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Port ADM Silistra

Terms and prices

Table of Contents



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General provisions	3
Transportation and forwarding services	5
Maritime and technical services	6
Stevedore, loading-unloading and other services with the exception of containers and container services.....	7
General provisions	7
Prices for stevedore and loading-unloading services	8
Bulk and liquid freight	8
Increase for unusual work conditions	9
Prices for warehouse services	9
Additional services	10
Surcharges	12
Terms and obligations for payment of services	13
Other provisions.....	15

1 General provisions

All prices under the present "Terms and Prices of Port ADM Silistra", owned by the port operator "ADM Bulgaria Logistics" EOOD, are indicative and may be subject to additional negotiation according to the specific conditions and/or provision of guaranteed annual volumes.

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for port "ADM Silistra"

- 1.1 The present "Terms and Prices of the services of **"Port ADM Silistra"**, hereinafter referred to as "Terms and Prices", regulate the procedures, conditions and prices of the services provided by **"Port ADM Silistra"** to freight providers, ship-owners and other clients for processing of freight from/to ships and road vehicles and other accompanying activities as well as other services that the Port is able to carry out with the availability of the relevant resources as well as the terms and conditions of the payment thereof by customers.
- 1.2 **"Port ADM Silistra"**, hereinafter referred to as the "Port", shall perform port activities and services under the national legislation of the Republic of Bulgaria.
- 1.3 These "Terms and Prices" shall apply to:
 - a) Transportation and forwarding services;
 - b) Maritime and technical services;
 - c) Stevedore and warehouse services;
 - d) Other services not specified elsewhere.
- 1.4 These "Terms and Prices" contain the terms and prices of the services in EURO (EUR, €) which customers shall pay in EURO (EUR, €) or the BGN equivalent recalculated on the official exchange rate of the Euro announced by the Bulgarian National Bank.
- 1.5 Prices under these "Terms and Conditions" are specified exclusive of VAT. In invoicing, the port charges VAT in accordance with the applicable Value Added Tax Act and the Rules for Implementation thereof.



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- 1.6 Prices under these "Terms and Conditions" shall be payable to:
 - a) Commenced tonnage of the gross weight of the freight (in cases where price per tonne is applied),
 - b) Time period (commenced hour, commence day period, month or longer time period),
 - c) Commenced square meter (in cases where price per square meter is applied) or unit,
 - d) Commenced man-hour (in cases where price per man-hour is applied).
- 1.7 The rounding off of the conversion of the Euro prices into BGN equivalent shall be to the second decimal.
- 1.8 The terms and prices of these "Terms and Conditions" are determined on the basis of an established pricing methodology in their formation and shall be subject to negotiation with the Clients, which form a significant port freight turnover.
- 1.9 At prices other than the prices specified in these Terms, the Client shall sign a contract or an annex to the contract in writing.
- 1.10 In the event of a change in the circumstances affecting the price of the Services, the Port shall have the right to amend and/or supplement these "Terms and Prices". This shall also apply in cases where the information provided by the client about the goods being handled is incomplete, incorrect or does not correspond to its actual qualities, properties, dimensions, etc. or these data are different from the usual ones for which the relevant adopted processing or storage technology is concerned.
- 1.11 The port services not specified in these "Terms and Conditions", including those in respect of freight having specific properties, dimensions and condition affecting the price of the service and/or the processing technology, shall be payable by negotiation.
- 1.12 The port may also provide a lump sum price for all expected operations and/or storage of a specific freight at the express written request of the client.
- 1.13 All ship-owners using port services under these "Prices and Terms..." shall be required to provide the Port, upon request, with information in accordance with the Law on Maritime Spaces, Inland Waterways and Ports of the Republic of Bulgaria (LMSIWPRB).
- 1.14 When the Port, at the express request of the client, processes the freight in the days which are official holidays for the Republic of Bulgaria, the prices shall be increased by 50%.
- 1.15 Changes in prices and terms may be made in the course of the year.



- (1) Freight providers shall be informed by their forwarding agents (agents) or directly 10 calendar days before making any possible changes.
- (2) If, within 7 days of the notification, the client has not stated in writing that he/she has comments on the changes, the "Prices and terms ..." then these shall also apply to the contracts already in force.

1.16 The present "Prices and terms for the activities and services performed in "Port ADM Silistra" are approved by Order No. 8/19.04.2017 of the Manager of "ADM Bulgaria Logistics" EOOD and come into force **on 01.06.2017**.

