



GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND ACCOMPANYING VEHICLES IN THE PUBLIC SERVICE FOR THE VOYAGE OF THE LINE ST. TERESA DI GALLURA - BONIFACIO - ST. TERESA DI GALLURA FROM THE 1ST OF NOVEMBER 2021 UNTIL THE 31ST OF MARCH 2022

The following general terms of transportation are available at all ticket desks, Moby S.p.A. company offices and travel agencies. The transport company is: Moby S.p.A. (abbreviated to "Moby" in the following). "Passenger" designates any person transported in accordance with the present general terms of passenger and vehicle transportation. The passenger is asked to observe the transport company's and the ship commander's Italian and foreign regulations and orders. For any feedback or complaints, please complete the form found on the website www.moby.it. The Company assumes the carriage of passengers, and accompanying luggage and vehicles, according to the following conditions of carriage, which are governed by Arts. 396 and seq. of the Italian Navigation Code, EU Regulation 1177/2010, and EC Regulation 392/2009 and which are adequately publicized on-board the ships, in all the offices of Representatives authorized to issue tickets in the ports of embarkation, as well as in company offices and on the website. A summary of the conditions governing carriage on the Company's ships and high-speed vessels is printed on the ticket. Information regarding passengers' rights pursuant to EU Regulation 1177/2010 outlined in the "Service Charter", are available on-board the ships, in all the offices of Representatives authorized to issue tickets in the ports of embarkation, as well as in company offices and on the website. The General Conditions of Carriage are subject to variations and amendments in accordance with the applicable legislation. The General Conditions posted on the Company's website (<http://www.toremair.it/en/>), take precedence when interpreting the contract.

1-TRANSPORT REGULATIONS

The purpose of the contract consists of the transport of natural persons and luggage carried along, regulated by these General Terms of Transportation, by article 396 and seq. of the Italian shipping right as well as, by the European Regulation CE/392/2009. A summary of the requirements of this regulation of passenger's rights can be found on www.mobyines.com and is laid out at all the check-in counters. The transportation of vehicles carried along is regulated by the Italian law of carrying objects on the sea (Art. 410 and following of Italian shipping right) as well as by the General Terms of Transportation Regulations given hereby. The information about rights of passengers referring to the regulation UE/1177/2010 is laid out on board of the ships as well as at check-in counters. The transport company does not assume liability for losses that passengers have to sustain due to delay or cancellation of the transportation, events that are caused randomly, by force majeure, bad weather conditions, strikes, technical faults due to force majeure or other reasons beyond the company's scope of influence. The commander is entitled to change the intended course of the ship if events occur that may put the safety of the ship and the passengers at risk. With regard to liability regulations concerning the transport of passenger, vehicles and other, which are not included into these general terms and conditions, we explicitly refer to the applicable provisions of the Italian Shipping Code. Passengers are responsible for their luggage and the items contained therein until the moment of embarkation. The scheduled crossing times are approximated values and their calculation is based on the distance between two ports and good weather conditions. Published timetables and prices are subject to change. In the event of a delay, Moby will inform passengers of the estimated time of departure and arrival as soon as this information becomes available. If passengers miss connections because of a delay, Moby will make reasonable efforts to inform the affected passengers about alternative connections. Moby shall immediately inform the Region of Sardinia of any disruption to the services covered by this contract (at least, within 48 (forty-eight) working hours, provide a report on the measures taken to comply with the obligations in case of delay). Reference is made to the provisions of Regulation (EU) No 1177/2010 amending Regulation (CE) No 2006/2004 on the rights of passengers at sea and in inland waterway transport and to Decree-Law No 129 of 29 July 2015 "Sanctions for breaches of the provisions of Regulation (EU) No 1177/2010 and subsequent amendments and expansions in amending Regulation (CE) No 2006/2004 on the rights of passengers at sea and in inland waterway transport". The transport company is not liable for delays caused by harbor precautionary measures.

