



**General Transport Conditions
for passengers and carried along vehicles**

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Definition of terms for the following text:

Company/Transport Company: Compagnia Italiana di Navigazione S.p.A.

- Via Sassari, 3 CAP 09123 CAGLIARI (place of jurisdiction)
- Calata Porto di Massa Interno Porto snc Capannone Juta
CAP 80133 NAPOLI (administrative headquarters)

Usually, the contractual Transport Company is the maritime transport company. The vessel used for transport may be owned by Compagnia Italiana di Navigazione S.p.A. or belong to the fleet of another executing transport company.

Executing Transport Company: a company other than the contractual Transport Company that executes effective transport in whole or in part.

Passenger: any person who concluded a personal maritime transport contract and therefore owns a ticket issued by Transport Company through its direct sales channels (ticket counter, internet) and/or indirect sales channels (authorised travel agencies) and travels on Transport Company's vessels.

Vehicle: any vehicle transported on behalf of the passenger that is not intended for transportation of freight. The definition "vehicle" also includes any trailers and/or caravans, even though a different fare will be charged for these due to increased space requirement. Not included in this category are vehicles that are intended for commercial purposes (refrigerated vehicles, transporters exceeding a length of 6 m, lorries); these are subject to the standards for transport of goods in accordance with art. 419 et seqq. Codice della Navigazione (Italian Navigation Act).

Ticket: transport document that constitutes proof of conclusion of the transport contract or, where applicable, a travel ticket in accordance with ex art. 396 Codice della Navigazione (Italian Navigation Act).

Luggage: hand luggage that is not registered and/or stored in the private vehicle parked in the vessel's garage and only contains passengers' personal belongings.

Company shall transport passengers, luggage and corresponding vehicles in accordance with the General Transport Conditions set out below, the provisions of art. 396 et seqq. Codice della Navigazione (Italian Navigation Act), the regulation (EU) 1177/2010 and, where applicable, the regulation (CE) 392/2009 when applicable. The aforementioned rules and standards are available for inspection on board the vessels, in the ticket offices in ports and on the premises of Company and may also be accessed online (www.tirrenia.it). A summary of the conditions that regulate transport by Company's vessels is also provided on the ticket. Information on the rights of passengers in accordance with the regulation (EU) 1177/2010, which is based on the "Mobility Charter", is available on board the vessels, in the ticket offices in ports and on the premises of Company and may also be accessed online (www.tirrenia.it). The General Transport Conditions are subject to amendments and changes in order to adjust them to applicable regulations. The valid wording of the General Transport Conditions that defines the contract terms is available on the website of Company (www.tirrenia.it).

Purchase of a ticket by the passenger constitutes unconditional and legally effective consent to the General Transport Conditions for passengers and transported vehicles as set out below. Additionally, by booking and/or purchasing the ticket, the passenger agrees to the processing of personal details in accordance with the modalities set out in the information leaflet on data protection (available online at www.tirrenia.it) in accordance with the decree-law 196/2003.

Art.1 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.

Transport Company shall not be liable for delays caused by measures taken by the port and/or personnel that are not employed by Transport Company.

Art. 2 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 valid 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.

Art. 3 Accommodation

The passenger shall occupy the accommodation indicated on the ticket or, if not available, the accommodation allocated by the captain or paymaster. If objectively necessary, Company can allocate passenger accommodation other than the accommodation booked. Should this be

accommodation of a higher category, no price difference shall be charged; if the accommodation is of a lower category, however, the passenger may request reimbursement of the price difference.

If available, the passenger may obtain accommodation of a higher category than the accommodation already purchased. In return, the passenger has to pay the corresponding price difference at the full rate (even if the passenger is entitled to discounts, he has no right to have these applied in this case). Accommodation (cabin and recliner) must be vacated at least one hour before scheduled arrival in order to ensure safe disembarkation, unless the so-called "late check-out" option was purchased (see information leaflet available online at www.tirrenia.it).

Modalities and times at which accommodation has to be vacated as well as the Meeting Point of the vessel will be communicated by the vessel management.

Art. 4 Ticket cancellation and refunds

If the passenger chooses not to travel, he is entitled to a refund of the ticket (excluded are special fare tickets, see art. 10), excluding the reservation charge. The following cancellation fees apply:

- Cancellation fee of 10% if cancellation takes place up until one day before booked departure of the vessel;
- Cancellation fee of 25% if cancellation takes place on the day and before booked departure of the vessel.
- Generally, reservation charges and online fee are not refunded.