2 Transport and forwardingservices

2.1 Clients shall pay to the Port for the following Transport and Forwarding Services:

No.	SERVICE DESCRIPTION	Unit	Unit price
1	Issuing and filling in a bill of lading*	set	5.00
2	Issuing of „Report letter”	letter	3.00
3	Placing of seal	nos.	2.50
4	Placing of bracket	nos.	1.60
5	Information for the processing of ships and freight		
	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	Notification form	nos.	3.00
7	General form	nos.	3.00
8	Arrival information	nos.	3.00
9	Issuing of copy of the protocol of meteorological check of the weighting device	set	5.00

Note: * When the bill of lading is provided by the client, the cost of filling and issuing is reduced by 50%.



3 Marine and technical services

3.1 The ship through its agent pays a fee for the draft survey mooring/unmooring according to the following table:

Mooring/unmooring	Price
For ships up to 3,000 GRT	190
Draft survey	
Total price for complete service for original and final draft	150
Intermediate or single draft survey	100

- 3.2 When a vessel enters the port for processing at the request of freight provider/client and reservation (taking) of berth due to unsecured freight and/or documents, the freight provider/client shall pay compensation to the Port at 450 Euro per hour. Compensation shall be payable by the client and on reserving the quay more than 4 hours after completion of the handling.
- 3.3 In addition to the indemnification under Art. 4.6 the freight provider/client shall also pay the costs related to the non-productive stay at the port facilities, plant and labour force.
- 3.4 When a ship (vessel)/float facility is secured on a working or non-working quay, a price shall be negotiated according to the type and size thereof.
- 3.5 The ship-owner, through its agent, or the client requesting the service, shall transfer in advance to the Port account an amount equivalent to 80% of the approximate amount of services rendered prior to the ship arriving at the quay. For the remainder of the amounts due, the ship-owner and/or the client shall sign a "direct debit transfer order", which shall form an integral part of the contract signed between him or his representative and the Port. The balance of the total due amount shall be paid by the client/ship-owner/agent within 5 days from the date of issue of the invoice.
- 3.6 Payments with the ship-owners shall be made in accordance with Art. 1.7 of these "Terms and Prices".
- 3.7 Advance payments transfers under item 4.15 shall be credited to the port bank account at least 24 hours before the actual start of work on the specific service.
- 3.8 In the event of overdue payments of more than 10 days by clients, the Port shall have the right to suspend the receipt, handling and dispatch of freight and the servicing of vessels.

4 Stevedore, loading-unloading, warehouse and other services

A) GENERAL PROVISIONS

- 4.1 The prices in this section refer to the following types of activities:
- a) Stevedore services - loading or unloading of, or respectively, ships;
 - b) Carriage by port transportation vehicle;
 - c) Servicing of ship transhipping facilities.
- 4.2 Prices for stevedore/loading/unloading operations under this section are indivisible.
- 4.3 In general, there are three options for handling cargo:
- a) Indirect option - the freight is handled according to the scheme Ship - Quay / Storage / Stiff Road Vehicle or vice versa;
- 4.4 The price for the particular loading/unloading operation is indivisible.
- 4.5 The amount of the prices under the preceding paragraphs shall be increased by the expenses for fire protection, environmental protection and other regulated expenditure, except for the technologically approved ones.
- 4.6 In the event of establishing deliberate lowering of the weight of the freight by the client, the latter shall pay the prices of the services in triplicate.
- 4.7 The freight provider (freight receiver) and/or his agent (freight forwarder) or the client, servicing the freight shall transfer an amount equal to 80% of the approximate amounts for the services rendered to the account of the Port prior to the ship arriving at the quay. For the remainder of the amounts due, the freight provider (freight receiver) and/or its agent (freight forwarder) or the client, servicing the freight shall sign a "direct debit transfer order" which is an integral part of the contract concluded between him and/or his agent and the port. The balance of the total due amount shall be paid by the client within 5 days from the issue of the invoice.

B) PRICES FOR STEVEDORE AND LOADING/UNLOADING SERVICES

- 4.8 **Bulk freight – price per metric tonne**



No.	Description	Indirect
1	Grist-export	5,50
2	Bran	7,20
3	Barley, corn	5,70
4	Wheat, cole	5,50
6	Sunflower, soya	5,80

*The specified prices for handling cereal freight through the Silo complex are indicative and subject to additional negotiation according to the specific terms and annual volumes.

Additional increases on the respective transshipment fee.

- 4.9 In the event of unusual working conditions and unusual condition and type of freight, the above prices shall be paid with an increase.
- 4.10 The actual amount of freight handles under unusual work conditions and the unusual condition and type of cargo shall be established by a Port-to-Client Act (or its agent / forwarder). The port has the right to discontinue the loading and unloading operations when the client refuses to sign the act.

