

# EXTRACT GENERAL TRANSPORT CONDITIONS

The document in presence is an excerpt out of the general terms of transport. The complete regulation is published on board, the ticket counters in the ports as well as in the offices of the society and is readable in the internet ([www.tirrenia.it](http://www.tirrenia.it)). The ticket purchase means for the passenger the acceptance without reserve and legally binding of the general terms of transport and the consent to the processing of personal and confidential data in the compliance to legal decree D.lgs.196/2003.

## TRANSPORT CONDITIONS

Subject matter of the contract is the transport of passengers and their luggage, regulated by these General Transport Conditions, article 396 et seqq. Italian shipping right, the regulation (EU) 1177/2010 and, where applicable, the regulation (EC) 392/2009 when applicable. The transport of vehicles is regulated by the Italian law on the transport of items at sea (article 410 et seqq. Italian shipping right), these General Transport Conditions and, where applicable, the regulation (EC) 392/2009 when applicable. Indication of the vessel used for transport is a reference indication only, as it may be possible that Transport Company will utilise a different vessel with other characteristics and/or vessels of other transport companies. Transport Company does not accept any liability for damage passengers incurred due to delay or non-transport if the situation arose coincidentally due to force majeure, bad weather, industrial actions and technical defects caused by force majeure or which arose due to other reasons Transport Company is not responsible for. The captain shall always have the right to change the route in case of events that might endanger safety of the vessel or the passengers. As regards liability provisions concerning the transport of passengers, their luggage and vehicles which are not included in these General Conditions, explicit reference is made to the applicable provisions of the Italian Navigation Code and applicable EU regulations. Passengers shall be responsible for their luggage and any items therein until disembarkation. Times stated for crossing are reference values and were calculated based on the distance between ports and favourable weather conditions. Modifications are only allowed for departures of Tirrenia, Compagnia Italiana di Navigazione S.p.A. shown on the website.

## VALIDITY OF TICKET

Tickets are made out by name, are non-transferrable and exclusively valid for the journey indicated on the ticket. The passenger must retain the ticket to reserve his right to travel and must present it to the on-board personnel or the representative of Transport Company upon request. Passengers travelling without a valid ticket will be charged with the double fare and must pay for the connected damage. When receiving the ticket, the passenger must check whether the information and dates of his booking are correct and whether all vehicle-specific information corresponds to the vehicle registration document. The shipping company does not assume responsibility for incorrect or missing information that is reported after the fact. In order to comply with safety regulations, the names of the passengers, their ID document data, the make, type and registration plate of the vehicles that are indicated on the ticket must correspond to the embarking passengers and vehicles. If this is not the case, access to port and/or embarkation may be denied. The published offers and conditions may be subject to change until issuance of the ticket.

## TICKET CANCELLATION AND REFUNDS

Surcharges and other costs won't be refunded. Cancellations must be submitted in written form and reconfirmed by Tirrenia before the intended date of departure (cancellations are also possible on journey at any travel agency with a Tirrenia ticket sales point or online at <https://en.tirrenia.it/mds/web/tkt-del.app?lingua=en>). At a cancellation fees will be invoiced, independent of whether the ticket has been issued or not. These are as follows (the day of cancellation will not be counted):

- up to 30 days before departure: 10% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;
- 29 days - 48 h before departure: 20% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;
- from 48 hours to 4 hours before departure: 50% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;
- from 4 hours before departure: 100% cancellation fee.

Cancellation of tickets purchased on the day of departure will incur a 100% cancellation fee. Surcharges and other costs as well as reservation fees and the online fee are generally not refundable. We recommend the simultaneous purchase of travel

cancellation insurance directly at the time of booking on our website [www.tirrenia.de](http://www.tirrenia.de)

There is a 100% cancellation fee for

- No-show or
- late cancellation.

The right to a refund for cancelled tickets will be forfeited if the refund is not requested by 31 January of the year following the scheduled year of departure.

In the event of cancellation of a ticket purchased using a voucher previously granted to the passenger, a refund will be made only by issuing another voucher, which in turn may be used to purchase a new ticket.

