# TERMS, CONDITIONS and PRICES FOR SERVICES,

## Provided by PORT OF VARNA EAD

Effective 02.01.2025 until 31.12.2025

#### **TABLE OF CONTENTS**

Section I	General Terms and Conditions	. 02
Section II	Types of Services and Charges	. 03
Section III	Abnormal Working Conditions and State of Cargo	. 04
Section IV	Other Terms and Conditions for Charging	. 06
Section V	Obligations for Payment of Charges	. 07
Section VI	Final Provisions	. 08
Table 1	Main Handling Services to Bulk Goods, Liquid Bulks and General Cargo	. 09
Table 2	Storage Services	. 14
Table 3	Other Port and Ancillary Services	18
Table 4	Hiring of Port Plant and Equipment	. 24
Table 5	Services to Sports and Tourist Boats visiting Port of Varna	. 25
Table 6	Hiring of Port's Gear	. 27
Table 7	Issuing of Permits for Access to Port Terminals	. 29
Appendix 1	Making and Settling of Claims	. 31
Contact Detai	Is PORT OF VARNA EAD	. 32

#### **ADDENDUM CT HANDLING OF CONTAINERS**

#### I. GENERAL TERMS AND CONDITIONS

#### **Article 1**

(1) These "Terms & Conditions and Charges for Services provided by Port of Varna EAD" (as a port for public transport) shall regulate rendering of services and payment thereof by shippers, ship owners and other Customers related to cargo handling from/to vessels and inland transport units, as well as other supporting activities, in accordance with the Law on Maritime Spaces, Inland Waterways and Ports of the Republic of Bulgaria.

- (2) The port services and corresponding charges shall apply for port terminals and the Storage Base under the jurisdiction of Port of Varna EAD, and depending on their nature, these are divided into:
  - 1. Stevedoring, transport, storage and additional services
  - 2. Services to vessels and other users of electric power, water, telephone communications, etc.
  - 3. Services provided to sports & pleasure boats
  - 4. Other activities.

#### **Article 2**

Charges for services provided by Port of Varna EAD shall be paid either in EUR or in BGN equivalence calculated at the EUR exchange rate of Bulgarian National Bank valid on the day of service rendering.

#### **Article 3**

Charges for port services are quoted in EURO (EUR) and these do not include VAT. VAT will be charged in addition, in accordance with the applicable Law on Value Added Tax and the Rules for Enforcement of the Law on VAT.

#### **Article 4**

The charges of TERMS & CONDITIONS AND CHARGES FOR SERVICES PROVIDED BY PORT OF VARNA EAD /Main tariff/ shall be paid:

- a) per ton or part thereof of the gross weight of cargo (where charge per ton is applied)
- b) per time period (hour, day, month or part thereof, or other measurement unit)
- c) per man-hour or part thereof (where charge per man-hour is applied)
- d) per machine-hour or part thereof (where charge per machine-hour is applied)
- e) per metre per hour, per day, per month

#### **Article 5**

- (1) Payment settlements between the Port and the Customers shall be made in accordance with the enforceable law by means of either:
  - 1. Direct bank transfer to the Port's bank account, or
  - 2. In cash, for small amounts paid by non-contract customers.
- (2) Customers (their respective forwarders or agents) shall be responsible for making payments as per invoices for port services submitted to them within seven days of the invoicing date, unless otherwise agreed in writing.
- (3) When payment is delayed, the Port will charge the Customer in debt the lawful interest on the outstanding amount for the overdue period.

#### **Article 6**

- (1) These Terms & Conditions and Charges for Services provided by Port of Varna EAD are formed on the basis of approved pricing methodology.
- (2) The charges and conditions under Para 1 can be changed subject to agreements with the Customers.
- (3) The Executive Director of Port of Varna EAD shall appoint a special Trade Policy Commission (TPC) which shall review the Customer's information about cargo traffic, planned and implemented volumes, the regularity of payments and the actual market conditions, and on certain conditions shall propose to the Executive Director specific terms, conditions and charges.

3

(4) In case of change in circumstances affecting the cost of service, the Port shall have the right to change and/or make additions to these "Terms, Conditions and Charges". This shall apply also in case that the information submitted by the Customer about the handled cargo is incomplete, untrue or inconsistent with cargo's real qualities, properties, size, etc. or when such data differs from the data required for the usually applied technology of handling or storage.

- (5) Any port services unmentioned in these "Terms, Conditions and Charges", including services to goods with specific properties, size and condition affecting the cost of service and/or technology of handling, shall be charged as per agreement.
- (6) On definite conditions, the Port can offer a lumpsum charge for all or part of the expected operations and/or storage of certain cargo.

#### **II. TYPES OF SERVICES AND CHARGES**

#### **Article 7**

Port services as per article 116(1) from Maritime Space, Inland Waterways and Ports of the Republic of Bulgaria Act:

- 1) Port services as per article 116(2), item 2 from Maritime Space, Inland Waterways and Ports of the Republic of Bulgaria Act are described in:
  - Table 1 Stevedoring services during cargo handling /Main Handling Service /;
  - Table 2 Port services during Storage Services;
  - Table 3 Section I and Section II /another port services like sorting, repacking of different types of cargoes, intra-port (terminal) transportation of cargoes, usage of electric power and water acc. supply of port services/;
  - Table 3 Section III Document issuance during cargo processing and other services;
  - Table 4 Hiring of Port plant;
  - Table 6 Hiring of Port's Gear;
  - Table 7 Issuing of Permits for Access to Port Terminals;
  - Table CT Addendum CT
- 2) Technical marine services as per article 116(2), item 1 from Maritime Space, Inland Waterways and Ports of the Republic of Bulgaria Act:
  - Table 3 Section IV Supply of electric power, water, telephone communications and other port services of vessels in international voyage (except other port services);
  - Table 3 Section V Port service for mooring operations;
  - Table 3 Section V (A) Berth facilities fee usage /BFFU/;
  - Table 3 Section IV and Section V Provision of a berth of vessels (for accommodation, shelter, purposes of ship supply and crew change);
  - Table 5 Services to Sports & Pleasure Boats (except Section III).
- 3) Passenger services as per article 116(2), point 3 from Maritime Space, Inland Waterways and Ports of the Republic of Bulgaria Act:
  - Table 3 Section IV Other Port Services, item 35 and item 36;
- 4) Ancillary services as per article 116(a) from Maritime Space, Inland Waterways and Ports of the Republic of Bulgaria Act:
  - Table 3 Section IV Other Port Services, item 37 Posting advertisements in locations on the territory of Port of Varna EAD by advertisers;

4

Table 3 - Section IV Supply of electric power, water, items 27.1, 27.3, 27.4 (b), 27.5,27.6, 28.2, 28.3 (b), except of cabotage vessels;

Table 5 - Section III Other Port Services, item 1.1 and item 3.1;

Revenues from non-port activities for leased areas under State Property Act.

#### **Article 8**

- (1) Main stevedoring services and corresponding charges shall include:
  - Organization of all arrangements as necessary for commencement and completion of cargo operations
  - 2. Loading/unloading cargo to/from vessel/vehicle (including to/from specialized technologic installation)
  - 3. Cargo transfer to/from the port storage facility or loading onto the transport means
  - 4. Cargo stowage on the transport means or in the port storage facility (open/closed/shelter)
  - 5. Receiving, delivery, shipment and recording of handled cargo consignments going via the Port, and processing of relevant documents.
- (2) Charges for the main handling services are divided into:
  - 1. Charges for direct handling (without storage of goods in a Port's storage facility) of bulk, liquid bulk or general (unitized) goods
  - 2. Charges for indirect handling via port storage facility of bulk and general (unitized) goods
  - 3. Charges for container handling, depending on the transport pattern and state of container (full/empty).
- (3) Charges for the main handling services do not include the additional surcharges or discounts as described in Article 11 below and also in Section IV, Table 1 and Section II, ADDENDUM CT
- (4) For goods not going over berth of Port of Varna EAD, the respective charges for main handling services shall apply as per Table 1 and ADDENDUM CT, depending on the handling option.
- (5) In case that general cargo or bulk goods are handled as per "ship-berth/storage-ship" option, the charges for main handling operations for direct handling shall be levied twice.
- (6) Charges for main handling services will be levied:
  - 1. per ton or part thereof, based on the gross tonnage (in metric tons) as stated in the B/L of cargo carried by sea/rail/road
  - 2. per one container, full pallet or self-propelled vehicle (cargo unit).
- (7) The gross tonnage of cargo includes: the weight of packing, indicated container tare, weight of pallets (Euro type/Industrial) or box-pallets, as well as the weight of dunnage and weather protection materials.
- (8) Charges for main handling services will be levied as follows:
  - 1. For goods going in land-sea direction: on the date of completion of loading onto a vessel
  - 2. For goods going in sea-land direction: on the date of signing the Outturn Report for the vessel
  - 3. For goods going in land-land direction: on the date of service performing.
- (9) All main handling services will be charged on the basis of the documents as required by the current "Instructions for organization of work, order of receiving, issuing, processing and keeping the documents related to cargo handling operations in Port of Varna EAD".

