

GENERAL TERMS OF TRANSPORTATION OF THE MOBY S.P.A, MILAN

The following general terms of transportation are available at all ticket desks, Moby S.p.a. company offices, Moby Lines Europe GmbH and travel agencies. The term "passenger" designates any person transported in accordance with the present general terms of passenger and vehicle transportation. The passenger is asked to observe the transport company's and the ship commander's Italian and foreign regulations and orders (both those of the contractual transport company and the transport company actually carrying out the transport). The term "transport company" and/or "carrier" refers to the company Moby S.p.a. with registered office in Largo Augusto 8, 20122 Milano, Italy or to the company carrying out the transport. Moby S.p.a. expressly reserves the right to assign the transportation job to other ships belonging to our company or to other western European shipping companies, even after the signing of the contract.

If the contractual company does not carry out the transport, the company carrying out the transport assumes responsibility for the transportation pursuant to article 1681 cod. civ. [Italian Civil Code]. Therefore, the passenger also has the right to proceed against the latter. Further, in case of complaints concerning the contractual company or the company carrying out the transport, the passenger may contact Moby S.p.a. Complaints will not be taken into account if Moby S.p.a. Milano has not received it within 30 days after the date of departure (by ship).

1.-TRANSPORT REGULATIONS: The purpose of the contract consists in transportation pursuant to article 396ff. cod. nav. [codice della navigazione - *Shipping Code*]. The name of the ship conducting the transportation serves merely as a vague point of reference, since the transport company may use another ship or a ship from another transport company. The transport company does not assume liability for losses that passengers have to sustain due to delay or cancellation of the transportation, events that are caused randomly, by force majeure, bad weather conditions, strikes, technical faults due to force majeure or other reasons beyond the company's scope of influence. The commander is entitled to change the intended course of the ship if events occur that may put the safety of the ship and the passengers at risk. The published offers and conditions may be subject to changes until the boarding cards are distributed. With regard to liability regulations concerning the transport of passenger, vehicles and other, which is not included into these general terms and conditions, we explicitly refer to the applicable provisions of the Italian Shipping Code. Passengers are responsible for their luggage and the items contained therein until the moment of embarkation. The scheduled crossing times are approximated values and their calculation is based on the distance between two ports and good weather conditions. Published timetables and prices are subject to change. The transport company does not assume liability for delays due to measures taken by port staff.

2.-VALIDITY OF THE TICKET: The ticket is issued under a name, is non-transferable, and is valid for only those crossings specified on the ticket. The passenger is to keep the ticket and present it on request of an officer or a representative of the transport enterprise. Should the passenger not be in possession of a valid ticket, twice the regular ticket amount will be charged and compensation for damages was claimed. Letters of confirmation issued from travel agencies for crossings cannot be accepted. For incorrect information on the number of persons, vehicles, etc., the balance is to be paid immediately. In case of incorrect information on lengths, widths and heights given, passengers may be placed in a waiting list and embarkation can be refused. By the order of the ticket, the client has to control and verify his data and facts in his reservation and has to check, if all vehicle-specific data match with the vehicle registration. Open date tickets cannot be issued. For bookings performed in Italy the Italian travel conditions apply. Moby doesn't take over any responsibility for a wrong ticketing.

3.-CANCELLATIONS/REIMBURSEMENTS: Surcharges and other costs won't be refunded. Cancellations must be submitted in written form and confirmed by MOBY before the intended date of departure (also possible on journey at any travel agency with a Moby ticket sales point). Fees will be charged, independent of whether the tickets have been issued or not. These are as follows (day of cancellation will not be counted): SARDINIA and CORSICA: down to 30 days before departure: 10% of the travel price; 29 days - 48 h before departure: 20% of the travel price; from 48 hours to 4 hours before departure: 50% of the travel price. Should the person not appear or cancel at a later date or the ticket has been bought the same day as departure day a 100% cancellation fee is charged: ELBA: down to 30 days before departure: 10% of the travel price; 29 days - 10 days before departure: 20% of the travel price. Should the person cancel later no refund will be paid. The ticket, however, can be used against a previous booking for a crossing to Elba (only routes as booked originally) during the year of issue (possible seasonal changes, etc. must be recalculated). If the cancellation has not taken place this right ends. **PEX RATES, "BEST OFFER": see also point 6.** Requests for reimbursement have to be made in writing and within 30 days following the date of departure. Reimbursement applications can only be filed with the agency where the ticket was bought upon presentation of all original documents, which must be certified with date, stamp and signature on the ticket by a travel agency, by Moby, the port agency in charge or the purser (for each way).

