

## General Conditions of Carriage

The Carrier agrees to transport passengers and vehicles according to the following General Conditions of Carriage (hereinafter referred to as the "**General Conditions**"), which are properly published at all ticket offices, company offices and travel agencies and with the on-board crew as well as on the Carrier's internet site (<http://www.blunavytraghetti.com>).

The term "**Passenger**" means any person transported according to these General Conditions. Passenger must comply with the provisions of Italian and European law as well as with the Carrier's regulations and the provisions of the ship's Captain. The term "**Carrier**" and/or "**Company**" refers to BN Sar. Nav S.r.l., with its registered office located in SASSARI (07100) at Piazza Ruju, n. 6, Tax Code and VAT Certificate number 02386710996.

**1) GENERAL CARRIAGE REGULATIONS** – The subject of the agreement is the provision of transport services as regulated by Article 396 et seq. of the Italian Code of Navigation. The indication of the ship that will provide the transport is merely indicative and the Carrier may provide carriage with another ship. The Carrier refuses any liability for damages caused to the Passenger due to delay, interruption or failed carriage if the occurrence is a result of a fortuitous event, force majeure, adverse sea weather conditions, strikes and technical problems or other causes not ascribable to the Carrier. At any rate, the ship's Captain reserves the right to alter the route if there are events that compromise the safety of the ship and/or the passengers. The rates and these General Conditions may be amended up until the time of issuance of the ticket. For the entire duration of the trip and up until disembarkation, passengers are responsible for their own baggage and other personal effects (when transported outside the baggage) in a manner that prevents them from being a hazard or hindrance to the other Passengers and/or to the crew, and the Passengers shall remain fully liable for the same and for any items contained in the baggage. Crossing times are calculated based on the distance between ports and under favorable sea weather conditions. The Carrier shall not be held liable for delays due to port operations. All people on board are subject to the authority of the ship's Captain, who has the disciplinary powers prescribed by law (article 186 of the Italian Code of Navigation). At the start of boarding, and up until the time of disembarkation, the Passenger must comply with the current requirements, regulations and provisions on board and/or issued by the ship's Captain and/or issued by the Carrier. Passengers must also behave according to common due diligence and prudence, ensuring their own safety and security as well as that of the persons and animals under their custody, especially during adverse sea weather conditions. Therefore, the Carrier is not responsible for any damages resulting from the Passenger's failure to comply with these conduct regulations. The Carrier is also not responsible for expenses and damages caused to persons, baggage and the Passenger's other belongings resulting from a force majeure, perils at sea and any other event which is not ascribable to the Carrier. In the event of the Carrier's liability, the limitations established by law shall apply.

**2) TICKET VALIDITY AND REDUCED RATE FOR CHILDREN AND INFANTS** – The passenger ticket is personal and nominative as well. It is non-transferable and is valid only for the transport therein specified. At the time the ticket is issued, the Passenger must verify the accuracy of all the information contained on the ticket (proper name and surname, date, planned departure time, number and type of passengers, vehicle characteristics, possible additional fees). The Carrier shall not assume any liability for errors or omissions which are indicated by the Passenger after the ticket's issuance. Tickets containing deletions and/or corrections shall be considered null and void. The Passenger must retain the ticket in order to prove the right to transport and to show it to any member of the ship's crew or to the Carrier's personnel who may request it. When it is noticed that the Passenger's age does not correspond to the age indicated on the ticket, the Passenger must request the adjustment of the ticket at the ticket office by paying the rate difference and shall be subject to a fixed penalty of 20 euros. In case of noncompliance between the vehicle and the corresponding rate category, the ticket will be cancelled and the Carrier will issue a new ticket only in case of space availability on board. For the purpose of determining the applicable reduced rate, a "child" is

understood to have reached the age of four, but is still not twelve (4-11) and an "infant" is understood to not have reached the age of four (0-3).

**3) FULL AND PARTIAL TICKET CANCELLATION AND REFUNDS** – Only tickets issued at the ordinary rate may be refunded, provided that the corresponding cancellation occurs within 24 (twenty-four) hours before the departure time indicated on the ticket.