#### **Article 9**

The charges for storage services shall not exclude the possibility for individual agreements with the Customer depending on the nature of cargo/service.

#### **Article 10**

The customers themselves and at their own expense transport the goods from any berth in port of Varna East/West to the Storage Base or vice versa.

#### III. ABNORMAL WORKING CONDITIONS AND STATE OF CARGO

#### Article 11

(1) "Abnormal working conditions, state and shape of cargo" means lack of normal working conditions for handling of sea or land transport means, deriving from the technical design or type

of vessels and vehicles, or from the shape and state of cargo. Such abnormal conditions are subject to additional surcharges over the base handling charges as indicated in Section IV, Table 1 and Section II, ADDENDUM CT. Surcharge will be levied as a percentage over the regular charge.

5

- (2) The quantity of cargo handled under abnormal conditions will be ascertained by Act duly issued by representatives of the Port, Customs Office, carrier and/or shipper or its forwarder/agent.
- (3) Main handling charges are subject to 50% increase in case of:
  - 1. Abnormal working conditions:
    - a) no separation between different consignments as per B/L (articles in the B/L), and sorting is needed
    - b) handling of vessels with hatch square under 18 square meters; handling of cargo in compartments which are not intended for cargo stowage: lockers, deep tanks, cabins/decks, etc.
    - c) moving of cargo to a distance longer than 6 meters from the hold opening
    - d) handling of cargo from vehicles when consignments are mixed and not arranged in accordance with cargo documents.
  - 2. Abnormal state and shape of cargo:
    - a) handling of goods in damaged packing: torn or damaged bags, broken cases, torn bands, untied bales, rotten or punched packing, or packing covered with corrosive substance (acid, caustic soda, chemicals), over-heated bags (over 40°C), etc.
    - b) bags with hardened contents, bags with nylon packing, distorted or unshaped bales, damaged barrels
    - c) oil stained pipes, pipes with bitumen coating, pipes of diameter over 100 cm, pipe bends, handling of mixed-up metals
    - d) loading/unloading frozen, iced, snowed or sticky goods
    - e) operations with infected or contaminated goods, as well as consolidated, hardened or melting goods
    - f) operations at air temperatures below -10°C
    - g) other abnormal state and shape of goods which may hamper stevedoring operations, unmentioned above.
- (4) The charges for main handling services will be increased by the respective percentage over the regular charges for direct handling in case of:
  - 1. trimming or spreading of bulk goods: 80%
  - 2. pushing, arranging or pulling out cargo stowed in under-deck compartments:
    - bv hand: 80%
    - by means of equipment: 50%
  - 3. handling of vessels with hatch openings smaller than 12 square metres: 100%
  - 4. loading of containers with specific container numbers on board and/or in underdeck compartments as requested by the ship owner or the Customer: by 25% over the charges in Item 1, Section I, Table 1A (excluding IMO class containers, reefer containers or flat racks).
- (5) Surcharges over the base handling charges will be agreed individually:
  - 1. when handling out-of-gauge goods
  - 2. when working conditions for a certain operation are extremely severe.

#### **Article 12**

Surcharges (in percentages) on base handling charges which apply for goods handled in such a state and under such conditions which result in disruption of loading/discharging operations and lower productivity are listed in Section IV, Table 1 and Section II, ADDENDUM CT.

#### **Article 13**

When a consignment of cargo falls under more than one abnormal condition or state of cargo, or when other surcharges/discounts should also apply, the actual due amount will be calculated as a sum of all surcharges/discounts incurred.

#### IV. OTHER TERMS AND CONDITIONS FOR CHARGING

#### **Article 14**

In case that cargo consignment has been cancelled for export and shipped back to the hinterland, the charges for main handling services will be payable at full rate.

#### **Article 15**

In case that several types of cargo chargeable at different tariff rates are included in the same document (without specifying separately numbers or unit weights), the highest rate for the main handling operations will apply for the entire consignment.

#### **Article 16**

- (1) Materials needed for loading/discharging operations and additional services (ex. dunnage used during loading of trucks, rail cars, vessels including dunnage for heavy parcels, lashing of cargo units, etc.) are not included in the charges for port services.
- (2) Materials will be supplied by the Port subject to availability, and the Customer will be charged additionally the cost of materials plus the additional expenses incurred by the Port for purchasing, receiving, unloading, subsequent processing, etc. of such materials.
- (3) In case that the Port cannot provide the needed materials, the Customer will supply such materials at his own expense.

#### **Article 17**

Conditions for handling of dangerous goods and transit cargo related to international projects will be subject to individual agreement between the Port and the Customer.

#### **Article 18**

The Customers shall specify in the documents submitted to the Port:

- 1. Parcels with unit weight over 10 tons
- 2. Voluminous cargoes (over 2 cubic metres per ton)
- 3. Long length cargoes (over 8 metres in length)
- 4. In case of dangerous goods: the IMO class of hazardous cargo, specifications, physical and chemical properties, any safety instructions and personal protection required for handling.

#### **Article 19**

Correction of ordered service can be accepted only if the termination of requested service is possible, and subject to payment.

#### **Article 20**

The costs of fire prevention service, environmental protection, etc. incurred by the Port during loading/discharging operations/services will be charged additionally for Customer's account, subject to 20% surcharge.

#### **Article 21**

The Port shall be entitled to move/transfer at Customer's expense (without Customer's consent) any cargo consignment from one storage facility to another in case that such cargo is not shipped from the storage areas within the agreed period (including cargo dwelling for more than 3 months) or from one stockpile to another, for operational reasons.

#### V. OBLIGATIONS FOR PAYMENT OF CHARGES

#### **Article 22**

(1) The Port requires 100% advance payment (deposit) of handling charges by the Customers, depending on the handling option and subject to a prior agreement made between the parties.

- (2) In case of shipment of cargo by rail, the Customers shall provide 100% advance payment of due amounts to cover the charges pursuant to the Tariffs of the relevant licensed service provider (rail freight, wagon shunting, delays, etc.).
- (3) The advance payment (deposit) shall be made by bank transfer to the Port's bank account at least 24 hours prior to actual commencement of the relevant service.

#### **Article 23**

Unless otherwise agreed beforehand, the Customers will cover the balance up to the actually due amount after the final completion of cargo handling operations.

#### **Article 24**

The Port will issue and submit to the Customers invoices for rendered services (in compliance with these "Terms & Conditions and Charges for Services provided by Port of Varna EAD"):

- 1. in a five-day period after completion of service
- 2. for cargo storage (per ton per month or part thereof; and per square metre per month or part thereof) on every 5<sup>th</sup> day of the current month
- 3. for cargo storage, in case that cargo has remained unshipped for two months of receiving in the Port's storage (when charged per ton per day) at the end of each calendar month, but not later than the shipment date of such cargo.

#### **Article 25**

Should the Customer has given instructions to the Port for shipment of imported goods by rail, the Port shall remit all due charges to rail operators as included in the B/L (shunting, weighing, washing, delays of wagons etc.) together with the cost of rail B/L to the servicing loading railway station on Customer's behalf and for Customer's account, unless the Customer has made direct arrangements for payment with the railway station.

#### **Article 26**

Should the Port find during an inspection that the weight of goods has been incorrectly stated (understated) by the Customer, the main cargo handling services will be charged at triple rate.

#### Article 27

- (1) In case of overdue payment (incl. when the Customer has failed to remit the advance payment), the Port shall require additional coverage in the form of a bank guarantee. Should such quarantee is not provided, the Port will be entitled:
  - 1. to stop receiving new cargo
  - 2. to stop handling of vessel
  - 3. to stop shipment of cargo
  - 4. to detain certain quantity of cargo / number of containers equivalent to the outstanding amount
  - 5. to terminate providing of the respective service
  - 6. to request detention of vessel, in compliance with the Code of Merchant Shipping.
- (2) In the event that a port service is terminated by virtue of the preceding Paragraph, the Port will send a written notice to the faulty Customer indicating the exact reasons for taking such measure.

#### **VI. FINAL PROVISIONS**

#### **Article 28**

(1) These "Terms & Conditions and Charges for Services provided by Port of Varna EAD" shall apply, unless otherwise agreed between the Port and the Customer.

