



BMF Port Burgas

Terms and Tariffs



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MULTIFUNCTIONAL PORT TERMINAL

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ADDENDUM № 1A TO TERMS AND PRICES OF THE SERVICES OF BMF PORT BURGAS EAD performed by Department Advance Container Terminal Burgas - Terms of Business

ADDENDUM № 1B TO TERMS AND PRICES OF THE SERVICES OF BMF PORT BURGAS EAD performed by Department Advance Container Terminal Burgas - Tariff

1 General Terms

1.1 General conditions

All prices under the present Terms and Tariffs of the Services of BMF Port Burgas EAD are indicative and may be subject to further negotiation according to the specific conditions and / or providing guaranteed annual volumes.

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- 1.1.1 The present Terms and Tariffs of the Services of BMF Port Burgas EAD (BMFPB), hereinafter referred to as “T&T”, regulate the procedures, terms and prices for the services provided by the port operator, BMF Port Burgas EAD, to shippers, ship owners and other Clients in connection with the handling of cargo from/to ships and means of land transport and other supporting activities, as well as other services, which the Port can provide in case of availability of the respective resources, as well as the terms and procedures for payment for the above on the part of Clients.
- 1.1.2 BMF Port Burgas EAD, hereinafter referred as the “Port”, shall carry out port activities and services in its capacity as Port Operator in accordance with the national legislation of the Republic of Bulgaria.
- 1.1.3 The scope of services of Port within the meaning of the present T&T shall include Port terminal “Burgas East – 2”, Port terminal “Burgas West” and Storage area “Lozovo”.
- 1.1.4 The present T&T shall apply to:
- a) Transportation and forwarding services;
 - b) Supporting port service of use of mechanical handling machines and facilities;
 - c) Marine technical services;
 - d) Stevedoring and storage services under customs warehousing arrangements;
 - e) Technical services and conditions for use of offices;
 - f) Other services not specified otherwise.
- 1.1.5 The present T&T contain the terms and prices of services in Euro (EUR, €), which Clients shall pay in Euro (EUR, €) or in lev (BGN) equivalent, calculated according to the official exchange rate of the euro as announced by the Bulgarian National Bank.

- 1.1.6 Prices under the present T&T are quoted exclusive of VAT. Upon invoicing the Port shall charge VAT in accordance with the effective Value Added Tax Act and the Regulations for Application thereof.
- 1.1.7 Prices under the present Terms and Prices shall be paid:
- a) Per MT or fraction of the gross weight of the cargo (in cases where a price per MT applies),
 - b) Per period of time (started hour, started 24-hour period, month or a longer time span),
 - c) Per sq m or fraction (in cases where a price per sq m applies) or unit,
 - d) Per man-hour or fraction (in cases where a price per man-hour applies).
- 1.1.8 When prices are translated from euro into lev equivalent, they shall be rounded up to the second decimal place.
- 1.1.9 The terms and prices under the present T&T have been set on the basis of an endorsed methodology of pricing upon the formation thereof and shall be negotiable with Clients, which generate considerable cargo traffic at BMF Port Burgas EAD.
- 1.1.10 In case of prices different from the ones specified in the present T&T, the Client shall mandatorily conclude a contract or an annex to the contract in writing.
- 1.1.11 Upon a change of the circumstances affecting the cost of the services, the Port shall have the right to amend and/or supplement the present T&T. This shall furthermore apply in cases where the information provided by the Client about the cargoes handled is incomplete, untrue or does not correspond to their actual qualities, properties, size, etc. or these data are different from the standard ones, to which the respective adopted technology of handling or storage refers.
- 1.1.12 Any port services, which are not mentioned in the present T&T, including such related to cargoes of specific properties, sizes and condition, affecting the cost of the service and/or the technology of handling should be paid on a negotiated basis.
- 1.1.13 The Port may alternatively present a total (lump sum) price for all expected operations and/or storage of a specific cargo at the express written request of a Client.

1.2. Service of vessels

- 1.2.1 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 the Port must be ready for operations.

- 1.2.2 Vessel's cargo handling equipment, use of which may accelerate servicing of the vessel, should be in good working condition confirmed with valid certificate.
- 1.2.3 Vessel is responsible for opening and closing of hatches.

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- 1.2.4 The contracting party is obliged to inform the Port of any technical difficulties or any other limitations, which could affect vessel's operations as soon as it becomes aware of any such circumstances.
- 1.2.5 Any damages to the vessel or the cargo must be reported to the Port immediately and not later than the end of the working shift when the damage occurred. Vessel's command shall present to the Port a written damage report. The Port is responsible for the damage only if the damage and its cause are clearly acknowledged by the Port on the said damage report. The Port reserves the right to call for an independent surveyor working on behalf of its insurer.
- 1.2.6 Vessel's command along with the Agent should be immediately notified by the Port of a damage done to cargo handling facilities and caused by the vessel.
- 1.2.7 The contracting party is required to inform the Port 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;
- 1.2.8 The Port 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
- 1.2.9 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
- 1.2.10 Cut-off time for the cargo is 6 hours before beginning of operations.
- 1.2.11 The customer is obliged to provide the Port 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.
- 1.2.12 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.
- 1.2.13 The Port 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 the Port and Executive Agency Maritime Administration beforehand.

1.3 Service of land vehicles and cargo

- 1.3.1 All vehicles (trucks, trains) arriving to the Port must be pre advised beforehand.
- 1.3.2 Trucks arriving to the Port must pass through Pre-gate where administrative check is performed and entry pass issued. The Port may change above-mentioned arrangement due to operational necessities.
- 1.3.3 Only driver is allowed to remain in the truck while in the Port and should wear visibility vest at all times.
- 1.3.4 The driver is responsible for opening and closing of trucks doors during checks and also for locking and un-locking fixing devices of the cargo.
- 1.3.5 Companies involved in the transport of cargo by land are required to use specialized trailers and observe the allowable vehicle weight limit. The Port may refuse to service vehicle, which exceed said limit or is inappropriate for safe transport of cargo.
- 1.3.6 The Port will allow entry for the trucks only if the cargo is ready for reception or acceptance.
- 1.3.7 The Port may implement appointment system for trucks to avoid congestion in the yard and speed up truck turnover time.
- 1.3.8 Trains arriving to the Port 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
- 1.3.9 Customer cancellation of train 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
- 1.3.10 Customer bears the costs of idle time for ordered train service and other complementary services if ordered jointly.
- 1.3.11 The Port issues from time to time updated detailed procedures to follow during delivery or reception of cargo with relevant requirements for information needed to efficiently plan the service.
- 1.3.12 The Port reserves the right to refuse acceptance of cargo, which raises serious doubts regarding the possibility of ensuring safe handling and storage.
- 1.3.13 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 the Port.

