competitiontribunal
SOUTH AFRICA

COMPETITION TRIBUNAL OF SOUTH AFRICA

Case No.: LM099Sep25

In the matter between:

DORSTFONTEIN COAL MINES PROPRIETARY LIMITED	Primary Acquiring Firm
and	
BOCHABELA MINING PROPRIETARY LIMITED	Primary Target Firm
SBS MINING PROPRIETARY LIMITED	Primary Target Firm

Panel:	Andreas Wessels (Presiding Member) Andiswa Ndoni (Tribunal Member) Geoff Budlender (Tribunal Member)
Heard on:	12 and 15 December 2025
Date of last submissions:	27 February 2026
Decided on:	04 March 2026

ORDER

Further to the recommendation of the Competition Commission in terms of section 14A(1)(b) of the Competition Act, 1998 ("the **Act**") the Competition Tribunal orders that-

1. the merger between the abovementioned parties be approved in terms of section 16(2)(b) of the Act subject to the conditions attached hereto; and

2. a Merger Clearance Certificate be issued in terms of Competition Tribunal rule 35(5)(a).

A Wessels — 04/03/26

Presiding Member — **Date**
Mr Andreas Wessels

Concurring: Ms Andiswa Ndoni and Mr Geoff Budlender

Merger Clearance Certificate

competitiontribunal
SOUTH AFRICA

Notice CT 10

About this Notice

This notice is issued in terms of section 16 of the Competition Act.

You may appeal against this decision to the Competition Appeal Court within 20 business days.

Contacting the Tribunal

The Competition Tribunal
Private Bag X24
Sunnyside
Pretoria 0132
Republic of South Africa
tel: 27 12 394 3300
fax: 27 12 394 0169
e-mail: ctsa@comptrib.co.za

Date : 04 March 2026

To : Werksmans Attorney

Case Number: LM099Sep25

DORSTFONTEIN COAL MINES PROPRIETARY LIMITED And BOCHABELA MINING PROPRIETARY LIMITED SBS MINING PROPRIETARY LIMITED

You applied to the Competition Commission on **18 September 2025** for merger approval in accordance with Chapter 3 of the Competition Act.

Your merger was referred to the Competition Tribunal in terms of section 14A of the Act or was the subject of a Request for consideration by the Tribunal in terms of section 16(1) of the Act.

After reviewing all relevant information, and the recommendation or decision of the Competition Commission, the Competition Tribunal approves the merger in terms of section 16(2) of the Act, for the reasons set out in the Reasons for Decision.

This approval is subject to:

- [ ] no conditions
- [x] the conditions listed on the attached sheet.

The Competition Tribunal has the authority in terms of section 16(3) of the Competition Act to revoke this approval if

a) it was granted on the basis of incorrect information for which a party to the merger was responsible.
b) the approval was obtained by deceit.
c) a firm concerned has breached an obligation attached to this approval.

The Registrar, Competition Tribunal

Tebogo Mputle

ANNEXURE A

IN THE LARGE MERGER BETWEEN

DORSTFONTEIN COAL MINES PROPRIETARY LIMITED

AND

THE BUSINESSES OF BOCHABELA MINING PROPRIETARY LIMITED AND SBS MINING PROPRIETARY LIMITED

CT CASE NUMBER: LM099Sep25

CONDITIONS

---

1. DEFINITIONS AND INTERPRETATION

1.1. In this document the following expressions bear the meanings assigned to them below and related expressions bear corresponding meanings -

1.1.1. **"Acquiring Firm"** means Katlego Coal Proprietary Limited;

1.1.2. "**Approval Date**" means the date referred to in the Tribunal's clearance certificate (Form CT 10);

1.1.3. "**Bochabela**" means Bochabela Mining Proprietary Limited;

1.1.4. "**Business Days**" mean any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.5. "**Commission**" means the Competition Commission of South Africa duly established under the Competition Act;

1.1.6. "**Commission Rules**" mean the Rules for the Conduct of Proceedings in the Commission;

1.1.7. "**Competition Act**" means the Competition Act 89 of 1998, as amended;

1.1.8. "**Conditions**" mean, collectively, the conditions referred to in this document;

1.1.9. "**DCM**" means Dorstfontein Coal Mines Proprietary Limited;

1.1.10. "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties;

1.1.11. "**Katlego Coal**" means Katlego Coal Proprietary Limited, the holding company and controller of DCM;

1.1.12. "**LRA**" means the Labour Relations Act, 66 of 1995, as amended;

1.1.13. "**Merger**" means the Acquiring Firm's acquisition of the SBS and Bochabela Target Businesses;

1.1.14. "**Merged Entity**" means the Acquiring Firm and the SBS and Bochabela Target Businesses after the Implementation Date;

1.1.15. "**Merger Parties**" mean the Acquiring Firm and the SBS and Bochabela Target Businesses;

1.1.16. "**Moratorium**" means the period between the Approval Date and the Implementation Date and thereafter, a period of 3 (three) years from the Implementation Date;

1.1.17. "**SBS and Bochabela Target Businesses**" mean the business conducted by SBS and Bochabela including the employees of SBS and Bochabela;

1.1.18. "**SBS**" means SBS Mining Proprietary Limited;

1.1.19. "**South Africa**" means the Republic of South Africa;

1.1.20. "**Target Firms**" mean the SBS and Bochabela Target Businesses;

1.1.21. "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

1.1.22. "**Tribunal Rules**" mean the Rules for the Conduct of Proceedings in the Tribunal.