(2) Handling of goods and providing of services not mentioned in these "Terms & Conditions and Charges for Services provided by Port of Varna EAD" shall be subject to agreement.

#### **Article 29**

- (1) The Customer shall be entitled to make a claim with the Port with respect to improper service or wrong invoicing within 14 calendar days after final completion of the agreed port services and in compliance with the port regulations.
- (2) The procedure for making and settling of claims with respect to accidents or damage and deficiency is described in Appendix 1 hereto.

#### **Article 30**

Port of Varna EAD will notify its customers through their respective forwarders or agents about any changes of terms, conditions and charges for services one month prior to their enforcement.

#### **Article 31**

- (1) These "Terms & Conditions and Charges for Services provided by Port of Varna EAD" have been adopted by the Board of Directors and shall be effective from 02.01.2025 to 31.12.2025.
- (2) With the entry into force, these "Terms & Conditions and Charges for Services provided by Port of Varna EAD" shall supersede the "Terms & Conditions and Charges for Services of Port of Varna EAD" effective from 01.07.2024 to 31.12.2024.

#### **TABLE 1. MAIN HANDLING SERVICES (EUR, €)**

BULK GOODS, LIQUID BULKS, GENERAL CARGO

Item	TYPE OF CARGO	Unit	HANDLING		
1	2	3	4	5	
Section I	BULK GOODS		Direct	Indirect	
1	Wheat, maize, barley, rape-seed, heavy meal	ton	5,10	6,80	
2	a) Sunflower	ton	6,65	7,40	
2	b) Grain cake, light meal		6,90	8,00	
3	Sugar unrefined	ton	6,80	8,00	
4	Sand, clinker, clay, limestone, dolomite	ton	3,95	4,90	
5	Kaolin, bentonite, chamotte, raw gypsum, talc	ton	4,40	5,20	
6	Phosphorite	ton	4,65	7,10	
7	Apatite	ton	6,65	8,35	
8	Ores and ore concentrates, bauxite, magnesite, pyrite	ton	3,50	5,10	
9	a) Coal	ton	3,30	4,65	
9	b) Coal of D mark		3,30	7,55	
10	Coke, petro-coke	ton	3,70	5,75	
11	Fertilizers	ton	4,65	6,10	
12	Rock/sea/technical salt, bitumen, crushed sand, paving blocks, stones, copper slag, rubble	ton	3,35	4,59	
13	Cement, urea (handling by means of specialized technologic lines)	ton	3,28		
14	Soda ash (handling by means of specialized technologic lines)	ton	4,00		
15	Metal waste (scrap)	ton	10,20	14,75	
16	Woodchips, pellets	ton	6,00 6,35*	7,20	
17	Others	ton	to be a	agreed	

Section I (A)	BULK GRAIN GOODS (via silo facility)	Unit	Direct	Indirect
18	Wheat, maize, barley	ton	-	6,80
19	Sunflower	ton	-	7,40
Indirect Option	Truck/hopper rail wagon – sampling – unloading static belt conveyor – vessel or shipment from a silo to truck		transferring by I	means of a

Clarifications with regard to receiving of grain goods in a silo facility:

- A. The Client shall request a fixed period of storage (30/60/90 days) and number of silos to be used. Storage shall be charged as per Item 6.1, Table 2.
- B. In the event that the requested fixed period is exceeded, the storage shall be charged as per Item 6.2, Table 2

Section II	LIQUID BULKS (handling by means of specialized technologic lines)	Unit	Direct
20	Sulfuric acid, caustic soda (sodium hydroxide)	ton	4,65
21	Liquid urea	ton	3,95

22	Vegetable oil	ton	4,40
23	Waste vegetable oil	ton	5,20
24	Molasses	ton	5,40
25	Others	ton	to be agreed

Section III	GENERAL (UNITISED) CARGO	Unit	Direct	Indirect						
1	2	3	4	5						
	Cargo in bags, big bags, slings:									
	a) up to 26 kg (manual)	ton	13,75	21,60						
	b) over 26 kg and up to 51 kg (manual work in pairs)	ton	18,25	22,75						
26	c) from 500 kg up to 800 kg (big bags, slings, mechanised)	ton	7,35	10,75						
	e) over 800 up to 1500 kg (big bags, slings, mechanised)	ton	7,00	10,40						
	f) over 1500 kg (big bags, slings, mechanised)	ton	5,95	8,10						
	Cargo in cartons, boxes, wooden cases, plant a	nd equip	ment, structure	es and						
	others(packed/unpacked):		•							
	a) up to 51 kg (manual)	ton	17,10	20,50						
0.7	b) over 51 kg and up to 199 kg	ton	13,80	17,10						
27	c) over 200 kg and up to 1,499 kg	ton	12,65	16,00						
	d) over 1,500 kg and up to 4,999 kg	ton	9,30	11,55						
	e) over 5,000 kg and up to 10,000 kg	ton	8,20	9,30						
	f) over 10,000 kg and up to 15,000 kg	ton	10,00	12,00						
	Goods in pallets (EUR per unit)		10,00	12/00						
28	a) up to 800 kg	pallet	7,90	11,20						
20	b) over 800 kg up to 1500 kg	pallet	6,75	8,95						
29	Cargo in bales, bundles, packs	ton	17,10	22,75						
23	Cargo in rolls, coils and reels (unit weight up to)			22,75						
	and cargo in barrels and drum containers (unit weight up to/over 150 kg)									
	a) unit weight up to 500 kg or 150 kg,	weight u		-,						
30	respectively	ton	11,50	14,90						
	b) unit weight over 500 kg or 150 kg, respectively	ton	9,30	12,65						
	Tyres, specialized pipes, coated, ship machine	ry								
	a) Tyres	ton	18,25	21,60						
31	b) Specialized pipes, coated	ton	12,65	16,00						
	c) Ship machinery (unit weight up to 3,000 kg) *excluding for containerships	ton	14,00							
	Sports & pleasure boats (loading or discharging)	)								
	a) yachts and boats up to 12m, via berth	unit	7	30						
	- in case of container (un)stuffing and handling on land	unit	200							
32	b) yachts and boats over 12m, via berth	unit	1440							
	- in case of container (un)stuffing and									
	handling on land	unit		90						
	c) yachts and boats over 15m, via berth	unit	to be agreed							
33	Wheeled or tracked vehicles, per self-pr	opelled v	/ehicles	(Un)loading via						

	unit	from ship ramp	via	in case of container (un)stuffing	quay or container (un)stuffing with shore crane
a.	Mopeds, motorcycles, ATV, jets, cars, unit weight up to 3 tons	90		135	
b.	Cargo vans, trucks and others, unit weight 3 to 10 tons	135		125	215
C.	Buses, trucks, trailers, unit weight 10 to 20 tons	225		170	375
d.	Agricultural, industrial and military machinery and equipment, unit weight up to 20 tons	340		225	Acc. to item 34 below
	Heavy plant and equipment, floatin (as per unit weight):	g craft, trans	port me	eans and other	machinery
34	a) over 15,000 kg and up to 100,00 b) over 100,000 kg and up to 130,0	_	ton ton	18,00 22,00	22,00 26,00
	c) over 130,000 kg, by means of 2		ton	30,00	40,00
35	Stone blocks (granite, marble), as p weight over 10,000 kg up to 30,000	er unit	ton	7,60	9,00
	Metals, as per weight of cargo unit:  a) up to 80 kg (incl. track rails, cross linear metre)	-	ton	11,55	14,90
	b) over 80 kg and up to 250 kg (inconsects, packs, units)	ton	9,50	12,65	
	c) over 250 kg and up to 1,000 kg wire, conductors, etc.)	(incl. steel	ton	9,30	11,55
36	<ul> <li>d) for metal sheets, packs, pipes (okg – only for the mentioned types ometal/packing)</li> </ul>	ton	8,20	10,40	
	e) over 1,000 kg and up to 5,000 kg steel rolls, metals in stacks, bundles	ton	7,00	9,30	
	f) over 5,000 kg and up to 10,000 kingots, rolls, metals in stacks, bund	ton	5,95	7,00	
	g) over 10,000 kg		ton	4,80	5,95
37	Fresh nuclear fuel, depending upon transport packaging and the custon	, .		to be	agreed*
	*The port operator shall have the e charges for port operations, in com based on a risk assessment.	_		-	
38	Timber, not processed (bundled/loc	ose)	ton	7,60	9,85
39	Timber in bundles, packs		ton	10,40	13,75
40	Other wood material (fire logs i slings, separation material, etc.)	n bundles/	ton	14,90	18,25
41	Plywood, cardboard, fibreboard, cowood and other wood products (in pallets)	•	ton	9,30	16,00
42	Paper a) rolls up to 1000 kg b) rolls over 1000 kg c) bales (loose)		ton ton ton	11,30 9,30 12,30	15,30 12,30 13,30
43	Cellulose a) bales (loose) b) packs (4-8 bales each)		ton	14,90 10,30	18,25 13,30