Refunds must be requested:

(a) at the ticket offices managed by the Carrier, for tickets purchased at one of these offices or from the Carrier's internet site (<http://www.blunavytraghetti.com>). In this case, the Passenger requesting reimbursement shall be issued an appropriate form that the Passenger must complete and send to the following email address: [rimborsi@blunavytraghetti.com](mailto:rimborsi@blunavytraghetti.com). The corresponding refund shall be issued by the Carrier by means of a bank transfer;

(b) at the reseller where the ticket was purchased, when the purchase was made through a travel agency, tour operator or ticket agency not managed by the Carrier and/or other type of reseller (including internet sites other than the Carrier's). In this case, the reseller shall issue the refund directly to the Passenger.

The reimbursement of ticket issued at the ordinary rate is subject to the following penalties: a 10% deduction for tickets cancelled within 10 days prior to the departure date; a 30% deduction for tickets cancelled within 48 hours prior to the departure time; a 50% deduction for tickets cancelled within 12 hours prior to the departure time.

For the purpose of calculating these penalties, the amount of the tickets must be understood as net of booking fees.

Starting from 12 (twelve) hours before the ship's departure time, and up to one hour before the same, it shall be possible to request a ticket cancellation, with the understanding that the Passenger shall not have the right to receive any refund or make any claim for this cancellation.

No refund shall be recognized when: (i) the ticket was issued at a non-refundable rate; (ii) the Passenger was not present for departure within the established boarding times; (iii) the ticket was not cancelled according to the above-mentioned methods within 24 hours prior to departure.

**4) LOST OR STOLEN TICKETS** – The loss or theft of a travel ticket must be immediately reported to the issuing agency or port office at the time of departure. A duplicate may only be issued if the original ticket is not already being used, subject to the presentation of an identification document.

**5) PENALTIES FOR CHANGES TO ORDINARY TICKETS** – Date and time changes will be accepted only on ordinary tickets if they are requested before the scheduled departure time limit, as established in article 9 of these General Conditions, provided there is availability on board and that any possible price difference is paid. No refund shall be issued for a price difference in favor of the Passenger. The change is only granted within the departure times published on the Carrier's website (<http://www.blunavytraghetti.com>). The Carrier shall not apply penalties up to two ticket changes, each following request of change will be subject to a fixed penalty of € 5.00 (in addition of any possible price difference). The ticket changes made on the same day of the reservation are exempt from the above penalty. Ticket changes referring to the number or the kind of passengers and/or vehicles will result in the ticket cancellation and the application of the penalties provided in section 3 of these General Conditions; a new ticket shall then be issued. If there is a waiting list for a specific departure date, preference shall be given to passengers who do not already have a ticket for the next departures.

**6) SPECIAL RATES** – Tickets issued at a special and/or discounted rate are not subject to a refund. Special rate tickets may only be purchased with a reservation. Changes in dates and times are permitted with penalties as described in paragraph 5. Tickets issued with promotional offers are never refundable. Special offers are available until availability is depleted and may not be combined with other discounts/promotions.

**7) GROUP RATES** – Group discounted rates are granted for groups made of at least 25 people. For further information contact our offices (by sending an e-mail to the email address: [gruppi@blunavytraghetti.com](mailto:gruppi@blunavytraghetti.com)) or the travel agencies.

**8) CHECK-IN** – The time limit for arriving at check-in is 15 minutes before the scheduled departure time for passengers without a vehicle, and 30 minutes for passengers with vehicles, unless there are any other provisions made by the Authorities. After this time, the reservation is forfeited and boarding is no longer guaranteed.

Check-in takes place at the ship's embarking dock. All passengers must be present at embarkation with a legal document valid for foreign travel.

**9) BOARDING AND DISEMBARKATION OF VEHICLES** – Passengers travelling with accompanying vehicles must comply with the following provisions: A) liquefied gas powered vehicles must be declared when booking and must be presented with the tank half empty; B) alarm and electrical antitheft systems must be disconnected at boarding. In order to identify the corresponding rate category, the length of vehicles is always to be declared as “over all”, or in other words, including tow hooks, shafts or other protrusions. Cars that are longer than 6 meters must be reserved under one of the “Camper/Minivan” categories according to their length. Because of the boarding procedure, at the time of reservation it must be declared the car height if it is more than 175 centimetres, with/without extra height (thule, luggage, sport equipment and others). In order to correctly identify the corresponding rate, the definition of the vehicle indicated on the registration document is considered valid. Vehicles will not be boarded in the chronological order of their arrival at the dock, but based on the provisions given by the ship’s Captain and/or subordinates and may be placed on any deck of the ship. They must be boarded, parked (with the hand brake on and in gear) and disembarked under Passenger responsibility. The vehicle, including any trailer or caravan and its contents, is accepted by the Carrier as a single load unit without declaration of value. In addition, pursuant to articles 412 and 435 of the Italian Code of Navigation, any damage to vehicles or any harmful event that occurs on board the Carrier's ships must be declared before disembarking. Therefore, Passengers must present a declaration to the Captain and/or one of the on board officials who will collect the claim by using a special form, which must be signed by the Passengers, without prejudice to the Carrier's rights and/or objections.

