



GENERAL CONDITIONS OF CARRIAGE  
FOR PASSENGERS AND ACCOMPANYING VEHICLES

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Hereinafter, the following words shall have the following meanings:

- COMPANY/CARRIER:** TOREMAR, Toscana Regionale Marittima S.p.A.  
Piazzale die Marmi n.12, interno 2 -57123 Livorno  
Tax number: 00274620491
- PERFORMING CARRIER:** -EXECUTIVE CARRIER: a company other than the contractual carrier that carries out the effective transport, in whole or in part.
- VEHICLE:** Any vehicle carried by the passenger which is not intended for the carriage of cargo. The definition "vehicle" also includes any trailers and / or caravans, even if they are charged differently due to the higher space requirements. Excluded for this category are vehicles intended for commercial use (refrigerated vehicles, vans more than 6 meters long, trucks), for which the standard of transport of goods according to Art. 419 et seq. Of the Codice della Navigazione (Italian Maritime Code) applies ,
- PASSENGER:** Any person on board the ship who is not the captain, a member of the crew, or another person employed or engaged in any capacity on board the ship in relation to its services.
- TICKET:** Travel document that provides proof of a contract of carriage, or bill of passage, according to Art. 396 of the Italian Navigation Code.
- SERVICE AGREEMENT:** Contract for the provision of public services in the field of maritime transport in connection with the islands of the Tuscan archipelago.

The transport company undertakes the transport of passengers, baggage and vehicles carried in accordance with the following General Conditions of Transport, the standards of Art. 396 et seq. of the Codice della Navigazione (Italian Navigation Act), Regulation UE / 1177/2010 and, where applicable, of Regulation CE / 392/2009. The said regulations are available on board the ships, at the ticket counters of the ports as well as in the business premises of the company and can be read on the internet ([www.toremarm.de](http://www.toremarm.de)).

A summary of the conditions governing transportation on the company's ships will be issued with the ticket. Passenger rights information under Regulation UE / 1177/2010, to which the "Mobility Charter" refers, is stored on board the ships, at the ticket offices of the ports and on the company's premises and on the Internet readable ([www.toremarm.it/en](http://www.toremarm.it/en)).

The General Conditions of Transport are subject to changes and variations in order to adapt them to applicable regulations. The valid text of the General Conditions of Carriage, which defines the content of the contract, can be read on the company website ([www.toremarm.de](http://www.toremarm.de)).

If you have any complaints, please fill in the form "Complaints" on the company website.

### Art. 1

#### Transport conditions

The subject of the contract is the transport of persons, vehicles and luggage, regulated by these General Conditions of Carriage, by Articles 396 et seq. of the Italian Maritime Code, by European Regulation UE / 1177/2010 and, where applicable, by Regulation CE / 392 / in 2009.

The transport of accompanying vehicles is governed by the Italian law on the carriage of goods by sea (Article 410 et seq. of the Italian Law of Shipping) and by the present General Conditions of Carriage and Regulation CE / 392/2009.

The indication of the vessel carrying out the transport is only indicative, as it may be that the transport company uses another ship, including other transport companies, for the carriage.

The Carrier shall not be liable for any damage caused by delay or non-performance of the Carriage if the event occurred accidentally, due to force majeure, bad weather conditions, strikes and technical disruptions caused by force majeure or other causes beyond the control of the Carrier has responsibility. The ship's commander shall in any case have the right to modify the route in case of events that could affect the safety of the ship or the passengers.

With regard to the liability regime for the carriage of passengers, cars and other, which is not taken into account in these general conditions, reference is expressly made to the applicable provisions of the Italian Maritime Code. Passengers are responsible for their own luggage and its contents until disembarkation.

The times given for the crossing are indicative and have been calculated according to the distance between the ports and in favorable weather conditions.

The transport company is not liable for delays caused by port measures.

### Art. 2

#### VALIDITY OF TICKET

In order to travel aboard the company's vessels and speedboats, the passenger must be in possession of a valid ticket, which serves as proof of the conclusion of the contract for the route indicated on the ticket. The vehicles are noted on the passenger's ticket or on the tickets related to the passenger ticket.

The ticket is issued by name, non-transferable and valid only for the crossings mentioned in the ticket. The passenger must keep the ticket and, upon request, show it to an officer or the carrier's representative.