1.3.14 Customer bears the costs of idle time of ordered workforce and equipment if the service was not cancelled in due time - within 12 hours before the requested commencement time for the service or can't be executed due to the fault of the Customer. Failure to comply with the above mentioned period for refusal of a request for use of Mechanical Handling Machines, Equipment and Devices as well as personnel the Customer shall owe a penalty to the Port in the amount of the rental fee for 12 (twelve) hours.

1.3.15 The Port shall confirm to the Customer date and time of execution of requested services on cargo.

2 Transportation and Forwarding Services

2.1 Clients shall pay BMF Port Burgas EAD for the following transportation and forwarding services:

No	ITEM	Unit	Rate
1	Issuing and filling of a waybill*	Set	5.00
2	Issuing of a reporting letter	Letter	3.00
3	Placing a seal other than container	Pc	2.50
4	Placing a clamp	Pc	1.60
5	Report on the handling of ships and cargoes and a digital online version at www.navbul-portburgas.com		
	For 14 days (minimum)	Day	1.02
	For 1 month	Day	1.02
	For 3 months	Day	0.92
	For 6 months	Day	0.82
	For 12 months	Day	0.77
6	Notifying act	Pc	3.00
7	General act	Pc	3.00
8	Arrival advice	Pc	3.00
9	Replacement of means of transport/rearrangement at Client's request	Set	6.00
10	Issuing a copy of the report on the metrological check by scales	Set	5.00
11	Preparation and maintenance of accountability and collateralisation for warehousing of goods under the Customs warehousing procedure, on the basis of the declared customs duties **	month	1,5%

Note: *Upon provision of a waybill by the Client, the price of issuing and filling shall be reduced by 50%.

** In case of necessity of preparation and maintenance of accountability and security for storing of goods under Customs warehousing procedure, the customer shall be liable for the same a monthly fee of 1.5% of the value of the customs duties for each given customs declaration for goods, but no less than EUR 50.00 per month.

3 Supporting Port Service of use of Mechanical Handling Machines and Facilities (MHMF) and Cargo Lifting Devices and Implements (CLDI)

- 3.1 The present T&T are applied for the supporting service of use of mechanical handling machines and facilities (MHMF) as well as of cargo lifting devices and implements (CLDI) owned by BMF Port Burgas EAD.
- 3.2 MHMF and CLDI shall be used on the basis of a written request submitted within the following deadlines:
- At least 48 hours before the time of commencement of the service for use of MHMF and CLDI for a period up to 48 hours;
 - At least 72 hours before the time of commencement of the service for use of MHMF and CLDI for a period from 48 hours to 1 week;
 - at least 7 days before the time of commencement of the service for use of MHMF and CLDI for a period from 1 to 2 weeks;
 - At least 14 days before the time of commencement of the service for use of MHMF and CLDI for a period from 2 weeks to 1 month;

A longer period for use of MHMF and CLDI should be agreed in advance with the Port's operational department.

Failure to comply with the above mentioned deadlines for requests submission the Port has the right to refuse provision of MHMF and CLDI or apply the fee increase of minimum 100%.

In the application for use of a mechanical device, the Client must describe in details the purpose of the use, the weight and size of the cargo and all other requisite data and, if the cargo has to pass through a narrow opening, the size of the latter as well.

- 3.3 The time for use of MHMF and CLDI shall be reported per commenced period of 8 (eight) hours or per 24-hour period (to which it applies) from its permanent stand (or storage facility) where it is normally based.
- 3.4 Upon filing the application, the Client shall remit a deposit for the respective MHMF and CLDI to an amount equivalent to the amount due for their use for one machine-shift (when the duration of use exceeds one machine-shift) but not less than 60% of the cost of the whole service. The balance of the total amount due must be remitted to the accounts of the Port within five days of completion of the activity, and upon conclusion of the contract the Client shall sign a "direct debit order" for the unpaid sum. The "direct debit order" shall be an integral part of the contract for a supporting port service of use of MHMF and CLDI.

- 3.5 The costs of elimination of failures of MHMF and CLDI caused through the fault of the Client shall be borne by the Client. The Client shall pay the respective price for a supporting port service of use of MHMF and CLDI for the period during which the MHMF and CLDI are held for repair.
- 3.6 The use shall commence as from the moment of requested readiness of MHMF and/or CLDI even if Client delays acceptance of the same or from the time of actual readiness of MHMF and/or CLDI if the Port causes the delay.
- 3.7 The use shall end at the moment of return of MHMF and/or CLDI to their permanent stand (or storage facility) where they are permanently based or as from the moment of its handing over to another client.
- 3.8 If MHMF and CLDI are held overtime through the fault of the Client, the latter shall pay for a supporting port service at a double rate amount for the excessive time of use, but not less than 8 (eight) hours.
- 3.9 If the equipment is sub-leased or ceded to another client without the consent of BMF Port Burgas EAD, the initial Client shall owe the Port the double amount of the price for a supporting port service for the ceded MHMF and CLDI for the period of the cession but not less than 8 (eight) hours.
- 3.10 The time for use of MHMF and CLDI shall be reported per commenced period of 8 (eight) hours, regardless of the actual working time.
- 3.11 The prices and conditions for use of MHMF and CLDI are indicative and subject to additional negotiations according to the specific conditions and needs of the Client.
- 3.12 The Port shall issue an invoice for the payment effected, and the invoice for the advance remittance shall be issued within five days after it is affected.
- 3.13 When a supporting port service of use of MHMF and CLDI is provided for an activity performed outside the limits of the settlement where the Client is normally based, the Client shall make an additional payment to BMF Port Burgas EAD and shall pay the costs of the crew in accordance with the effective Ordinance on Domestic Business Trips.
- 3.14 A supporting port service of use of MHMF shall be paid as follows:

No	ITEM	Rate per unit per hour	Rate per unit per day
1	Electric Portal Crane 16, 20 MT	90,00	1620,00
2	Electric crane – overhead travelling gantry 20 MT	70,00	1260,00
3	Electric Portal Crane 40 MT	140,00	2520,00
4	Mobile Harbour Crane 100 MT	343,00	6175,00
5	Mobile hydraulic crane type Sennebogen L12 -1410	160,00	2880,00
6	Mobile hydraulic crane type Sennebogen LD-1810	250,00	4500,00
7	Container Reach Stacker	160,00	2880,00

8	ICE forklift up to 5 MT	55,00	990,00
9	Telehandler up to 4 MT	85,00	1635,00
10	ICE forklift 5 to 10 MT	85,00	1635,00
11	ICE forklift 10 to 20 MT	95,00	1825,00
12	Bobcat BK 974 skid-steer loader, Caterpillar	70,00	1345,00
13	Volvo L180 high-lift loaders, Komatsu, Hyundai	140,00	2690,00
14	Mounted platform up to 18 m	70,00	1345,00
15	Tractor with trailer up to 65 MT	80,00	1540,00
16	T9810 steel slitting machine	18,00	335,00
17	7 W guillotine cutter	19,00	355,00
18	Poreba TR 135 lathe, 27 kW	34,00	645,00
19	Poreba TR 70B lathe, 14 kW	29,00	550,00
20	Chainsaw Stihl	29,00	550,00
21	Sweeper vehicle	55,00	N/A
22	Vehicle for shaft drain	55,00	N/A
23	Vehicle washing machine	75,00	N/A