**10) PETS** – The Carrier's ships do not have cages and/or other transport equipment for animals and, due to their technical characteristics, they are designed solely for the transport of Passengers and vehicles. Pets are therefore admitted on board exclusively at the ship's external decks. The transport of a maximum of one pet per Passenger is permitted with the prior purchase of the corresponding ticket and under the following conditions: *a)* from the time of boarding and up until disembarkation, dogs must wear a muzzle and leash, or, as an alternative, they must remain within the suitable carrier that the Passenger is responsible for bringing aboard; cats must also be kept in a transport carrier and birds must be kept in appropriate cages brought on board by Passengers. The boarding of transport carriers and cages is not considered excess baggage weight with regard to the rate applied for the transport of animals; *b)* animals are transported under conditions such that they do not cause damage or discomfort to the other Passengers and/or to the ship. Guide dogs used to assist persons with visual impairments, equipped with the corresponding documentation, are exempt from the payment of the ticket and may access internal areas. Where appropriate, the provisions established in EU Regulation number 1177/2000 apply for dogs assisting persons with disabilities or with reduced mobility. The Carrier reserves the right to request, before boarding and at any time during the course of the trip, a health certificate attesting to the animal's good health status and vaccination record. Certifications issued more than 90 days before the departure date shall not be considered valid. The Passenger is responsible and liable for the maintenance, custody and care of animals during transport and must respect the corresponding health provisions issued by the Competent Authorities and any other provisions issued by the ship's Captain. The Passenger agrees to hold the Carrier harmless from any liability and/or responsibility that could occur as a result of or due to the Passenger's failure to observe the aforementioned regulatory standards and provisions as well as the corresponding applicable laws.

**11) COMPETENT JURISDICTION** – In the event of any dispute resulting from the interpretation and/or the execution of these General Conditions, the competent jurisdiction is exclusively that of the Carrier's registered office, unless the Passenger meets the qualification of a consumer, in which case, where provided for by current law, the competent jurisdiction shall exclusively be the residence or the elected domicile of the Passenger.

**12) PORT TAXES, FUEL CHARGE AND OTHER FEES** – Port taxes, security services, the fuel charge and all other taxes and additional fees are always excluded and must be added to the rates corresponding to the booking categories. The corresponding amounts are subject to change until the ticket is issued, with the understanding that the Carrier may make changes at any time as a result of modifications to current laws.

**13) INFORMATION FOR BOARDING AND MARITIME REGULATIONS** – Passengers must show their travel ticket and identification document when requested by a ship official. During boarding, passengers must take with them any valuables from their vehicles and anything else necessary during the trip. It is absolutely prohibited to disembark after boarding operations have been completed. If the ship has a side entrance for foot passengers, access to the motor vehicle parking area is only permitted for drivers. Accompanying passengers must use the side stairs and have the boarding papers that were issued at check-in with them. It is absolutely prohibited to access the ship's parking area during navigation. Please note that when ships are docked in port, it is forbidden to approach less than 50 meters from the ship and moorings.

**14) EXPECTANT MOTHERS** – Expectant mothers without pregnancy complications, after the 6th month of pregnancy, must have a medical certificate issued no more than 48 hours before departure, authorizing the trip. This certificate must be presented to any ship official that requests it. On the other hand, if the pregnancy is complicated, the pregnant passenger must have a medical certificate authorizing travel irrespective of the number of months of pregnancy.

**15) UNACCOMPANIED MINORS** – Passengers between the ages of 14 and 18 may travel unaccompanied, under the liability of those exercising parental authority, on condition that they deliver, during the boarding procedure, a statement executed by both parents (according to the form that may be downloaded from the company web site) together with the parents' identity documents as well, by which both parents assume any liabilities for any damage suffered by the minor and/or causes by the minor to third parties and/or the ship. Under no circumstances, the ship's Captain and/or any other crew member takes on minor's custody and/or responsibility as well. Children under the age of 14 may not travel alone and must be accompanied during boarding, disembarkation and during the trip by at least one other adult Passenger who takes on any responsibility. All the minors must have a valid identity document.

