



BMF Port Burgas

Terms and Tariffs

In force from 15.08.2024



Member of CISO Federation



MULTIFUNCTIONAL PORT TERMINAL

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

ADDENDUM № 1B TO TERMS AND PRICES OF THE SERVICES OF BMF PORT BURGAS AD 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 AD 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 AD (BMFPB), hereinafter referred to as “T&T”, regulate the procedures, terms and prices for the services provided by the port operator, BMF Port Burgas AD, 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 AD, 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 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 For the sake of clarity, the term "ton" in the current "Terms and Prices" means "freight ton". Freight Tone – one tone of cargo of 1000 kg or 1 cubic meter whichever is the greater.
- 1.1.9 When prices are translated from euro into lev equivalent, they shall be rounded up to the second decimal place.
- 1.1.10 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 AD.
- 1.1.11 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.
- 1.1.12 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.
- 1.1.13 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.
- 1.1.14 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.

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- 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.
- 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, lashing the cargo 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 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 /including but not limited to unresolved formalities, non-arrival, malfunctioning or unsuitable means of transport/. 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 AD for the following transportation and forwarding services:

No.	ITEM	Unit	Rate
1	Issuing and filling of a waybill*	Set	5.00
*Upon provision of a waybill by the Client, the price of issuing and filling shall be reduced by 50%.			
2	Issuing of a reporting letter on paper	Letter	15.00
3	Placing a seal other than container	Pc	2.80
4	Placing a clamp	Pc	1.90
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	Arrival advice	Pc	3.00
7	Replacement of means of transport/rearrangement at Client's request	Set	6.00
8	Issuing a copy of the report on the metrological check by scales	Set	5.00
9	Preparation and maintenance of accountability and collateralization for warehousing of goods under the Customs	month	1.5%

	warehousing procedure, on the basis of the declared customs duties **		
** 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.			
10	Declaration of responsible custody, commitment to execution of goods detention orders, preparation and provision of a copy of documentation to third parties (parties other than the payer of port services) in cases of "Forwarder Cargo Receipt".	shipment	0.3% of the invoice value of the goods

3 Marine Technical Services

3.1 Mooring&unmooring:

Mooring & unmooring		Price
For ships of up to 1,000 GRT		230
1,001 – 2,000 GRT		290
2,001 – 3,000 GRT		335
3,001 – 4,000 GRT		365
4,001 – 5,000 GRT		410
5,001 – 6,000 GRT		455
6,001 – 7,000 GRT		485
7,001 – 8,000 GRT		545
8,001 – 9,000 GRT		575
9,001 – 10,000GRT		635
Over 10,000 GRT per 1,000 GRT or fraction		70
Use of mooring boat		Price
For ships of up to 9,999 GRT		305
10,000 – 19,999 GRT		335
Over 20,000 GRT		395
Use of boat for providing services		90 per hour*
*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.		

3.2. Other services

№	Services	Unit	Price
1	Price on complete service on initial and final draft survey	Total, for both manipulations	130,00
2	Price on Intermediate or single draft survey	manipulation	70,00
3	A price for mooring and unmooring shall be charged for movement of a vessel along the berth	Mooring and unmooring	Art. 3.1.
4	A fee 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	manipulation	150,00
5	A fee for the maintenance of the electricity grid is charged to the reported consumption	kWh	0,05
6	A fee for electric power supply of companies providing services to vessels or facilities within the perimeter of the Port	manipulation	100,00
7	For water supply of vessels from the coast	cubic meter	4,80
8	To the reported water consumption is charged a fee for maintenance of the water distribution network	each cubic meter consumed	1,65
9	Use of mooring fender	24 hours	70,00
10	Use of hoses for hazardous liquid cargo (hose length: 10 m) The time during which a cargo actually passes through the hose is taken into account.	Hose/hour	15,00
11	Use of the port infrastructure for ship supply or any other auxiliary service	each visit to the territory of the port terminals/ vehicle	60,00
12	Provision of transport services / activities in the port terminals by third parties related to the transport of: Metal and mechanical structures, equipment for construction and infrastructure projects, non-homogeneous lots, reels over 2 001 kg, dismantled or intact machines and trucks, misbalanced cargo units, oversized cargoes, as well as heavy lifts up to 40MT , etc., which transport services / activities are not previously coordinated with the port, and their implementation requires the provision of infrastructure security and safety of port activities.	each visit to the territory of the port terminals/ vehicle	80,00

