

**ADDENDUM No. 1A
TO
TERMS AND TARIFFS
OF BMF PORT BURGAS EAD**

**ACT Burgas
Terms of Business**

In force from 01.01.2019



**CONTAINER TERMINAL
MULTIFUNCTIONAL PORT TERMINAL**

1 General

- 1.1 These regulations shall apply to all and any persons involved in port and maritime trade related with containers in the BMF Port Burgas.
- 1.2 For the purpose of clarity and distinction to other activities related to cargo handling, the management of container operations is performed by the Department Advance Container Terminal Burgas (later ACT) as part of BMF PORT BURGAS.
- 1.3 In the event that the interested parties make arrangements related to containers handling different from those provided for herein, any such arrangements shall be considered acceptable, provided that they are consistent with the applicable legal regulations and do not disrupt activities of any other persons involved in the trade of goods in ACT.
- 1.4 The provisions of these regulations applicable to contracting parties shall also apply to all and any persons acting on their behalf.
- 1.5 In the event of a conflict of interests between contracting parties or in exceptional circumstances that could affect the performance and date of services, the decision of the ACT management shall apply subject to prior notification of the interested parties.
- 1.6 The parties involved in the cargo handling activities and/or manipulation of containers in ACT shall plan the works in best possible manner to ensure efficient handling of goods, vessels and means of land transport.
- 1.7 All persons involved shall provide, within time limits described in these regulations, necessary information and documentation to carry out requested services.
- 1.8 The services provided by ACT shall be settled based on:
 - a) ACT Burgas Tariff
 - b) Arrangements and commercial agreements between parties
- 1.9 For any additional port services to ACT's clients, which are not included in ACT Tariff, the general Terms and Tariffs of BMF PORT BURGAS shall apply.
- 1.10 For any additional port services to ACT's clients, which are not included in ACT Tariff and/or general Terms and Tariffs of BMF PORT BURGAS the parties shall agree to an additional annex.

- 1.11 Settling of mutual debts is subject to prior written acceptance by BMF Port Burgas. Until such written acceptance is issued the Customer shall not be released from the obligation to pay full amount of the issued invoices within prescribed time limits.
- 1.12 The contracting party shall be considered to be the payer for the requested services provided by ACT, unless the interested parties agree otherwise.
- 1.13 All and any services provided by ACT shall be carried out based on the data entered by the Customer into ACT's IT system or a written request.
- 1.14 The contracting party must inform ACT of any additional services and activities to be carried out concurrently with ACT's services by any other institutions, authorities and/or companies.
- 1.15 ACT keeps in its Terminal Operating System (TOS) an electronic record of all manipulated goods. The information in the system shows the current status of the goods and provides evidence of goods acceptance/delivery.
- 1.16 ACT reserves the right to modify the plan of operations for the requested services.
- 1.17 During acceptance of containers/trailers, ACT shall perform assessment of their technical condition based on visual examination of the side walls, without inspecting the contents, and shall confirm/update seal numbers.
- 1.18 If a full container is discharged from the vessel without the seal then ACT may place the seal in order to secure the cargo (without checking it) and the parties shall accept such seal.
- 1.19 Empty containers are evacuated from the terminal on the FILO base (First IN Last OUT). If the Customer requires different arrangement with empties then he should cover expenses of such request and especially restows on the yard.
- 1.20 The Customer covers all costs related to Customs clearance procedures, including penalties.
- 1.21 All goods stored in ACT are subject to supervision by national border authorities.
- 1.22 Customers are obliged to observe Customs and any other authorities regulations especially related to the allowed storage periods. The Customer shall bear all the costs including but not limited to import customs taxes and dues incurred by ACT due to non-observance of the formalities set out in relevant regulations.
- 1.23 In the event that the Contracting Party fails to make any payment to BMF Port Burgas within the prescribed time limit or fails to comply with these regulations, the ACT shall be entitled to immediately withdraw from any additional agreements with this party, and also to refuse to accept requests and/or to suspend any further services for this party.

