dispute on ash fusion temperatures then only ash fusion 
temperatures shall be done on the bulk reference sample.

10.1.10. Only one dispute shall be declared per Pre-Certified Stockpile. The results from 
the independent Nominated Dispute Laboratory will be final and binding.
10.1.11. Eskom shall assess the dispute to ensure that the requirements above have been met.

10.2. Limits for analytical differences

The limits for Repeatability (intra-laboratory) and Reproducibility (inter-laboratory) as specified in the respective methods listed in clause 9.1 of this procedure are summarized in Table 7.

Table 7: Limits for Analytical Differences

<table>
<thead>
<tr>
<th>Quality</th>
<th>Repeatability</th>
<th>Reproducibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Moisture Content</td>
<td>0.5%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Abrasiveness Index</td>
<td>7.5% of mean</td>
<td>15% of mean</td>
</tr>
<tr>
<td>Ash Content</td>
<td>&gt; 10% : 2% of mean</td>
<td>3% of the mean</td>
</tr>
<tr>
<td>Volatile Matter Content</td>
<td>&gt; 10% : 3% of mean</td>
<td>0.5%(absolute)</td>
</tr>
<tr>
<td>Moisture in analysis sample</td>
<td>&lt; 5% : 0,1% abs</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>&gt; 5% : 0,2% abs</td>
<td></td>
</tr>
<tr>
<td>Calorific Value</td>
<td>0,12 MJ/kg(absolute)</td>
<td>0,3 MJ/kg(absolute)</td>
</tr>
<tr>
<td>AFT Initial Deformation in</td>
<td>30°C (absolute)</td>
<td>80°C (absolute)</td>
</tr>
<tr>
<td>Reducing Atmosphere</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sulphur Content</td>
<td>0.04+(0.05 x mean) (absolute)</td>
<td>0.07+(0.66 x mean) (absolute)</td>
</tr>
</tbody>
</table>
11. COAL QUALITY REPORTING

11.1. The contractual analysis of the prepared sample will be performed at the Nominated Laboratory (including the Nominated Laboratory performing part of the contractual analysis) in accordance with the latest ISO standards outlined in Table 6 above.

11.2. A distribution list [shall be provided by both Eskom and the Supplier]. The distribution list shall be communicated to the Nominated laboratory by the Eskom NEC3 service manager.

11.3. The approved report format is as per Appendix 6: Daily Coal Quality Report Template of Annexe B: Coal Quality Management Procedure.

11.4. Turnaround times as per clause 9.2 must be strictly adhered to. See 9.2.2, if the Nominated laboratory results are not reported within 30 hours.

11.5. The Nominated laboratory shall distribute each report simultaneously to all Parties and no results shall be reported telephonically.

11.6. The Supplier may request historical (older than 3 months) laboratory results via the Contracts Manager.

12. TECHNICAL AUDITS

12.1. Laboratory Audits - Audits of the Nominated Laboratory or any other laboratory, such as the Power Station Laboratory and Mine Laboratory, which may be used, subject to Eskom’s agreement, for contractual analysis in terms of this agreement shall be carried out on at least a quarterly basis. Laboratory systems shall comply with ISO 17025. Eskom is responsible for issuing a summary report to the laboratory, a copy of which shall be forwarded to the Supplier on request.
12.2. Schedule of laboratory audits shall be communicated to the laboratories by Eskom and may be requested by the Supplier. Supplier may request a joint laboratory audit on an as and when required basis.

12.3. Laboratory non-conformances shall be issued during the audit or within 24 (twenty four) hours of the audit and corrective actions shall be supplied by the Nominated Laboratory within 24 (twenty four) hours for major non-conformances and within 3 (three) day for minor non-conformance.

12.4. Sampling Audits - The sampling procedure and / or pre-certification process shall be jointly audited at least on a bi annual basis on 24 (twenty four) hour notice by Eskom. A copy of the report shall be forwarded to the Supplier.

12.5. Schedule of Auto Mechanical Tariff sampling plant audit shall be communicated by Eskom and may be requested by the Supplier.