13	Performing disinfection of freight vehicles, imposed in the context of emergency measures, ordered by competent public authorities	each visit to the territory of the port terminals/ vehicle	2,00
14	Internal port transport of cargoes	Ton/km	1,20

3.3. Stay of a ship (vessel)/floating facility at a quay in the Port

No	Berth occupancy	Unit	Price
1	Upon entry of a ship for handling at the Port at the request of the Shipper/Client and occupying (taking) the berth for reasons beyond the Port's control.	hour	560,00
2	In addition to the price under paragraph 3.3.1, the Shipper/Client shall also pay the costs related to the idling of the port facilities, machinery and workforce.		As per paragraph 4.32.21 and 5.14
3	Compensation payable by the Clinet for berth occupancy after completion of ship handling.*	hour	560,00
	*Notes: 1. Ship handling is considered completed after loading/unloading of last cargo to/from a vessel. 2. For preparation of documents, draft survey, border controls, etc. the Port does not charge a fee for berth occupancy until the 4th hour following the completion of the loading and unloading operations .		
4	In case of berth occupancy without performing vessel handling operations and upon prior agreement with the Port.	per meter per hour, calculated on the basis of the maximum length of the vessel as stated in the shipping documents	0,50
5	In case of stay of a vessel / floating facility at the operative berths of the port during handling, for reasons other than those described under item 3.3.1 for a period longer than 12 hours		Upon negotiation

6	In case of prolonged stay* of a ship (vessel)/floating facility at an operational quay in the Port, accepted for a purpose other than cargo handling operations. *A prolonged stay is considered to be a stay longer than 7 days. The possibility of renting out a berth for a prolonged stay depends on the availability of free berths in the desired period and the operational possibility of accepting the vessel for the desired duration.	24 hours	560,00
7	In case of stay of a vessel / floating facility at non-operative berth on the land territory and water area of the Port	Commenced month	1500,00

- 3.4. 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	285	16,60
2	From 7 to 15	445	16,60
3	From 16 to 50	1 480	16,60
4	From 51 to 100	3 760	25,60
5	From 101 to 200	6 140	25,60
6	From 201 to 500	13 652	37,70
7	From 501 to 1,000	27 020	37,70

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

A) GENERAL PROVISIONS

- 4.1 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.
- 4.2 The rates given in this section for stevedoring/handling operations shall be indivisible.
- 4.3 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/storage area – means of land transport” or vice versa;
 - Transshipment – cargo is handled according to scheme “ship – berth – ship” and is invoiced as double Direct Mode.
- 4.4 The price for a specific stevedoring operation shall be indivisible.
- 4.5 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.
- 4.6 Upon establishment of deliberate understatement of the cargo weight by the Client, the latter shall pay the prices for the services at triple amount.

B) STEVEDORING AND HANDLING TARIFFS

4.7 General Cargo

No.	Item	Direct Mode	Indirect Mode
1	General cargo from 800 kg to 2000 kg (incl. big bags, slings, pallets, crates)	9,85	13,65
2	General cargo from 2001 kg to 5000 kg	9,45	11,55
3	General cargo from 5001 kg to 10000 kg	8,00	9,65
4	General cargo from 10001 kg to 20000 kg	7,35	9,15
5	General cargo from 20001 kg to 40000 kg	6,85	8,30

6	Railway tracks	10,50	14,70
7	Metal and mechanical structures, equipment for construction and infrastructure projects, non-homogeneous lots, reels over 2 001 kg, dismantled or intact machines and trucks, misbalanced cargo units and rtc. as well as heavy lifts up to 40MT*	19,45	26,05
8	Heavy lifts over 40MT	26,05	31,30
9	OOG and Project cargo	Upon negotiation per case	

Note: *Handling is charged per ton, but not less than EUR 55.50 per unit in the Direct Mode and EUR 74.40 per unit in the Indirect Mode for units part of non- homogeneous lots.