The right to a refund of cancelled tickets shall expire 6 months after the initially intended date of departure.

Tickets sold subject to special fares cannot be refunded.

Art. 5 Loss or theft of ticket

Loss or theft of the ticket must be reported immediately to the booking office or an office of Company. 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, even at port office.

Art.6 Non-receipt of online tickets

Despite of Art.5 counts: if the customer does not receive a valid ticket due to reasons Transport Company is not responsible for, e.g. due to entering an incorrect e-mail address, disruption of the internet or mobile phone connection of the customer or in case of technical malfunctions of the devices of the customer, the booking centre must be informed of this immediately by e-mail to bigliettionline@tirrenia.it. A copy of the ticket costs € 10,00 and can only be issued if the holder of the ticket identifies himself and if the original ticket was not yet used.

Art.7 Rebooking charges

Changes to tickets may only be requested before departure of the booked trip and are divided into rebookings until the day before booked departure, rebookings on the day of departure and rebookings of special fares or promotion fares.

Please find details for all rebookings below:

➤ **Rebookings until the day before booked departure:**

1) No rebooking fee is charged if date, route or departure time of the crossing is changed and if the price of new ticket is equal to or higher than that of the previous ticket. If the new ticket price is lower, a fee of 10% of the total previous ticket price is charged;

2) No rebooking fee is charged if accommodation type, number of passengers or vehicles is changed and if the price of the new ticket is equal to or higher than that of the previous ticket. If the number of passengers and/or vehicles is changed in part, a fee of 10 % of the price for the cancelled accommodation, passenger and/or vehicle, excluding reservation charges, is charged.

➤ **Rebookings on the day of departure:**

All rebookings ordered on the day of the departure are subject to rebooking charge of 25%.

➤ **Rebooking of special fares or promotion fares:**

A fee of EUR 25.00 is charged for any change to a ticket bought at a special fare, plus the price difference to the fare applicable on the respective day. If this change is requested on the day of departure, the aforementioned charge of 25% is payable in addition to this.

No refund is payable for rebookings in regard to number of passengers and/or vehicles of a special fare ticket.

Rebookings are only permissible for certain special fares or promotion fares as expressly indicated on the ticket.

It is mandatory to return the original ticket (before rebooking) to the office processing the rebooking.

A modification is permitted only onto departures of the executing transport enterprise (Compagnia Italiana di Navigazione S.p.A.) published on the internet site.

Art. 8 Malfunction of the vessel – cancellation of departure – change of route

Without prejudice to application of the regulation (EU) 1177/10, the passenger must be reimbursed for the ticket price paid in case of cancellation of departure not caused by the Company.

If, however, Company is responsible for cancellation of departure and if the passenger does not accept any other crossing after the intended departure, he is entitled to both reimbursement of the paid ticket price and damages.

Damages may not be more than twice as high as the paid net price of the ticket, also when the cancellation took place due to justified reasons.

The same shall apply in case of possible changes of route or departure times for which Transport Company is responsible and based on which the passenger declines travel.

A modification is permitted only onto departures of the executing transport enterprise (Compagnia Italiana di Navigazione S.p.A.) published on the internet site.

Art. 9 Delays

In case of delays, Company shall inform the passengers of estimated arrival and departure times as soon as this information is available, but no later than 30 minutes after the scheduled departure time or no later than one hour before the scheduled arrival time.

If passengers miss connections due to the delay, Company shall inform them of alternative connections.

If Company anticipates a delay of more than 90 minutes compared to the scheduled departure time for which Company is responsible, it shall offer passengers gratuitous comfort and refreshment in proper relation to the waiting time and within the limits of the capacities of the ship or the port.

In case of a delay (or missed connection) that Company is responsible for and which necessitates one or more overnight stays or, as applicable, an additional stay exceeding the stay originally planned, and if or where this is possible at all, passengers shall receive free accommodation in a hotel or other accommodation, transport from the port terminal to the accommodation as well as meals and catering as set out above. In this case, Company may limit total onshore accommodation costs to EUR 80.00 per night for a maximum of three nights.