44	Glass sheets, glassware, chinaware, ceramics, pottery (cases)	ton	14,30	19,80
45	Fresh fruit and vegetables (in cases, cartons)	ton	20,30	23,30
46	Chilled / frozen goods (in cases, boxes, cartons)	ton	17,10	
47	Livestock	ton	18,30	
48	Fodder	ton	20,30	

Section IV	SURCHARGES ON THE RATES IN SECTIONS I, II AND III, Columns 4, 5	Unit	Percentage
49	Surcharge for fragile goods, as per type of cargo	+20%	
	Surcharges for voluminous goods, depending on handling of	option:	
	a) goods in bags:		
	· 2,0 - 2,4	cubic metres per ton	+30%
	• over 2,4	cubic metres per ton	+50%
50	b) timber, wood products and other general cargoes:		
	• 3,0 and up to 6,0	cubic metres per ton	+20%
	• 6,0 and up to 10,0	cubic metres per ton	+50%
	• over 10,0	cubic metres per ton	+100%
	Handling of dangerous goods (as per IMO classification):		
	a) Explosive (1)	+200%	
	b) Toxic (6.1), Flammable liquids (3)	+100%	
51	c) Substances liable to spontaneous combustion (4.2), Infesubstances (6.2)	+75%	
<i>J</i> 1	d) Compressed, liquefied, dissolved gases (2), Flammable s Substances which, in contact with water, emit flammable g Oxidizing substances (5.1), Organic peroxides (5.2), Corros substances (8.0)	+50%	
	d) Miscellaneous dangerous goods (9.0)	+25%	
	Metals, metal products, timber, equipment, etc. over 8 m in depending on handling option:	n length,	
52	a) over 8 and up to 15 m	+25%	
	b) over 15 and up to 25 m	+50%	
	c) over 25 m	+100%	
53	Operations requiring manual pushing, arranging or pulling during container (un)stuffing and/or rear loading of trucks, the main handling services shall be increased by	_	+30%

#### **EXPLANATORY NOTES to Table 1**

- 1. When a floating/ship crane is employed for cargo handling, (in the absence of port hoisting/handling equipment) the relevant rates are subject to 40% discount.
- 2. Item 1 and item 2, the two types of meal cargo are specified:
  - heavy meal means a type of cargo with SF up to 1.60 m<sup>3</sup>/ton
  - light meal means a type of cargo with SF over 1.60 m<sup>3</sup>/ton.
- 3. Item 9. B, Section I (coal Grade D) refers to coal with sulphur content 0.5% 1%.
- 4. Charges in Section III, Items 29, 31 a, 41, 42, 43, 45 and 48 of the table include the due surcharges for voluminous goods, in item 44 include the due surcharges for voluminous goods and surcharge for fragile goods.

5. Charges in Section I, Item 16 of the table include weighing by means of a port's weighbridge, and the charge marked with an asterisk (\*) applies in case that there is no regular supply of minimum 1000 tons per day alongside the vessel.

- 6. The technologic chart for handling of bags over 30 kg (Item 26b) and the relevant provisions for health and safety at work require that:
  - a) the unit weight of goods shall not exceed 50 kg when moving/transferring such goods to a distance more than 2 m
  - b) the unit weight of goods shall not exceed 30 kg when moving/transfering such goods to a distance more than 30 m.
- 7. The charge under Item 28, Section III of the above table shall apply to standard *Euro-pallet*, with dimensions 120/80/14,40 cm; weight of ~ 24 kg and *industrial pallet*, with dimensions 120/80/14,40 cm; weight of ~ 28 kg;: a platform/deck intended for storage and transfer of goods which can either be fastened by belts/ropes/straps or wrapped with plastic foil (thermal or stretch film), *load capacity up to 1,500 tons.*
- 8. The charge under Item 31(c), Section III of the above table is a lumpsum price. The service shall be provided upon request properly issued and submitted by the Customer applying for the relevant cargo handling operation (incl. shipment of cargo), indicating the payer of service (on behalf of the ship owner).
- 8.1 For cargo handling operations with ship machinery of unit weight over 3000 kg, the Customer shall be charged the relevant rate per machine-hour or part thereof, as per Table 4 of these "Terms & Conditions and Charges for Services provided by Port of Varna EAD."
- 9. With reference to Item 33, Section III, no movements of self-propelled track-mounted equipment shall be allowed on the territory of port terminals.

**TABLE 2. CARGO STORAGE (EUR, €)** 

	OPEN PORT STORAGE, ton/day											
Νō	number EAST/WEST TERMINAL		SB	number of days	EAST/WEST TERMINAL SB		SB	number of days		/WEST /INAL	SB	
	import	front areas	rear areas		export	front areas	rear areas		transit	front areas	rear areas	
	1 - 5	0,03	free	free	1 – 10	0,10	free	free	1 – 30	0,10	free	free
_	6 - 20	0,04	0,03	0,02	11 – 40	0,11	0,08	0,05	31 – 60	0,11	0,08	0,05
1	6 - 35	0,11	0,08	0,05	11 – 70	0,17	0,12	0,09	31 - 90	0,17	0,12	0,09
	6 - 65	0,17	0,12	0,09	Over 70 (from 11 day)	0,21	0,14	0,12	Over 90 (from 31 day)	0,26	0,19	0,15
	Over 65 (from the 6 <sup>th</sup> day)	0,21	0,14	0,12								
					CLOSED P	ORT STC	RAGE, to	on/day				
	number of days		WEST INAL	. SB	number of days			number of days SB		ENCINNECI		SB
	import	Closed	Under shelter	JD	export	Closed	Under shelter	JD	transit	Closed	Under shelter	SD
2	1 - 5	free	free	free	1 – 10	free	free	free	1 – 30	free	free	free
	6 - 20	0,04	0,035	0,03	11 – 40	0,13	0,105	0,09	31 – 60	0,13	0,105	0,09
	6 - 35	0,13	0,105	0,09	11 – 70	0,21	0,165	0,16	31 - 90	0,21	0,165	0,16
	6 - 65	0,21	0,165	0,16	Over 70 (from 11 day)	0,27	0,205	0,23	Over 90 (from 31 day)	0,32	0,255	0,27
	Over 65 (from the 6 <sup>th</sup> day)	0,27	0,205	0,23								
	Cargo sto				stuffing, da		goods, r	not				
		-	AST/WES <sup>T</sup>		-	,	SB					
	number of days	Closed	d (	Open	Under shelter	Closed	0	pen				
3	1 - 15	0,04		0,03	0,035	0,03	0	,02				
	1 - 30	0,13		0,08	0,105	0,09	0	,05				
	1 - 60	0,21		0,12	0,165	0,16	0	,09				
	Over 60 (from the 1 <sup>th</sup> day)	0,27		0,14	0,205	0,23	0	),12				

			Carg	jo storaç	je, per mor	nth			
		EAST/	WEST TE	RMINAL		9	SB		
4	Unit	front areas	Closed	Open	Under shelter	Closed	Open		
	per ton	2,42	3,08	1,76	2,42	3,08	1,76		
	per sq. metre	2,65	3,20	2,10	2,65	2,40	1,80		
	Storage	of empt	y vehicle			to be count	ed from the		
					day	4 20	20		
				Numbe	er of days	1 - 30	over 30		
5	a) cars, je			-	per unit/ per day	10	15		
	b) mini-bu				per unit/ per day	15	20		
	c) trucks ( agricultura equipmen	al or road			per unit/ per day	20	30		
6				STC	RAGE OF (	GRAIN IN A	SILO FACILIT	ГҮ:	
	ı	Number	ns						
		1 -	10			silo/day		free	
6.1		11 -	- 30		silo/day			500 €	
		31 -	- 60		silo/day			800 €	
		60 -	- 90		silo/day			1 100 €	
6.2						od of use of d per silo pe		1 870 €	
	Reserved	l capaci	ty for 6 n	nonth					
6.3	min 30,0	00 tons	(3 silos)					to be agreed	
6.4	Storage in a newly hired silo, in the case of a relocation:							to be agreed, (without another free period)	
	Monthly	fee for p	oreparing	and kee	eping recor	ds and secu	irity for goods	s under Customs regimes:	
7	a) "Temporary storage", after 45 days of storage:					0.1% of the value of customs duties for each Temporary Storage Declaration, but not less than EUR 50 per month or part thereof			
	b) "Customs warehousing", to the amount of							stoms duties for each Customs s than EUR 50 per month or part	

#### **EXPLANATORY NOTES to Table 2**

- 1. Free storage periods shall be awarded to goods under Items 1 and 2 of the above Table 2 as follows:
  - a) Import goods for a period of 5 (five) days
  - b) Export goods for a period of 10 (ten) days
  - c) Transit goods for a period of 30 (thirty) days.