4.8 Bulk and Liquid Cargo

No.	Item	Direct Mode	Indirect Mode
1	Salt	6,20	7,45
2	Concentrates	6,55	8,10
3	Clinker, bentonite, gravel, slag, lime	5,90	6,90
4	Bulk fertilizers	6,20	7,50
5	Coals	5,70	7,10
6	Iron ore	5,55	6,80
7	Pellets	6,25	7,90
8	Coke	6,25	7,90
9	Scrap		14,00
10	Cast iron	7,90	10,95
11	Sulphur (bulk)	6,60	8,45
12	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	8,60*	18,50*
13	Loading of wheat, barley, maize and rapeseed through Silo facility	8,90	
14	Loading of sunflower and soybean through Silo facility	9,70	
15	Handling of Liquefied Petroleum Gas (LPG)	33,50	
16	Not mentioned cargos	Upon negotiation	

4.9. Additional increases/decreases on the applicable handling fee

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

№	Additional increases on the applicable handling fee	Percentage increase / decrease
1	Handling parcels, bundles and single items of a length greater than or equal to 12.00 m	+20%
2	In case of handling parcels, bundles and single items of greater than or equal to the length of the hatch square of the stowage compartments;	+20%
3	In the absence of padding material in the means of transport from which they are transferred to the storage facility or loaded directly	+20%
4	In the absence of lifting equipment facilitating the handling process	+20%
5	When handling volatile liquid cargoes emitting harmful and toxic vapors	+30%
6	Reloading dangerous goods in accordance with the classification of IMO, except goods of Class 1 and Class 2	+50%
7	Sorting out cargos by articles of the consignment and by consignments when they are mixed;	+50%
8	Unshaped/non-standard cargos or cargoes in bags and bales	+50%
9	Cargos 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	+50%
10	Reloading cargos from means of transport, when the lots are not loaded in their subsequent order, not in accordance with the loading documents	+50%
11	Reloading stuck packed cargos	+50%
12	Pipes, metal and other goods with oiled surface and posing a danger upon handling	+50%
13	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	+50%
14	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	+50%
15	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	+50%
16	Pulling out bulk cargos from the under-deck compartments outside the standard layer handling; Изваждане на насипни товари от подпалубните пространства извън обичайната слоева обработка	+50%
17	Handling two or more bulk cargos in a single ship stowage compartment	+50%
18	Unloading bulk cargoes from compartments with pillars, additional facing or the like that hinder mechanical handling from stowage compartments	+50%
19	For handling, separate storage of cargoes at more than one size in one list / article / truck for uniform cargo when it is unloaded on a stack	+50%
20	When handling operations take place on the roadstead using ship's handling devices;	+100%
21	When handling ships with hatches (through which handling is carried out) of less than 12 sq m	+100%

22	When handling cargoes with parallel use of two cranes	+100%
23	Moistened, frozen and/or hardened bulk cargoes, melted resins, cargoes of a temperature of over 40°C hindering standard handling	+100%
24	Upon trimming of bulk cargoes	+100%
25	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.	+300%
26	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	+300%
27	Upon handling of Class 1 and Class 2 goods in accordance with the classification of IMO	+300%
28	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, the Port has the right to apply a surcharge	+ Минимум 100%
29	When using a vessel's crane for loading of heavy cargoes (in the absence of port MHMF) the prices in paragraph 4.7.8 and 4.7.9 should be payable with a discount	-40%

Notes:

1. When a given cargo lot meets the definition for more than one unusual condition, their algebraic sum is calculated and then applied on the basic rate.
2. 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 AD shall have the right to suspend the stevedoring operations if the Client refuses to sign the act.

4.10 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	110,00
2	Motor cars	100,00	165,00
3	Mini buses	150,00	220,00
4	Trucks, buses	250,00	330,00
5	Agricultural, industrial and military equipment and machinery	300,00	Art. 4.7, row 8

* 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. 5.14.

C) PRICES OF STORAGE SERVICES

4.11 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 sq m of occupied space per month: for a durable period of storage.
- c) storage for cereals in the Silo Facility;
- d) storage of wheeled cargoes;

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

4.12 For storage of cargoes and equipment under the terms of 4.11(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	0.06
1	16 – 30	6 – 15	0.06	0.05	0.23
2	31 – 45	16 – 30	0.24	0.18	0.43
3	46 – 60	31 – 45	0.70	0.34	0.53
4	61 – 90	46 – 60	0.77	0.42	0.88
5	over 90	61 – 90	1.36	0.69	1.45
6		Over 91	2.16	1.14	2.40