Tickets may also be purchased aboard ships or speedboats in exceptional cases and with the prior approval of embarkation personnel. In this case, in addition to the price of the crossing, fees for ticket creation on board will be charged according to the following list:

- Standard
  - ◇ Passengers €5.00
  - ◇ Motorcycles €5.00
  - ◇ Vehicles, etc. €5.00
  - ◇ Goods €5.00
- Residents:
  - ◇ Passengers €1.00
  - ◇ Motorcycles €2.00
  - ◇ Vehicles, etc. €3.00
  - ◇ Goods €3.00
- In the absence of a valid ticket, the passenger is obliged to pay the full amount of the ticket and additional fees for ticket creation on board, which are charged according to the following schedule:
  - Standard:
    - ◇ Passengers €10.00
    - ◇ Motorcycles €10.00
    - ◇ Vehicles, etc. €10.00
    - ◇ Goods €10.00
  - Residents:
    - ◇ Passengers €1.00
    - ◇ Motorcycles €2.00
    - ◇ Vehicles, etc. €3.00
    - ◇ Goods €3.00

Upon receipt of the ticket, the customer must verify that all the data provided corresponds to his booking and that all vehicle-specific data correspond to the vehicle registration document. The company assumes no responsibility for subsequently reported incorrect or missing information.

Offers and their conditions can be changed at any time until the ticketing.

**Art. 3**  
**CANCELLATION OF TICKET AND REFUNDS**

The tickets issued at the standard rate can be refunded if the cancellation is made by the passenger before the departure date. This must be confirmed by a stamp of verification, the date and time of an office of the company, a ticket office of the port office or an authorized travel agency.

Refunds can only be requested on presentation of all originals to the agency where the ticket was purchased and are always subject to the following fees:

-10% for canceled trips up to one day before departure (the cost of the cancellation will not be counted)

-25% for trips canceled the same day up to 30 minutes before departure.

Reservation fees, surcharges and other charges will be calculated and not refunded.

There will be no refund for crossings that are not cancelled prior to departure or not under previous conditions.

There is no refund for non-use of the ticket within the departure date for reasons beyond the control of the company.

The reservation fees will never be reimbursed.

The right to a refund lapses if the request is not made by 31 January of the following year of the originally scheduled departure date.

**Art. 4**  
**LOST OR STOLEN TICKETS**

The loss or theft of a ticket must be reported immediately to the booking office or the port office.

Replacement tickets may only be issued on condition that the lost ticket has not been used and the passenger can present a passport or passport.

**Art. 5**  
**TICKETS PURCHASED ONLINE BUT NOT RECEIVED**

Supplement to item 4) If the customer does not receive a valid ticket for reasons for which the transport company is not responsible, e.g. if an incorrect e-mail address is entered, if the customer's Internet or mobile connection is disrupted or if the customer's equipment malfunctions, the booking office must be informed immediately by e-mail to [info@mobyliner.de](mailto:info@mobyliner.de)

The issue of a ticket copy can only be made under the condition that the original ticket has not yet been used and the traveler can present an ID card or passport.

**Art. 6**  
**MODIFICATION FEES**

Changes to time and / or departure date will be made while spaces are still available and requested at the following offices:

- In the call center or travel agencies during opening hours, no later than 5 hours before the booked departure

- At the ticket offices of the port office, no later than 30 minutes before the scheduled departure

The reservation fees and possible price differences for a tariff change must be paid. Changing the destination port (for example, from Rio Marina to Portoferraio) will require you to cancel the booking at the applicable rate and issue a new ticket.

Any difference in the price of a rebooking with regard to the number of passengers, the vehicles carried, the vehicle category and the accommodations will be reimbursed by the travel agency which issued the ticket. Fees will be charged in accordance with paragraph 2 of Article 3. The original ticket (before the rebooking) must be handed over to the rebooking office obligatory.

**Art. 7**  
**SPECIAL OFFERS - RESTRICTIONS**

The use of these discount rates has some limitations:

- The availability of special rates depends on the number of seats available (variable depending on date, time of departure and route);
- A ticket with special rate can not be changed.
- A ticket with special or promotional fare is under no circumstances refundable, not even partially and for any route.
- In general, they are not retrospectively applicable and can not be combined with other reductions or promotions;
- The special tariff can also be applied to vehicles with vehicles.
- Vehicles intended for commercial use (with or without load) are not entitled to special rates.