B) PRICES FOR WAREHOUSE SERVICES

- 4.11 For storing of freight in the Silo complex a price (in Euro) shall be paid as of the first day as follows:

No.	Type of good	Price for storing in a silo for 24 hour period
1	Wheat, barley, corn	200
2	Sunflower, cole	200

D) ADDITIONAL SERVICES

- 4.12 Additional services are such which are not included in the main transshipment operations under Section B.



- 4.13 Additional services shall be paid separately from the main transshipment operations of the prices specified in this section.
- 4.14 Materials for reinforcing freight and containers in ships, wagons and cars shall be supplied by the customer;
- 4.15 The water for the washing of freight spaces on vessels or other means of transport shall be provided by the port at the expense of the party requesting the service;
- 4.16 Antifreezing agents shall be supplied by the client;
- 4.17 For the use of port mechanical devices at the time of work or admission of stay due to client's fault, the prices in the Table shall be paid.
- 4.18. When handling vessels with bulk freight where the sheath is deformed and does not allow mechanical loading of the freight, additional cleaning (by hand or by brush) shall be charged according to Table No. 1 with a 30% increase, which shall be collected only for the amount of freight requiring handling with more staff.

No.	DESCRIPTION	Unit	Unit price	Note
1	Entry and weighting – wheat, corn, barley	Euro/mt	2.40	
2	Entry and weighting – sunflower, cole	Euro/mt	3.00	
3	Exit and weighting – wheat, corn, barley	Euro/mt	2.40	
4	Exit and weighting – sunflower, cole	Euro/mt	3.00	
5	Cleaning – wheat, corn, barley	point/mt	0.30	
6	Cleaning – sunflower, cole	point/mt	0.30	
7	Drying – wheat, corn, barley	point/mt	3.50	
8	Drying – sunflower, cole	point/mt	4.00	
9	Ventilation	Euro/mt	2.00	
10	Pontoonservicesfor commercial ships:			
	By 6 hrs.		25.00	
	6 – 12 hrs.		45.00	



	12- 24hrs.		55.00	
	Stay over 24 hours, for each consecutive 24 hour period		45.00	
	For pumping out of bilge water from vessels	per commenced hour	35.00	
11	Cleaning of vessels.	sq.m.	0.50	
12	Washing of vessels.	sq.m.	1.00	
13	In case of cleaning of a vessel from other waste different from the handled freight	per commenced hour	110.00	
14	Weighting	Euro /truck	4.60	
15	For sampling of goods (freight)		45	
16	For occupying berth without transhipment	per linear meter	1.00	
17	For occupying berth for over 2 hours after completing transhipment	per commenced 24 hour period	100.00	

Note:

1. "Hour" is the period of time between a certain minute of the astronomical hour and the same minute of the next astronomical hour.
2. "24 hour period" is the period of time between a certain hour from one astronomical day to the same hour of the next astronomical day.
3. The time of stay of each ship shall be aggregated throughout the day, regardless of the number of departures and voyages from/to the pontoon.

4.18 All additional services unlisted in these "Terms and Prices" are subject to clarification with the Port.

E) SURCHARGES

4.19 The port surcharges for the following as shown below for the specific conditions:



No.	DESCRIPTION	Surcharge on the basic price of the service %
1	Expenses for fire protection, environment protection, etc.	20
2	Services during non-working days/days of rest	50
3	Services during official holidays	100
4	Overtime	20

4.20 In the event of unusual working conditions, impeding the established handling of goods to a degree that significantly affects the price of the service and the execution time, the Port has the right to apply an increase of at least 100% on the basic transshipment price.

5 TERMS AND OBLIGATIONS FOR SERVICE PAYMENT. STAY AND PREMIUMS FOR WORK COMPLETED IN ADVANCE

- 5.1 The Services under these "Terms and Prices" shall be paid to the Port by its clients or their forwarders (agents) with whom a contract has been signed or another written arrangement has been reached. Upon signing a contract, the client shall present a Single Identification Code.
- 5.2 Payments between the Port and its clients shall be made in accordance with the applicable legislation of the Republic of Bulgaria. In the event that there are no separate agreements between the Port and its clients regarding the conditions of payment of the services rendered by the port, the clients (their forwarders or agents) shall settle the payments on the delivered invoices within 5 days from the date of issuance of the invoice, except on invoices for advance payments.
- 5.3 The Port requires from its clients an advance payment for the services it performs in cases where this is agreed or expressly provided in these "Terms and Prices".
- 5.4 In this case, the Port and the client shall agree in advance on one of the following forms of this payment:
- a) Direct transfer to the bank account of the Port;
 - b) Letter of credit;
 - c) Order for direct bank debit transfer.