13. PRE-CERTIFIED STOCKPILE MANAGEMENT

The following applies where the Agreement prescribes pre-certification of stockpiles prior to Delivery:

13.1. The Supplier shall have a mass meter on the final product conveyor to determine the tonnage of the Pre-Certified Stockpile.

13.2. The capacity / size of each Pre-Certified Stockpile shall be approximately equivalent to a day’s deliveries [Supplier to provide], unless otherwise agreed, subject to sampling and analysis as described in the proceeding clauses.

13.3. If Eskom allows deliveries from more than one source per Agreement, then the Supplier shall approach Eskom for approval of more than one sample per Agreement per day. Approval shall be based on tonnages, analysis budget, etc.

13.4. The size of the Pre-Certified Stockpiles may be increased subject to Eskom’s agreement as specified in the Agreement. In all instances the quality of the daily equivalent tonnages making up such stockpile shall be in specification. The Supplier is required to measure the tonnage of the stockpiles created.

13.5. The stockpile numbers shall be recorded on the weigh bill slips prior to delivery to the Power Station.
13.6. The tonnage of each stockpile, associated with a Pre-Certified Stockpile result, can be reconciled with the tonnage delivered to the Power Station for that specific stockpile.

13.7. Pre-Certified Stockpiles must be identified with a fixed signboard indicating the stockpile status as follows:

The unique identification shall reflect the source abbreviation followed by the date that the stockpile was created, an alphabet representing the stockpile letter for that day and product type where applicable, as per 5.10.3.
13.8. The Supplier shall ensure that the above process is adhered to at all times. Any deviation from the process shall be recorded for audit purposes and shall mean that the stockpile has not been pre-certified and that the stockpile is in fact Reject Coal.

13.9. No stockpile that has qualities below the quality specification, as tabled in the Agreement, or has violated the sampling and stockpile management processes as described in this procedure shall be dispatched to Eskom.

13.10. The control sheet linking the as-produced qualities and tonnage to the Pre-Certified Stockpiles and the weighbridge certificates must be signed off by both Eskom and the Supplier’s representatives for invoice verification. The Supplier must ensure that the weighbridge certificate reflects the Pre-Certified Stockpile from which the coal was loaded.

14. TREATMENT OF OUT OF SPECIFICATION STOCKPILES

14.1. No stockpile that has qualities below the contractual specification, as tabled in the Agreement, shall be dispatched to Eskom. The Supplier, at its own cost, shall be responsible for the blending/reprocessing of out of specification stockpiles. Where the sampling and stockpile management processes as set in this CQMP is violated or where the product stockpile does not meet the contractual specification, it shall be completely removed and/or reprocessed to meet specification. Records shall be maintained regarding the treatment of such out of specification stockpiles together with new stockpile name if reprocessed. The out of specification stockpiles shall not be in the pre-certified stockpiling area for longer than 7 (seven) working days. In
other words the out of specification stockpile shall be removed from the Pre-Certified Stockpile area within 7 (seven) working days.

14.2. Where auto-mechanical sampling is required in terms of the Agreement, the stockpile shall be reprocessed or blended through the stack out facility and shall be re-sampled by the Auto-Mechanical Tariff Sampler.

14.3. Where manual sampling is applicable in terms of the Agreement, then such stockpiles not meeting specification shall be reprocessed and re-sampled in accordance with this procedure.

14.4. Eskom shall not pay for transport and analysis of stockpiles that do not meet contractual specifications such samples shall be paid for by the Supplier, except in the case of total moisture. Refer to clause 5.9.3 of this procedure.

15. STOCKPILE MOISTURE MANAGEMENT

15.1. If the product stockpile is out of specification for total moisture, the stockpile must be allowed to drain for a pre-determined (as per drainage test results) drying time after creation of the stockpile. This is to allow the total moisture to achieve equilibrium moisture prior to loading. Either the as produced moistures or equilibrium moisture will be used for the payment purposes as specified in the Agreement.