3.15 A supporting port service of use of CLDI shall be paid for per hour or per 24 hours as follows:

No	ITEM	Rate per Hour	Rate per 24-hours
1	Metal shell bucket, 5 cu m	5.00	18.00
2	Metal shell bucket, 12.4 cu m	10.00	35.00
3	Metal tray, 5 MT	5.00	18.00
4	Clamshell for bulk cargo	-	75.00
5	Steel rope sling up to dia. 24	4.00	13.00
6	Steel rope sling up to dia. 32	7.00	22.00
7	Steel rope sling up to dia. 53	17.00	57.00
8	Chain sling up to 5 MT	5.00	16.00
9	Chain sling over 5 MT	6.00	19.00
10	Lifting belt up to 8 MT	9.00	28.00
11	Lifting belt up to 12 MT	14.00	45.00
12	Lifting belt over 12 MT	15.00	53.00
13	Lifting shackle up to 8 MT	4.00	10.00
14	Lifting shackle over 8 MT	5.00	16.00
15	Lifting shackle up to 20 MT	5.00	20.00
16	Lifting shackle over 20 MT	10,00	40,00
17	Four slings with hooks from single ring with carrying capacity of up to 5 MT	8.00	29.00
18	Lifting beam up to 10 MT (equipped)	9.00	33.00
19	Lifting beam up to 20 MT (equipped)	13.00	50.00
20	Lifting frame with carrying capacity of up to 32 MT (equipped)	21.00	50.00
21	Lifting beam up to 32 MT (equipped)	28.00	100.00

22	Lifting beam over 32 MT (equipped)	28.00	100.00
23	U-shaped rolls lifting bracket	11.00	38.00
24	Lifting frame for 1 and 1.5 MT big bags	11.00	38.00
25	Manual strapping tool	4.00	14.00
26	Weights per set	100.00	-
27	Lifting frame for up to 2.5 MT big bags	16,00	48,00
28	Hook up to 5,3 t	4,00	10,00
29	Hook over 5,3 t	5,00	13,00
30	Chain slings with a shortening hook up to 10t	12,00	29,00
31	Chain slings with a shortening hook over 10t	22,00	70,00
32	Hoses for loading and unloading of oil	13,00	220,00

Note: The price shall be increased by 20% for all slings with added shackles and hooks.

3.16 In cases when the supporting port service of use of MHMF and CLDI is performed on non-working days (Saturday and Sunday) or on public holidays, the price of the service under 3.13 and 3.14 shall be increased by 50% or by 100%, respectively.

3.17 The delivery and acceptance of the rented MHMF and CLDI shall be affected on the basis of a Memorandum of Acceptance and Delivery signed by the Port and the Client.

4 Marine Technical Services

4.1 The ship, through its agent, shall pay a fee for mooring/unmooring according to the following table:

Mooring & unmooring	Rate
For ships of up to 1,000 GRT	120
1,001 – 2,000 GRT	160
2,001 – 3,000 GRT	190
3,001 – 4,000 GRT	210
4,001 – 5,000 GRT	240
5,001 – 6,000 GRT	270
6,001 – 7,000 GRT	290
7,001 – 8,000 GRT	330
8,001 – 9,000 GRT	350
9,001 – 10,000GRT	390
Over 10,000 GRT per 1,000 GRT or fraction	40
Use of mooring boat	Rate
For ships of up to 9,999 GRT	170
10,000 – 19,999 GRT	190

Over 20,000 GRT	230
Use of boat for providing services	55 per hour*
Use of boat for draft survey	Rate
Total price on complete service on initial and final draft survey	70
Price on Intermediate or single draft survey	40

*Note: The time for use of mooring boat shall be reported per commenced hour from the time of unmooring from shelter berth till the time of mooring to shelter berth after the service has been completed.

- 4.2 A price for mooring and unmooring shall be charged for movement of a vessel along the berth.
- 4.3 A lump-sum fee of EUR 150.00 shall be paid for connecting and disconnecting vessels calling at the Port Terminal Burgas East 2 and the Port Terminal Burgas West to and from the electric power grid of the Port. A fee for the maintenance of the electricity grid of EUR 0.05 per kWh is charged to the reported consumption.
- 4.4 A lump-sum fee of EUR 100.00 shall be paid for electric power supply of companies providing services to vessels or facilities within the perimeter of the Port.
- 4.5 The following prices shall be paid for connecting facilities of Clients which have concluded contracts for the use of offices, storage spaces, warehouses etc. to the power transmission and power distribution networks and for opening of new accounts:

User group	Power supply (kW)	Price	
		For up to 25 m long power line	Per additional meter of power line over 25 m (EUR/m)
1	Up to 6	228	13,30
2	From 7 to 15	356	13,30
3	From 16 to 50	1 185	13,30
4	From 51 to 100	3 007	20,50
5	From 101 to 200	4 910	20,50
6	From 201 to 500	10 922	30,20
7	From 501 to 1,000	21 615	30,20

- 4.6 The Shipper/Client shall pay to the Port compensation equal to EUR 450 per hour for non-provided cargo and/or documents upon entry of a ship for handling at the Port at the request of the Shipper/Client and occupying (taking) the ship place. Compensation shall also be due by the Client if the ship remains at the berth for more than four hours after handling is completed.
- 4.7 Apart from the compensation under paragraph 4.6, the Shipper/Client shall also pay the costs related to the idling of the port facilities, machinery and workforce, i.e. EUR 700,00 per hour.
- 4.8 Upon providing of a stay of a ship (vessel)/floating facility on operative or inoperative berth, a price on a negotiated basis shall be paid, depending on the type and size of the vessel.
- 4.9 Upon provision of a ship place for staying, shelter and maintenance of auxiliary and specialized ships, the prices according to the table below shall apply as follows:

Length (Linear metre)	Day	10 days	1 month	3 months	6 months	1 year
up to 10 m	6.60	33.00	55.00	143.00	247.50	440.00
10 to 12 m	8.80	55.00	110.00	247.50	330.00	605.00
12 to 15 m	9.90	71.50	165.00	368.50	495.00	880.00
15 to 30 m	12.50	88.00	220.00	451.00	660.00	1,155.00

Note: The prices shall be determined for the largest length and the price per sq m shall be determined by multiplying the largest length by the largest width of the vessel for a 24-hour period or fraction (after 00:00 hrs).