- 5.5 Depending on the type of services and the options of work, the amount of the advance payments shall be as follows:
- a) For cargo handling - import / export:
 - 1) Direct option –for import and export of freight
 - a.100% of the amount for the Loading-unloading price - „direct” column of the tariff tables;
 - 2) Indirect option for freight import– approximately 90% of the amount for the „indirect” column of the price tables;
 - 3) Indirect option for freight export:
 - a.100% of the amount for the „indirect” column of the price tables for small batches or such with short term of concentration;
 - b.for larger batches or such with longer term of concentration– negotiable, but not less than 50%.
 - b)For shipment of export freight from the warehouse:
 - a.Unloading of ships and road transportation devices – 50% of the “indirect” price for the specific group of freight;
 - b.Loading of ships or road transportation vehicles – the remaining 50% of the “indirect” price for the group of freight.
- 5.6 The difference between the value of the advance payment and the amounts actually due shall be paid by the client (its forwarder) after the completion of the unloading (loading) of the ship's batches, unless otherwise agreed in advance. The settlement of the amounts due between the Port and the client (its forwarder) takes place after the client or the shipper signs a "direct debit transfer order" which is an integral part of the service contract.
- 5.7 For services performed for receiving and unloading freight from vessels and road transportation vehicles, the Port shall issue invoices in accordance with these "Terms and Prices" and submit them to clients the next day following the final completion of the unloading of the vehicles.
- 5.8 For shipping and freight forwarding costs, the Port shall issue invoices in accordance with these "Terms and Prices" and submit them to clients within five business days of the dispatch thereof.
- 5.9 The value of the warehouse service for storage of freight per tonnage /24 hour period shall be paid no later than the date of acceptance by the Port of "Order of loading" or "Order of dispatch", respectively. When storage lasts for more than 15 calendar days, the value of the warehouse service is due every 15 days, and the client shall sign a "direct debit transfer order" in favour of the Port.

- 5.10 The prices per tonne determined by these "Terms and Prices" shall apply to the actual gross weight of the freight declared in the manifest, respectively in the bill of lading or established by the port.
- 5.11 Packaging weights and means for reinforcement or protecting freight from atmospheric influences shall be included in the gross weight of the freight.
- 5.12 For services not specified in these "Terms and Prices" or requiring the provision of additional specific conditions for the execution thereof, clients shall pay prices corresponding to the prices for the most similar service under these "Terms and Prices", unless there is a previously agreed between the port and the clients specific price.
- 5.13 In the event that no special agreements regarding the terms of payment of the port services are signed between the Port and its clients, the clients (their forwarders, agents) shall be obliged to settle the payments on the delivered invoices in accordance with these "Terms and Prices".
- 5.14 Advance payments shall be credited to a bank account at the port no later than two days prior to the actual performance of a service. Unless otherwise expressly stated in these "Terms and Prices", the client shall pay 80% of the service value in advance, signing for the remainder a "direct debit transfer order" which is an integral part of the Port-client agreement and/or its agent (forwarder, agent or other authorized natural and/or legal entity).
- 5.15 In case of late payment (default over the specified time periods in these "Terms and Prices"), the client shall pay to the Port a compensation amounting to the legal interest rate.
- 5.16 In the case of overdue payment by clients, depending on the type of outstanding service, the Port shall be entitled:
- a) to stop the receiving of the new freight quantities;
 - b) to stop the handling of the ship;
 - b) to stop the forwarding of freight.
- 5.17 In order to suspend the performance of a port service (within the meaning of the preceding paragraph), the Port shall give written notice to the defaulting client, stating the reasons thereof.
- 5.18 The Port shall have the right to request special collateral for the payment of due fees for port services when necessary, at Port's discretion, such as depositing a security, establishing a bank guarantee, pledge, etc., or issuing a promissory note.
- 5.19 In case of settlement of the ship's handling bills and its stay on the quay, in accordance with the Code of Commercial Shipping, the Port shall have the right to request the detention of a specific ship.

5.20 If, for the services performed by the Port, the client claims an invoice, the latter is obliged to pay immediately the full amount on the invoice, and the part of the disputed amount of the invoice should be claimed in writing following the due procedure.

6 Other provisions

- 6.1 For all matters not expressly settled in these "Terms and Prices", the provisions of the Bulgarian legislation in force and the relevant applicable international norms, the Customs and the Rules of the Port shall apply.
- 6.2 The interpretation of the rules and regulations in these "Terms and Prices" is an exclusive right of the Port.
- 6.3 In the event of a conflict between the provisions of these "Terms and Prices" in the Bulgarian and English language versions, the Bulgarian language version shall prevail.