2-TICKET

The ticket is issued under a name, is nontransferable, and is valid for only those crossings specified on the ticket. The passenger is to keep the ticket and present it along with valid travel document on request of an officer or a representative of the transport enterprise. Should the passenger not be in possession of a valid ticket, then twice the regular ticket amount will be charged and compensation for damages will be raised. By the requirements of the ticket, the client has to control and verify his data and details of his reservation at the check-in desk. If all vehicle-specific data matches with the vehicle's registration and travel documentation, Moby is not liable for any responsibility for a wrong ticketing or omissions.

3-CANCELLATIONS / REFUNDS

The transport company is not liable for damage to passengers caused by non-performance of carriage occurred when the event occurred accidentally, due to force majeure, bad weather conditions, strikes and technical disturbances caused by force majeure or other reasons, which the transport company is not responsible for. The transport company is not liable for delays caused by harbor precautionary measures. The times given for the crossing are standard values.

Tickets issued at the BASE rate can be partially refunded if canceled prior to the booked departure date. The cancellation must be documented by an agent's office or by an authorized travel agency with a validation stamp, date and time and sent to the reservation center (within its opening hours). The canceled original ticket must be given to the agency that issued it. The refund must be requested from the issuing office and is always associated with the following fees (the specified number of days does not include the day of cancellation):

ALL TICKETS:	
Up to 30 days before departure:	10% of the travel price
29 days - 48 hours before departure:	20% of the travel price
From 48 hours - 4 hours before departure:	50% of the travel price

A later cancellation or a cancellation of a ticket purchased the day of departure as well as a No-show will incur a 100% cancellation fee. By purchasing the travel cancellation insurance, together with the transport company's ticket it is possible for these insurance cancellation costs to be reimbursed in cases of unforeseen events such as those listed in the insurance conditions. (See information on the website www.moby.it) Surcharges and other fees will not be refunded. The claim for reimbursement expires if it is not applied for by 31 January of the year following the originally planned departure year.

4-LOSS OR THEFT OF THE TICKET

The booking or port office must be informed immediately of loss or theft of a ticket. Replacement tickets may only be issued on the conditions that the lost ticket has not been used, a valid reservation has been made and the passenger can provide proof of identity by passport or identity card.

5-TICKETS PURCHASED ONLINE BUT NOT RECEIVED

In the event that a ticket is not received for reasons beyond the Carrier's control, for example due to a wrong address provided by the passenger, internet or mobile phone network problems, computer or landline malfunctions, etc., the reservation helpdesk must be contacted promptly at info@mobyines.de. Replacement tickets may only be issued on the conditions that the lost ticket has not been used, a valid booking is in place and the passenger can present an ID card or passport.

6-BOOKING CHARGES

Amendments, such as date or time, route, number of passengers, if permitted and if available, will be accepted until 2 hours before departure within the operating hours of the Call Center, provided they are shown on the ticket. In addition to the possibly required extra charge, 10 € charges per change will be charged.

Any price differences and changes in the number of passengers, vehicles, vehicle categories and accommodation will be provided by the issuing office with the following withheld fees:

10% for more than 30 days before departure
20% for more than 10 days before departure
50% refund if less than 9 days before departure

The specified number of days does not include the day of change and the day of departure. Amendments are permitted only for scheduled departures. Prior to the modification, the original ticket must be handed over to the agency that processes the modifications.

7-CHECK-IN

Check-in must be made no later than 60 minutes before departure (without vehicle at least 30 minutes before), subject to any other instructions from the harbor authorities. Immediately after the ticket check, the passenger has to embark. Embarkation cannot be guaranteed in cases of late arrival. For persons with disabilities or persons with reduced mobility, Article 15 applies. Passengers in possession of a valid ticket issued before the departure day may check whether there are any changes in the service booked that are beyond the control of the carrier.

8-EMBARKMENT AND DISEMBARKMENT OF VEHICLES

A) Gas-driven vehicles must be registered extra with booking and embarkation.