- 4.10 EUR 1,20 per MT per kilometer shall be paid for internal port transport of cargoes.
- 4.11 EUR 4.00 per cu m shall be paid for charging the ship with water from the coast. The reported consumption is charged a fee for maintenance of the water distribution network in the amount of EUR 0,05 per each cubic meter.
- 4.12 EUR 3.50 per cub m shall be paid for use by ships of sewers for disposal of domestic sewage.

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- 4.13 EUR 70.00 per 24 hours shall be paid for a supporting port service of use of an inflatable mooring fender.
 - 4.14 EUR 15.00 per hour and per unit shall be paid for an accompanying port service of use hose for hazardous liquid cargo (hose length: 10 m), taking into account the time during which cargo actually passes through the hose.
 - 4.15 Prior to the ship standing-by for berthing, the ship owner, through the agent thereof, or the Client, which has requested the service, shall remit 60% of the estimated amount for the provided services in advance to the account of the Port. The ship owner and/or the Client shall sign a "direct debit order" for the balance of the amounts due, which shall be an integral part of the contract concluded between the Client or the representative of the Client and BMF Port Burgas EAD. The balance of the total amount due shall be paid by the Client/ship owner/agent within 5 days of the invoice issuing date.
 - 4.16 For an auxiliary port service - usage of port infrastructure for ship supply is subject to EUR 50.00 per vehicle, taking into account the number of visits of vehicles actually used for ship supply and other auxiliary services.

5 Stevedoring, Handling, Storage and Other Services - except containers and containers related services

A) GENERAL PROVISIONS

- 5.1 The rates given in this section refer to activities that include the following:
- Stevedoring - loading or unloading to or from vessels;
 - Transportation by a means of transport of the Port;
 - Handling - cargo stowage on the means of transport or in a storage facility of the Port;
 - Servicing of ship's handling devices.
- 5.2 The rates given in this section for stevedoring/handling operations shall be indivisible.
- 5.3 There are generally 3 modes of handling the cargo:
- Direct Mode – cargo is handled according to the scheme “ship – berth/means of land transport” or vice versa;
 - Indirect Mode – cargo is handled according to scheme “ship – berth/warehouse/storage – means of land transport” or vice versa;
 - Transshipment – cargo is handled according to scheme “ship – berth/storage – ship” and is invoiced as double Direct Mode.
- 5.4 The price for a specific stevedoring operation shall be indivisible.
- 5.5 The costs incurred for fire safety, environmental protection and other statutorily regulated costs outside the technologically affirmed ones shall be added to the prices under the foregoing paragraphs.
- 5.6 Upon establishment of deliberate understatement of the cargo weight by the Client, the latter shall pay the prices for the services at triple amount.
- 5.7 Prior to standing-by for berthing, the shipper (receiver) and/or the agent (forwarder) thereof or the Client servicing the cargo shall remit 60% of the estimated amount for the services provided in advance to the account of the Port. The shipper (receiver) and/or the agent (forwarder) thereof or the Client servicing the cargo shall sign a “direct debit order” for the balance of the amounts due, which shall be an integral part of the contract between the said party and/or the representative thereof and BMF Port Burgas EAD. Clients shall pay the balance of the total amount due within 5 days of the invoice issuing date.

B) STEVEDORING AND HANDLING TARIFFS

- 5.8 **General Cargo – prices per freight ton*****

No.	Item	Direct Mode	Indirect Mode
1	Bags, bales, Cases, packs etc. up to 40 kg	14,00	19,80
2	Bags, bales from 41 to 100 kg	11,80	16,50
3	Big bags up to 1000 kg	6,30	8,30
4	Big bags over 1,001 kg	5,90	7,95
5	Slings	6,30	8,10
6	Cellulose (in bales)	10,60	16,90
7	Rolled paper up to 1,000 kg	9,60	14,35
8	Rolled paper over 1,001 kg	7,80	10,50
9	Pallets up to 800 kg	7,70	10,70
10	Pallets over 801 kg	6,95	8,65
11	Cases over 41 kg. to 200 kg	10,25	14,15
12	Cases over 201 kg. – 1,000 kg	9,90	12,80
13	Cases 1,001-5,000 kg	8,15	10,00
14	Cases over 5,001 kg	6,05	8,05
15	Rolled conductors up to 550 kg	6,10	7,80
16	Rolled conductors over 551 kg	5,75	7,45
17	Steel coils up to 5,500 kg	5,90	8,10
18	Steel coils from 5,501 kg to 10,000 kg	5,65	6,50
19	Steel coils over 10,001 kg	5,55	6,15
20	Steel blocks	5,75	6,60
21	Non-ferrous metals: zinc, lead in packs	6,45	8,10
22	Copper cathodes, anodes	6,90	8,10
23	Metal sheets, single pieces up to 6 meters	5,90	7,70
24	Metal sheets, single pieces over 6 meters	5,50	7,90
25	Metals in stacks, bundles up to 8 m, including billets	5,75	7,90
26	Metals in stacks, bundles over 8 m, including billets	5,70	7,95
27	Railway tracks	6,35	10,50
28	Industrial timber, firewood in packs/bulk	7,40	12,50
29	Marble, stone blocks	5,50	6,85
30	Metal and mechanical structures, equipment for construction and infrastructure projects, non-homogeneous lots, reels over 10 001 kg, dismantled or intact machines and trucks, misbalanced cargo units and rtc. as well as heavy lifts up to 40MT	15,00	20,00
31	Reels (cables, strands, etc.) up to 500 kg	9,55	12,65

32	Reels (cables, strands, etc.) from 501 kg to 10 000 kg	7,70	9,80
33	Heavy lifts over 40MT	20,00	24,00

Note: When using a vessel's crane for loading of heavy cargos (in the absence of port MHMF) the prices in row 33 should be payable with 40% discount.

5.9 Bulk and Liquid Cargo – price per freight ton

No.	Item	Direct Mode	Indirect Mode
1	Salt	5,00	6,00
2	Ground oil-cake, import	5,40	6,30
3	Ground oil-cake, export	5,40	6,60
4	Cotton seeds, bran	5,40	8,30
5	Barley, maize	5,40	6,60
6	Wheat, rape seeds	5,40	6,35
7	Sunflower, soya beans	5,40	6,70
8	Concentrates, import	4,50	5,65
9	Concentrates, export	5,30	6,50
10	Clinker, bentonite	4,75	5,55
11	Gravel, slag, lime	4,75	5,60
12	Bulk fertilizers	5,05	6,00
13	Bulk sugar	4,85	5,50
14	Coals	4,50	5,70
15	Iron ore	4,60	5,60
16	Pellets	4,60	5,70
17	Coke	5,05	6,35
18	Scrap (acceptance from a truck)		8,55
19	Scrap (acceptance from a wagon)		9,25
20	Cast iron	5,60	6,25
21	Ferrosilicon	5,60	6,45
22	Sulphur (bulk)	5,30	6,80
23	Cargoes, class 3 of the IMO International Maritime Dangerous Goods Code, ship place 20A, railway tanks/store or railway tanks/ship or vice versa, LAB	6,90*	15,00*
24	Loading of wheat, barley, maize and rapeseed through Silo facility	6,90**	
25	Loading of sunflower and soybean through Silo facility	7,50**	
26	Handling of Liquefied Petroleum Gas (LPG)	26,50	
27	Not mentioned cargos	Upon negotiation	

*When handling volatile liquid cargoes emitting harmful and toxic vapors a 30% increase applies to the rates.