4.13 For storage of cargoes and equipment under the terms of 4.11(b), Clients shall pay a price in euro as follows:

No	Number of months	Rate for storage per sqm of occupied space per month	
		Outdoor	
		Rear Areas	Front Areas
1	Up to 2 (two) months	3,20	4,40
2	For a 3rd (third) month	6,15	8,50
3	After a 3rd (third) month	9,20	12,75

4.14 For storage of grain in silo complex under the terms of 4.11(c), the Clients shall pay a price in euro accrued from the first day after the free period as follows:

No.	Terms for storage inside silos with average volume 17 870 m ³		Terms for storage inside silos with average volume 5 112 m ³	
	Number of 24-hour periods	Rate for storage per silo cell per 24 hours	Number of 24-hour periods	Rate for storage per silo cell per 24 hours
Export				
1	1 – 7	free	1 – 5	free
2	8 – 14	660,00	6 – 10	330,00
3	15 – 25	1 980,00	11 – 20	660,00
4	26 – 45	3 960,00	21 – 40	1 320,00
5	over 45* *additional fee above that charged for storage in the period 26-45 days, for each commenced day	100,00	over 40* *additional fee above that charged for storage in the period 21-40 days, for each commenced day	50,00

4.15 For storage of wheeled cargoes under the terms of 4.11(d), the Clients shall pay a price in euro accrued from the first day after the free period as follows:

№	Item	Price per unit per 24 hours			
		Up to 24 hours	2 – 10	11 – 20	21 – 90
1	Motorcycles, cars, mini buses	Free	6,00	8,00	10,00
2	Trucks, buses	Free	9,00	11,00	13,00
3	Agricultural, industrial and military equipment and machinery	Free	12,00	15,00	18,00

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- 4.16 In the cases under 4.13, 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.
- 4.17 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.
- 4.18 For storage of distrained and/or pledged cargoes at the Port, the Client shall pay additionally EUR 0.30 per MT per day for the period of storage.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.22 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.
- 4.23 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.
- 4.24 The preferences and discounts agreed shall cease to apply upon delay of the settlement of the obligations on the part of the Client.
- 4.25 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.

4.26 The prices under 4.12, 4.14 and 4.15 shall be payable upon the forwarding of the cargoes or at the end of each calendar month, and the prices for storage under 4.13 calculated per sq. m. of occupied space per month, shall be payable once every 15 days, unless otherwise agreed in writing between the parties.

D) OTHER SERVICES

4.27 Other services shall be those that are not included in the main handling activities under section B.

4.28 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	90,00	
2	Sweeping of stowage or storage compartments, holds, wagons, etc.	Sqm	0,55	
3	Washing cleaning of stowage or storage compartments, holds, etc.	Sqm	1,10	1
4	Plugging up openings of means of transport before loading with bulk cargo – truck, trailer	Pc	3,40	1
5	Plugging up openings of means of transport before loading with bulk cargo - wagon	Pc	6,90	1
6	Weighing of a road vehicle, other than container truck	Pc	3,90	
7	Weighing of a wagon	Pc	12,00	
8	Removal or placing of hatched in stowage compartments	Pc	90,00	
9	Work related to prevention from freezing of cargo – truck, trailer	Man-hour	19,50	1,3,5
10	Work related to prevention from freezing of cargo – wagon	Man-hour	19,50	1,3,5
11	Rent of tarpaulin or oilskin per 24 hours	Pc	100,00	
12	Covering of wagons with a protective net and its durable and appropriate fixing approved by the Bulgarian State Railways (BDZ) authorities	Pc	42,00	1
13	Leveling of bulk cargo in wagon on scales	Pc	9,00	
14	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on truck	Man-hour	19,50	1,3,5
15	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on wagon	Man-hour	19,50	1,3,5