2. The above free storage periods will not apply to cargo under Items 3, 4 and 5 of the above table, including perishables, chilled or frozen goods.

- 3. Free storage periods shall be counted from the day of receiving of cargo at the Port's storage facility.
- 4. Storage charges under Items 1 and 2 of the above Table 2 will be calculated for the entire charged storage period, counted from the day following the free storage up to the shipment day inclusive.
- 4.1 Front areas are open storage areas within 50 metres from the quay wall. Any other open storage areas shall be deemed landside.
- 5. In case of storage of dangerous goods which has been allowed by the Port, the charges will be subject to surcharge at the same rates which apply to the main handling services.
- 6. For transferred cargo from one storage area to another within the port terminals /Storage Base, another free storage period shall not apply.
- 7. The Port shall be entitled to agree:
  - a) in case of a long-term storage of cargo per ton per month or per day, the storage shall be calculated on the basis of "square metre of occupied area per month or part thereof"
  - b) the storage of specific goods requiring specific conditions
  - c) for each individual case the calculation method to be used, the charge to be applied as per above table, and other storage terms and conditions.
- 8. For keeping of goods in storage at the port facilities which are subject of a lien and/or pledge, the Client shall be charged in addition EUR 0.30 per ton per month or part thereof.
- 9. Additional conditions with regard to receiving, transportation/transfer of grain in bulk and storage of such grain in a silo facility
- 9.1 Whenever an increase of temperature inside the silo is observed owing to a live pest infestation, the Port shall send immediately to the Client a written request for consent to perform cargo fumigation. The Client shall respond in writing not later than 48 hours of receipt of such request.
  - a) In the case of Client's consent, the Port shall take the necessary action for fumigation of cargo, which service shall be invoiced and paid for in accordance with Item 17.2, Section I, Table 3 of the tariff.
  - b) In the case of Client's refusal, the Client shall be required to remove the cargo (vacate the entire silo where such cargo is stored) not later than 10 (ten) days of receipt of the request for consent to perform fumigation.
  - c) In the case of Client's failure to remove the cargo within the above time limit, the Port shall take immediate action for storage of this cargo, including relocation or evacuation of such cargo for the account and risk of the Client.
- 9.2 In the case of increased temperature inside the silo above the permissible levels (not more than 20°C difference between the lowest outside temperature and the highest inside temperature during fall/winter), and agreed period of intended cargo storage not shorter than one month; whenever such temperature difference is observed, the Port shall notify the Client in writing about the need of active ventilation.
  - a) The Client shall have the right to inform the Port within 7 (seven) days of the notice about any intended shipment of that cargo before the expiry of the one-month period, in which case the conditions for a mandatory active ventilation shall not exist.

b) The active ventilation shall be performed immediately after expiry of the 7-day period, unless the Client has confirmed within this 7-day period its intention for shipment of that cargo, whereby the Client shall be committed to accomplish such shipment.

- c) The service shall be invoiced and paid for in accordance with Item 17.2, Section I, Table 3 of the tariff.
- 9.3 The fumigation (disinsection) service of a silo shall be performed whenever necessary, in coordination with the Client, on the basis of Client's additional request, where technically possible. In order to perform fumigation of a silo filled up to its maximum capacity, a partial relocation of some 10% of the cargo to another free silo would be necessary (subject to availability).
- 9.3.1 Fumigation shall be required in the following cases:
  - a) Upon request by the Client
  - b) Cargo received with live pest infestation of 2 pcs/kg to be ensiled for a period of 30 days or longer
  - c) Cargo received with live pest infestation of 3 to 5 pcs/kg to be ensiled for a period of 20 days or longer
  - d) Repeated (within 3 days) temperature increase as a result of pest infestation. In this case, the fumigation process shall begin within 48 hours, or if silo discharging process had started within 72 hours.
- 9.4 Other measures related to cargo storage:
  - a) Cargo shall not be ensiled in the case of pest infestation exceeding 5 pcs in a sample of 1 kilogram.
  - b) When a silo is being fumigated, the period of air-tight exposure is 168 hours, with additional 48 hours of degassing time. There is a serious risk for both humans and animals in the proximity of cargo, should any loading operations begin before the end of this period.
  - c) The quarantine period shall be 45 days for bread wheat, and 60 days for all fodder crops.
- 9.5 When calculating the storage period in a silo, the final day of storage shall be regarded:
  - In the case of vessel loading: the date of commencing of loading operations;
  - In the case of vessel loading, when loading had been suspended for reasons beyond the Client's or the Port's control: the date of completion of ship loading;
  - In the case of re-shipping the day when the final cargo quantities were taken out from the silo.

**TABLE 3. OTHER PORT AND ANCILLARY SERVICES** 

Item	TYPE OF SERVICE	Unit	CHARGE, EUR					
1	2	4						
Section I	OTHER PORT SERVICES							
	Moving/shifting of cargo within storage (% of the rates for direct handling in Ta							
	a) inside storage area (mechanised open	•		50 %				
	b) inside storage area (manual operation	•	of cargo from	30 70				
	ready-made disposable pallet to another supplied by the Customer)			80 %				
1		with port equip	ment	50 %				
	c) from one storage area to another	with transport	by a customer	25 %				
	d) transfer of bulk material from a quay	•	,					
	landside stockpile or vice versa	Stockpile to a	per ton	0,60				
	(coal, clinker, ores and concentrates, etc	c.)	<b>F</b>	.,				
	e) Relocation to another silo as necessar	ry, and in the ca	se of long	to be agreed				
	storage of cargo in the silo			-				
	Sorting of cargo (% of rates in Table 1)			percent				
2	a) on board (rates for direct handling)	<i>(</i> , <i>c</i> , !:		30 %				
	b) inside storage area, without weighing	•	<del>-</del> -	30 %				
	Stuffing and binding of bags or cutting a hold – for cereals and oilseeds (% of rate	percent						
3	a) without arranging	50 %						
	b) with arranging							
4	Palletizing / un-palletizing of goods (% of	of rates for indire	ect handling,	100 % 50 %				
	Table 1)			30 %				
5	LASHING:							
F 4	Loose or consolidated cargo units in con		per ton	2.15				
5.1	packing (onboard, inside rail wagon / tro container)	2,15						
	Vehicles on a specialized vessel or inside	e a container						
5.2	a) by means of slings (of the vehicle)	c a correanier	per unit	9				
0.2	b) firm lashing unit (of the vehicle)		per unit	15				
5.3	Vehicles on non-specialized vessel		per man-hour	19				
6	UNLASHING:							
_	goods in conventional packing (on board	d. inside rail	per ton					
a)	wagon / truck)	a, morae ran	per con	1,80				
b)	vehicles on specialized vessel – the rate	in above Item 6	5.2 will apply	-20%				
c)	vehicles in non-specialized vessel		per man-hour	18				
				·				
d)	special lashing/unlashing of cargo on board or inside a vehicle to be ago							
7	Dunnage / covering / uncovering							
	In ship's holds or in wagons (covering the	ne floor with						
7.1	paper, cardboard, polyethylene or placir separating material		per man-hour	19				
7.2	Covering or uncovering with canvas:							
/	covering of uncovering with carryas.							