4.-LOSS OF THE TICKET: The booking or port office must be informed immediately of loss or theft of a ticket. Replacement tickets may only be issued on condition that the lost ticket has not been used, a reservation has been made and the passenger can provide proof of identity by passport or identity card. Generally € 10,00 will be charged immediately for the issue of a replacement ticket as a processing fee at port office.

4a.-Failure to receive ticket in the case of online bookings (Addition to article 4): If the customer does not receive a valid ticket, for reasons that the transport company is not responsible for, e.g. entry of an incorrect e-mail address, disruptions to internet or mobile telephony connection of the customer or technical dysfunction of the customer's device, the booking centre must be informed of this immediately by e-mail at info@mobyline.com. A ticket copy can only be issued on the condition that the original ticket has not yet been used and on payment of a processing fee of € 10,00.

5.-BOOKING CHANGES: Per each change (required in written form) a fee of € 10,00 is charged if not specified otherwise in the terms & conditions (in addition to the possible necessary extra charge for changes in the seasonal period, number of persons or change in vehicles). Modifications - if permitted - are possible until 90 minutes before departure, however only for dates which are stated in the current Moby brochure. Changes of destination (for example Sardinia to Corsica or Corsica to Elba) are not allowed. From 9 days before departure date on, the ticket price does not change if due to a change in season the final price of the new booking is lower than the originally reserved trip, i.e. the original value of the booking will be calculated. **For PEX RATES, BEST OFFER see also point 6.** For booking changes performed in Italy the Italian travel conditions apply. Tickets which have been changed manually and do not have a MOBY stamp will not be accepted. For partial cancellations (e.g. decrease in the number of persons, cabins, etc.) fees as shown at points 3 and 6 will be charged.

6.- SPECIAL TARIFF: All prices and offers printed in the brochure were valid on 18.05.2011 (day brochure was printed). Subsequent reductions in price and/or the addition of special tariffs (even for a limited time) during the season by the transport company are possible, but cannot be



retrospectively applied to already existing bookings. **In addition, the extra terms of application being advertised each time with the special tariffs shall apply. Surcharges and other costs won't be refunded.**

CORSICA and SARDINIA: they can only be cancelled against 100% cancellation costs. With the special tariff "BEST OFFER" 100% cancellation costs will be charged on all categories/people listed in the reservation in case of a cancellation being made. No reimbursements for not appearing for the whole or partial journey. Amendments and name changes are possible up to 90 min. before departure (fees per partial trip € 10,00 for Corsica routes and € 25,00 for Sardinia routes) plus the possible difference between the former price and a necessary higher price. **ELBA, SARDINIA VIA CORSICA (SARCORS):** the reservation/ticket cannot be changed, amended or refunded. In case of cancellation, the entire ticket price is charged. Our special tariff "Best OFFER" is only valid in case, a booking is done also for a motorized vehicle, and applies exclusively to motorcycles or passenger vehicles of cat. 1 - 3, which are not longer than 5 m and not higher than 2,20 m, even not for roof baggage or bicycles. Empty or loaded vehicles and any delivery vehicles, which are designated for freight transport are not allowed. This offer does not apply to campers, minibuses, motor homes etc. If realized at embarkation that a motorized vehicle is missing or the vehicle is a special motor vehicle, additional payments plus penalty will be demanded.

7.-CHECK-IN: Before boarding the ship all passengers and vehicles must check in latest 30 minutes for passengers and 90 minutes for passengers traveling with vehicles. For later presentation we cannot guaranty the transportation.

8.-VEHICLES/SPECIAL CHARACTERISTICS: Please obey the specified vehicle categories and indicate while booking your vehicle license plate number. You can find the detailed description in our brochure and in the internet - we ask you to strictly observe them. A) Gas-driven vehicles must be registered extra with booking and embarkation. B) Vehicle's alarm systems and anti-theft devices must be switched off on the ship. The driver is responsible that the hand brake is adducted, a gear is shifted, the lights are switched off and the vehicle is locked. C) When supplying information about length, width and height we require the overall dimensions of the individual dimensions including possible rear or roof carriers. In case of wrong information and/or non-compliance with the regulations, additional payments plus penalty will be demanded (50 €). A waiting list can be necessary and the embarkation can be refused. Trucks, delivery trucks (longer than 6m) and vehicles with more than 1500 kg of burden are not considered as special vehicles but as freight vehicles. Those must be booked separately. Bicycles can be carried - please consider the description on page 9 and in the appropriate price lists. With reference to Article 412 and 435 of the of the Italian Merchant Shipping Act possible vehicle damages or other events originated from our ships must be reported before the debarkation. The passenger must claim the damage to a responsible officer, so that a damage standard form can be filled in and signed. Without this form a refund is not possible.