15.2. In the event of rain, grab samples (at a depth of 50 (fifty) cm from surface) shall be taken to verify the actual moisture levels of the Pre-Certified Stockpiles. The Total Moisture results must be communicated to Eskom’s responsible Contract Manager in writing (e-mail or fax), who, with the consent of the Power Station will deny or grant permission to load the stockpile.

15.3. The Total Moisture results must be communicated to Eskom’s responsible geologist for the tonnage adjustment.

15.4. Eskom reserves the right, at its own discretion, to accept stockpiles for which the moisture is out of specification, regardless of rain. The delivered tons will be adjusted as described in the Agreement.
16. ASSURANCE ON THE PRE-CERTIFICATION PROCESS

In order to ensure assurance of the pre-certification process Supplier shall be required to adhere to the following:

16.1. Mixing/Blending Process

16.1.1. The Supplier shall install adequate mechanical mixing/blending capacity to ensure consistency within the Contract Coal Consignment.

16.1.2. The Supplier shall be required to provide Eskom with a flow diagram/systems/procedure diagram outlining the mix/blending process that shall be adhered to for the duration of the Agreement. The flow diagram shall be agreed to between the Eskom and the Supplier and shall form part of the Agreement. Variability tests may be done on an agreed timeframe to determine the consistency of the process.

16.2. Pre-certification Sampling

16.2.1. The Supplier shall install auto-mechanical samplers, interlocked with the final product belt.

16.2.2. The Supplier shall be required to provide Eskom with a flow diagram/systems/procedure indicating the auto-mechanical sampling process that shall be adhered to for the duration of the Agreement. The flow diagram/systems/procedure shall be agreed to between the Eskom and the Supplier and shall form part of the Agreement.

16.2.3. The Supplier shall install a tamper proof automated sampling unit. The design and retrofit conditions shall be agreed to by both Eskom and the Supplier before implementation thereof.

16.3. Load-out Controls

16.3.1. The Supplier shall be required to provide Eskom with a flow diagram/systems/procedure indicating the load out control process that shall be
adhered to for the duration of the Agreement. The flow diagram shall be agreed to between the Eskom and the Supplier and shall form part of the Agreement.

16.3.2. The Supplier shall be required to implement the following:

16.3.3. A traffic management system.

There shall be clear separation of incoming and outgoing traffic. There shall also be strict adherence to the prescribed Consignment size, which shall be equal to the agreed Consignment size. Mini "transit" stockpiles shall not be allowed.

16.3.4. A weighbridge identity system.

The approved system shall be required to include the stockpile identity on the weighbridge certificate. For Delivered Agreements the vehicle tracking system shall be required to be compatible to Eskom’s vehicle tracking system. Eskom may, on an ad-hoc basis, request information from the vehicle tracking system. The Supplier shall make such information available to Eskom by the requested date.

16.3.5. Supply Eskom with a daily stockpile status report showing a reconciliation of pre certified tonnages. (Tons closing stock = Tons opening stock + Tons added – Tons despatched). The format of the status report shall be agreed to by the Eskom and the Supplier and included in the agreement. The Supplier shall provide survey reports on request, for audit purposes.

16.3.6. The Supplier shall ensure that mass-meters are installed to measure the coal on the Pre-Certified Stockpiles.

16.3.7. No manual resampling of stockpiles shall be allowed, including re-worked/out of specification stockpiles.

16.3.8. Adequate supervision.
16.3.9. The Supplier shall be required to provide a signed supervisory structure to Eskom, such structure shall form part of the Agreement.

16.3.10. Incoming trucks are tipped before loading.

16.3.11. Adequate controls in place to avoid load-out of stockpile base.

16.3.12. Stockpile separation – ROM stock separated from pre-certified s/pile to avoid contamination.

16.4. Surveillance

16.4.1. For assurance purposes the following is required:

16.4.2. Eskom shall at their own discretion be entitled to install surveillance cameras to conduct remote monitoring of the sampling and load-out processes on site. Coverage of the sampling process shall include the auto-sampler, sample collection, preparation and sampling and placement in the lockable cage. Coverage of the load-out process shall include the blending/process area, Pre-certified Stockpiles and load-out.