**Prices for handling of grain cargoes through Silo complex are indicative and subject to further negotiation according to the specific conditions and annual volumes.

*****Freight ton** – one ton of cargo of 1000 kg or 1 cubic meter whichever is the greater.

5.10 For loading of grain cargoes from warehouse the Client shall pay EUR 1.00 per ton. Trucks for transportation from warehouse shall be provided by the Customer. Upon request BMF Port Burgas EAD could provide transportation from warehouse to final destination within the territory of the Port as the price should be negotiated further.

Increases on the relevant loading rate.

5.11 In case of unusual working conditions, state and shape of the cargo, the prices mentioned above shall be paid with an increase.

5.12 The actual quantity of the cargo handled in unusual working conditions, as well as the unusual state and shape of the cargo, shall be certified by an Act between the Port and the Client (or the representative/forwarder of the Client). BMF Port Burgas EAD shall have the right to suspend the stevedoring operations if the Client refuses to sign the act.

5.13 Unusual working conditions whereupon a 20% increase to the prices applies shall be as follows:

- a) Upon handling parcels, bundles and single items of a length:
 - 1) greater than or equal to 12.00 m,
 - 2) greater than or equal to the length of the hatch square of the stowage compartments;
- b) In the absence of padding in the means of transport from which they are transferred to the storage facility or loaded directly.
- c) Upon handling cargo with a shifted weight centre resulting in hindering or delay of handling. If the unbalancing may jeopardize safety or damage equipment and assets, the Port shall have the right to refuse handling of a specific cargo unit.

5.14 Unusual working conditions, state and shape of cargo whereupon a 50% increase applies to the prices of the main handling activities shall be as follows:

- a) Reloading dangerous goods in accordance with the classification of IMO;
- b) Sorting out cargoes by articles of the consignment and by consignments when they are mixed;
- c) Unshaped/non-standard cargoes or cargoes in bags and bales;
- d) Cargoes in damaged packaging, rotten or punched packaging, or packaging covered with a corrosive substance or other substances endangering human health, such as acids, chemicals, caustic soda, etc.
- e) Reloading cargoes from means of transport, when the lots are not loaded in their subsequent order or in accordance with the loading documents;
- f) Reloading stuck packed cargoes;
- g) Pipes, metal and other goods with oiled surface and posing a danger upon handling;

- h) Reloading cargos in bags of volumetric weight exceeding 2 cub meter per MT into bales, bundles, packs, tanks, cases, machinery, equipment etc. of volumetric weight exceeding 3 cub meter per MT;
 - i) Handling ships with hatch squares of up to 20 sq m and in bunkers, deep tanks, lockers and other compartments not intended for cargo stowage;
 - j) For pushing, arranging or pulling out cargos stowed in under-deck compartments resulting in natural delay of handling and additional use of manual labour or machines;
 - k) Pulling out bulk cargos from the under-deck compartments outside the standard layer handling;
 - l) Handling two or more bulk cargos in a single ship stowage compartment;
 - m) Unloading bulk cargoes from compartments with pillars, additional facing or the like that hinder mechanical handling from stowage compartments;
 - n) For handling, separate storage of cargoes at more than one size in an discharge list / article / truck for uniform cargo when it is unloaded on a stack.
- 5.15 Unusual working conditions whereupon a 100% increase applies to the prices of the services shall be as follows:
- a) When handling operations take place on the roadstead using ship's handling devices;
 - b) When handling ships with hatches (through which handling is carried out) of less than 12 sq m;
 - c) When handling off-gauge cargos, heavy parcels and unbalanced units with parallel use of two cranes, on the basis of the price quoted in the table. In this case the increases shall not be applied the on items 5.13 (A.1), 5.13 (c) and 5.14 (i).
 - d) Moistened, frozen and/or hardened bulk cargos, melted resins, cargos of a temperature of over 40°C hindering standard handling;
 - e) Upon trimming of bulk cargos;
 - f) Snowed or iced cargos;

Note: When a given cargo lot meets the definition for more than one unusual condition, state or shape of the cargo or other coefficients of increase/reduction of the base price shall apply as well, the amounts actually due shall be calculated by summing up all increases/reductions.

- 5.16 Unusual working conditions whereupon a 300% increase applies to the prices of the services shall be as follows:
- a) Upon loading of double-deck ships with grain or other bulk cargo, when leveling and/or trimming of under-deck compartments by using manual or mechanized labour is required. The increase shall apply to the cargo in all compartments where the above operations are carried out. In this case, the increase under items 5.14(l), 5.14(m) and 5.15(e) shall not apply;
 - b) Upon unloading of bulk cargo from twin-deck ships, the increase being limited to the cargo from the twin decks outside the hatch opening. This part of the cargo shall be handled on the basis of actually used time. In this case the surcharges under items 5.14(l) and 5.14(m) shall not apply;

5.17 Vehicles – prices per unit

No	Item	Rate for loading / discharging of self-propelled units*	Rate for loading / discharging by crane
1	Mopeds and motorcycles	50,00	100,00
2	Motor cars, mini buses	100,00	150,00
3	Mini buses	150,00	200,00
4	Trucks, buses	250,00	300,00
5	Agricultural, industrial and military equipment and machinery	300,00	Art. 5.8, row 33

* Prices are applicable for loading/discharging of self-propelled units. In case of need for use of port mechanization for loading/discharging operations, it will be additionally charged according to Art. 3.13.

Note: For temporary stay of means of transport unattended by a driver within the perimeter of the Port, before loading or discharging to/from a ship, EUR 5.00 per 24 hours shall be paid for motor cars and mini-buses and EUR 8.00 per 24 hours for trucks (including trucks with a trailer). The Port shall not be held liable for any missing items, damages etc. of such means of transport.

C) PRICES OF STORAGE SERVICES

5.18 Storage of cargo and equipment in the port storage facilities (outdoor front* and rear areas or indoor areas) shall be paid for at a price (in euro) as follows:

- a) storage per MT per 24 hours, this service being free of charge upon:
 - storage of transit cargoes in port storage facilities for up to 15 days inclusive;
 - storage of import/export cargoes for up to 5 days inclusive, or
- b) storage per MT per month: for a durable period of storage, or
- c) storage per sq m of occupied space per month: for a durable period of storage.

*It is a storage area within a perimeter of 50 meters from the edge of the quay wall.