9.-PETS: Dogs and cats must be inoculated (Inoculation passport necessary). Please observe the entry regulations of the countries. Dogs must be tied on a leash and must carry a muzzle on board. On the most ships, special kennel areas are available, please ask the staff on board where you can find them. If all kennels are distributed, customers have to stay with the dog in the outdoor area of the ship. Please note: it is not allowed to leave your pets in the car, to take them with you into the cabin and lounge area or to let them at the interior public areas of the ship.

10.-CARRYING WEAPONS: In accordance with the regulations for sea traffic D.P.R. No. 328 of 15/02/1952 Art. 384 the passenger must hand over all weapons and munitions to the ship commander on embarkation. For persons who carry weapons or munitions due to their profession

(registration necessary), entry can only occur for serious reasons and after prior checking with written declaration. The non adherence to the obligation to inform about weapon transport is punished as an infringement according to the shipping law Art. 1199, Para. 2 if no criminal offence occurs.

11.-PASSENGER DETAILS: In accordance with L.D. No. 251 from October 13, 1999, and in connection with EU-Instruction 98/41 from June 18, 1998 and due to anti-terrorism regulations and the ISPS Code, we have to notify to our customers of the following: ART. 4 PASSENGERS INFORMATION - Each passenger who requires special help or assistance in emergency situations must immediately set into knowledge the transport enterprise of this fact while booking and embarkation. All passengers must provide the following information when making reservations: surname, first name (or initial), sex, age category (baby, child, adult). All changes related to the abovementioned information which may occur between the time of reservation and the crossing must be provided immediately. The personal data will only be used during the foreseen times and in conformity with the EU Instruction. The traveler is liable for observe the entrance regulations of the individual countries, e.g. for journeys to/from Corsica a passport or identity card (even for children) is required. Costs which occur due to missing travel documents will be charged from the passenger. Passengers who need help for embarkation (persons with reduced mobility or wheelchair users) are obliged to contact at least 2 hours before boarding our staff in front of the ship, so that appropriate arrangements can be prepared (parking place near the elevators, etc.).

12.-CABINS AND COACH SEATS: Passengers with reservations for cabins and coach seats must register at the ship's reception desk immediately after embarkation. 90 min. after departure, the seats or cabins not seized are passed to passengers who registered in a waiting list at the reception of the ship. Clients have to leave their cabins 1 hour prior to arrival. On board purchased cabins are calculated with an extra charge of 10 € to the actual valid tariff.

13.-PORT TAXES, LOCAL TAXES, SUPPLEMENTS AND SURCHARGES are included in the price. **Surcharges and other costs won't be refunded.** Changes can be made at any time up to the issuing of the ticket.

14.-SECURITY AND COSTS ISPS: In compliance to the international code ISPS related to the norms of anti terrorism, the passengers are informed that security controls for passports, vehicles, luggage can be done at the port or on board of our vessels. The transport enterprise points out that the costs for ISPS can be increased on behalf of the port authorities also after brochure print. For your safety: during the resting period in the ports, it is recommended to observe a safety distance of 50 meters to the ships.

15.-EMBARKATION: After embarkation you cannot leave the ship, neither people nor vehicles. Please take all items necessary for the crossing out of the vehicle as the garage decks will be closed after departure and access won't be possible then. The shipping company is not liable for valuables or vehicle equipment. If the ferry has separate passenger entrances, the vehicles may only be driven into/from the garages by the drivers.

16.-DECLARATION REGARDING THE VALUE OF THE VEHICLE CARRIED ALONG: It is pointed out, that - limited to the direct material damage to the vehicle carried along that occurred during the transportation and due to the fault of the transport enterprise, differing from Art. 423 of the law on shipping - the "Moby" waives the entitlement to the compensation limit of 103,29 €, as long as all other legal and contractual conditions are fulfilled that entitle a claim to compensation for such damage. This will therefore be compensated integrally, without any upper limits. The waiver mentioned above makes the submission of a declaration concerning the value of the vehicle carried along in superfluous.



17.-TRANSPORTATION OF PREGNANT WOMEN: Pregnant women must provide the boarding officer with a medical clearance certificate explicitly for this journey, which must not be issued earlier than 48 hours before departure. With embarkation it is accepted that specialist and medical help as well as the appropriate structures for possible emergencies connected with the pregnancy are not available and it could be difficult to obtain external help due to the features of maritime transport. The passenger exempts Moby and their personnel from any responsibility in this context.