16	Covering, uncovering with oilskins, tarpaulins, etc., adding lime on cargo storage, or ship hold and lighter	Sqm	0,60	1
17	Helper	Man-hour	19,50	6,7
18	Specialized labor	Man-hour	27,00	6,7
19	Forman, Operator of special or supervised machinery and equipment (Crane / Telehandler / Reach Stacker etc.)	Man-hour	55,00	6,7
20	Repair worker (fitter, welder, etc.)	Man-hour	Upon negotiation	3
21	Idle time of worker in a gang	Man-hour	13,75	3, 4
22	Idle time of machinery, equipment	Hour	As per Art. 5.14	4
23	Transit through BMF Port Burgas territory per wagon	Pc	7,00	
24	Transit through BMF Port Burgas territory per truck and/or trailer	Pc	4,00	
25	Transit through BMF Port Burgas territory per heavy equipment over 18 tons	Pc	20,00	
26	Fitting / unfitting the entry / exit equipment	Pc	100,00	
27	Removal of dust, washing, ordinary operations for cleaning of general cargoes.	Man-hour	19,50	3,5
28	Package repair of general cargoes, removal of insufficient damages, caused during transportation or storage, placement and removal of safety covering upon transportation	Man-hour	19,50	3,5
29	Removal of damaged, dirty or contaminated components	Man-hour	19,50	3,5
30	Cleaning of atmospheric rust	Man-hour	19,50	1,3,5
31	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. 4.49, p.10	
32	Sorting and/or cutting by size of goods	Man-hour	19,50	3,5
33	Packing, unpacking, repacking, decanting and ordinary transfer into bins of cargoes	Man-hour	19,50	3,5
34	Placement, removal and altering of stamps, signs, labels, price tags or other similar distinguish signs.	Man-hour	19,50	3,5
35	Testing, tuning, adjusting and making exploitation-ready of machines, devices and equipment	Man-hour	19,50	3,5
36	Covering and uncovering of stacks with general cargoes of height up to 1,5 m	Man-hour	19,50	3,5
37	Covering and uncovering of stacks with general cargoes of height above 1,5 m		Upon negotiation	
38	Any routine operations and related activities, different from the above mentioned, which improve the appearance or commercial	Man-hour	19,50	3,5

	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			
	LASHING/ UNLASHING			
39	Lashing of ferrous and non-ferrous metals in stacks or bundles	Ton	2,00	1
40	Lashing of other standard general cargoes	Ton	9,00	1
41	Lashing/unlashing of oversized cargo units		Upon negotiation per case	
42	Unlashing of cargo	Ton	50% from the lashing price	
43	Mounting or dismantling of separations in ships	Man-hour	19,50	

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. 5.14.
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%.

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

4.30 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.

4.31 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.

4.32 Technical and other services

No.	Type of service	Unit	Rate per month
1	Use of offices (base) or according to expert appraisal per month	Sqm	9.00*

* Note: The price does not include consumption of electricity, water, etc.

4.33 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, Heavy duty trucks and buses	6,00	100,00
	In case of irregular stay*	per 24 hours	
1	Motor cars and light duty trucks	25.00	
2	Heavy duty trucks and buses	40.00	

*Stay, without having a request for manipulation in the Port.

4.34 Tracks rental rate

No.	Type of vehicle	Fee per unit
		per 24 hours
1	Wagon	40.00*

*Remarks:

- After completion of the loading / unloading of a wagon in the respective port terminal and shunting of the wagon from the working track, the wagon should be moved outside the territory of BMF Port Burgas within 24 (twenty-four) hours after its

removal from working track. During this period the price under the respective item shall not be charged.

The same conditions shall be applied for a block train, as the free period begins to run from the removal of the block train from the working track.

- Price for occupying a port track from wagons awaiting handling as follows:
 - a) for vessel handling - up to 24 (twenty-four) hours before acceptance of a vessel for handling in the Port
 - b) for stack handling - up to 12 (twelve) hours before the agreed start of handling in the Port

The same conditions shall be applied to block trains.

- For wagons which are not intended for handling in the Port, the free period of stay is 4 (four) hours from their arrival on tracks on the territory of BMF Port Burgas.
- The prices are per commenced 24-hour period.

E) SURCHARGES

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

- 5.1 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 AD.
- 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 If the equipment is sub-leased or ceded to another client without the consent of BMF Port Burgas AD, 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.
- 5.10 The time for use of MHMF and CLDI shall be reported per commenced period of 8 (eight) hours, regardless of the actual working time.
- 5.11 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.
- 5.12 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.
- 5.13 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 AD and shall pay the costs of the crew in accordance with the effective Ordinance on Domestic Business Trips.
- 5.14 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	100,00	1782,00
2	Electric crane – overhead travelling gantry 20 MT	80,00	1386,00
3	Electric Portal Crane 40 MT	154,00	2772,00
4	Mobile Harbour Crane 100 MT	370,00	6790,00
5	Mobile hydraulic crane type Sennebogen L12 -1410	176,00	3168,00
6	Mobile hydraulic crane type Sennebogen LD-1810	275,00	4900,00
7	Container Reach Stacker	176,00	3168,00
8	ICE forklift up to 5 MT	60,00	1089,00
9	Telehandler up to 4 MT	95,00	1750,00
10	ICE forklift 5 to 8 MT	95,00	1750,00
11	ICE forklift 8 to 16 MT	105,00	2005,00