16.4.3. Eskom shall also be entitled to:

16.4.4. at any time, with reasonable notice, audit the Mine in terms of adherence to the above requirements relating to precertification.

16.4.5. request the Supplier to provide analysis of the individual sources/blending constituents that make up the blend for the Contract Coal.

16.4.6. view and access the footage of the surveillance camera monitoring the automatic sampler, the auto sampler, sample collection, preparation and sampling placement in the lockable cage, as and when required.

17. VERIFICATION OF PRE-CERTIFIED DELIVERIES
17.1. **Verification sampling**

17.1.1. Eskom reserves the right to perform Verification sampling of Pre-Certified Stockpiles either during building of stockpile or during loading of coal from the Pre-certified Stockpile or as Delivered at the designated Delivery Point.

17.1.2. Verification sampling shall be conducted according to the Eskom Verification procedure, which shall be shared with Supplier prior to commencement of the process.

17.1.3. The Verification results shall be compared to that of the Pre-Certified Stockpiles and action shall be taken by both parties to reduce differences in the results. Should the Consignment Verification tests conducted by Eskom exceed the following limits then the following remedies and price adjustments shall apply:

17.1.4. Where the variance between the pre-certified and Verification results does not exceed 3% (three percent) no remedy shall apply.

17.1.5. Where the Consignment Verification tests conducted by Eskom on receipt of the Contract Coal at the Power Station indicate a consistent (variance exceeding 3 % ash but less than 5% (3-5% ash variance) between Verification and pre-certification on more than 5 Consignments in a month, then Eskom may stop the supply until such time that the Supplier is able to identify the problem, the Supplier shall be required to provide a rectification plan to remedy the situation. If the variance exceeds 3% ash between Verification and pre-certification on a single Consignments then the Supplier is required to investigate and action. If the variance exceeds 3% ash between Verification and pre-certification on three Consignments then Eskom (TSD) and the Supplier is required to investigate and action.

17.1.6. Where the Consignment Verification tests conducted by Eskom on receipt of the Contract Coal at the Power Station indicate a consistent variance exceeding 5 % ash (>5% ash variance ) between Verification and pre-certification on three Consignments in one month, then Eskom may stop the Supply.
17.1.7. Where the Consignment Verification tests conducted by Eskom on receipt of the Contract Coal at the Power Station indicate a consistent variance exceeding 5% ash (>5% ash variance) between Verification and pre-certification on more than three Consignments per Month for three consecutive Months, then Eskom may terminate the contract.

<table>
<thead>
<tr>
<th>Level</th>
<th>Verification variance</th>
<th>Remedy</th>
<th>Conditions</th>
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</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>&lt;3%</td>
<td>No action</td>
<td>None</td>
</tr>
<tr>
<td>Level 2</td>
<td>3-5%</td>
<td>Rectification plan</td>
<td>More than 5 such variances in any given month then the Supplier may be stopped pending an investigation and resolution of the reasons for such.</td>
</tr>
</tbody>
</table>
| Level 3| >5%                   | Stop supply                   | • More than 3 exceedances in any given month then Eskom shall have the right to stop the supply  
• More than 3 exceedances for 3 consecutive months then Eskom shall have the right to terminate the contract |

17.1.8. The following process shall be followed:

17.1.9. The Supplier shall, within 3 (three) Business Days of being notified of the non-conforming variance on Verification results, submit a rectification plan to Eskom. The rectification plan shall set out a schedule/plan of how the Supplier shall rectify the variance in the Verification tests conducted by Eskom. Such rectification plan shall clearly outline the steps that shall be taken to rectify the problem and clear time lines by when the problem shall be resolved;