**Special tariffs for residents and natives:**

In order to take advantage of tariffs for residents and locals and in general for special fares, the passenger must present a valid identification document showing the right to the discount when purchasing a ticket and embarking. For vehicles brought along, the vehicle registration document must be presented, stating that the vehicle is issued in the name of the passenger wishing to use the fare. If these conditions are not met and it is determined at embarkation that these documents are missing, the ticket will be forfeited completely and will not be refunded.

**Art. 8**  
**Call-Centre**

Toremar has an international booking centre, which is accessible from Monday to Friday from 9AM to 1PM and from 2PM to 6PM:

- By e-mail to [info@mobyhines.de](mailto:info@mobyhines.de)
- Any notice received after the close of business of the day counts as delivered the next day.

**Art. 9**  
**BOARDING**

Check-in must be no later than 30 min. done before departure. This applies both to passengers without a vehicle and to passengers with a vehicle, except for any

changes made by the authorities. In case of later appearance, the ticket expires and embarkation can no longer be guaranteed. For persons with disabilities or persons with reduced mobility, Article 17 applies.

Passengers with a ticket issued before the day of departure are obliged to check whether, in the meantime, there have been any changes to the service for which the ticket has been issued and to which the company has no control.

**Art. 10**  
**EMBARKATION AND DISEMBARKATION OF VEHICLES**

The length and height of the vehicles must be specified incl. Towing hitch, drawbar or other. Campers, caravans, SUVs or vehicles higher than 1.80m (and / or wider than 1.85m even if no over-height surcharge is charged) must be declared during the booking process. In case of false information and / or failure to comply with the above rules, the carrier can cancel the ticket and automatically put it on the waiting list, in exchange for payment if a difference arises. The vessels will not be embarked in the order of arrival at the port, but as instructed by the master and / or his subordinate, and may be parked at any point on the ship. The vehicles must be parked at the assigned location: with the hand brake on;

- Handbrake is to be pulled
- A gear is to be engaged
- The lights should be switched off
- Alarm systems must be switched off
- Car doors and trunk are to be closed

The transport of vehicles powered by LPG / methane or other types of gas must be reported when embarking on the ticket or the ship's command prior to embarkation. The passenger is responsible for his vehicle during embarkation and disembarkation. With respect to article 412 of the Maritime Code, any damage to the vehicles or other events caused by our vessels must be reported prior to disembarkation. The passenger must report the damage to a responsible officer so that a claim form can be completed and signed. Without this form, regulation is not possible.

The vehicles used for the carriage of goods

must be booked in the ticket office of each port. For these, the planned tariffs for goods transport apply. Therefore, they do not fall under the category "vehicles on board" in accordance with these conditions. in these General Conditions.

**Art. 11**  
**CARRIAGE OF PREGNANT WOMEN**

Pregnant passengers may board at their own risk and responsibility and, where applicable, with a medical certificate stating that they are fit to travel, issued no earlier than seven days prior to departure, to be presented to on-board personnel if requested.

Boarding is subject to the passenger's acceptance of the risks associated with the absence of specialist assistance and structures equipped to handle pregnancy-related emergencies on-board, and also with the specificities of travel by sea and associated difficulty in obtaining access to external assistance. To this end the Company and all company personnel shall be kept free from any and all liabilities.

**Art. 12**  
**UNACCOMPANIED MINORS**

Children and adolescents from 12 to 17 years of age can travel alone if they have permission from the parent or guardian. The parent or legal guardian takes responsibility for the journey of the minor. A copy of the ID or passport, as well as a written permission from the parent or legal guardian, must be presented at embarkation, with the dates stated on the ticket.

Children under 12 cannot travel alone. You must be accompanied by an adult during embarkation and disembarkation and during the crossing.

**Art. 13**  
**PETS AND PROTECTED SPECIES**  
Pets can only be transported when listed on a ticket with rabies vaccination certificate and valid vaccination certificate. In accordance with the Ministry of Health's Decree of 27-08-2004 and published in the Official Journal N. 213 Art. 2, dogs must be

leashed and muzzled. Animals may not be taken in the reclining area. You can stay on the outer deck of the ship or, where available, use the dog kennels free of charge. Guide dogs are transported free of charge upon presentation of the relevant documentation. Specimens of protected animals or plants may, in accordance with Art. 727 bis of the Codice Penale (Italian Penal Code), in implementation of EU Directives 92/73 / CE and 2009/147 / CE and Law n.150 of 7.2.1992 in implementation of EU Directive CE n. 338/97 of the EU Council of 9.12.1996 only if there is a corresponding permit or certificate and only for the conditions provided for therein.