- 1.24 Any disputes resulting from concluding, interpreting or executing agreements between Customers and ACT/BMF Port Burgas shall be resolved according to the laws of Republic of Bulgaria.

2 Service of vessels

- 2.1 Berthing of the vessel is assigned on the following rules:
- a) first come first served
 - b) operational requirements or management decision

In any case vessel arriving to ACT must be ready for operations.

- 2.2 Vessel shall not be berthed if loading plan is not previously confirmed by Master.
- 2.3 Vessel may claim priority berthing if schedule of arrivals for 6 months ahead is presented and accepted by ACT. Changes to such schedule must be agreed with ACT otherwise the right for priority berthing is waived.
- 2.4 Vessel's cargo handling equipment, use of which may accelerate servicing of the vessel, should be in good working condition confirmed with valid certificate.
- 2.5 Vessel is responsible for opening and closing of hatches.
- 2.6 Vessel is responsible to provide sufficient lashing equipment in good working order on site.
- 2.7 The contracting party is obliged to inform ACT of any technical difficulties or any other limitations, which could affect vessel's operations as soon as it becomes aware of any such circumstances.
- 2.8 Any damages to the vessel or the cargo must be reported to ACT immediately and not later than the end of the working shift when the damage occurred. Vessel's command shall present to ACT a written damage report. ACT is responsible for the damage only if the damage and its cause are clearly acknowledged by ACT on the said damage report. ACT reserves the right to call for an independent surveyor working on behalf of its insurer.
- 2.9 Vessel's command along with the Agent should be immediately notified by ACT of a damage done to cargo handling facilities and caused by the vessel.
- 2.10 The contracting party is required to inform ACT about vessel's arrival in the following manner:
- a) WEEKLY ADVICE – ETA, initial information about cargo and other information concerning service of the vessel;
 - b) DAILY ADVICE in advance of 36, 24 and 12 hours - ETA and all relevant vessel's call/cargo info;

ACT plans the operations based on the discharging/loading information included in 36 hrs notice. Any later changes must be accepted by ACT.

- 2.11 ACT in agreement with the customer plans service of the vessel:
- a) for Tuesday, Wednesday, Thursday, Friday – until 12.00 hrs the previous day
 - b) for Saturday, Sunday, Monday – until 12.00 hrs on Friday
 - c) Official Holidays – until 12.00 hrs on preceding working day
- 2.12 Customer cancellation of ship service plan:
- a) operations ordered for Tuesday, Wednesday, Thursday, Friday and Saturday – until 12.00 hrs the previous day
 - b) operations ordered for Sunday and Monday – 12 hrs before shift starts
- 2.13 Cut-off time for the cargo is 6 hours before beginning of operations.
- 2.14 The customer is obliged to provide ACT with all relevant documentation, paperwork and electronic files (including discharge/load lists, manifests, reefer manifests, IMDG manifests, stowage plans, etc.) not later than 12 hours before beginning of vessel's operations.
- 2.15 In case of delayed arrival of the vessel or when the vessel is unprepared for the planned service the customer bears the expenses of idle time.
- 2.16 ACT will allow onboard repairs performed by ship's crew or third party companies, deliveries of goods and bunkers, if such repairs and/or services do not delay operations. In any case all onboard repairs and/or services must be agreed with ACT beforehand.