5.19 For storage of cargoes and equipment under the terms of 5.18(a) Clients shall pay a price in euro, charged reckoning from the first 24-hour period after the stated free-of-charge period, as follows:

No	Number of 24-hour periods		Rate for storage per MT per 24 hours		
	Transit	Export/import	Indoor	Outdoor	
				Rear Areas	Front Areas
	1 – 15	1 – 5	Free	Free	0.05
1	16 – 30	6 – 15	0.04	0.03	0.19
2	31 – 45	16 – 30	0.15	0.11	0.36
3	46 – 60	31 – 45	0.44	0.21	0.44
4	61 – 90	46 – 60	0.48	0.26	0.73
5	over 90	61 – 90	0.85	0.43	1.21
6		Over 91	1.35	0.71	2.00

5.20 For storage of cargoes and equipment under the terms of 5.18(b), Clients shall pay a price in euro as follows:

- a) EUR 2.25 for each MT per month: for indoor storage space;
- b) EUR 1.70 for each MT per month: for rear outdoor storage space.
- c) EUR 2.80 for each MT per month: for front outdoor storage space.

5.21 For storage of cargoes and equipment under the terms of 5.18(c), Clients shall pay a price in euro as follows:

No	Number of months	Rate for storage per sqm of occupied space per month		
		Indoor	Outdoor	
			Rear Areas	Front Areas
1	Up to 2 (two) months	4.10	2.60	4.40
2	For a 3rd (third) month	8.10	5.00	8.50
3	After a 3rd (third) month	12.10	7.50	12.75

5.22 For storage of grain in silo complex Clients shall pay a price in euro accrued from the first day after the free period as follows:

No	Number of 24-hour periods	Rate for storage per silo cell per 24 hours
	Export	
1	1 – 7	Free
2	8 – 14	200,00
3	Over 15	600,00

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- 5.23 In the cases under 5.20 and 5.21, if after the beginning of the calendar month the quantity of cargoes and, respectively, the occupied space is vacated in part or in whole, the price shall be calculated in proportion to the occupied space/quantity of cargoes for storage per 24-hour period (on a pro rata basis), with the set monthly prices being divided by the number of days in the month.
- 5.24 For the Lozovo Facility, the prices for storage under 5.19, 5.20 or 5.21 shall apply with a 30% reduction.
- 5.25 For the supporting port service of use of space in the West Parking Area for the placement of a sampling point, a price of EUR 2.60 shall be paid per sq m of occupied space per month.
- 5.26 For storage of cargoes in a shed, a price for storage of EUR 3.10 shall be paid per sq m per month.
- 5.27 For storage of grain cargoes in the 49th and 50th warehouse on Port Terminal "Burgas West" the Client shall pay the price of EUR 500.00 per day per warehouse.
- 5.28 For storage of cargoes in a Type A customs warehouse, the Client shall pay an agreed additional price per sqm per month according to the type and volume of the cargo.
- 5.29 The contract for port services shall specify the place where cargoes are stored: in indoor or outdoor storage facilities, within the area of the Port or in the storage facilities outside the area of the Port, and the estimated time limit for their removal as stated by the Client in the request for the conclusion of a contract.
- 5.30 For storage of distrained and/or pledged cargoes at the Port, the Client shall pay additionally EUR 0.30 per MT per month for the period of storage.
- 5.31 Upon handling of cereals in an indoor buffer storage facility and failure on the part of the Client to observe the agreed duration for preliminary storage, the Port shall have the right to increase the price of the storage service.
- 5.32 A Client which has obtained clearance for cargo storage but has subsequently failed to present the cargo within the agreed time limits and/or quantities shall reimburse the Port for the costs incurred in connection with the preparation of the area (compartment) for storage as cleared.
- 5.33 The price for provision of space for other activities, repairs, scrap cutting and other technical purposes other than port services shall be agreed depending on the space, duration of use, influence on the operation of the company, gains foregone etc.
- 5.34 The use /occupation of the space by the cargo and the setting of its size shall reckon with the port technology and the statutory instruments for safe handling and storage of cargoes, for separation between stacks etc.
- 5.35 The storage service shall be reported on the basis of daily or weekly memorandums of ascertainment specifying the size of the space on the day of measurement or on the day of forwarding.

- 5.36 The preferences and discounts agreed shall cease to apply upon delay of the settlement of the obligations on the part of the Client.
- 5.37 In the absence of vacant storage space, the Port may at its discretion send import and/or export cargoes to the storage facilities thereof outside the area of the Port in the following cases:
- a) In the absence of an instruction for forwarding within the time limits set by the Regulations for Port Operation (Order No. PД08-372/13.04.1999 of the Minister of Transport);
 - b) In the event of a failure to provide the necessary wagons or motor vehicles for timely unloading of the import cargo from the ship at the 24-hour standards;
 - c) Where the forwarding/loading of the ships is delayed beyond the estimated periods approved by the Port upon coordination of the cargo;
 - d) For sanitary, phytosanitary or quarantine reasons, as well as if this is an operational necessity in case of a risk of disruption of the normal operation of the Port;
 - e) By agreement between the parties.
- 5.38 At the request of Clients, the Port may make available, where possible, specialized spaces (under customs warehousing arrangements) in the area or in the storage facilities thereof outside the area of the Port (outdoor, indoor) under terms and for periods set in the contract for storage service. The transportation to the storage facility and back shall be paid for additionally under the terms and at the prices for cargo transportation by road.
- 5.39 In case of storage of cargo in such specialized spaces, a price fixed in the contract shall be paid per sq m of space instead of the prices under 5.19, 5.20 or 5.21.
- 5.40 The prices under 5.20 and 5.21 shall be payable upon the forwarding of the cargoes, and the prices for storage in excess of 15 days, as well as the prices for storage calculated per sq m of occupied space per month, shall be payable once every 15 days.

D) OTHER SERVICES

- 5.41 Other services shall be those that are not included in the main handling activities under section B.
- 5.42 Other services shall be paid for separately from the main handling activities at the prices specified in the present section.

