

**GENERAL TRANSPORT CONDITIONS FOR PASSENGERS ON BOARD OF THE FAST
FERRIES OF THE COMPANY
“LIBERTY LINES S.p.A.”**

This is a translation of the official Italian version of the document “CONDIZIONI GENERALI DI TRASPORTO PASSEGGERI A BORDO DEI MEZZI NAVALI VELOCI della LIBERTY LINES S.P.A.". In case of any inconsistency or conflict between this translation and the above mentioned official document, the latter shall prevail.

Art.1 Definitions

In the context of this document each of the following terms shall have the meaning specified below: (a) “Company” indicates the Company Liberty Lines S.p.a with registered headquarters in Trapani, in Via G.S. Vulpitta, n° 5. (b) “Passenger” indicates any person embarking on and/or disembarking from any of the vessels managed by the Company and/or on board of any of the vessels, other than the Captain, a member of the crew or a person carrying out work or services on board the vessel; (c) “Ticket” indicates the ticket, valid for boarding, issued by the Company, proving the finalization of the transport contract for the journey indicated on the Ticket; (d) “Voucher” indicates the confirmed purchase of the Ticket. It is not valid for boarding and must be substituted with a regular Ticket; (e) “Conditions” indicates the terms and conditions as described in this document and/or the abstract printed on the back of the Ticket, regulating the terms of transport on board of the Company’s vessels.

Art. 2 Undertaking of Service

The Company undertakes the transport of the Passenger together with his personal luggage in accordance with the Conditions which the Passenger declares, at the purchase of the Ticket, to have read and accepted. The Conditions can be found on board the Company’s vessels, in the Company’s Ticket Offices, in the registered Office of the Company and on the Company’s website www.libertylines.it (in case of any conflict between the abstract printed on the back of the Ticket, the Conditions available on board, in the Ticket Offices, the registered office of the Company and on the website, the conditions as shown on the Company’s website shall prevail).

Art. 3 Price

The Price, paid by the Passenger to the Company for the purchase of the Ticket, includes VAT, if payable, (hereinafter referred to as “the fare”) and any supplementary costs, as reservation fees, taxes and/or harbor dues.

Art. 4 Ticket

In order to travel on board the vessels of the Company, the Passenger must have a regular Ticket, issued by one of Ticket Offices of the Company or by an authorized Sales Point.

At the time of purchase of a Ticket at the Ticket Office or online, the Passenger shall verify the following details: application of reduced fare (if entitled to it), the number of passengers, the port of origin and the port of destination, the date and time of the departure; furthermore, the Passenger shall verify that the amount paid corresponds to the amount indicated on the Ticket and that the change is correct in case of cash payments.

The Ticket is personal and non-transferable and must be kept during the entire duration of the trip and shown to the company’s staff upon request.

Damaged and/or altered Tickets are not valid.

The Ticket is valid only for the trip, the day and time of departure indicated on it.

It is forbidden to transfer the Ticket to third parties. In case of unlawful transfer of the Ticket and of personal transport documents to other people the Ticket shall be deemed not valid.

The Company reserves the right to report transgressors to the authorities in charge.

In case of theft, loss or destruction of the Ticket, it is not possible to request a duplicate. If the Passenger wishes to travel, he must purchase a new Ticket, as per Art.5 of the General Conditions of Transport.

The Ticket has no value as invoice. Any Passenger interested in obtaining an invoice may request it at the time of purchase of the Ticket, providing his personal and fiscal data, in accordance with art. 22 of D.P.R. 633/1972. For invoices above the amount 77,47 € a stamp duty is required and it shall be charged to the Passenger.

4.2 Reduced Fares

Passengers who benefit from reduced fares (if they are provided and they are entitled to them), must be in the possession of a valid personal document, at the time of purchase and for the duration of the journey. The Passenger must show his document to the staff on board and/or to the Company upon request in the carrier's capacity as a public service for maritime transport, pursuant to provisions stated in art. 45 of D.P.R. 28.12.2000, No. 445. Passengers who are unable to show such document will not be allowed to board. Should they already be on board, they will be requested to purchase a new Ticket with full Price at the first available Ticket Office.

The reduced fares are applicable to the net prices, excluding all accessories. A Passenger who is entitled to multiple facilities will only benefit of the most favorable, as the accumulation of more facilities is not allowed.

4.3 Ticket Check

If Passengers, following a check performed by the Company's staff, show an irregular Ticket (concerning the trip, the day or the time of the departure, fare and reduced fare), they will not be allowed to board. The non valid Ticket will be deemed as non-refundable and the Passenger will be required to purchase a new Ticket with full Price.

In the event of a failure to identify a traveler who has a reduced fare, he won't be allowed to board, and if he is already on board he will be required to purchase a new Ticket with full Price at the next Ticket Office.