B) Vehicle's alarm systems and anti-theft devices must be switched off on the ship. C) Delivery trucks and transport vehicles (more than 6m length), trucks and empty or loaded vehicles of all kind, as well as the transport of goods as well as the transport of vehicles for more than 1500 kg load are not regarded as special vehicles but as freight vehicle. They must be booked separately at freight tariffs and are therefore not regarded as "carried vehicles" in accordance with these General Conditions of Carriage. At supplying information about length, width and height, we require the overall dimensions of the particular vehicles incl. all installations plus probable rear- and roof-carriers. If the vehicle exceeds the total height of 2.20m and the total weight of 1.85m, this must be stated during the booking. In case of wrong information and/or non-compliance with the regulations, the carrier can cancel the ticket and automatically set it into a waiting list. The corresponding difference in price plus 50, 00 € fee is collected, even for a probably already used going-out crossing. Accompanying vehicles will not be embarked in the order of their arrival at the port, but according to the instructions given by the ship's captain. The crew and the vehicle must be placed on the ship. They must be embarked, parked (with the hand brake pulled, the gear engaged and the lights off) and disembarked by the passenger.

Please do not insert the alarm but make sure that the doors and luggage compartment are well closed. The accompanying vehicle, including any trailer or caravan with what is contained therein is accepted by the carrier as a single unit of load. With reference to Article 412 of the Italian shipping right possible vehicle damages or other events originated from our ships must be reported before the debarkation. The passenger must claim the damage to a responsible officer, so that a Damage Standard form can be filled out and signed. Without this form the damage claim cannot be processed. For embarkation, roof racks fastened to the vehicle must be properly secured and all necessary measures taken to store and transport it.

9-PREGNANT WOMAN

Pregnant women, must present the board officer with a medical certificate stating that they are fit to travel, issued no earlier than 48 hours prior to departure (for every single departure). Boarding is subject to the passenger's acceptance of the risks associated with the absence of special assistance and structures equipped to handle pregnancy-related emergencies on-board, and also with the specifics 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.

10-UNACCOMPANIED MINORS

Passengers aged between 12 and 17 years inclusive may travel unaccompanied at the responsibility of their parents or custodians. The unaccompanied minor must present a written statement outlining the ticket details and the parents' or custodians' assumption of responsibility for the trip, together with a copy of the family status certificate and their identity document. Children under 12 years of age cannot travel unaccompanied and must therefore be accompanied by a parent, guardian, disembarkation and throughout the crossing by at least one passenger of age. Minors must have a valid identity document for the trip in another country. All minors may only travel in another country with an individual identity document; mentions in the identity document of the parents are not valid.

11-PETS AND PROTECTED SPECIE

Pets and other animals will only be boarded if a valid ticket, relevant proof of rabies vaccination, and a current veterinary certificate can be presented at the time of boarding. The passenger undertakes to indemnify and hold harmless the carrier in any liability arising from failure to comply with the relevant regulations and laws. In compliance with the provisions of the Order dated 27 August 2004 issued by the Italian Ministry of Health in Official Journal No. 213 Art. 2, passengers are reminded that dogs must wear a muzzle and be held on a leash. Pets are not allowed in lounges. They are restricted to external decks, or designated kennels where available, until disembarkation. Guide dogs intended for the assistance of blind persons, if accompanied by relevant documentation, are exempt from the payment of the ticket. The transport of the animals and their care are the responsibility of the owners. The carrier is not liable for any accidents involving the animals transported in compliance with article 727b of the Penal Code. In application of EC directives 73/92 and 147/2009, and Italian Law No. 150 of 7 February 1992 in application of EC Regulation 338/97 of the Council dated 9 December 1996, only protected animals and plants with a valid license or certificate may be carried, under the conditions specified therein.