## AMENDMENT FEES

Rebooking of tickets with regular fares:

Rebooking of the departure date, route, number of passengers and time will be accepted within the limits of the available number and space, as long as it is requested at least 2 hours before the booked departure (limited to the opening hours of the reservation centre). There is a €10.00 rebooking fee for each change (in addition to the payment of possible price differences). All changes must be noted on the new ticket.

Price differences and changes regarding the number of passengers or vehicles, vehicle categories and accommodation will be reimbursed by the issuing travel agency with the following fees:

- 10% if the rebooking is made more than 30 days before departure;
- 20% if the rebooking is made more than 10 days before departure;
- no refund if rebooking less than 9 days before departure.

The number of days indicated does not include the day of rebooking and the day of departure. Rebooking is only permitted within published departure times on the shipping company's website. The original ticket, prior to the rebooking, must be returned to the travel agency that made the rebooking. The old, originally booked, ticket automatically becomes invalid upon rebooking and a new rebooked ticket is required.

In the event of rebooking of a ticket purchased using a voucher previously granted to the passenger, any refund will be made exclusively by issuing another voucher, which in turn can be used to purchase a new ticket.

Amendments of tickets with special fares or for special offers:

Rebooking of a special fare or special offer ticket will be accepted within the limits of the number and space available, as long as it is requested at least 2 hours before the booked departure (limited to the opening hours of the reservation centre).

Any requested rebooking of tickets issued with special fares or for special promotions will incur a fee of €25.00 plus the price differences between the special fare originally purchased and the new fare valid at the time of rebooking.

The above fees also apply in the event of a name change.

## FARES FOR RESIDENTS / PEOPLE BORN IN THE AREA

Reduced fares for inhabitants of Sardinia and Sicily: the reduced fares automatically listed by the booking system are available to all persons that can provide corresponding documentation to prove that they are residents of the island to or from which they are travelling.

Reduced fares for emigrated Sardinians: the same tariffs are valid for inhabitants, but only on routes from and to Sardinia, born Sardinians having their first residence outside the region Sardinia and work there as employees as well as relatives living in the same household as the born Sardinian.

The reduced tariff is applicable exclusively for vehicles licensed by the resident or native citizen.

For being able to use advantages for inhabitants and natives passengers must present at purchase of the ticket and the food a valid document of identification emerging the right on the reductions. If the relating documentation is missing, it's not possible to book a ticket with the rate "residenti, nativi" but it must be acquired a ticket at full fare. Tickets on "residenti and natives" tariff cannot be refunded. If such a ticket is booked in combination with a special fare, a refund does not happen as well.

Is the travel effected together with spouses and / or living partners and / or their children and / or depending children, the discount is granted by presenting of the document "stato di famiglia". Do the spouses and / or living partners and children travel in absence of the person that entitles for the purchase of a ticket with the discount "residenti o nativi", a copy of an identification document of the claimant or a document showing the marital status must be enclosed.

## REDUCED FARES

Company offers a reduced fare to blind persons and their attendants. Upon embarkation, the passenger must present a valid ticket and a card type 28/C issued by the corresponding authorities. Details: If the blind person is travelling with an attendant, the latter travels free of charge and the blind person pays the normal fare; If the blind person is travelling unaccompanied, a

reduction of 30% is granted. Guide dogs travel free of charge when corresponding proof is provided.

## CALL CENTRE

Company provides the following options for getting into contact to obtain further information on routes, services, reduced fares or for enquiries:

## RESERVATION CENTER FOR EUROPE

MOBY Lines Europe GmbH

Mail: [info@tirrenia.de](mailto:info@tirrenia.de)

[www.tirrenia.de](http://www.tirrenia.de)

## CHECK-IN

The deadline for arriving at the check-in is 30 minutes for passengers without vehicles, 90 minutes for passengers with vehicles and two hours before departure time for those embarking at the port of Genoa, unless otherwise laid down by the Authorities. For the Malta – Catania line passengers without vehicles must report at least an hour before departure time and those with vehicles 90 minutes before. You must embark immediately after your ticket is checked. Outside these times, your booking is no longer valid and embarkation is no longer guaranteed. Disabled passengers or those with mobility problems displaying the PMR sheet issued with the ticket on their car dashboard can board earlier if they arrive at least one hour before departure time. Passengers with mobility problems and/or those who need special assistance, without vehicles, must report to check-in at least an hour before departure time.