17.1.10. The Supplier shall consult with Eskom on the rectification plan and, Eskom undertakes, within 3 (three) days after submission of the rectification plan, to advise whether the plan is acceptable, which acceptance will not be unreasonably withheld or delayed; and on Eskom’s acceptance, the Supplier shall implement the rectification plan in the form and on the terms acceptable to Eskom within the agreed upon time lines. The Supplier may resume Supply on Eskom’s instruction and the effectiveness of the rectification plan shall be measured by means of verification sampling.
17.2. Eskom shall be entitled, at Eskom’s own cost and in line with ISO 18283, to conduct Verification of the Pre-Certified Stockpiles either at Source or upon delivery at the rail siding or the Power Station. Should the Consignment Verification tests conducted by Eskom on receipt of the Contract Coal at the Power Station or rail siding exceed the following limits then the following remedies and price adjustments shall apply:

17.2.1. Where the variance between the pre-certified and Verification results does not exceed 3% (three percent) no remedy or price adjustment shall apply.

17.2.2. Where the Consignment Verification tests conducted by Eskom on receipt of the Contract Coal at the Power Station indicate a consistent (variance exceeding 3 % ash but less than 5% (3-5% ash variance) between Verification and pre-certification on more than 5 Consignments in a Month, then Eskom may stop the Supply until such time that the Supplier is able to identify the problem, the Supplier shall be required to provide a rectification plan to remedy the situation. If the variance exceeds 3% ash between Verification and pre-certification on a single Consignment then the Supplier is required to investigate and action. If the variance exceeds 3% ash between Verification and pre-certification on three Consignments then Eskom (TSD) and the Supplier is required to investigate and action.

17.2.3. Eskom shall within 3 (three) days after submission to it of the rectification plan, to advise whether the plan is acceptable, which acceptance shall not be unreasonably withheld or delayed.

17.2.4. On Eskom’s acceptance, the Supplier shall implement the remedial plan in the form and on the terms acceptable to Eskom within the agreed upon time lines. The Supplier may resume Supply and the effectiveness of the remedial plan shall be measured by means of Verification sampling.

17.2.5. Should there be more than five variances of 3 to 5% ash in any given Month then the Supply may be stopped, pending the investigation and resolution of the reason/s for such variance/s.
17.2.6. Should there be more than three exceedances above 5% (five percent) ash in any given Month then Eskom shall have the right to stop the Supply.

17.2.7. Should there more than 3 (three) exceedances above 5% (five percent) ash per Month for 3 (three) consecutive Months then Eskom shall have the right to terminate the Agreement.

17.3. Supplier’s rights with regards to Verification sampling

The Supplier shall be entitled to:

17.3.1. Raise a dispute in writing, in accordance with the provisions of clause 30 of the Agreement within 24 (twenty four) hours of receiving a notification relating to the rejection of a Consignment in accordance to clause Error! Reference source not found. of the Agreement.

17.3.2. Have access to the Verification results. All Verification sampling results will be supplied to the Supplier 24 (twenty four) hours after the analysis results have been issued to Eskom.

17.3.3. Be notified by Eskom of any Verification sampling; and to

17.3.4. Witness the Verification sampling.

18. VARIABILITY TESTS

Variability tests may be conducted by Eskom annually and/or as and when required, as follows and in accordance with ISO 18383, as outlined in the Coal Quality Management Procedure:

18.1. If variability tests are required, then within 3 Months of commencement of deliveries jointly by Eskom and the Supplier to establish the correct sampling regime and consistency of the coal processing for precertification. The sampling increments shall be adjusted accordingly.

18.2. Variability tests may be required;

• If there is an agreed change in the coal supply make up
• If there is a change in the sampling infrastructure.
• Significant change in bias test results

18.3. For each variability test that is conducted, the Supplier shall bear the cost of sampling and Eskom shall bear the cost of transportation and analysis of such tests.

18.4. The acceptable variability limits shall be agreed to by the Eskom and the Supplier by no later than 3 (three) Months after the first Delivery of Contract Coal, subsequent to the Eskom and the Supplier conducting variability tests to determine the variability of the Contract Coal.

