

General Terms: PB Management

All business undertaken is subject to the PB Management Freight Conditions of Carriage and the PB Management Passenger Conditions of Carriage.

General Terms of Business

Accounting-Credit Accounts

1. PB Management will issue to the freight customer ("the Customer") an invoice in respect of each booking made under an authorised credit account. Payment terms will be stated on each invoice.
2. No claim of any kind against PB Management shall be set off against any payment due and payable by the Customer to PB Management under these terms.
3. Credit facilities, if offered to and accepted by the Customer are for the carriage and incidental charges payable to PB Management. Credit facilities do not extend to amounts due to local customs and excise authorities in the port of arrival in respect of customs duty or value added tax. It is the responsibility of the Customer to ensure that sufficient funds are available at the port concerned for duty and tax to be paid.
4. If the Customer is in default in making a payment under these terms or exceeds its credit limit or fails to comply with these terms in some other way, then PB Management may at its discretion, cancel the Customer's credit account at which time all amounts from the Customer to PB Management shall become payable immediately upon written demand from PB Management. We also reserve the right to charge interest of 2%(two) percent on late payments.
5. If the Customer does not have or has been refused a credit account by PB Management all charges due in relation to any bookings made must be paid in full in advance of shipment.
6. Credit facilities will not be offered for passenger bookings where all charges must be paid in advance of travel.

Boarding Cards and Quoted Rates

7. Each booking made with PB Management by the Customer represents a separate contract of carriage and will be evidenced as follows:
 - A. Unaccompanied Traffic. A completed Goods Receipt Note (GRN) and/or Non Negotiable Liner Sea Waybill (SWB)
 - B. Accompanied Freight Traffic. The Driver(s) accompanying the goods will receive a Ticket and/or Non Negotiable Liner Sea Waybill and Boarding Card at check in which will indicate the number of passengers accompanying the goods, describe the goods, its dimensions and weight together with the details of any hazardous cargo carried.
 - C. Passengers in a vehicle and passengers travelling without a vehicle (foot passengers) will receive a Ticket and Boarding Card at check in.

Unless a GRN,SWB or Ticket together with the accompanying Boarding Card has been issued, there is no contractual relationship between the Carrier, as defined in PB Managements Freight and passenger Conditions of carriage and the Customer or Passenger(s).

8. PB Management will, on request, quote rates to Customers and Passengers for the services it offers, which will apply to any GRN or Passenger Ticket(s) and Boarding Card(s) issued prior to any withdrawal or variation of these rates and will be subject to the terms and conditions of the PB Management Freight and Passenger Conditions of Carriage.

Withdrawal

9. PB Management may at its sole discretion withdraw any credit account or quoted rate at any time. However, withdrawal will only apply to future consignments and PB Management will endeavour to give reasonable notice to the Customer of any intention to withdraw.

Notwithstanding the above, PB Management may impose surcharges as described in its Freight and Passenger Conditions of Carriage at any time without notice.

Law and Jurisdiction

10. The provisions set out in these General Terms of Business shall be governed by and in accordance with Bulgarian law and any dispute arising under/or in relation hereto shall exclusively be determined by the District Court of Burgas, save for matters relating to unpaid freight and/or related charges which may be pursued before a court or a tribunal in a jurisdiction at PB Managements discretion and the law at such place will then be applicable.

General

11. The benefit of each contract of carriage with the Customer may be assigned by PB Management.
12. No failure or delay by PB Management in enforcing any provision of these Terms shall be construed as a waiver of that provision or of any other provision of these Terms.
13. The Carrier will not undertake any checking, recording or reporting with regard to seals on Articles of Transport and the Carrier does not accept any responsibility whatsoever for, or as a consequence of, defective or missing seals on Articles of Transport.
14. These terms shall come into force on 1st August 2014.