If transport by vessel cannot be continued, Company shall organise alternative transport services for the passengers as soon as possible.

Subject to application of the preceding articles, Company pays special attention to the needs of disabled persons and persons with limited mobility as well as their attendants.

If Company anticipates a delay of more than 90 minutes compared to the scheduled departure time, the passenger immediately receives:

- a. an offer for an alternative transport service at reasonable conditions or, if this is not possible, information on alternative services that are offered by other transport companies;
- b. a refund of the ticket price if the passenger does not accept the alternative transport service as set out in a.

Reimbursement in accordance with b. shall take place in the same manner as set out for financial compensation in the following article.

In case of special events (religious or sports events etc.), without prejudice to applicable EU regulations and trade agreements, the financial compensation Company may have to pay passengers in case of delays it is responsible for shall be calculated in proportion to the ticket price paid; the following minimum amounts are guaranteed:

- 25% of the ticket price in case of delay of at least:
 - a. one hour in case of regular travel time of no more than four hours;
 - b. two hours in case of regular travel time between four and eight hours;
 - c. three hours in case of regular travel time between eight and 24 hours.
- If the vessel is delayed for more than twice the amount of time set out in a. to c., financial compensation shall amount to 50% of the ticket price.

Financial compensation shall be paid upon request by the passenger in the form of vouchers and/or other services or, where applicable, in money, within one month of filing this request. No compensation has to be paid in case of delays caused by weather conditions that endanger the safety of the vessel or in case of extraordinary circumstances that impedes provision of the services.

Company shall effect payment by bank transfer. Exempted from this procedure are tickets issued by tour operators/travel agencies, which are normally refunded by the tour operator/travel agency that sold the package holiday.

Art. 10 Special fares – special conditions

The special offers by Company are listed online on the website www.tirrenia.de.

Utilisation of these special fares is subject to some limitations:

- Availability of special fares depends on the number of spaces made available for these (varies depending on date, departure time and route);
- All published offers are valid on the day of ticket reservation and do not include any of the special offers and promotional actions offered probably over the time of season by the company additionally and that may differ from the valid conditions at date of printing. A retroactive application is not possible and there is no right on change of already effected transport contracts.
- In general, these are not applicable retroactively and cannot be combined with other discounts or promotions;
- A special fare ticket cannot be refunded under any circumstances, also not in part and for no route; this condition affects all passengers as well listed in the same booking.
- Rebooking of a special fare or promotional fare ticket costs EUR 25,00 per change plus the possible price difference to the fare on the respective day. On to carried along vehicles promotions may apply;
- Promotions are not applicable to vehicles intended for the transport of goods.
- If for the application of a special fare a vehicle carried along gets necessary and it was missing at embarkation the customer gets obligated to pay a penalty.
- Generally a contractual penalty gets due if the service staff states incorrect indications at booking; on return trips even if the outbound trip has already been effected.
- The penalty usually corresponds to the costs of the highest fare written out.

Fares for residents / people born in the area

Reduced fares for inhabitants of Sardinia, Sicily and Isole Tremiti: 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.

On routes from and to Sardinia only, reduced fares for inhabitants of Sardinia are also available for persons born on Sardinia who reside in another region where they are employed as employees as well as for their family members who live in the same household as the person born on Sardinia.

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.

Travel price reductions

Company grants the following passengers a reduction of travel prices:

- Citizens who are regularly registered in the Italian electoral register and travel in order to vote in an election;

Passengers entitled to various reductions are only granted the cheapest option as reductions cannot be combined.

In order to benefit from the reduction, the passenger must document his claim to application of the requested fare both when purchasing the ticket and during embarkation.

The document must be presented to the responsible personnel whenever the passenger is asked to do so. If the passenger cannot present the corresponding document during the crossing, he has to pay the difference between the reduced fare already paid and the double amount of the standard fare.

Art. 11 Call centre

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

Europäische Reservierungszentrale

MOBY Lines Europe GmbH
Wilhelmstrasse 36-38
D – 65185 Wiesbaden
Tel. +49 611-14020
Fax. +49 611-1402244
Mail: info@tirrenia.de
www.tirrenia.de

Art. 12 Taxes, surcharges and other costs

The amount of "taxes, surcharges and other costs" is subject to change until the time of ticket issuance, unless the taxes, surcharges and other costs will change due to new regulations.