12-TRANSPORT OF WEAPONS

In compliance with article 384 of Italian Maritime Navigation Regulation Presidential Decree No. 328 dated 15 February 1952 - "Passengers, at the time of boarding, must hand over any weapons and ammunition to the ship's captain for safekeeping until disembarkation. Weapons and ammunition held as part of the passenger's functions or service may only be removed for serious and manifest reasons that must be detailed in a statement at the time of removal. Failure to report weapons is sanctioned pursuant to Art. 1199, paragraph 2 of the Italian Navigation Code, in the absence of a more serious offence.

13-PASSENGER INFORMATION

In compliance with Italian Decree Law No. 251 of 13 October 1999 in application of EEC Directive No. 41/98 of 18 June 1998 and regulations relating to the application of the IPS code and anti-terrorist laws, the following should be noted: at the time of boarding all passengers are required to report to the Carrier any information regarding his/her necessity for special assistance and/or treatment in emergency situations. All passengers, including minors, must present themselves at boarding with a valid identity document, if not provided, will be denied boarding. Passengers who require assistance during embarkation (persons with reduced mobility or wheelchair users) must indicate this at the time of booking by contacting the shipping company's call center to find out about suitable accommodation and access to the ship. They must report to our staff at least 1 hour before embarkation in front of the vessel so that appropriate arrangements can be made for the embarkation of the vehicle (garage space near the lifts, etc.) and the time of boarding. All passengers are required to communicate their general particulars, understood as: SURNAME, FIRST NAME, NATIONALITY, GENDER, AGE GROUP (newborn, infant, child, adult), date and place of birth. In the event that any of the above particulars change between the time of booking and boarding, the passenger is required to communicate the change. Personal information collected pursuant to this article is stored only as long as is necessary to fulfill the requirements of the said Decree and/or in compliance with Legislative Decree No. 196/2003.

The passenger is liable for observe the entrance regulations of the individual countries, e.g. for journeys from Italy to France and vice versa a passport or identity card (even for minors) is required.

14-PASSENGER HEALTH

There is not a medical officer on board and as such the Carrier does not accept passengers requiring healthcare during the crossing, except where specified in Art.17 below.

In presence of a valid medical certificate issued by a public healthcare facility (hospital, local healthcare units) or the passenger's GP, not earlier than 48 hours prior to departure, stating that the passenger will not require healthcare assistance during the crossing, the Carrier will allow the passenger to board, declining all liability in this respect. Furthermore, it remains up to the Captain's judgement whether to allow passengers who, through the abuse of drugs, hallucinogenic substances, or alcohol, present themselves in a physical or psychological state that makes them unfit to travel or that might result in them harassing other passengers or putting themselves or others in danger. In any of the above cases, the passenger will not have the right to be reimbursed for damages and will be responsible for any damages caused to their own person, the ship, its fittings or equipment, and third parties or their belongings. The fact that the passenger is allowed to board does not mean that the Carrier waives any right whatsoever to act later on their reservations concerning the passenger's condition, whether the passenger's condition is known to the Carrier or not at the time of boarding and/or departure of the ship.

15-PERSONS HANDICAPPED OR WITH RESTRICTED MOBILITY

The carrier accepts reservations for passengers with handicaps or restricted mobility at the same conditions as for all other passengers, yet with regard to the prescriptions contained in the European Regulation UE/1177/2010 (information about the prescriptions in the regulation see www.mobyines.com). Persons handicapped or with restricted mobility must communicate the carrier at state of purchase of the ticket their specific needs for accommodation for e.g. seat, the required service or the necessity of medical care to carry along as long as the need or requirement was known at this state of time. The notification can be given to the agency or the organizer of the voyage where the ticket's been purchased. The carrier supplies the information necessary for embarkation and service aboard to the passenger, hereby the time latest for the passenger to arrive at the port of departure. In case of necessity the carrier can demand the accompaniment of a person handicapped or with restricted mobility by another who can give assistance necessary to the person handicapped or with restricted mobility. This accompanying person is carried for free. If a person is handicapped or with restricted mobility is accompanied by an authorized guide dog, it is accommodated together with the passenger as long as he has informed the carrier accordingly to national prescriptions valid for the transport of authorized guide dogs on board of passenger ships. The carrier can refuse a booking or issuing a ticket or embark a person handicapped or with restricted mobility for the observance of obligations given by international, EC- or national requirements for security, or to observe obligations given by