18.-CHILDREN AND YOUNG PEOPLE from the age of 12 up to and including 17 shall be allowed to travel alone, if a corresponding permission of a legal guardian has been submitted (the document must be in Italian language and comprise a copy of the legal guardians ID or passport) or if an adult group leader accepts responsibility. Children under the age of 12 will only be allowed to travel if accompanied by an adult. Going to Corsica, minors must present valid identification papers. The transport of children less than 4 years of age is included in the price. However, they do not have the right on a seat or a cabin bed. Children from 4 years of age to 11 inclusive may travel at a 50% discount of the passenger rate (without taxes, surcharges).

19.-VEHICLE LICENSE PLATE NO: Due to existing security regulations, ferry companies have to inform the port authorities about the vehicle license plate no. of each vehicle. Therefore passengers are obligated to indicate this with booking. In case that this wasn't done, it can be done while embarkation. It is not necessary for transits to/from Elba at this moment.

20.-LOST OBJECTS: If the passenger forgets or loses personal objects on board, he can address himself to the reception of the ship. If debarkation already has taken place, the passenger can download a standard form from Moby's Homepage and send it filled in by e-mail to oggetti.smarriti@moby.it. The corresponding department will effect investigations and inform about the result. The shipping company doesn't give refunds for objects lost or forgotten on board.

21.-MEDICAL CARE: A doctor is on board during our longer crossings, who helps in emergency or with breaking out sickness. However, s/he is not responsible for sick people, who generally require medical care during the journey. There for a suitable person must be taken along and a doctor's certificate (not older than 48 hours) must be presented on demand. The carrier can refuse carriage if an appropriate certificate is not

presented or in case of illness arising before or during embarkation. Also passengers, who can be a danger to themselves and others, e.g. through non-registered illness, under the influence of alcohol, hallucinogenic etc. can be refused to embark and/or the passenger can be made liable for all damages caused to the ship, carrier or third parties.

22.-UPDATES: We reserve the right to introduce changes to the general terms of transportation for passengers with or without vehicle, prices or departure details after the brochure has gone into print and to publish these changes on the internet under the following address www.mobylines.com.

23.-GROUPS: Moby issues particular group conditions and rates. These are gladly communicated on inquiry.

24.-FREIGHT: Trucks, delivery vehicles (longer than 6m) and vehicles with more than 1500 kg of burden or empty or loaded vehicles and any delivery vehicles, which are designated for freight transport are not considered as special vehicles but as freight vehicles. Those must be booked separately. Please send your requests by mail: info.merci@moby.it or by fax to 0039 0586 209909.

25.-PROCUREMENT CLAUSE: MOBY Lines Europe GmbH, Wilhelmstrasse 36-38, 65183 Wiesbaden, Germany is merely responsible for the procurement of shipments to the transport company MOBY S.p.A. with registered office in Largo Augusto 8, 20122 Milano, Italy. Thus, the parties actually entering the contract are the passenger and the transport company Moby S.p.A. For shipping, only MOBY S.p.A.'s general terms of transportation for the transport of passengers with and without vehicle apply in their respective valid version. MOBY Lines Europe GmbH, Wiesbaden, Germany assumes responsibility exclusively for proper receipt and processing of the orders. MOBY Lines Europe GmbH, Wiesbaden is not liable for the execution of the transportation contract.

27.-JURISDICTION: For the transport of passengers with and without vehicle, Italian law shall be applicable. The legal venue is Milan (Italy).

28.-INSURANCE: We recommend a cancellation insurance of Hanse Merkur Reiseversicherung AG, bookable directly with your  ferry booking or on Internet www.mobylines.com.

Moby S.p.A., Largo Augusto 8, 20122 Milano, Italy

WE ASSURE YOU A LOVELY HOLIDAY!

TRAVEL CANCELLATION COSTS INSURANCE

can be booked a maximum of 21 days after booking the trip, for reservations departing within 30 days the insurance must be taken out at time of booking.



PREMIUM PER VEHICLE*

9,00 €

*Vehicle trains (e.g. car with caravans) are counted as one vehicle.

Additional insurance (only for German nationals) can be booked at www.mobylines.com. There, you will also find the insurance conditions.

- contractual cancellation costs with non-departure through unexpected serious illness, serious accident or death
- the above mentioned events additional outward journey costs, if due to departure is delayed
- additionally, unemployment after termination for operational reasons and reemployment after unemployment is regarded as insured
- Excess: if occurrence of the event insured is brought on by an unexpected serious illness with out-patient treatment, excess amounts to 20% of the recoverable amount, however at least € 25 per vehicle or vehicle trains insured. No excess in all other cases.