Art. 13 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 two hours 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.

Art. 14 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 0039-081-7201262. 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 of) 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.

Art. 15 Behaviour of passengers on board

The passenger must observe the instructions issued by the vessel management from embarkation until disembarkation; additionally, he should behave in a careful and cautious manner by taking care of the safety of himself, the people and animals he bears the duty of care for and he should mind his personal belongings whenever weather and sea conditions so require.

The passenger is obliged to act in a civil manner and to treat other persons on board and the on-board personnel with respect, to refrain from insulting or harmful behaviour and to observe safety and hygiene regulations. In particular, he must not damage seats and other furniture, throw objects onto the floor or into the sea, but only into the corresponding waste bins. He must use sanitary facilities in a manner that prevents damage or blocking and must observe instruction of the on-board personnel during the crossing. The passenger must not occupy more than one seat, taking into consideration that booking of only the crossing does not automatically guarantee a seat being available and that the permissible maximum number of transported passengers is determined based on the specific applicable provisions.

Smoking is prohibited in all enclosed spaces. The on-board personnel is legitimised and ordered to monitor compliance with this prohibition and to report possible violations to the responsible authorities in accordance with the law dated 16 January 2003 and the corresponding implementing agreement dated 16 December 2004. If necessary, each violation will result, in addition to a possible warning by the on-board personnel charged with monitoring, in intervention by security bodies that may be deployed depending on jurisdiction.

Company is under no circumstances responsible for loss of or damage to shipped vehicles or items kept in these that is caused by other vehicles unless this damage can be attributed directly to Company. Possible disputes must be directly resolved by the involved parties.

Art. 16 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.

Art. 17 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.

Art. 18 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.

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.

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.

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.

Art.19 Transport of weapons

In accordance with art. 384 of the regulations for maritime navigation D.P.R. No 328 of 15 February 1952, passengers must hand over all weapons and ammunition in their possession to the captain who will ensure their storage until disembarkation. In case of persons who carry weapons or ammunition as part of their profession or service (notification required), these may only be collected based on serious grounds and after prior review by written declaration.

Non-compliance with the obligation to report the transport of weapons shall be treated as misdemeanour in accordance with art. 1199 clause 2 Navigation Act, provided no crime was committed.

Art.20 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.

Art.20.1 Lost items

In case of items left or lost on board, the passenger may directly contact the paymaster's office on the same day, ideally before the vessel continues its journey.

Within ten days of the loss, the passenger can contact the Company's office in the port of arrival where found items are kept at the disposal of the owner or, alternatively, the Company using the electronic contact form, selecting the heading "lost items" on the website www.tirrenia.it.

Here, the passenger has to provide his name, travel details (date, route, vessel, number of cabin or recliner) as well as a detailed description of the lost item.

After expiry of this period, the items not collected are sent to the head office in Naples, located at:
Calata Porto di Massa Interno Porto snc Capannone Juta –CAP 80133, Napoli.

Subsequently, after further searches by the responsible division, the items are handed over to the lost-and-found office of the City of Naples that receives the same kind of items from all ports and ensures storage and keeping as provided for by corresponding civil law.

Art. 21 Passenger details

In accordance with L. D. No 251 of October 13th 1999 and in regard to the directive 98/41/EC of 18 June 1998 and because of the antiterrorism regulation and the ISPS code we have to indicate the following to our customers: any passenger requiring special aid or assistance in a case of emergency is obliged to notify Transport Company thereof. All passengers, including minors, must report for embarkation with a valid identity document. If they do not have one they will be refused embarkation. Passengers in need for special help for embarkation (passengers with reduced mobility etc. with as well as without vehicle) must indicate this while booking getting in touch with the transport company with regard to availability of suited accommodation and/or an unobstructed access to the ship. Furthermore you must appear latest 2h before departure in the harbour and communicate the stuff on board resp. harbour the need of the mentioned help in order to park the vehicle close to appropriate accesses to the ship decks and spend perhaps assistance while dis- and embarkation

All passengers must provide the following information already upon reservation: surname, fist name, gender, nationality, age category (new born, infant, child, adult), Place of birth and date of birth. Any change in regard to the aforementioned information occurring between reservations and crossings must be communicated immediately.