No.	ITEM	UNIT	RATE	Note
1	Pressing of scrap in ship's hold or wagon	Hour	85,00	
2	Sweeping of stowage or storage compartments, holds, wagons, etc.	Sqm	0,50	
3	Washing cleaning of stowage or storage compartments, holds, etc.	Sqm	1,00	1
4	Plugging up openings of means of transport before loading with bulk cargo – truck, trailer	Pc	3,10	1
5	Plugging up openings of means of transport before loading with bulk cargo - wagon	Pc	6,30	1
6	Weighing of a road vehicle, other than container truck	Pc	3,00	
7	Weighing of a wagon (full – empty)	Pc	12,00	
8	Weighing of a tank truck (full – empty)	Pc	6,00	
9	Weighing of a railway tank (full – empty)	Pc	12,36	
10	Removal or placing of hatched in stowage compartments	Pc	100,00	
11	Work related to prevention from freezing of cargo – truck, trailer	Man-hour	18,50	1,3,5
12	Work related to prevention from freezing of cargo – wagon	Man-hour	18,50	1,3,5
13	Rent of tarpaulin or oilskin per 24 hours	Pc	100,00	
14	Covering of wagons with a protective net and its durable and appropriate fixing approved by the Bulgarian State Railways (BDZ) authorities	Pc	38,00	1
15	Leveling of bulk cargo in wagon on scales	Pc	5,00	
16	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on truck	Man-hour	18,50	1,3,5
17	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on wagon	Man-hour	18,50	1,3,5
18	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on cargo storage, or ship hold and lighter	Sqm	0,50	1
19	Helper	Man-hour	18,50	6,7
20	Specialized labor	Man-hour	25,50	6,7
21	Forman, Operator of special or supervised machinery and equipment (Crane / Telehandler / Reach Stacker etc.)	Man-hour	50,00	6,7
22	Repair worker (fitter, welder, etc.)	Man-hour	Upon negotiation	3
23	Idle time of worker in a gang	Man-hour	12,50	3, 4
24	Idle time of machinery, equipment	Hour	As per 3.13 and/or 3.14	4

25	Transit through BMF Port Burgas territory per wagon	Pc	7,00	
26	Transit through BMF Port Burgas territory per truck and/or trailer	Pc	4,00	
27	Transit through BMF Port Burgas territory per heavy equipment over 18 tons	Pc	20,00	
28	Fitting / unfitting the entry / exit equipment	Pc	100,00	
29	Removal of dust, washing, ordinary operations for cleaning of general cargoes.	Man-hour	18,50	3,5
30	Package repair of general cargoes, removal of insufficient damages, caused during transportation or storage, placement and removal of safety covering upon transportation	Man-hour	18,50	3,5
31	Removal of damaged, dirty or contaminated components	Man-hour	18,50	3,5
32	Cleaning of atmospheric rust	Man-hour	18,50	1,3,5
33	Mixing of goods of the same type, but with different quality, in order to obtain a constant quality or quality in accordance with the customer's requirements, without altering the type of goods		As per art. 5.48, T.10	
34	Sorting and/or cutting by size of goods	Man-hour	18,50	3,5
35	Packing, unpacking, repacking, decanting and ordinary transfer into bins of cargoes	Man-hour	18,50	3,5
36	Placement, removal and altering of stamps, signs, labels, price tags or other similar distinguish signs.	Man-hour	18,50	3,5
37	Testing, tuning, adjusting and making exploitation-ready of machines, devices and equipment	Man-hour	18,50	3,5
38	Covering and uncovering of stacks with general cargoes of height up to 1,5 m	Man-hour	18,50	3,5
39	Covering and uncovering of stacks with general cargoes of height above 1,5 m		Upon negotiation	
40	Any routine operations and related activities, different from the above mentioned, which improve the appearance or commercial quality of the stored goods or any activities for preparing the product for market realization provided that these operations do not change or improve the cargo's nature and characteristics	Man-hour	18,50	3,5
	LASHING/ UNLASHING			
41	Lashing of ferrous and non-ferrous metals in stacks or bundles	Ton	2,00	1
42	Lashing of equipment and other packed cargoes	Ton	8,50	1
43	Unlashing of cargo	Ton	50% from the lashing price	
44	Mounting or dismantling of separations in ships	Man-hour	18,50	

Notes:

1. Materials not included and to be paid separately by Client
2. Only for first and last movement
3. Method of billing to be understood per commenced hour.
4. Idle time of more than 15min confirmed by an Act
5. Depending on the technology of implementation of the activity, upon using port mechanization, additional charge for the used equipment shall be applied in accordance with Art. 3.13
6. Method of billing to be understood per commenced shift of 8 (eight) hours, regardless of the actual working time.

7. The use of labor is based on a written request submitted within the following deadlines:

- At least 48 hours before the time of commencement of the service for labour hire for a period up to 48 hours;
- At least 72 hours before the time of commencement of the service for labour hire for a period from 48 hours to 1 week;
- at least 7 days before the time of commencement of the service for labour hire for a period from 1 to 2 weeks;
- At least 14 days before the time of commencement of the service for labour hire for a period from 2 weeks to 1 month;

A longer period for labor hire should be agreed in advance with the Port's operational department.

Failure to comply with the above mentioned deadlines for requests submission the Port has the right to refuse provision of labor or apply the fee increase of minimum 100%.

5.43 All additional services not mentioned in the present Terms and Tariffs are subject to further negotiations with BMF Port Burgas EAD.

5.44 Cargo hydration (mixing ores and concentrates with hydrate lime in bags) for the purpose of lowering its humidity shall be paid for depending on the participating workers per man-hour and rent for the equipment under the respective section of the present T&T.

Note: The costs of anti-frost and hydration agents shall be borne by the Client.

5.45 Upon request for lashing (including padding) by using special materials in terms of type and size that are not on stock in the Port, the Client shall make the order well in advance of the operation. For materials ordered in this manner but later declined, the Client shall pay to the Port at prices equal to 50% of the price at which they have been purchased.

5.46 Technical and other services

No.	Type of service	Unit	Rate
1	Use of offices* (base) or according to expert appraisal per month	Sqm	5.90
2	Installation of one telephone line – lump sum	Pc	25.00
3	Installation of a coffee vending machine per month	Sqm	38,35

* Note: The costs incurred by the Port in servicing used offices for electricity, water, telephone, cable and other services shall be paid at the effective prices for these services with a 20% increase for overhead expenses.

5.47 Fees for use of the West paid parking area

No.	Type of vehicle	Fee per unit	
		per 24 hours	per month
1	Motor cars and light duty trucks	3.60	30,68
2	Heavy duty trucks and buses	5.13	41,00
3	Heavy duty trucks transporting animals and using potable water	9.22	
4	Clients who have paid a monthly fee for a truck, a fee for a motor car		17.90

E) SURCHARGES

5.48 The Port will add following surcharges upon occurrence of the following conditions:

No.	DESCRIPTION	Surcharge on the basic rate of the service in %
1	Cost incurred for Fire Protection, Environment Protection, etc.	20
2	Lashing/ unlashng upon Client's instruction and considered by the Port as non standard	50
3	Lashing/ unlashng of non-standard cargos and consolidated cargo units	50
4	Placing of cargo on pallets or slings	20
5	Placing of covers and lashing straps during stevedoring	50
6	Services on non-working days	50
7	Services on public holidays	100
8	Work in overtime	50
9	Work with cargo containing explosives	100
No.	DESCRIPTION	Percent of the basic loading rate
10	Stack to stack movement, including for the purpose of reducing humidity bulk cargo, as percent of Direct Mode activity for the respective cargo	70

- 5.49 Upon occurrence of unusual working conditions, hindering the established cargo handling works to an extent affecting significantly the price of the service and the execution time, BMF Port Burgas EAD has the right to apply a surcharge/s of minimum 100% on the basic loading/discharging rate.