Art. 5 Loss of Individually Named Ticket

In case of loss and/or theft of the Ticket, the Passenger must report such loss and/or theft to the competent Italian Authorities and promptly advise the Company, handing over a copy of the police report. In order for the Passenger to get on board the vessel, the Passenger must pay to the Company the Price of a new Ticket. The Company will refund the Passenger the Price (excl. reservation fees) of the Ticket within 6 months from the date of departure as indicated on the Ticket, under the condition that the lost Ticket has not been used by a third person.

Art. 6 Children

Passengers under 12 years must be accompanied by an adult. Any children discounts are indicated on the Company's fare schedule, available at the Company's offices, its Ticket Offices and the Company's official website.

Art. 7 On-line Sale and Vouchers

Pursuant to Italian Legislative Decree N. 206/2005 (Italian Consumer Code), the Company has established procedures for the sale of Tickets through the use of information technology instruments. The Passenger can buy the Ticket "on-line" directly through the Company's website www.libertylines.it. After the purchase transaction has been completed, the Passenger will receive a Voucher (confirmation of on-line purchase) which the Passenger will present at the Ticket Office in the port of departure. Pursuant to art. 52, paragraph 1 letter f) and art. 55 paragraph 1 letter b) of the before mentioned Law, the Passenger has neither the right to cancel nor to request the Company for refund of any sums paid, unless otherwise provided by the applicable law and the Company's Conditions. Vouchers can also be issued by the Company's authorized Sales Point (e.g.: travel agents, Call Center of the Company). The Voucher is individually named, personal and non-transferable. The Voucher is not valid for boarding and, as such, it must be handed over

at the Ticket Office in exchange for a regular Ticket. In the event of a difference between the Price shown on the Voucher and the Price of the final Ticket, the Passenger must pay the difference.

Art. 8 Routes and Timetable

The dates and times of departure and/of arrival of the vessels managed by the Company, as well as the routes, may be subject to changes, also without notice, for technical reasons beyond the Company's control and/or force majeure and/or reasonable cause. A Passenger holding a Ticket/Voucher, purchased prior to the day of departure, should therefore verify (by contacting the Company's Call Center the day before the day of departure) that there are no changes in the service as indicated in the Ticket/Voucher.

Art.9 Cancellation or Interruption of the Trip by the Passenger and Refunds

Cancellation of the trip must be notified by the Passenger, in the following ways:

a) For all connections except the connection indicated below at section b):

- **Up to two hours before departure**, at any of the travel agencies authorized by the Company, through the Call Center or at any of the Ticket Offices;

- **Up to 30 minutes before departure** at the Ticket Office of the port of embarkation. In this case the contract is terminated and the Passenger is entitled to a refund of the Ticket with the following penalty fees:

- 10% of the fare in case of withdrawal request up to the day before departure
- 25% of the fare in case of withdrawal request on the day of departure and up to 30 minutes before the same. No refund is due in case of withdrawal requests not included within the terms above mentioned.

b) Puglia - Greece Connections

At any of the travel agencies authorized by the Company to sell tickets, through the Call Center or at any of the Ticket Offices.

In this case the contract is terminated and the Passenger is entitled to the Ticket refund with the following penalty fees:

- 25% for cancellations up to 7 days before departure
- 50% for cancellations up to 24 hours before departure.

No refund is due in case of withdrawal requests not included within the above mentioned terms and for unused Tickets purchased with the Special Excursion fare ("round trip" on the same day for the route Otranto → Corfu → Otranto available on Tuesdays and Wednesdays with 50% discount).

Booking fees are never refundable. Refunds can be made by all the Company's Ticket Offices, except for Tickets issued in exchange of Vouchers which can be refunded only by the Office that issued the Voucher (see article 7). A Passenger's right for refund will be time-barred after six months from the date of departure as shown on the Ticket/Voucher. Right to refund for trips cancelled as stated above is forfeited - in any case - after six months from the departure date indicated on the Ticket. In case a Passenger cannot disembark at the port of destination due to force majeure, the Passenger can disembark at the next port of arrival. In case the Passenger does not want to disembark in this port, the Passenger must buy a new Ticket covering the trip from the port where the Company had the right to disembark to the chosen port of disembarkation. If your trip is interrupted due to a Passenger, the Company is not liable for reimbursement of the difference in price relevant to the unused part. In case the journey is interrupted by decision of the Passenger, the Company is not obliged to any refund to the Passenger.