The personal details collected according to this article are only stored for the time set out in the aforementioned decree and/or to implement the provisions of the *Decreto Legislativo* [legislative decree] No 196/2003.

Art. 22 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.

Art. 23 Disabled persons and persons with limited mobility

The acceptance of passengers with special requirements on board is regulated in the *Decreto Legislativo* No 52 of 8 March 2005, the corresponding implementing provision of the Ministry for Infrastructure and Transport, the Regulation (EU) No 1177/2010 and in-house procedures.

Considered **passengers with limited mobility (PMR)** are persons whose mobility is limited due to a physical disability (sensory or motor, temporary or permanent), a mental disability or incapacity or any other type of disability, pregnancy or age, whose condition requires special attention and adjustment of the service provided to all passengers in order to meet the special requirements of these passengers.

Company accepts reservations of disabled persons and persons with limited mobility requesting reservation subject to the same conditions that apply to all other passengers and agrees to provide assistance at no additional costs.

1. **Assistance in ports:**

- PMR receive assistance, if required, upon accessing the port area, irrespective of whether they arrive in private vehicles, by bus or by train;
- PMR are accompanied to the ticket counter for purchase of the ticket for the sea voyage or, if they already have a ticket, to embarkation;
- PMR are accompanied to the ticket counter after disembarkation.

2. **Assistance on board:**

PMR receive assistance from the on-board personnel:

- during embarkation and disembarkation;
- during luggage processing;
- when accessing the booked accommodation;
- when accessing sanitary facilities.

If the PMR is looked after by an own attendant, these persons can request assistance both from the port and during embarkation and disembarkation.

In case of blind PMR, Company provides gratuitous accommodation for the attendant.

Passengers that are currently undergoing clinical treatment must be able to provide an original medical certificate of a public institution which must have been issued within 48 hours prior to departure.

Passengers who can only be transported on a stretcher must be accompanied by at least one person qualified for the assistance required.

Persons with handicap or with limited mobility must inform Transport Company of their specific requirements for accommodation upon booking or purchase of the ticket, e.g. seat, service required or necessity to bring medical devices, if these requirements or needs are known at this point.

PMR must inform Company or the port office of any other kind of assistance no later than 48 hours prior to departure and they must present themselves at the agreed place/time before scheduled departure.

If the ticket is purchased through a travel agency or a tour operator, the passenger has to make sure that the request for required special assistance is filed in accordance with the applicable booking conditions of Compagnia Italiana di Navigazione S.p.A.

Purchase of a ticket with simultaneous notification of a disability entitles to privileged embarkation of the transported vehicle and the provision of reserved seating in the public areas of the vessel. In order to be able to utilise privileged embarkation, the disabled person or person with limited mobility has to visibly display the disability certificate and the ticket in the vehicle and must arrive for embarkation at least 2 hours before departure.

If aforementioned notification is not provided, Company shall do all that is in its power to guarantee the assistance required to enable the disabled person or the person with limited mobility to embark the booked vessel for departure and to disembark upon arrival.

In order to guarantee the best service possible, disabled passengers or passengers with limited mobility and persons requiring special assistance who are not travelling with a vehicle should present themselves at check-in at least one hour before departure.

In order to facilitate the stay of passengers with limited mobility, ships of Company's fleet provide reserved parking spaces for the vehicles of passengers using wheelchairs; lifts and stair lifts; correspondingly equipped cabins including shower and toilet; reserved areas in the recliner area and communal areas as well as public sanitary facilities for disabled persons. All of Company's ships provide PMR access to public areas (restaurants, self-service, cinema, etc.).

Passengers requiring oxygen supply must provide a corresponding supply sufficient for the crossing themselves as the oxygen available on board may only be used in emergencies.

The passenger may only embark one oxygen dispenser. Embarkation of oxygen tanks for filling of the oxygen dispenser must be authorised by the Ministry for Infrastructure and Transport – management headquarters; the authorisation is issued by the local port authority.

Additionally, the passenger has to provide a medical certificate upon embarkation that confirms ability to travel in accordance with the provisions already set out above.