## EMBARKATION AND DISEMBARKATION OF VEHICLES

A) Vehicles driven by LPG must be declared at booking and at embarkation.

B) Alarm systems and theft protecting systems must be locked at embarkation.

C) Vehicles specified for the transport of goods must be booked at cargo rate and therefore don't belong to vehicles carried along by passengers as described in the hereby presented regulations. The length of the vehicle must be indicated, incl. tow bar, shaft or others. Campers, caravans, SUVs or vehicles higher than 2,20m (and/or wider than 1,85m even if no over-height surcharge was calculated) must be declared while booking. Transporter longer than 6m must be booked as cargo via phone 0039-02-57517461. If this is not respected, the company can cancel the ticket and order the automatic recording into the daily waiting list. Differences in price and an additional fee of 50€ are calculated. The vehicles are not embarked in order of their arrival at the port but following the orders of the captain and/or his subordinate staff members and can be parked on each place of the ship. The vehicles must be parked in the place assigned (a gear is to be shifted, the brake fixed, the light turned off) and leave the ship in responsibility of the passenger. We ask for not to activate an alarm and lock all doors and trunk. The vehicle carried along incl. trailer or caravan with all its contents is accepted by the transport enterprise as a single loading unit.

The vessel management shall prepare a corresponding report about any damage to the embarked vehicle, including a corresponding report of both sides, and shall provide the injured party with a copy of this document, signed by both parties and containing the completed measure of damages and corresponding remarks. The damages claimed by the injured party are assessed on the basis of the details recorded in the course of preparation of the report in particular and may be disbursed directly by Company or a jointly responsible party in the amount resulting from applicable regulations. The injured party must file the application for damages within a time limit of 6 months within date of damage as set out in art. 438 of the valid Codice della

Navigazione (Italian Navigation Act). In the case of visible damage, no claim can be filed for damages, loss or other if the condition of the vehicle was acknowledge by the commanding officers of the vessel in the course of preparation of the report as prepared by the procedure mentioned above.

## TRANSPORT OF PREGNANT WOMEN

From the end of the sixth month of a normal pregnancy, women must let issue a medical clearance issued explicitly for this specific sea voyage issued not earlier than 7 days prior to departure and must present it to the officer of the vessel, purser or staff on board on request. In case of complications, the pregnant woman must always obtain a medical clearance, independent of the month of pregnancy, explicitly for the specific sea voyage. This applies without prejudice to the discretion of the captain to refuse embarkation if he believes that the pregnant woman is not capable of travel.

## CHILDREN AND TEENAGERS

Passengers younger than 14 years of age must travel accompanied by adult passengers and must have a valid individual identification document in accordance with the regulation (EC) No 2252/2004. They must be under continuous monitoring of the parents and/or the adult passengers charged with exercising due care and must not move around the vessel unaccompanied. Under no circumstances Transport Company assumes responsibility for injuries of minors if these instructions are violated. Underage passengers between 14 and 17

years of age inclusively may travel unaccompanied if they have corresponding written permission by the legal guardian that exempts Transport Company from any and all responsibility.

#### ANIMALS AND PROTECTED SPECIES

Company allows the passenger to travel with pets if a corresponding ticket is purchased for their transport and a prove of rabies vaccination (where necessary) and a valid vaccination record can be presented. It is the owner's obligation to care for and exercise diligence in regard to the animal during the crossing and a veterinary health certificate has to be carried along which confirms that the animal is healthy.

For arrival to Malta with dogs, cats and another kind of animals, they have to be microchipped. As well EU passport has to be taken with Realizing the regulation of August 27th 2004 and published in the journal of laws no. 213 art. 2, we remember the obligation to lead dogs on a leash and that they must wear a muzzle. Pets are not permitted in coach seat rooms and in cabins apart from they were animal cabins. They may only stay on the outside deck of the ship or must be accommodated in equivalent dog boxes unless available.