Art. 10 Ticket Changes and Penalties

In no circumstance will the Ticket/Voucher be replaced with another for a different destination. The Passenger may request the Company to replace the Ticket/Voucher with another Ticket/Voucher for the same trip, changing the date and/or time of departure. In

this case, provided that seats are available on the vessel, such change will be made handing over the original Ticket/Voucher and with the application of the following penalties:

a) For all connections except the connection indicated below at section b)b):

- if a request for change of the Ticket/Voucher is received by the Company at least 24 hours before departure, the Passenger must pay the Company an amount equal to 10% of the fare;
 - if a request for change of the Ticket/Voucher is received by the Company on the same day of departure, but before the actual time of departure, the Passenger must pay the Company an amount equal to 25% of the fare;
- Reservation fees will be lost in any case and must be paid again, except in the case the day of the request for change and the new departure coincide.

b) Puglia - Greece Connections

- for any request of change of the Ticket/Voucher received by the Company up to 7 days before departure, the Passenger must pay an amount equal to 25% of the fare;
 - for any request of change of the Ticket/Voucher received by the Company up to 24 hours before departure, Passenger must pay 50% of the fare to the Company;
- No Refund will be due to the Passenger for any required changes beyond the terms indicated above. (A, B)

Reservation fees will be lost in any case and must be paid again, except in the case the day of the request for change and the new departure coincide.

Art. 11 Impediments – Cancellation – Early Departure – Interruption of Journey - Refund

The provisions in this article are not applicable in case of incompatibility with EU Regulation n. 1177/2010. If departure of the vessel is not possible for reasons not caused by the Company, the Contract is terminated and the Company shall refund the Passenger only the price paid. **In the event that the Company is forced to depart early due to force majeure, or by order of the Authority, or for other**

causes not beyond the Companys control, the Passenger shall have the option (if and when possible) to take the next departure, or request a refund of the price paid. In case the Company, due to causes beyond the Company's control, cancels the departure of the vessel and (if possible) the Passenger chooses not to make the same trip on another vessel of the Company with a subsequent departure, the contract is terminated and the Company will refund the Passenger only the Price paid. The Passenger may request the termination of the contract if the Company changes the route of the vessel and this causes a prejudice to the Passenger. If the Company, for justified reason, cancels the departure of the vessel or changes the route, the compensation to the Passenger for damage, if any, shall not in any case exceed double the amount of the Fare paid. If the journey of the vessel is interrupted due to force majeure or for reasons beyond the Company's control, the Passenger only pays to the Company the fare in proportion to the distance travelled and the Company will refund the price difference to the Passenger. However, the Company is entitled to keep the full Price if, within reasonable time, it offers the Passenger to continue the trip with another vessel, without any further costs for the Passenger.

The refund of the Ticket can be made by any of the Ticket Offices of the Company, excluding Tickets issued in exchange of Vouchers, which will be refunded only by the Entity that issued the Voucher.

In case of cancellation of the trip or delay on departure that is not attributable to force majeure, the Passenger will have the chance (if is possible) to avail of the first trip operated by the Company or, as an alternative, the Passenger can request the refund of the total amount of the Ticket.

Whenever the cancellation of the trip or the delayed departure that is not attributable to force majeure require an additional accommodation, the Passenger will be entitled to compensation for the additional stay. Such

compensation shall not exceed 80 euros per night, for a maximum of three nights.

Art. 12 Compensation in case of Late Arrival

Without prejudice to any of the applicable Laws, any compensation, if due, by the Company to the Passenger in the event of late arrival will be calculated in proportion to the Price paid for the Ticket, guaranteeing the minimum level as established by art. 19 of EU Regulation n. 1177/2010. In any case and without prejudice to any other applicable limitation of liability provided by the law, if the delay due to weather conditions endangering the safe operation of the ship or to extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken no compensation is payable. If the Passenger holds a season Ticket, compensation, if due, will be calculated as mentioned above and each passage of the season Ticket will be considered as a single Ticket. Compensation from the Company is carried out by bank transfer or in cash at the Ticket Offices of the Company, except for Tickets issued in exchange of Vouchers which will only be refunded by the entity that issued the Voucher. Claims for compensation under 6,00 (six/00) euro will not be accepted, both in case of single Tickets or in case of season Tickets.

Art. 13 Embarkation

Passengers must arrive for embarkation at least 15 minutes before the scheduled time of departure, holding a regular Ticket. Passengers departing for an international trip must arrive for embarkation at least 30 minutes prior to departure time in order to complete immigration formalities and check-in. In lack of compliance with the above terms, embarkation will not be guaranteed.

Art. 14 Assistance for Passengers with Disabilities or Reduced Mobility

Assistance to Passengers with disabilities or reduced mobility is provided within the limits

provided by EU Regulation n. 1177/2010. In order to ensure such assistance, the Passenger must arrive at least 60 (sixty) minutes before the scheduled embarkation time, at the meeting point designated and communicated by the Company at the time of the request of assistance.

Art. 15 Documentation for Overseas Departures

Passengers departing for an international trip must be in possession of all documentation required for entrance in the foreign country. The Company cannot be held liable if the Passenger is not permitted to disembark at the port of destination by any Foreign Authority.