**Art. 14.**  
**CARRIAGE OF WEAPONS**

In accordance with the maritime shipping regulations D.P.R. No. 328 of 15/02/1952 Art. 384, passengers must hand over all arms and ammunition carried along to the captain at the time of embarkation and arrange for their storage until disembarkation. Persons carrying weapons or ammunition for their profession or service (notification required) may only be collected on serious grounds and after prior written verification.

Non-compliance with the obligation to report the transport of weapons is treated as an administrative offense under the Shipping Act Art. 1199, paragraph 2, provided that no offense has occurred.

**Art. 14b**  
**LUGGAGE**

Each passenger is entitled to bring hand luggage with a gross weight of 20 kilograms on ferries and 10 kilograms on speedboats free of charge. Children who pay half the fare may bring half of the free baggage allowance, ie 10 kg for ferries and 5 kg for speedboats. Permitted luggages are items that are usually transported for the personal use of passengers in suitcases, travel bags, boxes or similar containers. If other types of luggage are carried on the luggage, the passenger must pay twice the tariff for the transport of these goods, plus compensation under Article 410 of the Codice della Navigazione. As luggage are also sample collections of commercial

agents up to a maximum weight of 20Kg allowed. The Company disclaims any liability for the theft of unattended items and / or luggage; these are always to be monitored by the passengers. The executing haulage company is responsible for the checked baggage, according to Art 412 of the Italian Maritime Law and / or in any case according to EU Regulation CE / 392/2009, unless the haulage company proves that the loss and / or damage is not was caused by him. The Customer must have the Lost and / or Damaged Baggage or other personal property or vehicle carried by the ship's captain or officer of the Company confirmed at the Port of Arrival. In case of obvious loss / damage must be reported immediately upon receipt within 3 days of recovery in the event of non-obvious loss / damage. The executing carrier is not responsible for the items and / or pieces of baggage not taken, unless the passenger proves that the loss and / or damage that was caused by the company. The Company has a legal lien on baggage for claims against the passengers resulting from the contract of carriage. If the passenger fulfils his obligations, the company is obliged to return the baggage to the place provided for in the contract. If the passenger fails to fulfil his obligations, the company has the right to sell the baggage in accordance with the relevant provisions of the Italian Navigation Law (Articles 1515, 2797 Codice Civile and 83 of the Italian Civil Code), in accordance with Article 416 of the Italian Maritime Law related implementing provisions).

**Art. 15**  
**PASSENGER INFORMATION**

Following L.D. N ° 251 of 13.10.1999 and in relation to the EU directive 98/41 of 18.06.1998 and because of the anti-terrorism regulation and the ISPS code, the following should be disclosed: any passenger requiring special assistance or assistance in an emergency situation, the transport company must inform.

All passengers, including minors, must present a valid identification document upon embarkation. Otherwise the embarkation will be denied.

All passengers must provide the following information at the time of reservation: surname, first name, sex, nationality, age

category (newborn, toddler, child and adult). Any change in the above information occurring during the period between reservation and crossing, must be notified immediately.

The personal data collected for the purposes of this Article shall be retained only for the period necessary in accordance with that Decree and / or in implementation of the decrees of Legislative Decree n.196 / 2003.

**Art. 16**  
**PASSENGER HEALTH**

There is no doctor on board the ship. Therefore, the carrier does not accept passengers who require medical assistance during the crossing, except as provided in the following article 17. If a passenger submits a corresponding certificate from a medical institution (hospital or similar) not earlier than 48 hours before Departure may be issued and the journey is permitted without medical assistance, the transport company will transport this passenger, but without assuming responsibility in this regard. The master is also free to embark passenger in a physical or mental condition which may endanger the passage or be a danger to himself or others, e.g. by alcohol and drug influence, hallucinogens etc. refuse. In all these cases, the passenger is not entitled to any compensation and / or the passenger can be held liable for any damage incurred by himself, the ship, all its equipment and equipment, third parties or the property of third parties. Acceptance by the transport company on board shall in no case be considered a waiver of the right to assert its reservations regarding the state of health of the passenger and claims below, regardless of whether they were known to the carrier prior to embarkation and / or departure of the vessel.