Item	TYPE OF SERVICE			Unit	CHARGE, EUR
1	2			3	4
	a) wagons	scovering		per unit	5,00
	, co	overing		•	10,00
	b) trucks or trailers			per unit	4,00
8	Each opening / closing of ship's	holds		per hatch cover	41
9	Using of Port's labour for addition	onal operat	tions	per man-hour	19
10	Cleaning of ship's cargo compart the ship frames	tments, in	cl. between	per sq. metre	0,60
	Usage of materials to prevent from	eezing (sa	lt, paper)		
11	a) in wagons			per unit	4,50
	b) in trucks or trailers			per unit	3,00
12	Securing of wagon doors			per unit	3,00
13	Sealing of wagons			per unit	4,50
	Each separate weighing of truck	s (gross o	r tare)		
14	a) truck without trailer			per unit	2,50
	b) truck with trailer			per unit	3,00
15	Fumigation of wagons, per unit			per unit	7,00
16	Wrapping of pallets (materials to Customer)			per pallet	5,00
17	WEIGHING, FUMIGATION, ACTI facility	IVE VENTII	_ATION of gra	in in bulk handled	l via silo
17.1	Weighing of cargo upon entering	g and exiti	ng the silo	per ton	0,30
17.2	* if necessary	e the silo		per ton	1,00
17.3	Fumigation inside the silo  * if necessary			per ton	0,30
Section II	SPECIFIC WORKING CONDITIONS			Unit	Charge, EUR
18	For work performed out of work holidays, a surcharge will apply mooring services				100%
19	Downtime				
19.1	Standing by of port labour			per man-hour	19
19.2	Standing by of port labour during	_	2	per man-hour	28
40 -	delay (other than containers	) After written notice has been made by the Port, any vessel's delay (other than containership) at an operational berth for more than		per hour	550
19.3	handling and/or after comple will be charged for vessels w gross tonnage	etion o vith	ver 10,000 GRT	per hour	850
	(B) Unproductive standing by of a port gang and equipment (at operating point) will be charged			per hour	450
19.4	Interruption of the continuous lo operation (for vessel de-ballastir reason) will be charged	oading faci	lity	per hour	1000

Item	TYPE OF SERVICE	Unit	CHARGE, EUR		
1	2	3	4		
Notes:	<ol> <li>The above charges shall apply for delays not resulting from either Port's misbehaviour, or force majeure, or banned ship manoeuvring, or waiting for a pilot to assist ship departure.</li> <li>The delays shall be charged for the account of the party, which has caused such delays (ship owner, freight forwarder, shipper and consignee).</li> <li>In the case of repeated interruptions relevant to the Item (19.4), the total time of delay will be charged.</li> </ol>				
Section III	DOCUMENT ISSUANCE DURING CARGO PROCESSING AND OTHER SERVICES	Unit	Charge, EUR		
20	Issuing of warehouse receipts and storage certificates	per unit	10		
21	Issuing of documents upon Customer's request:	•			
21.1	Weighing report	nor unit	2.00		
21.2	Weighing note or warehouse receipt	per unit	0,50		
22	Changing of documents due to transfer of title or in any other case because of the Customer	per operation	24		
23	Giving labour safety instructions to workers/ representatives of the Customer under concluded agreement	per course of instructions	24		
24	Issuing of permit for hot works, including inspection	per document	117		
25	Stay of cars in port areas (up to 1 day) for transfer of title or customs clearance	per car	35		
26	Each passing / staying of a rail wagon via Port's rail infrastructure				
26.1	Each passing of a rail wagon via Port's rail infrastructure without productive activity	per wagon	12		
26.2	Staying of a full rail wagon on empty port's rail infrastructure (excluding wagons with dangerous goods)	per wagon	2,00		
26.3	Staying of a empty rail wagon on empty port's rail infrastructure	per day	1,50		

Section IV	SUPPLY OF ELECTRIC POWER, WATER, TELECOMMUNICATION AND OTHER SERVICES		Unit	Charge, EUR
27	Electric power supply to all users		as per tariff of a licensed service provider	
27.1	Maintenance of local low-voltage and measuring devices	electric power system	10% of the rate in Item 27	
27.2	Connecting/disconnecting to the port's power system	cting to the of vessels in international voyage		175,50
27.3	Connecting to the port's power system	of other users (legal/ natural persons), incl. cabotage vessels	per operation	93
	Moving from one berth to another (connecting/	of vessels in international voyage	per operation	175,50
27.4	disconnecting) of power supply panel, upon request	of other users (legal/ natural persons), incl. cabotage vessels	per operation	93
27.5	Connecting of facilities of Clients having concluded contracts for hiring of offices, storage areas, etc. to the power supply network and opening of new electric service accounts			

Consumer group	Connected power (kW)  For power supply line, length up to 5m (EUR)		power supp	ditional meter of ly line, over 5 m per meter)	
1	up to 6		234	(LOIV)	12
2	7 – 15		351		18
3	16 – 50		1,170		24
4	51 – 100		3,218		47
5	101 – 200		5,558		59
6	201 – 300		12,285		70
7	over 300		to be agreed	to be	e agreed
27.6	Inspection of electric meter, upor Customer	requ		per operation	24
28	Fresh water supply			•	ff of a licensed e provider
28.1	Service charge		ssels in national voyage	per cubic metre	5
28.2	Maintenance of local water supply system, maintenance of pump stations and measuring devices	natur	her users (legal/ ral persons), incl. tage vessels	10% of the	rate in Item 28
	Provision of access and		ssels in national voyage	per operation	60
28.3	connecting to the port's water supply system		her users (legal/ ral persons), incl. tage vessels	per operation	60
29	Telephone installation / bridge of network		_	per unit	45
30	Relocation of existing telephone u	ıser		per unit	5,00
31	Telephone calls within the Port, p	er use	er	per month	14,00
32	Usage of bridge connection			per month	9,00
33	Providing a SIM card for telephon (all port telephone users)		•	s group	to be agreed
33.1	All telephone calls beyond the poi MMS, roaming shall be charged	rt's gr	oup, incl. SMS,	•	as per Item 34
34	Telephone calls via the Port's auto			•	ff of a licensed e provider
35	Embarking/disembarking of passe passenger ship	enger	to/from a cruise/	per passenger	6,00€
36	Service charge for passenger traff vessel	fic on	_	per month	to be agreed, depending on vessel capacity
37	Posting advertisements in locations on the territory of Port of Varna EAD by		per sq. metre per	95 €	
<b>U</b> 1	advertisers sq. meters		year	75 €	
38	Provision of port's portable office-container on the territory of Port of Varna EAD in relation to the Customer's business			per month	82 €
38.1	Placing of a mobile container office owned by a Client on the territory of Port of Varna EAD in relation to the Client's business * the charge does not include container handling service		per sq. metre per month	2,40 €	
39	Sampling at Varna East Terminal (possibly at two loading points)		per loading point per day	50	

Section V	Port service for mooring operations to vessels with gross tonnage (GRT)	per	EUR	
1	up to 1000		22	20
2	1001 – 2000		28	30
2	2001 – 3000		34	<del>1</del> 0
4	3001 – 4000		38	30
5	4001 – 5000	mooring	42	20
6	5001 - 6000	and unmooring	46	50
7	6001 - 7000		50	00
8	7001 – 8000		54	<del>1</del> 0
9	8001 – 9000		58	30
10	9001 – 10 000		62	20
11	over 10 000 per each 1000 GRT or part thereof		7	0
Section V		per LOA (m)		RT INALS
(A)	Berth facilities fee usage /BFFU/	per hour	EAST	WEST
			0,08	0,06

 $<sup>^*</sup>$  The time shall be counted from the moment of mooring until unmooring of the vessel  $^{**}$  100% of this fee is used for maintenance of berth facilities

<sup>(</sup>fenders, bollards and other adjoining infrastructure)

Section VI	PROVISION OF A BERTH (subject to agreement) for accommodation, shelter of vessels, without performing cargo operations					
	LOA (m)	EUR per day	EUR per 10 days	EUR per month		
	up to 15 m	20	98	220		
	16 – 50 m	27	147	330		
1	51 – 100 m	75	410	1108		
1	101 – 150 m	108	588	1584		
	Over 150 m	130	700	1900		
	Note: The above rates shall apply also to non-contract vessels for staying less than 30 days. For longer stay, such vessels shall be charged as per the following Item 2:					
	LOA (m)	EUR per day	EUR per 10 days	EUR per month		
2	up to 15 m	110	770	1760		
2	16 – 50 m	150	1050	2640		
	51 – 100 m	420	2940	7392		
	over 100 m	600	4200	10 560		

Section	PROVISION OF A BERTH to vessels for the purposes of ship supply and crew change (without using port equipment and labour)		
VII	LOA (m)	EUR per day	
	up to 15 m	34	
	over 15 m and up to 50 m	46	
	over 50 m and up to 100 m	130	
	over 100 m	186	

#### **EXPLANATORY NOTES to Table 3**

#### Section I

1. When performing additional operations, the surcharges for OOG - voluminous and oversized cargo will apply to each separate operation (item 50  $\mu$  item 52, Section IV, Table Nº1 of the tariff).

- 2. The abbreviation LTV shall be mean a Land Transport Vehicle
- 3. Container stuffing or stripping, cargo reloading from/to container to/from vehicle, or from one container to another ADDENDUM CT

#### Section III

- 4. The Customers shall place a written request for services under item 18 to the Port, not later than 10.00 hrs on the working day before the day of requested service;
- a) the relevant charges apply to all those directly involved in the handling process, including dockworkers, drivers, storage workers, operators and employees working on schedule.