commands of authorities in charge, or if got impossible embarkation or debarkation or save or concrete realizable transport due to the ships construction or equipment or the installation of the ports; this given, the carrier assumes the person handicapped or with restricted mobility at the exact reasons instantaneously. When demanded, these reasons are to be given in written form at latest five days to the person handicapped or with restricted mobility. Given, to the person handicapped or with restricted mobility embarkation was refused although in possession of a valid booking or a ticket and although he has the communication required effected, he and the probable between the person handicapped or with restricted mobility, under reserve of respect of security requirements.

The carrier is liable for damages resulting from the loss or damage of helps for mobility or any other equipment in use of person handicapped or with restricted mobility in case of the harming event was caused by guilt or negligence of the Carrier or the port operator. Guilt or negligence of the carrier is to be assumed at accident on high sea. Compensation shall be effected if the value of the equipment at state of purchase or a probable repair. These prescriptions are not valid in case of application of article 4 of the European regulations (UE) No.329/2009. The handicapped person or with restricted mobility who needs support at embarkation as well must inform the carrier latest 48 hours before about to requirements and latest reach the port 60 min before departure. With regard to disability or reduced mobility, MOBY is prohibited:

a) To not accept a reservation or issue a ticket;
b) To not to embark a person with disabilities with reduced mobility if the person concerned possesses a valid ticket or a valid reservation. Bookings and tickets must be offered to disabled persons and persons with reduced mobility at no extra cost. In the event of departure, stay or arrival of a disabled person or a person with reduced mobility in a port, Moby is responsible for providing free assistance to the person handicapped or with restricted mobility to the concession contract (a copy of which is attached as an attachment to these General Conditions of Carriage) at the embarkation and disembarkation to / from the departures for which he has bought a ticket. On board the ships, Moby will provide at least the assistance referred to in the aforementioned Annex "J" of the concession contract to disabled persons or persons with reduced mobility, free of charge. Moby is required to work with the port authorities to help disabled or reduced mobility persons.

(a) Assistance shall be given, provided that the type of assistance requested by the person with reduced mobility is reported to Moby at least 48 (forty-eight) hours in advance via their agency network. If the ticket permits multiple journeys, then one notification is enough if sufficient information about the departure times for subsequent journeys is made available.
(b) Moby will take all necessary measures to receive notifications of requests for assistance from the disabled or persons with reduced mobility. This obligation applies to all outlets, including telephone and internet sales;
(c) If no notification is made in accordance with letter a), Moby shall do its utmost to ensure that the disabled person or the person with reduced mobility is able to board the dancing vessel or the incoming vessel leaving the ship for which he has bought a ticket;
(d) Assistance shall be provided on the condition that the disabled person or the person with reduced mobility is present at the designated place:
- at least 60 (sixty) minutes before the published departure time;

(e) If a disabled person or a person with reduced mobility needs an assistant animal, that animal shall be embarked on the condition that Moby, including through its sales network, is notified in accordance with the applicable provisions for the carriage of recognized assistance animals on board passenger ships

Moby will additionally:

(a) ensure that their staff have the necessary knowledge to meet the needs of persons with disabilities and persons with reduced mobility, by providing disability and persons awareness training, as described in Annex J above of the concession contract;
(b) ensure that all new staff receive training on disability and that all staff members may participate in thematic courses. For the purposes of the preceding paragraph, the training must include an information form within six months of the conclusion of the concession contract or, in the case of new employees, after its termination. The thematic courses referred to in paragraph (b) always take place when there are significant changes to the training;
(c) In the event that wheelchairs, other mobility equipment or any part of it is lost or damaged during port handling or carriage on board ships, the passenger to whom it belongs will be compensated by Moby. If necessary, every effort will be made to quickly provide replacement equipment.