3 Service of land vehicles and cargo

- 3.1 All vehicles (trucks, trains) arriving to ACT must be pre advised beforehand.
- 3.2 Trucks arriving to ACT must pass through Pre-gate where administrative check is performed and entry pass issued. Before entering ACT premises trucks pass physical check of containers and/or cargo and if positive than are allowed to proceed inside. ACT may change above-mentioned arrangement due to operational necessities.
- 3.3 Only driver is allowed to remain in the truck while in ACT and should wear visibility vest at all times.
- 3.4 The driver is responsible for opening and closing of container doors during checks and also for locking and un-locking container fixing devices of a trailer.
- 3.5 Companies involved in the transport of containers and cargo by land are required to use specialized for containers trailers and observe the allowable vehicle weight limit. ACT may refuse to service vehicle, which exceed said limit or is inappropriate for safe transport of containers or cargo.
- 3.6 ACT will allow entry for the trucks only if the cargo is ready for reception or acceptance.
- 3.7 ACT may implement appointment system for trucks to avoid congestion in the yard and speed up truck turnover time.
- 3.8 Trains arriving to ACT should be pre-advised and service ordered as follow:
 - a) for Tuesday, Wednesday, Thursday, Friday – until 12.00 hrs the previous day
 - b) for Saturday, Sunday, Monday – until 12.00 hrs on Friday
 - c) Official Holidays – until 12.00 hrs on preceding working day
- 3.9 Customer cancellation of train service plan:
 - c) operations ordered for Tuesday, Wednesday, Thursday, Friday and Saturday – until 12.00 hrs the previous day
 - d) operations ordered for Sunday and Monday – 12 hrs before shift starts

- 3.10 Customer bears the costs of idle time for ordered train service and other complementary services if ordered jointly.
- 3.11 Operations of ACT issues from time to time updated detailed procedures to follow during delivery or reception of containers and cargo with relevant requirements for information needed to efficiently plan the service.
- 3.12 Full containers delivered to ACT should have number seals whose construction, condition and placing guarantee proper security.
- 3.13 If container is found on the ACT yard whose condition is different to what it was during the time of acceptance on the terminal (damaged, missing seal, etc.) the parties should agree how to resolve the issue. In such case ACT shall prepare an appropriate report. If the container is withdrawn from ACT without such prior arrangements, the ACT shall be released from responsibility for any resulting consequences.
- 3.14 ACT reserves the right to refuse acceptance of cargo, which raises serious doubts regarding the possibility of ensuring safe storage (this also applies to the sealing and closing method).
- 3.15 If the damaged cargo or cargo without required markings (weight, dimensions, center of gravity, hooking points, etc.) is accepted for storage, the customer shall determine necessary handling procedures and provide missing information and marking on the cargo at the request of ACT.
- 3.16 Claims for damages resulting from stuffing or/and stripping must be reported to ACT immediately and not later than the end of the working shift when the damage occurred. Customer shall present to ACT a corresponding damage report in writing. ACT shall be held responsible for the damage only if the damage and its cause are clearly acknowledged by ACT on the said damage report. ACT reserves the right to call for an independent surveyor working on behalf of its insurer.
- 3.17 Requests for stripping/stuffing services should be submitted to ACT as follows:
 - a) for Tuesday, Wednesday, Thursday, Friday – until 12.00 hrs the previous day
 - b) for Saturday, Sunday, Monday – until 12.00 hrs on Friday
 - c) Official Holidays – until 12.00 hrs on preceding working day
- 3.18 Customer cancellation of stuffing/stripping service:
 - a) operations ordered for Tuesday, Wednesday, Thursday, Friday and Saturday – until 12.00 hrs the previous day
 - b) operations ordered for Sunday and Monday – 12 hrs before shift starts

- 3.19 Customer bears the costs of idle time of ordered workforce if the service was not cancelled in due time or can't be executed due to the fault of the Customer.
- 3.20 ACT performs lashing/unlashing of cargo, duly requested as per art. 3.17 and upon instructions in writing for caring out the same, submitted to the operational persons by e-mail.
- 3.21 ACT shall confirm to the Customer date and time of execution of requested services on cargo.

4 Information required by ACT

- 4.1 To allow for efficient and effective handling of containers ACT requires certain minimum information to be provided either in paper or electronic version or both where applicable.
- 4.2 Documentation related to vessels:
 - a) cargo manifest
 - b) discharge list/instruction
 - c) load list/instruction
 - d) reefer manifest (import/export)
 - e) IMDG manifest (import/export)
 - f) OOG list (Out Of Gauge)
 - g) BAPLIE file
 - h) restow list
 - i) vessel's structure/bayplan for vessels calling first time
 - j) vessel's Particulars for vessels calling first time
- 4.3 Information related to containers (executive information):
 - a) number
 - b) location on the vessel (import)
 - c) size/type
 - d) status/category (Full/Empty/Storage/Transshipment)
 - e) shipping line
 - f) booking (export)
 - g) vessel/voyage (export)
 - h) port of loading (import)
 - i) port of discharge (export)
 - j) stowage port of discharge (export)
 - k) cargo
 - l) gross weight / VGM – Verified Gross Mass
 - m) net weight
 - n) Bill of Lading (import)