#### Section IV

- 5. FOR SHIPS
- a) When shore power supply is requested, the Customer shall declare the type of requested power supply (1 or 3-phase) and needed capacity (kW).
- b) Consumed electric power shall be measured by means of electric meter (one-rate or three-rate meter) owned by the user.
- c) When the consumed power is not measured by an electric meter, the power consumption will be estimated on the basis of the installed capacity and the hours of operation.
- d) The cost of consumed electric power and water shall be paid at the rates of the respective licensed service provider, including any additional charges as per Items 27.1, 27.2, 27.4, 28.1 and 28.3 of the same section.
- e) Services shall be invoiced on the basis of documents issued during service rendering, signed by ship's master or ship's agent.

#### 6. OTHER USERS

- a) The tenants of Port property will pay for consumed electric power, water and used telephone services at per the tariff of respective licensed service provider.
- b) The repairing/maintenance costs for electric installations in the leased premises shall be for lessee's own account.
- c) Electric power, water and telephone service will be provided on a contractual basis or upon written request.
- d) Maintenance, connecting/disconnecting, transfer to/from the electric/water supply system for the purposes of provision of electric power/water to other users (legal/natural persons) offering services to vessels (ship repair, etc.) or to other facilities on the territory of the Port, such users shall pay the relevant prices to the licensed suppliers, including any additional charges as per Items 27.1, 27.3, 27.4, 28.2 and 28.3 of the same section.
- 7. Positioning of a portable office-container acc. items 38 and 38.1 is possible with the permission of the terminal director.
- 8. The charge in Item 39 for sampling per loading point includes using Port's automatic sampling spear, container office and overhead costs.

#### Section V

9. The ship owner shall pay for mooring and unmooring service and berth facilities fee usage through its respective agent.

#### Sections VI and VII

- 10. The charges shall apply as per the vessel's LOA (maximum linear length).
- 11. The service shall be provided subject to agreement and permission from the Port Terminal Director.

**TABLE 4. HIRING OF PORT PLANT** 

Item	Type and Capacity of Port Plant	Unit	CHARGE, EUR (per machine-hour or part thereof)
1	2	3	4
	ELECTRIC PORTAL CRANE		
1	a) up to 10 T		79
_	b) over 10 T and up to 20 T		103
	c) over 20 T	168	
	MOBILE CRANE		
	<ul> <li>a) hydraulic material handler with capacity</li> </ul>	up to 12 T	200
2	b) capacity	63 T	358
	c) capacity	84 T	477
	d) capacity	100 T	596
	e) capacity	144 T	842
	FORKLIFT TRUCKS		
2	a) capacity	up to 5T	35
3	b) capacity	over 5T and up to 10T	59
	c) capacity	over 10T and up to 28T	82
	BUCKET LOADERS for bulk cargoes		
4	a) capacity	up to 1.6 T	47
4	b) capacity	over 1.6 T and up to 6 T	71
	c) capacity	over 6.0 T	132
5	TRACTOR-TRAILER, capacity	up to 10 T	59
6	Mini front loader with a brush, sweeping width	1.80 m	51
7	REACHSTACKER for container handling	45/46 T	160
8	Mobile man lift platform, trailer type	up to 17m 200kg	47
U	(lifting height, capacity)	(does not include transfer	to the worksite)
9	Road roller (rolling width, weight)	650mm 696 kg	45
10	Motor sweeper, sweeping width	2.50m	73

#### **EXPLANATORY NOTES to Table 4**

- 1. The table applies when the above equipment is used for additional services beyond the normal technologic process, upon prior written request by the Customer.
- 2. When hiring self-propelled equipment as per Items 3 and 4 of the table, the time of usage shall be counted from the starting time of driving such equipment to the worksite until the time of returning to the respective port terminal of Port of Varna EAD. Before the control authorities, the transfer of any equipment without registration shall be for the account and responsibility of the user.
- 3. The charges in the above Table 4 include using of Port's drivers and fuel of the equipment. The equipment under Items 1 and 2 of the table shall be used with compulsory assistance of Port's workers to handle the lifting attachments, and the costs thereof shall be paid in addition.

**TABLE 5. SERVICES TO SPORTS & PLEASURE BOATS** 

SECTION I	Sports & Pleasure Boats	Staying at Port of Varna	, in waters (EUR, €)
1	2	3	4
Boat LOA, m up to	Daily	Weekly	Monthly
7	7	38	125
8	7	44	150
9	8	51	165
10	10	57	190
11	11	63	215
12	12	70	235
13	13	76	260
14	13	83	285
15	14	88	310
16	15	95	325
17	17	101	350
18	18	108	370
19	19	114	395
20	19	119	420
21	20	126	435
22	22	132	460
23	23	139	480
24	25	145	505
25	26	152	525
over 25 per each extra metre	5	60	99
SECTION II	Lifting, Lowering, Docking	of Sports & Pleasure Boats	(EUR, €)
Boat LOA, m up to	Lifting/Lowering	Docking Daily	Docking Monthly
	7	4	75
	8	4	85
	9	5	100
	10	5	120
11		5	130
12		6	145
13		6	155
14		7	165
	15	7	185
per ea	over 15 ch extra metre	4	20

SECTION III. Other Services Provided to Sports & Pleasure Boats (EUR, €)				
TYPE OF SERVICE	Unit	CHARGE, EUR		
1. Electric power supply	as per tariff of a licer service provider	nsed		
1.1 Maintenance of local low-voltage electric system and measurement devices	10% of the charg	ge in Item 1		
1.2 Connecting/disconnecting to/from the power system	per operation	35		
1.3 Moving from one berth to another (connecting/ disconnecting) to power supply panel, upon request	per operation	12		
2. Checking and charging of battery	per operation	7		
3. Fresh water supply	as per tariff of a licensed service provider			
3.1 Maintenance of local water supply system, pump stations and measurement devices	10% of the charg	ge in Item 3		
3.2 One connecting/disconnecting to the water supply system	per operation	18		
4. Arrangements for border control to a vessel which has not hired a ship agent (incl. veterinary inspection)	per operation	24		
5. Each lifting/lowering of sports boats to/from the concrete slipway at Varna East port terminal	per operation	7		
6. Each lifting/lowering of sports boats through the console crane (capacity up to 2 t) at Varna East port terminal	per operation	12		

#### **EXPLANATORY NOTES to Table 5**

- 1. No loading or discharging operations are permitted in the area designated for sports & pleasure boats.
- 2. When negotiating services under Section I and Section II for a period longer than one month, the due charge will be based on the rates in Column 4 of Section I and Section II of the above table.
- 3. Notes to Section I of the above table:
- a) Boats with LOA exceeding 25 m will be charged in addition per each extra metre or part thereof at the rates given in the last raw of the table.
- b) Vessel's LOA should also include the bow/stern attachments (ex. bowsprit, bathing grate, etc.)
- 4. The multi-hull vessels will be charged 75% of the above rates multiplied by the number of hulls.
- 5. The rates in Section II shall also apply to boats standing on a slipway in other areas of Port of Varna EAD.
- 6. Any services not mentioned in this table will be charged by agreement.

**TABLE 6. HIRING OF PORT'S GEAR** 

Item	TYPE OF GEAR	Capacity, tons	CHARGE per day or part thereof, EUR
1	2	3	4
1	Grab for bulk handling Tipping bucket, 2.8 cub.m	2 T up to 5 T	70
2	Tipping bucket, 5.6 cub.m	5 T	94
3	Tipping bucket, 8.7 cub.m	8 T	117
4	Tipping bucket, 16.5 cub.m	10 T	152
5	Attachment for tripping bucket 16.5 cub.m	16 T	59
6	Lifting attachment for out-of-gauge	3 T	70
7	Chain sling 5m	9 T	59
8	Chain sling 5m	15 T	70
9	Chain sling 7.5m	21.2 T	94
10	Chain sling endless 2.5m	33.9 T	117
11	Webbing sling endless, polyester 1.5/8m	3 T	10
12	Webbing sling endless, polyester 2m	4 T	12
13	Webbing sling endless, polyester 3m	8 T	30
14	Webbing sling endless, polyester 4m	10 T	47
15	Webbing sling endless, polyester 6m	12 T	53
16	Webbing sling endless, polyester 4m	15 T	59
17	Webbing sling endless, polyester 10/16m	20 T	94
18	Webbing sling endless, polyester 20m	50 T	141
19	Webbing sling one-leg, polyester 2/3/6/8m	2 T	7
20	Webbing sling one-leg, polyester 2/3/8m	3 T	10
21	Webbing sling one-leg, polyester 10m	8 T	30
22	Webbing sling one-leg, polyester 10/12m	20 T	94
23	Wire rope sling one-leg, with hook 2m	2 T	12
24	Wire rope sling one-leg, with hook 1.2/3.5m	4 T	18
25	Wire rope sling two-leg, with hook 3.5m	4 T	35
26	Wire rope sling four-leg, with hook 1.2m	5.6 T	59
27	Wire rope sling four-leg, with hook 3.5m	6.3 T	70
28	Wire rope sling one-leg 4/8/10m	6.3 T	18
29	Wire rope sling one-leg 3/4/9.5m	8 T	24
30	Wire rope sling one-leg 3/8/16m	14 T	47
31	Wire rope sling one-leg 10m	21 T	82
32	Wire rope sling one-leg 4.7m	30 T	94
33	Wire rope sling one-leg 8.2m	50 T	117
34	Shackle	6.5 T	9
35	Shackle	8.5 T	10
36	Shackle	9.5 T	12
37	Shackle	13 T	18
38	Shackle	17 T	24
39	Shackle	25 T	30
40	Shackle	35 T	53
41	Shackle	42.5 T	88
42	Shackle	55 T	117
43	Shackle	85 T	141
44	Shackle	120 T	176
45	Beam L 3m	20 T	176