**16) PASSENGER HEALTH CONDITIONS** – The Carrier does not accept Passengers who need health care during the trip unless they are accompanied by medical staff or an authorized paramedic. With the exception of the provisions established by article 192, paragraph 11 of the Italian Code of Navigation, the boarding of Passengers who are manifestly affected by a serious illness or illnesses that are hazardous to safe navigation or the safety of persons on board is subject to the authorization of the competent Authorities. If there is a suitable medical certificate attesting to the fact that the Passenger does not need health care during the trip, the Carrier may allow said passenger to board, refusing any liability. Furthermore, the boarding of Passengers found to be in a physical or mental condition that does not allow them to take the trip or that causes an annoyance or danger to themselves and others, due to the abuse of narcotics, hallucinogens and alcohol, for example, shall be subject to the decision of the Captain and the ship's doctor, where present. In all the aforementioned cases, Passengers will not have a right to receive compensation for damages and will be liable for damages caused to themselves, to the ship, all of its equipment, to third parties and property belonging to third parties. The Carrier's acceptance of Passengers on board must not be considered as a waiver of any of its rights to subsequently enforce its reservations regarding the conditions of a Passenger, whether these are known or not by the Carrier at the time of boarding and/or departure of the ship.

**17) ASSISTANCE FOR PERSONS WITH DISABILITIES AND REDUCED MOBILITY** – Assistance to Passengers with disabilities and to Passengers with reduced mobility is provided within the limits established by EU Regulation number 1177/2010. When accompanied by another person capable of providing assistance to the Passenger, this companion shall travel free of charge. In order to guarantee the implementation of the provisions of EU Resolution 1177/2010, the Passenger must be present in person at the designated location and be assisted by the Carrier after receiving the request for assistance, at least 60 minutes prior to the boarding time.

**18) TRANSPORT OF GOODS** – The offices and our port ticket agencies are available to provide any information, quotes and reservations regarding the transport of goods.

**19) TRANSPORT OF WEAPONS AND HAZARDOUS MATERIALS** – Pursuant to article 384 of the Regulations to the Italian Code of Navigation, during boarding, Passengers must deliver all weapons and ammunition in their possession to the ship's Captain who will guard them until disembarkation. The return of weapons and ammunition to those Passengers who possess them due to their job responsibility or service is permitted only for serious and demonstrated reasons that must be indicated with the corresponding declaration at the time they are returned to the Passenger. The failure to declare the transport of weapons is punishable based

on article 1199, paragraph II of the Italian Code of Navigation, unless it does not constitute a more serious crime. The boarding of any hazardous materials or any kind and nature must be communicated to the Carrier in writing at the time the ticket is reserved, providing all the useful information as well as all information requested by the Carrier in order to classify the materials and confirm that the ship is enable to the hazardous materials transport. The ship's Captain reserves the right, in any case, to prohibit materials on board that in his judgment are considered to be hazardous.

**20) LOST AND FOUND** – In the event Passengers forget or lose personal belongings on board, they may contact a ship's officer or the ticket offices or report the loss of the item in writing to the Carrier's registered office. The Carrier shall not be liable for paying any compensation if belongings forgotten or lost on board are not found.

**21) DATA CONFIDENTIALITY** – Pursuant to article 13 of Legislative Decree no. 196 of 30/06/2003, regarding personal data protection provisions, the Carrier, as the owner of the data, hereby informs Passengers that the personal data supplied by Passengers will be processed for purposes strictly connected to the management of the contractual agreement and the provision of the services, including electronic systems, in order to guarantee their security and confidentiality.

**22) APPLICABLE LAW** – For all matters not provided for in these General Conditions, Italian Law and EU Regulation number 1177/2010 shall apply.

**23) FINANCIAL COMPENSATION FOR DELAYED ARRIVAL** – Except where established by applicable regulations, any financial compensation that may be due to the Passenger in the event of a delayed arrival is calculated at the price paid for the ticket and is guaranteed according to the minimum level established in article 19 of EU Regulation number 1177/2010. In any case and without prejudice of any other legal exemption, where applicable, if the Passenger is informed of the delay prior to the purchase of the ticket, if the delay was caused by the Passenger or caused by weather conditions that can prejudice the safety of the ship or if there was an extraordinary circumstance hindering the execution of the service that was unavoidable even with the adoption of all the reasonable measures, compensation is not due. Requests for financial compensation less than 6 euros shall not be accepted, whether they concern individual tickets or season tickets.