Compagnia Italiana di Navigazione S.p.A.:

- ensures that own personnel responsible for direct assistance of disabled persons or persons with limited mobility received special training in support and sensitisation;
- guarantees that all new staff complete training in regard to disabilities and that the entire staff attend corresponding advanced training courses at an appropriate time;
- guarantees that, if a disabled person or person with limited mobility travels with an assistance dog, the dog will be allocated the same accommodation as this person, provided Company was informed of the dog in advance; this applies in accordance with applicable provisions regarding the transport of accompanying animals;
- guarantees compensation if wheelchairs or other mobility aids or parts thereof are lost or damaged during transport at the port or on board the ship if Transport Company or the port terminal is responsible for this damage or causes the damage due to negligence. If required, Company shall do all that is in its power to replace the equipment as soon as possible.

Art. 24 Information on embarkation and rules for crossing

It is recommended that passengers take valuables and items required during the crossing out of their vehicles and on board, (all ships are air conditioned). The shipping company does not assume liability for possible loss of valuables or vehicle equipment. After embarking it is strictly forbidden to leave the ship!

If the ship has an entrance for passengers on foot, only the driver may access the garage with the vehicle, all other passengers must use the entrance stairway at the side and present a copy of the ticket on request. The enter of the garage while crossing is expressly prohibited.

Art. 25 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.

Art. 26 Complaints

In case of deficiencies or irregularities in services of Company, the passenger may enter complaints and/or suggestions in writing into the book "Reclami e Suggestimenti" ("Complaints and

Suggestions"), which is available at the vessel management office on each vessel or may report these to Company electronically using the contact form on the website of Company, www.tirrenia.it, selecting the heading "reclami" (complaints). Here, the passenger has to provide his personal details, travel details (date, route, ship, cabin / recliner number) and a detailed description of the deficient service.

The passenger may also report these interruptions or deficiencies of the service to the management headquarters of Company by letter:

Compagnia Italiana di Navigazione S.p.A.
Calata Porto di Massa Interno Porto snc Capannone Juta
CAP 80133 Napoli

The complaint must be filed within 2 months of the date on which the transport service was provided or was supposed to be provided. Company will inform the passenger within one month of receipt of the complaint whether the complaint is acknowledged or rejected or whether it is still being reviewed.

The passenger will receive a definitive answer by Compagnia Italiana di Navigazione S.p.A. within 2 months of receipt of the complaint.

Art. 27 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.

Art. 28 Responsibility of the executing transport company

If transport is not provided by the contractual Transport Company, the executing transport company shall assume responsibility for transport in terms of article 1681 Civil Code and the European regulation (EC) No 392/2009 when applicable. Based on these, the passenger is also entitled to take actions against the executing transport company.

If the executing transport company is a company other than the contractual Transport Company, the executing transport company may already be indicated upon booking by specification on the ticket itself or it may be specified within 24 hours prior to departure.

Art. 29 Licence plate

On the base of the valid regulations the administration authorities oblige the transport company to communicate car plates of all carried along and therefor transported vehicles; consequently the passengers are obliged to give those data at disposition to the company.

Art.30 Group tariffs

For travelling groups, special tariffs are foreseen (in defined periods of the year), for information contact info@tirrenia.de by e-mail.

Art.31 Cargo transport

The offices of the Compagnia di Navigazione Italiana S.p.A. are at your disposition with pleasure about information, offers and bookings resp. the transport of freight under phone 0039-081-7201262.

Art. 32 types of carried along vehicles

Car until 4m length (quad-vehicles incl.)

Car 4-5m length

Car until 5m length and 2,20m height as well as wider than 1,85m

Motor bikes, mopeds

Transporter longer than 6m must be booked via the cargo offices

Bicycles (if parked within the garage)

*CAMPING ON BOARD – only camper and cars with caravans following meters of length incl. shaft, tow bar or others (min. 4,50m)

*car longer than 5m, MINIBUS, CAMPER, CARAVAN, APECAR, PICK UP, TRAILOR AND TRANSPORTERS, following meters of length incl. shaft, tow bar or others (min. 2m)

*At calculation of the meters in length, it is rounded up or down to 0,50meters depending on the length lying below or over 25cm.

Art. 33 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.

Art. 34 Procurement clauses

MOBY Lines Europe GmbH, Wilhelmstraße 36-38, 65183 Wiesbaden, Germany is merely responsible for the procurement of shipments to the transport company tirrenia, Compagnia Italiana di Navigazione S.p.A, Via Sassari, 3 CAP 09123 CAGLIARI (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.