- o) seals
- p) UN IMDG (hazardous cargo)
- q) temperature settings (for reefers)
- r) oversize parameters

5 Scope of liability

- 5.1 The liability of ACT shall be limited to claims arising from direct actions or lack of actions of ACT in relation to damage. ACT shall not be liable for any lost profits and indirect damage suffered by the Customer.
- 5.2 Claims for damage may not exceed the average value of damaged or missing cargo.
- 5.3 The seizure of cargo by national authorities shall not affect any claims by ACT towards the Customer for performed services and storage of cargo.
- 5.4 ACT shall not be liable in particular for:
 - a) any losses or damage attributable to Force Majeure, and in particular – weather conditions, fires, natural disasters, warfare, governmental decisions, riots or blockades, strikes or any other event beyond control of ACT or resulting from strikes in ACT and/or strikes of ACT’s business partners,
 - b) any losses due to the late arrival of sea and/or land transport,
 - c) condition of cargo sensitive to atmospheric agents and stored at ACT in the open air at the request or with the consent of the Customer,
 - d) any damage to cargo/equipment caused as result of implementation of lashing instructions submitted by the client,
 - e) any damage to cargo, due to lack of lashing,
 - f) any losses of or damage to any good placed in a container dispatched from ACT as sealed originally by the Customer or a monitoring company acting on its behalf, following the requested operations (taking samples, sanitary, veterinary inspections, Customs clearance, etc.),
 - g) any losses of or damage to the contents of a container received in export in case of a broken/ tampered with seal of the shipper or line or Customs when at the same time other seal(s) is(are) not violated,
 - h) any losses of or damage to the content of the container in the case of a broken/tampered seal of the shipper or line or Customs, when at the same time an equal high-security seal placed alongside the vessel on the full container in import has not been tampered with.
 - i) any damage attributable to improper cargo stevedoring or stowage inside a container if loading of cargo was carried out outside ACT,
 - j) any damage noted during stowage or release of second hand or salvaged vehicles,

- k) any losses of or damage to any goods in a container without original shipper, line or Customs seals,
- l) improper condition of shipments (damaged goods and packaging, missing goods) as shown in the delivery documentation as well as any damage resulting therefrom,
- m) any damage, which could only be revealed during specialist inspection and such inspection has not been requested by the Customer,
- n) technical condition of vehicles and their equipment if ACT has not been requested to examine thoroughly and to check their equipment on their arrival to ACT,
- o) hidden technical failures of vehicles/cargo,
- p) any damage to containers, vehicles and/or other cargo after it was received from ACT without reservations and/or remarks,
- q) consequences of incorrect or insufficient information entered into ACT's TOS system and/or documents provided to ACT by the Customer as well as the damage caused by persons authorized by the Customer,
- r) loss caused by demurrage of means of sea and/or land transport not attributable to any intentional actions or gross negligence of ACT,
- s) any damage to containers (especially roofs) or cargo which are not easily visible during cargo handling operations and are later revealed during storage, inspection of content, Customs clearance or acceptance,
- t) condition of the content and/or deficiencies in declared quantity and/or weight if the original shipment, parcel, container has not been tampered with,
- u) any damage attributable to the natural properties (physical, chemical, etc.) of the cargo,
- v) any losses or damage to the cargo ascertained and / or attributed to ACT after the cargo has left the territory of ACT.

6 Miscellaneous

- 6.1 For all matters not regulated by present Terms of Business, The Terms and Tariffs of BMF PORT BURGAS, the regulations of the Bulgarian and international substantive law, Rules and Customs of the Port shall apply.
- 6.2 In case of contradiction between the Bulgarian and English version of present Terms of Business, the English version shall prevail.