**Art. 17**  
**PEOPLE WITH DISABILITIES AND REDUCED MOBILITY**

The Company accepts the reservation of persons with disabilities and persons with reduced mobility who wish to do so under the same conditions as for all other passengers and undertakes to provide assistance at no additional cost. Accommodation on board passengers with

special needs is ensured by the EU regulation UE 1177/2010 regulated (further information on this you can find on the website of the transport company).

1. Assistance in ports:

- PMRs receive assistance, if necessary, from the entrance to the port area, regardless of whether this is done by private vehicle, bus or train;
- PMRs will be escorted to the ticket counter to purchase the ticket or, if already in possession thereof, until embarkation;
- PMR will be escorted to the ticket counter after disembarkation.

Assistance on-board

2. On-board personnel will assist the PRM to:

- embark and disembark;
- with the baggage handling;
- to get to the booked accommodation;
- reach the sanitary facilities.

If the PMR is cared for by a personal escort, these persons can ask for assistance at the port as well as during embarkation and disembarkation.

Persons with disabilities or with reduced mobility must inform the carrier of their specific accommodation needs at the time of booking or when purchasing the ticket, such as: the seat, the required service or the need to carry medical devices, if those needs or requirements are known at that time.

Under the above conditions:

- Any type of assistance must be communicated to the operator or the departure port office (telephone numbers now available on the website [www.toremar.de](http://www.toremar.de)) no later than 48 hours before departure by telephone, fax or Email. If the ticket allows multiple trips, a reservation is sufficient, as long as adequate information about the times of the next departures is announced.
- If the above mentioned notice is not given, the company will do everything possible to guarantee the assistance so that the person with disabilities or reduced mobility can enter the booked ship on departure and leave on arrival
- Passengers with disabilities or with

reduced mobility should arrive at least one hour before the scheduled departure time established by Toremar at check-in and 30 minutes if the departure time has not been determined.

Toremar:

- a) ensure that the dedicated staff responsible for the direct assistance of persons with disabilities or reduced mobility have received specific training to support the various needs of passengers and raise awareness
- b) ensure that all new staff undergo disability training and that all personnel attend appropriate training courses at the appropriate time;
- c) assures that if a person with disabilities or reduced mobility travels with a companion dog, the latter will be accommodated with that person, if previously notified to the carrier, in accordance with the applicable regulations concerning the transport of companion animals;
- d) assures compensation if wheelchairs or other mobility aids or parts thereof are lost or damaged during transport in the port or on board the vessels, if this is due to the fault or negligence of the carrier or the port terminal. If necessary, the company does everything possible to replace the equipment as quickly as possible.

**Art. 18**

**BOARDING INFORMATION AND SHIPPING REGULATIONS**

Passengers should take valuables and items necessary for the passage from their vehicle on board after embarkation. Access to the garage is prohibited during the crossing. The shipping company is not liable for any loss of valuables or vehicle equipment if the ship is equipped with a Foot passenger entrance, then access to the vehicle in the garage only the driver is allowed, while all other passengers use the side staircase entrance and show the ticket copy on request. Entering the garage during the crossing is expressly prohibited.

**Art. 19**

**DELAYS**

1. Delayed departure:

- I. In the event of a delay, TOREMAR

- will inform passengers of the expected time of departure and arrival as soon as this information becomes available, no later than 1- In the event of a delay, the company will inform passengers of the anticipated time of arrival and departure as soon as this information is available, but not later than 30 minutes after the scheduled departure time or no later than one hour before the scheduled time of arrival.
- II. If the company foresees a delay of more than 60 (sixty) minutes from the scheduled departure time for which the company is responsible, it will provide passengers with free comfort and refreshments commensurate with the waiting time and the possibility of the ship or passenger harbor.
  - III. In the event of a delay (or missed connection), which the company is responsible for and which necessitates one or more nights or extra stay beyond the originally planned stay and if and where this is possible at all, passengers will receive a free accommodation in the hotel or accommodation of any kind, transport from the port terminal to the place of accommodation and meals and meals as previously stated.
  - IV. If ship transport cannot be continued, the company will organize alternative transportation services for passengers as early as possible.
  - V. Using the preceding articles, the company pays special attention to the needs of disabled persons and persons with reduced mobility, as well as their escorts.
  - VI. 6- If the company foresees a delay of more than 90 minutes in the vessel compared to the planned departure time. According to EU regulation 11177/2010, the passenger immediately receives:
    - an offer for an alternative transport service on reasonable terms or, if that is not possible, information regarding alternative services offered by other transport companies
    - the reimbursement of the ticket price in the event that the alternative transport service as under point a. described, not accepted With the consent of the passenger, the full refund of the ticket can either be issued as a credit note or additional services whose value corresponds to the ticket tariff can be booked.
2. Delayed arrival:
- I. Notwithstanding the valid EU Regulation 1177/2010, in case of a delay of the arrival time due to a cancellation, the passenger may request a financial compensation from the company  
The following minimum levels are guaranteed:
    - 25% of ticket value for a delay between 60 and 119 minutes
    - 50% of the ticket value for a delay of at least 120 minutes
    - 100% of the ticket value if the company does not offer alternative services or the above points
  - II. The financial compensation will be paid at the written request of the passenger within one month from their submission.
  - III. The financial compensation will be provided in the form of vouchers and / or other services if the conditions are flexible (in terms of duration of validity and port of destination). The compensation is paid on written request of the passenger.
- Pursuant to Article 19.6 of EU Regulation UE / 1177/2010, the minimum amount of € 6 has been set, below which no compensation payments are made.
- Paragraphs 1.III., 2.I., 2.II. and 2.III. shall not apply if the delay or cancellation is caused by unavoidable exceptional circumstances that prevent the provision of the services, even