2. APPLICATION OF SECTION 197 OF THE LRA

2.1. The original agreement entered into among the Merger Parties contemplated that DCM would acquire the assets of the Target Firms and that the employees of the Target Firms would be transferred to Katlego Coal. This transaction structure gave rise to a debate about the application of section 197 of the LRA.

2.2. In order to resolve the debate and ensure the automatic transfer of the employees to Katlego Coal in accordance with section 197 of the LRA, the SBS and Bochabela Target Businesses (including the assets and the employees of the Target Firms) will cumulatively be acquired by Katlego Coal. Consequently, Katlego Coal will be regarded as being the Acquiring Firm in this merger.

2.3. The Merger Parties shall ensure that the Target Firms' assets are transferred to the Acquiring Firm and the employees of the Target Firms are transferred to the Acquiring Firm in terms of section 197 of the LRA.

3. MORATORIUM ON RETRENCHMENTS

3.1. The Merger Parties shall not retrench any employees as a result of the Merger for the duration of the Moratorium.

3.2. For the sake of clarity, retrenchments in terms of 3.1. above do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) retrenchments as a result of unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed term third party contract employee or a contract with a third party.

3.3. Where the Merger Parties retrench any employee in South Africa during the Moratorium period, the retrenchment will be presumed to be as a result of the Merger, unless the Merger Parties demonstrate otherwise.

3.4. The Merger Parties undertake that the Acquiring Firm will comply with applicable labour legislation and implement a relevant labour law compliance programme. This undertaking is binding on the Merger Parties, and the Commission can request compliance reports from time to time to ascertain compliance with the undertaking.

4. RETRENCHMENT ENTITLEMENT BENEFITS

4.1. Within 5 (five) Business Days of the Implementation Date, the Merger Parties will transfer to an escrow agent and instruct it to hold in trust, in an interest-bearing account, for a period of 5 (five) years, a sum of money equivalent to the Target Firms employees' minimum legally entitled severance benefit as contemplated by section 41(2) of the Basic Conditions of Employment Act (No. 75 of 1997), which severance benefit will be measured as at the Implementation Date.

4.2. Should the Acquiring Firm retrench any of the employees of the Target Firms, for operational reasons or otherwise, within a period of 5 (five) years from the Implementation Date, the Acquiring Firm will utilise the funds and interest held in escrow as contemplated in 4.1 above, in order to pay out the employee severance benefits due to the Target Firms' employees who will be retrenched. For the avoidance of doubt, the funds held in trust by the escrow agent as contemplated in 4.1 above can be used solely for the purpose of this clause 4.2.

4.3. For the sake of clarity, retrenchments in terms of 4.2 above do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) retrenchments as a result of unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed term third party contract employee or a contract with a third party.

4.4. On the fifth anniversary of the Implementation Date, the Acquiring Firm will be relieved of its obligation to hold the Target Firms' employees minimum severance benefits in trust and can instruct its appointed escrow agent to refund any remaining balance held in trust to the Acquiring Firm, together with any interest which has accrued to the Acquiring Firm while the funds were held in trust.

5. MONITORING OF COMPLIANCE WITH THE CONDITIONS

5.1. The Merger Parties shall circulate a copy of the Conditions to all of the employees of the SBS and Bochabela Target Businesses, their employee representatives and trade unions within 5 (five) Business Days of the Approval Date.

5.2. As proof of compliance with 5.1 above, a director of the Merger Parties shall within 10 (ten) Business Days of circulating the Conditions to employees, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees in that regard.

5.3. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Business Days of its occurrence.

5.4. Within 5 (five) Business Days of the Implementation Date, the Merger Parties shall provide the Commission, the employee representatives and the trade unions that represent the employees of the Target Firms with the amount of the deposit in escrow as contemplated in paragraph 4.1.

5.5. Within 20 (twenty) Business Days of the Implementation Date, the Merger Parties shall provide the Commission, the employee representatives and the trade unions that represent the employees of the Target Firms with proof of deposit in escrow of the amount contemplated in paragraph 4.1.

5.6. For the duration of the Conditions, on each anniversary of the Implementation Date, the Acquiring Firm shall provide the Commission with a report confirming compliance with these Conditions. The report shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm, confirming the Acquiring Firm's compliance with these Conditions.

5.7. The Commission may request any additional information from the Merged Entity, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

6. APPARENT BREACH

In the event that the Commission receives any complaint in relation to non-compliance with the above Conditions or otherwise determines that there has been an apparent breach by the Merger Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

7. VARIATION

The Merger Parties and/or the Commission may at any time, and on good cause shown, and on notice to the other, apply to the Tribunal for any of the Conditions to be waived, relaxed, modified or substituted. The employee representatives and trade unions that represent the employees of the Target Firms shall be entitled to oppose such application.

8. GENERAL

All correspondence in relation to these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za