12	ICE forklift up to 33 MT	135,00	2535,00
13	Front loaders up to 1,5 tons	77,00	1480,00
14	Front loaders up to 2,5 tons	120,00	2320,00
15	Front loaders up to 18 tons	154,00	2960,00
16	Mounted platform up to 18 m	77,00	1480,00
17	Mounted platform up to 24 m	88,00	1694,00
18	Tractor with trailer up to 65 MT	88,00	1694,00
19	T9810 steel slitting machine	20,00	369,00
20	7 W guillotine cutter	21,00	390,00
21	Poreba TR 135 lathe, 27 kW	38,00	710,00
22	Poreba TR 70B lathe, 14 kW	32,00	605,00
23	Chainsaw Stihl	32,00	605,00
24	Sweeper vehicle	60,00	N/A
25	Vehicle for shaft drain	60,00	N/A
26	Vehicle washing machine	83,00	N/A

5.15 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	10.00	35.00
2	Metal tray, 5 MT	5.00	18.00
3	Clamshell for bulk cargo	-	75.00
4	Steel rope slings, chain slings, lifting belts	17.00	57.00
5	Lifting shackle	10,00	40,00
6	Lifting beam (equipped)	28.00	100.00

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

5.16 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 5.14 shall be increased by 50% or by 100%, respectively.

5.17 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.

6 Tariffs for entry to the Port area

6.1. The procedure for entry to the territory of the Port is duly regulated in the "Rules for organization and management of access control regime and internal order at Port BMF Port

Burgas", published in the "Internal rules - Access to the terminals and Instructions" section of the Port's website: <http://navbul-portburgas.com/> .

6.2. Prices for issuing and activating access passes to the territory of the Port

6.2.1. Passes /magnetic cards/ for motor vehicles and pedestrian access

Validity	Pedestrian access		Motor vehicles incl. pedestrian access	
	Issuance of new magnetic card Unit rate	Activation of a magnetic card Unit rate	Issuance of new magnetic card Unit rate	Activation of a magnetic card Unit rate
Single access	6,00	4,00	12,00	10,00
10 days	15,00	13,00	29,00	27,00
1 month	20,00	18,00	77,00	75,00
6 months	80,00	78,00	308,00	306,00
1 year	110,00	108,00	490,00	488,00

6.2.2. Other prices

No.	ITEM	UNIT RATE
Issuing passes for freight vehicles		
1	Issuing a pass /magnetic card/ for a freight vehicle subject to inspection - X-ray - Territorial Directorate Burgas Customs *	10,23
2	Issuing a pass /magnetic card/ for a freight vehicle subject to inspection by an official health control from the Border Control Department at the Bulgarian Food Safety Agency *	10,23
Issuing passes/magnetic cards of physical persons, representatives and employees of the companies, carrying out its activities on the territory of "BMF PORT BURGAS" AD		
3	Cost of the magnetic card /the plastic itself/ , included in the price of issuing a new pass	2,05
4	Sticker replacement	1,02
Reactivate a disabled pass per reactivation sequence		

5	First reactivation	25,56
6	Second reactivation	51,13

* Information is demanded via e-mail.

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

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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;
 - 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.
- 7.7 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 forwarded of a direct debit order which will be an integral part of the contract for the provision of services.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.

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- 7.12 The weight of the packing and the means for lashing or safeguarding the cargos from atmospheric influence shall be included in the gross weight of the cargo.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 The port may cancel/terminate the provision of port services at his own discretion, without any notice and indemnification, to any individual and/or entities subject to any economic, trade, diplomatic or other type of statutory sanctions.
- 7.20 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.

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- 7.21 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.
- 7.22 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.

8 Miscellaneous

- 8.1 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.
- 8.2 The Port reserves the right to be the sole interpreter of rules and provisions contained in these T&T.
- 8.3. 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.
- 8.4. In case of contradiction between the Bulgarian and English version of the present T&T, the Bulgarian version shall prevail.