19. REVIEW AND AMENDMENTS OF THE CQMP

If changes occur in legislation, codes of practice, or standards, when a functional error is identified, changes to the structure or operation of the Payment Sampling Plant or manual sampling procedures, or if there are changes in the sample preparation requirements or to the currently accepted local or international standards, as set out in table 1 of clause 5.1.3 of this procedure, which require amendments to this CQMP then either Party shall be entitled to request amendments to this CQMP and the Parties shall negotiate in good faith in order to agree on the appropriate amendments within a reasonable time period, but by no later than 10 Business Days of the written request for the amendment, failing which either Party may then refer the matter for an independent expert determination in terms of clause 30 of the Agreement in order for the expert to determine how the CQMP shall be reasonably amended. In agreeing any amendments to this CQMP, the Parties will have regard to the impact on the Agreement.

Once particular agreements have been reached then the respective changes shall be documented and implemented. The amended CQMP will become effective on a date to be agreed by the Parties or, in the event of the Parties failing to reach agreement, on a date to be determined by the independent expert.

20. COMPROMISE

Both Eskom and the Supplier understand and agree that the ISO standards prescribe that splitting of a bulk sample shall be preceded by crushing. However, in this procedure it is a
compromise allowance that the bulk sample is split prior to crushing as it is not practical and is a bigger risk to take a separate sample for general analysis, size grading and total moisture.

It must be noted that the sample preparation flow sheet is an interpretation of the ISO standards and therefore the ISO standards supersede the CQMP.
APPENDIX 1: COAL HANDLING AND PREPARATION PLANT PROCESS FLOW DIAGRAM

<Insert a coal handling and preparation plant process flow diagram.>

APPENDIX 2: GEOGRAPHIC LOCATION OF THE SAMPLING PLANT

<Insert a site map showing the geographic location of the sampling plant. The GPS coordinates must be shown on the diagram. The page layout can be modified to allow for the Process flow diagram to be easily readable>
APPENDIX 3: MECHANICAL SAMPLING PLANT PROCESS FLOW DIAGRAM

<Insert the process flow diagram for the mechanical sampling plant to be used for contractual sampling as described in this CQMP.>

APPENDIX 3.1: AUTO MECHANICAL TARIFF SAMPLING PROCEDURE

<Insert the auto mechanical tariff sampling procedure.>

APPENDIX 3.2: MANUAL TARIFF SAMPLING PROCEDURE

<Supplier to add the manual tariff sampling procedure.>

APPENDIX 3.3: LOAD OUT PROCEDURE

<Supplier to add the load out procedure.>
APPENDIX 4: SAMPLE PREPARATION FLOW DIAGRAM

<Select the appropriate sample preparation flow diagram based on material top size as described in this CQMP. Delete the diagrams not applicable>
Sample Preparation: Coal with 40mm Nominal Top Size

- BULK SAMPLE COLLECTED MANUALLY OR AUTO MECHANICALLY
- MAJORITY OF SAMPLE PREPARATION AND ANALYTICAL DETERMINATIONS CARRIED OUT AT NOMINATED LABORATORY (MUTUALLY AGREED UPON BY ESKOM AND SUPPLIER)
- PREPARATION OF SAMPLES AND DETERMINATION OF ABRASIVENESS INDEX CARRIED OUT AT SAME NOMINATED LABORATORY.

ASSUME MIN 355kg (BULK SAMPLE)

ROTARY SPLITTER PREFERRED

“A” MIN 50kg
AIR DRY
SIEVE ANALYSIS
- RECORD ALL RETAINED MASSES
- CALCULATE % RETAINED MASSES

“B” MIN 125kg
AIR DRY AT 40°C TO CONSTANT MASS
STAGE CRUSH TO -3mm
SPLIT
STAGE CRUSH TO MINUS -4.75mm
SPLIT
MILL TO -212 µm
0.650kg
SPLIT
60g
60g
60g
NOMINATED LABORATORY ANALYSIS CALORIFIC VALUE, PROXIMATES, AFT’s AND TOTAL SULPHUR
DUPLICATE PF SAMPLES FOR THE SUPPLIER/ESKOM