46	Beam L 9m	30 T	293
47	Beam L 9m	40 T	293
48	Beam L 3m	60 T	351
49	Beam L 12m/15m	65 T	410
50	Beam L 12m	100 T	468
51	Beam L 12m/24m (complex)	100 T	527
52	Beam L 8m	200 T	585
Item	TYPE OF GEAR	Unit	CHARGE per day or part thereof
53	Metal fence*	BGN per metre	5
54	Concrete fence**	BGN per metre	5
55	Calibration weight (16 units available)	EUR per unit per day	12
56	Fender	EUR per unit per day	106
57	Gangway	EUR per unit per day	47
58	Using of gear unmentioned herein		to be agreed

#### **EXPLANATORY NOTES to Table 6**

- 1. This table applies when the above gear is used for additional services beyond the normal technologic process, upon prior written request by the Customer.
- 2. Gear shall be received and returned by the Customer on the basis of a bilateral report signed by both parties.
- 3. Any possible damage to the hired gear or destruction or making it inadequate to function which has been caused by the Customer during usage of such gear shall be charged to Customer's account.
- 4. Within 2 working days of the possible damage (as described above), the two parties will agree in writing about the damage and the method of restoring the gear to the shape in which such gear had been hired. In case of any dispute about this agreement, the parties will seek to settle it amicably, and should this proves impossible, the parties shall claim their rights in a legal process.
- 5. Following usage of the gear, the parties shall confirm in a bilateral report the total time of usage by the Customer, subject to the above provisions.
- 6. Any costs of receiving and returning of the requested gear shall be for Customer's account.
- 7. The Port shall not be liable for any accidents or injuries which have occurred during operations with Port's gear while hired by the Customer.
- 8. \* The charge (item 56) includes erecting, dismantling and transportation of metal fence.

  \*\* The cost of installation, removal and transportation of concrete fence (item 57) shall be charged additionally at the respective price in Table 4 of "Terms & Conditions and Charges for Services provided by Port of Varna EAD" (in accordance with a statement for usage of port equipment with specified machine hours).

TABLE 7. ISSUING OF PERMITS (MAGNETIC CARDS)
FOR ACCESS TO PORT TERMINALS

Section I	Permits for access of motor vehicles to perform varied services relating to port operations, charges in BGN (VAT excluded)				
1	2	3	4	5	
Type of vehicle		Single entry	For 30 days	For 1 year	
1	Access of a vehicle to VARNA <b>EAST</b> port <b>terminal</b>				
1.1	Category M 1, 2, 3	15	130	618	
1.2	Categories N 1, 2, 3 and O 1-4	32	195	780	
2	Access of a vehicle to VARNA WEST port terminal				
2.1	Category M 1, 2, 3	12	100	522	
2.2	Categories N 1, 2, 3 and O 1-4	32	195	780	
3	<b>Combined access</b> of a vehicle to both VARNA EAST and VARNA WEST port terminals				
3.1	Category M 1, 2, 3	22	195	812	
3.2	Categories N 1, 2, 3 and O 1-4	36	260	975	
1	Issuing of a personal permit to enter the Port (including initial safety instructions)		per calendar year	15	
1.1	Reissuing of a personal permit to enter the Port as well as for unreturned temporary access pass due to the fault of permit holder (excluding initial safety instructions)		per permit	10,23	
2	Issuing of a permit for a single entry, when performing works by the Customer on Port's territory		per permit	1	

#### **EXPLANATORY NOTES to Table 7**

- 1. Issuing of permits for vehicles owned by companies, organisations and individuals to provide access for the purposes of performing various types of services relating to port operations shall be following the Rules for Control and Access Regime at Port of Varna EAD and with the Instructions for action when issuing different types of permits for access to the territory of Port of Varna EAD (IK-501 v.05/18), unless otherwise agreed.
- 2. Information regarding access and application forms for access of vehicles are available at the website of Port of Varna EAD, section "For Customers".
- 3. In case of violation of the provisions of the Rules for Control and Access Regime at Port of Varna EAD and the Safety Instructions for Traffic and Operations of Vehicles on the Territory of Port of Varna EAD (IK-514), i.e.:
- a) speed limit violation, parking and leaving a car in restricted zones, repairing, car washing and other actions in violation of the HSE regulations, then the measures in Item 6, Section VI of the Rules for Control and Access Regime at Port of Varna EAD the shall apply:
  - WarningWithdrawal of permit before expiryDenial of access for a period of 1 to 6 months
- b) for vehicle staying overnight without permission, the offender shall be charged:

- Category M and category M 1, 2, 3	BGN 30
- Categories N 1, 2, 3 and O 1, 2, 3, 4	BGN 40

3.1 For any damage to security equipment or components of the access control system (barriers, turnstile gates, fencing, etc.), those responsible for the damage will be charged:

- for minor damage (bent or broken barrier arm, pole or turnstile)	BGN 200			
- for medium-level damage (broken barrier arm, pole, turnstile, etc. plus deformation of brackets or mechanisms)	BGN 300			
- for major damage or breakdown of expensive components (cameras, controllers, etc.), the cost of damaged equipment shall be paid after examination and assessment by the Port's IT Department.				

3.2 The above charges do not include VAT owed in accordance with the current VAT Act and the Regulation for Application of VAT Act.

APPENDIX 1

#### MAKING AND SETTLING OF CLAIMS

- 1. Any claims relevant to execution of a contract with respect to operations, organization of technologic process or technical service shall be made in writing by e-mail at: <a href="mailto:headoffice@port-varna.bg">headoffice@port-varna.bg</a>, with a copy respectively to:
- Varna East Port Terminal (ts-east@port-varna.bg) or
- Varna West Port Terminal (office@west.port-varna.bg).
- 2. Any claims relevant to execution of a contract with respect to accidents or damages shall be made in writing by e-mail to: headoffice@port-varna.bg, with a copy to the General Average Officer (e-mail: claims@port-varna.bg; ppi@port-varna.bg) immediately after finding out such accident or damage, but not later than 4 (four) hours of the event.
- 3. In case that any accident, damage and/or deficiency is found by the Customer, the Customer shall notify the Port without delay in accordance with Item 2.
- 4. The Customer agrees that no damages will be claimed with the Port in case of minor events (damages less than BGN 1000), in view of the good business relationship and the insignificance of the damage.
- 5. Without prejudice to Item 4, when making a claim, the Customer shall present full set of documentation to ascertain the relevant event, after having properly fulfilled the above Item 2:
- 5.1. Description of the event: date, time, No. of General Average Act or Notice Receipt duly issued by Port's officials
- 5.2. Photos
- 5.3. Copy of correspondence with aggrieved parties (if any)
- 5.4. Contact person, correspondence address and telephone number.
- 6. Claims which do not contain the documents listed in Item 5, will be denied primarily, due to lack of documentation proving such event on Port's territory.
- 7. In case of claims which have been made within the above time limits, but do not allow inspection by Port's representatives (as to ships after ship's departure; or as to goods or containers after shipment of such goods or containers), such claims will be denied secondarily due to impossibility for bilateral recording and proving of the event.
- 8. In case of claims which have been made within the above time limits, but do not allow inspection by Port's representatives due to objective impossibility (ex. during ship's departure, or during goods shipment and leaving Port's territory), the Customer is required to submit a report issued by an independent survey organization and supported by photo evidence when making such claim.

### PORT OF VARNA EAD CONTACT DETAILS

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e-mail: headoffice@port-varna.bg

Web-site: www.port-varna.bg

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Variation Fact Doub Tamping						
Varna East Port Terminal						
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Storage Base	+359 888 59 69 53	zvicheva@port-varna.bg				
Varna West Port Terminal	69 32 61	office@west.port-varna.bg				
Operations Department	69 33 00	info@west.port-varna.bg				
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