It is prohibited to let animals access the vessel's garage. Guide dogs travel free of charge when corresponding proof is provided.

In accordance with art. 727(2) Codice Penale (Italian Criminal Code) implementing the guidelines 92/73/EC and 2009/147/EC as well as the law No 150 of 07 February 1992 implementing the Council guideline (EC) No 338/97 of 09 December 1996, specimens of protected animals and plants can only be transported when a corresponding permit or certificate is available and only under the conditions set out therein.

#### LUGGAGE

For safety reasons, no luggage or parcels that are not accompanied by a travelling passenger are accepted on board. Company does not provide storage services of any kind. Considered permissible luggage are items that are usually transported in suitcases, travelling bags, boxes or similar containers for the personal use of the passengers. Luggage brought that cannot be stored in the cabin or at the seat due to its size must be left in the vehicle. Valuables, precious objects and cash may be stored free of charge in the safe of the paymaster, provided that they are not bulky.

#### HEALTH STATUS OF THE PASSENGER

The vessel's doctor provides medical help in emergencies only; accordingly, Transport Company does not accept passengers that require medical assistance during the crossing, with the exception of the provisions in the following art. 23. If a passenger provides a corresponding certificate issued by a medical institution (hospital or similar), which must not be issued earlier than 48 hours prior to departure and permits travel without medical assistance, Transport Company will transport this passenger without assuming any responsibility in this respect. Aside from this, the captain and vessel's doctor are entitled to refuse embarkation to passengers who are in a physical or mental condition that endangers the crossing or who may be a danger to themselves and others, e.g. due to the influence of alcohol, drugs, hallucinogens, etc. In all these cases, the passenger shall have no right to damages and/or the passenger can be held liable for all damages done to himself, the ship, all its furnishings and equipment, third parties or the property of third parties. Transport Company accepting the passenger on board shall under no circumstances be construed as waiver of its right to also assert reservations regarding the health status of the passenger and claims at a later point, irrespective of whether these were known to Transport Company before embarkation and/or departure of the ship.

#### SAFETY INFORMATION AND ISPS COSTS

To implement the safety code ISPS regarding counter-terrorism provisions, passengers are informed that they must present the ticket for the journey and an ID valid document upon request of the on-board personnel. Also, they must agree to possible inspections of their luggage, if required. Such inspections may also be conducted by port authorities. While calling at the port, a distance of at least 50 metres must be kept to ships and moorings. Transport Company also points out that the port authorities may require further payment of additional costs associated with implementation of the safety code ISPS, which have not yet been quantified.

#### APPLICABLE LAW AND PLACE OF JURISDICTION

The transport contract for passengers as well as transported luggage and vehicles is regulated by Italian law, the Codice della Navigazione (Italian Navigation Act) and applicable EU regulations as well the present General Transport Conditions. Exclusive place of jurisdiction for all disputes in regard to interpretation and/or implementation of the present contract is the place of jurisdiction of the seat of Company. If the passenger has his permanent residence in the EU he is deemed a consumer in terms of applicable Italian legislation, in which case the place of jurisdiction of the residence of the passenger shall be exclusively responsible.

#### SUPPLEMENTS AND AMENDMENTS

Supplements or amendments of the above General Transport Conditions are made available by Company at the aforementioned locations as well as online, and will come into effect on the date stated in the information provided at these locations.

#### PROCUREMENT CLAUSES

MOBY Lines Europe GmbH, Klingholzstr.7, 65189 Wiesbaden, Germany is merely responsible for the procurement of shipments to the transport company Tirrenia, Compagnia Italiana di Navigazione S.p.A, Via Larga, 26 CAP 20122 MILANO (place of jurisdiction) Italy. Thus, the parties actually entering the contract are the passenger and the transport company Tirrenia, Compagnia Italiana di Navigazione S.p.A.. For shipping, only the general terms of transport of Tirrenia for the transport of passengers with or without vehicle apply in their resp. valid version. MOBY Lines Europe GmbH, Wiesbaden, Germany, is liable exclusively for the proper receipt and treatment of bookings. Each liability of MOBY Lines Europe GmbH, Wiesbaden, Germany occasionally the execution of the transport contract is excluded.