## **Art. 20**

### **SECURITY INFORMATION AND ISPS CHARGE**

The implementation of the ISPS Security Code on anti-terrorism regulations informs passengers that they must present the ferry ticket and identity document at the request of a ship's officer. You must also agree to any inspections of your baggage if required. Such controls may also be carried out by the

port authorities.

During the port stay a distance of at least 50 meters to the ships and the moorings must be kept.

The shipping company also points out that, in implementing the ISPS Code of Conduct, port authorities may require further payments of additional costs that are not yet quantified.

#### **Art. 21**

##### **DECLARATION OF VEHICLE'S VALUE**

It should be noted that, limited to the direct material damage to the motor vehicle carried during transport by the transport company, contrary to Art. 412 Shipping Law, the company waives the application of the indemnity limit, provided that all other legal and contractual conditions who are entitled to compensation for such damage. Then it will be replaced comprehensively, without upper limits. The abovementioned waiver makes the submission of a declaration about the value of the motor vehicle involved superfluous.

#### **Art. 22**

##### **RESPONSABILITY**

From the moment of embarkation until From the embarkation until the disembarkation, the passenger must follow the instructions given by the ship's management; Furthermore, his behaviour should be characterized by care and caution, paying attention to his own and the safety of the persons and animals for which he has the due diligence and he should pay attention to his personal belongings whenever the weather and sea conditions require.

Under no circumstances will the Company be responsible for any loss or damage to or transport of any stolen vehicle or vehicle, except where directly attributable to the Company. Any disputes must be clarified directly by the parties involved.

#### **Art. 23**

##### **LOST PROPERTY**

If the passenger forgets or loses personal items on board, he may contact the ship's reception. Once disembarkation has

already taken place, a form can be downloaded from the website and sent to us by e-mail to [urp@toremar.it](mailto:urp@toremar.it).

The relevant department will investigate and inform about the result according to Art. 927 of the Codice Civile. The shipping company does not compensate for lost or forgotten items on board. As soon as the Carrier receives notification, it will try to find the object in compliance with Art. 9927 of the Italian Civil Code, without being required to pay compensation if the lost or forgotten object cannot be found.

#### **Art. 24**

##### **APPLICABLE LAW AND JURISDICTION**

The transport contract for passengers, luggage and vehicles is governed by Italian law, the Codice della Navigazione (Italian Shipping Act) and the applicable EU regulations, as well as these General Conditions of Carriage.

All disputes relating to the interpretation and / or performance of this contract are the sole responsibility of the carrier. If the passenger is permanently resident in a country of the European Union, he is deemed to be a consumer within the meaning of the applicable Italian legislation and in this case the jurisdiction of the place of residence of the passenger is exclusive.

#### **Art. 25**

##### **PROCUREMENT CLAUSE**

MOBY Lines Europe GmbH, Klingholzstrasse 7, 65189 Wiesbaden, Germany is merely responsible for the procurement of shipments to the transport company TOREMAR, Toscana Regionale Marittima S.p.A. with registered office in Piazzale dei Marmi n. 12, interno 2 - 57123 Livorno; Italy. Thus, the parties actually entering the contract are the passenger and the transport company Moby S.p.A. For shipping, only TOREMAR, Toscana Regionale Marittima 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.