“D” MIN 125kg
BULK REFERENCE (ALL ANALYSES)
➢ TO BE PREPARED ACCORDING TO REQUIRED ANALYSIS
➢ RETAINED AT NOMINATED LABORATORY FOR DISPUTES

SPLIT
2X4.5kg AI DETERMINATIONS
2X4.5kg DUPLICATE AI SAMPLE – SUPPLIER/ESKOM
SPLIT
2X4.5kg AI REFERENCE (ANALYSED IF RESULTS ARE OUTSIDE RELEVANT LIMITS)
REFERENCE PF SAMPLE KEPT AT NOMINATED LABORATORY FOR 30 WORKING DAYS
2X ±1kg TOTAL MOISTURE DETERMINATIONS

SPLIT
±2kg REFERENCE (ANALYSED IF RESULTS ARE OUTSIDE RELEVANT LIMITS)

NOMINATED LABORATORY

Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINING (PTY) LTD executed at Megawatt Park, Sunninghill.
Sample Preparation: Coal with 50mm Nominal Top Size

- BULK SAMPLE COLLECTED MANUALLY OR AUTO MECHANICALLY
- MAJORITY OF SAMPLE PREPARATION AND ANALYTICAL DETERMINATIONS CARRIED OUT AT NOMINATED LABORATORY (MUTUALLY AGREED UPON BY ESKOM AND SUPPLIER)
- PREPARATION OF SAMPLES AND DETERMINATION OF ABRASIVENESS INDEX CARRIED OUT AT SAME NOMINATED LABORATORY.

ASSUME MIN 470kg (BULK SAMPLE)

ROTARY SPLITTER PREFERRED

“A” MIN 65kg
- AIR DRY
- SIEVE ANALYSIS -RECORD ALL RETAINED MASSES -CALCULATE % RETAINED MASSES

“B” MIN 170kg
- AIR DRY AT 40°C TO CONSTANT MASS
- STAGE CRUSH TO -3mm
- SPLIT

“C-a” MIN 30kg
- STAGE CRUSH TO MINUS -4.75mm
- SPLIT
- MILL TO -212 µm
- 0,650kg
- SPLIT
- 60g
- 60g
- 60g
- NOMINED LABORATORY ANALYSIS CALORIFIC VALUE, PROXIMATES, AFT’s AND TOTAL SULPHUR
- DUPLICATE PF SAMPLES FOR THE SUPPLIER/ESKOM
- REFERENCE PF SAMPLE KEPT AT NOMINATED LABORATORY FOR 30 WORKING DAYS
- 2X ± 1kg TOTAL MOISTURE DETERMINATIONS

“D” MIN 170kg
- BULK REFERENCE(ALL ANALYSES)
- TO BE PREPARED ACCORDING TO REQUIRED ANALYSIS
- RETAINED AT NOMINATED LABORATORY FOR DISPUTES
- TOTAL MOISTURE
- 2X 4.5kg AI DETERMINATIONS
- 2X4.5kg DUPLICATE AI SAMPLE – SUPPLIER/ESKOM

“C-b” MIN 35kg
- STAGE CRUSH TO MINUS -3mm
- SPLIT
- ± 2kg REFERENCE (ANALYSED IF RESULTS ARE OUTSIDE RELEVANT LIMITS)

REFERENCE PF SAMPLE KEPT AT NOMINATED LABORATORY FOR 30 WORKING DAYS
- 2 X ± 1kg TOTAL MOISTURE DETERMINATIONS

Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ??????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
APPENDIX 5: LABORATORY COAL QUALITY REPORTING TEMPLATE

<table>
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<th>REPORT NO:</th>
<th>Lab. Description Sample</th>
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<table>
<thead>
<tr>
<th>SOURCE</th>
<th>Date</th>
<th>REPORT NO:</th>
<th>Lab. Description Sample</th>
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</thead>
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<td>Date</td>
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**SAMPLE CONDITIONS**