For all that is not provided for in this article, we refer to the EU Regulation (1177/2010) amending Regulation (CE) No 2006/2004 on the rights of passengers at sea and in inland waterway transport and to the Legislative Decree DL No 129 of 29 July 2015 "Sanctions for breaches of the provisions of EU Regulation No 1177/2010 (EC) amending Regulation (CE) No 2006/2004 on the rights of passengers at sea and in inland waterway transport".

16-EMBARKING INFORMATION AND SHIPPING REGULATIONS

During embarkation, passengers with accompanying vehicles are required to remove all valuable objects and any items needed during the crossing from the vehicle as it is forbidden to enter the garage while the ship is moving. The Carrier is not responsible for the loss of objects and/or equipment that may occur within the vehicles. In the event that the ship has dedicated foot passenger access, only the driver is authorized to access the garage where the vehicle is located and all other passengers are required to use the side stairs and present the copy of the ticket provided. It is absolutely forbidden to disembark from the ship after embarkation.

17-SECURITY AND COSTS ISPS

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

At the port of Bonifacio, passengers without a vehicle are not allowed to embark the following items:

• Category A weapons (firearms, bombs, laser beam weapons, ...)
• GPL/ Petrol / Diesel / Fire extinguishers • Diving equipment • Fireworks. Passengers with vehicles are not allowed to embark the following items:
• Category A weapons (firearms, bombs, laser beam weapons, ...).

18-VEHICLE LICENSE PLATE NO

Due to existing security regulations, ferry companies must inform the port authorities of the vehicle license plate number of each vehicle. Therefore passengers are obligated to indicate this when booking.

19-LOST OBJECTS

If the passenger forgets or loses personal objects on board, the passenger may contact the reception desk on board. If debarkation has already taken place, the passenger may download a standard form from Moby's Homepage and send it completed by email to oggetti.smart@mobyt.it. The appropriate department will investigate and inform of the results. The shipping company is not liable for objects lost or forgotten on board.

20-RESPONSIBILITY

The passenger must follow the instructions of the ship's command from the time of embarkation until disembarkation. In addition, the passenger must behave with common care and prudence, as well as to oversee the safety of himself, the persons and animals he carries and the safety of his belongings. This is especially important when the weather and sea conditions are rough during the voyage. The Carrier shall under no circumstances be liable for any loss or damage caused by another vehicle to the embarked vehicles or to the objects contained therein, unless they are directly responsible. Any claims must be settled directly between the parties involved.

21-JURISDICTION AND APPLICABLE LEGISLATION

The passenger, baggage and Carrier Transport Contract is governed by and construed in accordance with Italian law, and in particular the Shipping Act and applicable EU rules, subject to the provisions of these General Conditions of Carriage. For all disputes arising from the interpretation and / or execution of this contract, the place of jurisdiction of the transport company is exclusively responsible. For the passenger representing the consumer under the current Italian legislation, only the court of principal or temporary residence of that passenger is responsible, provided that the consumer has his principal or temporary residence in a country of the European Union.

22-FREIGHT

Moby Offices are at your disposal for all information, offers and bookings relating to the transport of goods (see www.moby.it or 02.57517411). Any updates to the General Conditions of Carriage or timetables will be posted on the website www.moby.it

23-PRIVACY

In accordance with Article 13 of EU Regulation 2016/679 on the protection of individuals and the processing of personal data and the transfer of such data, Moby, as the data controller, informs that the personal data provided by the passenger is processed only for purposes closely related to the management of the contractual agreement and the provision of services, including through appropriate information systems that ensure their security and confidentiality. The information is available on the website www.moby.it in the section "Help" - "Privacy".