6 Terms and obligations related to payments for services, stay and bonuses for early handling

- 6.1 The services under the present Terms and Tariffs shall be paid for to the Port by its Clients or the forwarders (agents) thereof wherewith a contract has been concluded or another written agreement has been reached. Upon the signing of a contract, the Client shall present a Uniform Identification Code.
- 6.2 Where the Client has assigned to the Port to forward import cargoes by railway transport, the Port shall pay to the servicing marshaling company on behalf of and for the account of the Client all fees due under the tariffs of the marshaling company that have been charged in the railway bills of lading (shunting, weighing, stay of wagons, washing and the like), unless the Client settles these payments directly with the marshaling company.
- 6.3 Payments between the Port and the Clients thereof shall be effected in accordance with the effective legislation of the Republic of Bulgaria. If the Port and the Clients thereof have not signed separate agreements related to the terms of payment for the port services provided, the Clients (the forwarders or agents thereof) shall be obligated to settle the payments under the invoices handed/sent thereto within five days of the invoice issuing date, except under the invoices on advance payments.
- 6.4 The Port shall require from the Clients thereof advance payment for the services provided by the Port in the cases where this has been agreed or is expressly provided for in the present Terms and Tariffs.
- 6.5 In such case, the Port and the Client shall agree in advance on one of the following forms of such payment:
- a) Direct remittance to a bank account of the Port;
 - b) Letter of credit;
 - c) Cash payment: applicable to smaller amounts;
 - d) Direct debit order.
- 6.6 Depending on the type of services and the mode of work, the amount of the advance payments shall be as follows:
- a) For cargo handling – import/export:
 - 1) Direct mode: for import and export cargoes
 - a. 100% of the amount at the price for loading/unloading, direct mode column in the tariff tables;
 - b. around 100% of the amounts due under the tariffs of the servicing shunting company (rail freight, wagon shunting, delays, etc.);
 - 2) Indirect mode, for import cargoes: around 90% of the amount under the indirect mode column in the price tables;
 - 3) Indirect mode for export cargoes;

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- a. 100% of the amount under the indirect mode column in the tariff tables in case of small lots or ones with a short period of concentration;
 - b. in case of larger lots with a long period of concentration: on a negotiated basis but not less than 50%.
- b) Upon forwarding of import/export cargoes from a storage facility:
- 1) 100% of the amounts due under the tariffs of the servicing shunting company (wagon shunting, rail freight, delays, etc.);
 - 2) The outstanding balance of the price under the indirect mode;
 - a. Unloading of ships and means of land transport: 50% of the price under the indirect mode for the respective group of cargo;
 - b. Loading of ships or means of land transport: the 50% balance of the price under the indirect mode, by cargo group.
- 6.7. The difference between the advance remittance and the amount actually due shall be paid by the Client (the forwarder thereof) after the final unloading (loading) of the lots unless otherwise agreed in advance. The Port and the Client (the forwarder thereof) shall level off the due amounts after the signing on the part of the Client or the forwarding of a direct debit order which will be an integral part of the contract for the provision of services.
- 6.8. For services provided for the acceptance and unloading of cargoes from vessels and means of land transport, the Port shall issue invoices in accordance with the present Terms and Tariffs and shall submit the said invoiced to the Clients after completion of the unloading of the means of transport.
- 6.9. The Port shall issue invoices for the costs of delivery and forwarding of the cargoes in accordance with the present Terms and Tariffs and shall submit the said invoices to the Clients within five business days of the forwarding of the goods.
- 6.10. The cost of the storage service for storage of cargoes per MT/24-hour period or sq m/month shall be paid for not later than the date whereon the Port receives an order for loading or, respectively, an order for forwarding. When storage continues for more than 15 calendar days, the cost of the storage service shall be due once every 15 days, with the Client signing optionally a direct debit order in favor of the Port.
- 6.11. The prices per MT of cargo as set by the present Terms and Tariffs shall apply to the actual gross weight of the cargo as specified in the manifest, respectively, in the bill of lading or ascertained by the Port.
- 6.12. The weight of the packing and the means for lashing or safeguarding the cargoes from atmospheric influence shall be included in the gross weight of the cargo.
- 6.13. For services not mentioned in the present Terms and Tariffs or requiring the availability of additional specific conditions for the provision thereof, the Clients shall pay prices corresponding to the prices for the nearest service under the present Terms and Prices, unless the Port and the Clients have agreed in advance on a specific price.

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- 6.14. In case the Port and the Clients thereof have not signed any other special agreements related to the terms of payment for the port services provided, the Clients (the forwarders, agents thereof) shall be obligated to settle the payments under the invoices handed (sent) according to the present Terms and Tariffs.
- 6.15. Advance funds transfers shall be remitted to a bank account of the Port not later than two days before the actual provision of a specific service. Unless the present Terms and Tariffs expressly provide otherwise, the Client shall pay in advance 60% of the cost of the service and shall sign a direct debit order which shall be an integral part of the contract between the Port and a Client and/or the representative thereof (forwarder, agent or another authorized natural and/or legal person) for the balance.
- 6.16. In case of a delay of payments (beyond the time limits provided for in the present Terms and Tariffs), the Client shall owe the Port compensation at the rate of legal interest.
- 6.17. Upon a delay of payments on the part of the Clients, depending on the type of service for which payment is due, the Port shall have the right:
- a) To suspend the acceptance of new quantities of cargo;
 - b) To suspend the handling of a ship;
 - c) To suspend the forwarding of cargoes.
- 6.18. In order to suspend the provision of a specific port service (within the meaning of the foregoing paragraph), the Port shall send a written notification to the defaulting Client stating the reasons for the suspension.
- 6.19. The Port shall have the right to require special collaterals for the payment of prices due for port services at its discretion, where necessary, such as the deposit of a money guarantee, the institution of a bank guarantee, a pledge, etc. or the issuing of a promissory note.
- 6.20. In case of a failure to settle the accounts for the handling of a ship and its stay on berth, the Port shall have the right, in accordance with the Merchant Shipping Code, to request the detention of a specified ship.
- 6.21. If the Client challenges an invoice for the services provided by the Port, the Client shall be obligated to pay forthwith the full amount under the invoice and then claim the disputed part of the amount in writing according to the due procedure.

7 Miscellaneous

- 7.1 The generally applicable regulations, and in particular provisions of the national and international law, Port Rules and Customs shall apply to all and any issues not regulated in these Terms and Tariffs otherwise.
- 7.2 The Port reserves the right to be the sole interpreter of rules and provisions contained in these T&T.
- 7.3. Integral part form the present T&T are Addendum 1A relating to general condition for provision of port services for handling and storage of containers and Addendum 1B for tariff applied to port services for handling and storage of containers.
- 7.4. In case of contradiction between the Bulgarian and English version of the present T&T, the Bulgarian version shall prevail.