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<thead>
<tr>
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<th>Sample Split Mass</th>
<th>Dry basis</th>
<th>As received</th>
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**Tests**

<table>
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<tr>
<th>Tests</th>
<th>Conditions</th>
<th>Description</th>
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</table>

**References**

- **Based on ISO 11722**
- **Based on ISO 1928**
- **Based on ISO 540**
- **Based on Eskom Method**
- **Based on ISO 1953**
- **Based on ISO 589**
- **Based on ISO 1171**
- **Based on ISO 562**
- **Based on ASTM 4239**

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The test work related to this test report was performed by ESKOM Holdings Pty Ltd. This report and its results relate only to the specific sample(s) identified above. They do not imply approval of the quality and/or performance of the item(s) in question and the test results do not apply to any similar item that has not been tested. (Please Note: The “Conditions of Test” page follows this Test.)

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Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
APPENDIX 6: SUPPLIER DAILY COAL QUALITY REPORT TEMPLATE
<table>
<thead>
<tr>
<th>Date</th>
<th>Stockpile</th>
<th>Source / Contract No:</th>
<th>Contractual Lab:</th>
<th>Date Stockpile Lab. Sample IM</th>
<th>TM</th>
<th>Ash</th>
<th>C.V.</th>
<th>Gjoule/TonsPower Station</th>
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Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
## APPENDIX 7: STOCKPILE LOG-SHEET

### PRECERTIFICATION CONTROL SHEET

<table>
<thead>
<tr>
<th>Stockpile No.</th>
<th>Date Created</th>
<th>Quantity (kg)</th>
<th>Stockpile Date</th>
<th>Stockpile Loading</th>
<th>Comments/Non-compliance</th>
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</table>

**SUPPLIER:**
**SITE:**
**PRODUCT:**

**Bulk Sample**
- Removed
- Signature
- Returned
- Signature

**Duplicate Sample**
- Contractual analyses
- Results Received
- Signature
- Stockpile Pre-certification
- Stockpile Retention
- Date
- No. of loads
- TM%
- Signature

**Stockpile Loading**
- Date
- Time
- In Spec.
- Eskom
- Supplier

**Eskom Roving Supervisor**
**Supplier Supervisor**

Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ???MINE (PTY) LTD executed at Megawatt Park, Sunninghill.
APPENDIX 8.1: MANUAL SAMPLING LOG-SHEET

MANUAL SAMPLING LOGSHEET

<table>
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<tr>
<th>Date</th>
<th>Time</th>
<th>Supplier at station</th>
<th>Increments size (min.2.5kg)</th>
<th>Increments per FEL (min. of 2)</th>
<th>Safety</th>
<th>Labelling</th>
<th>Sample deviation</th>
<th>Riffling</th>
<th>Compliance (yes/no)</th>
<th>Deviations</th>
<th>Corrective Action</th>
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APPENDIX 8.2: MONITORS HOURLY MECHANICAL SAMPLING OBSERVATION FORM

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<th>Actual Sampling Interval/Frequency (s)</th>
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</table>
Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ?????MINE (PTY) LTD executed at Megawatt Park, Sunninghill.

19:00 |   
20:00 |   
21:00 |   
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01:00 |   
02:00 |   
03:00 |   
04:00 |   
05:00 |   

**NOTE:** The frequency will vary from site to site. The design sampler interval or frequency shall be extracted from the mine’s signed sampling procedure.

**APPENDIX 9: DISPUTE DECLARATION FORM**

<table>
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<tr>
<th>PRIMARY ENERGY QUALITY ASSURANCE DISPUTE DECLARATION REQUEST FORM</th>
<th>Unique Identifier</th>
<th>Revision</th>
<th>Effective Date</th>
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<td>March 2012</td>
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</tbody>
</table>
Coal Supply Agreement between ESKOM HOLDINGS SOC LTD and ???MINE (PTY) LTD executed at Megawatt Park, Sunninghill.