Art. 16 Luggage

Each Passenger may carry free of charge only 1 (one) piece of hand luggage having a maximum size of 60x40x20cm. Luggage exceeding this limit or further luggage shall require the payment of a "luggage Ticket" at the applicable rate. The Company or the Master of the vessel may at their discretion refuse the boarding of luggage if its size or weight is deemed as an impediment to comfortable and/or safe navigation of the vessel. It is forbidden to insert flammable materials or, in general, dangerous materials, smuggled goods, letters or parcels subject to postal tax in the luggage. Luggage must contain only the Passenger's personal items. Luggage must be properly packaged and securely closed before embarkation and the Passenger is obliged to look after it throughout the journey up to disembarkation. Luggage cannot be stored on seats or cause obstruction to other Passengers and/or the crew. It is forbidden to board any unaccompanied luggage, cargo or packages of any kind. Any luggage not disembarked by the Passenger immediately after arrival will be deposited with the Authority of the Port of arrival, at the Passenger's expenses and risk. For different types of luggage or heavier weight, specific authorization of the Master of the vessel will be

required. The Master can refuse embarkation at his discretion. The liability of the Company and the Passenger is subject to rules of the Italian Code of Navigation.

Art. 17 Pets

The Company's vessels, due to their technical characteristics, are intended only for "fast carriage of Passengers" and they are not equipped with cages or specific areas for the transport of pets. Upon purchase of the relevant Ticket, the Passenger is allowed to transport one pet only (travelling with the Passenger) under the following conditions:

- During the entire journey, dogs must be muzzled and leashed or, alternatively, kept in a suitable "pet carrier"; cats and other small pets must always be kept in a suitable "pet carrier", as well as birds in special cages.
- Animals must be transported in such a manner that they cannot cause damage or inconvenience to other Passengers and/or to the vessels. The Company reserves the right to request, before boarding, medical certificates attesting the good health and vaccination of the animal. The certificates bearing dates prior to 90 days from the date of departure shall not be considered valid. Maintenance, custody and care of animals during carriage are at the full risk and expense of the Passenger, who is required to comply with all health provisions of the competent authorities. The Passenger agrees to fully indemnify the Company in case of any liability and/or expense that may arise due to the Passenger's non-compliance with the above mentioned regulations and laws.

Art. 18 Responsibility and Authority of the Master

All persons on board are subject to the Authority of the Master of the vessel who has all disciplinary and security powers during navigation, as established by the Law. The Passenger, as from the moment of embarkation until complete disembarkation, is obliged to strictly follow all rules, directions and instructions in force on board and/or, from time

to time, given by the Master and/or by the Company. Furthermore, the Passenger shall behave in a diligent and cooperative way. The Passenger shall watch over his own security and safety, his pets and the persons under his custody, as well as over his luggage, especially in the event of adverse weather conditions. The Company shall not be held liable for any damage caused to the Passenger, his/her pets and/or personal belongings, caused as a consequence of breach of these rules, directions and instructions in force on board and/or given, from time to time, by the Master and/or implemented by the Company; damage caused by the violation of any prescription or order given by the Master regarding the safeguarding of human life at sea or by the instrumentation on board - the use of which by the Passenger is absolutely forbidden - or by any act of negligence and/of recklessness of the Passenger from the moment of embarkation until the moment of disembarkation and/or caused by the Passenger's conduct. The Company shall not be liable for any harm or damage to persons, luggage or personal belongings caused by force majeure, by perils of the sea or by any other event reasonably beyond the control of the Company. The Company shall not be liable for any damages of whatever type caused by the modification of the journey, landings, quarantine, illness, bad weather, strikes, wars, closure of ports or routes, change in itinerary or timetable or any other cause beyond the reasonable control of the Company. In case of liability of the Company, the limits as given by the Law are applicable.

Art. 19 Dispositions and prohibitions

Embarkation, stay on board of the vessel and disembarkation of Passengers is ruled by the Law, and by the conditions, rules and dispositions given by the Master of the vessel and/or implemented by the Company, as well as by the following clauses:

- Except for the provision of art. 192 of the Italian Code of Navigation, embarkation of Passengers who are apparently affected by a

serious illness and/or deemed dangerous for safe navigation and/or a threat for the safety or comfort of the other Passengers on board, is subject to the Authorization of the competent Health Authorities;

- As for embarkation of Passengers being in such an evident physical condition that a journey by sea is not advisable, a medical Certificate authorizing the trip is requested in the interest of the Passenger;
- Passengers displaying drunken behaviour or appearing to be under the influence of alcohol or drugs will not be allowed on board;
- Passengers , waiting for embarkation at the port of departure, shall attend the start of embarkation operations at a distance of at least 30 meters from the place of embarkation of the vessel, until all Passengers on board have disembarked;
- All Passengers on board, near the vessel and/or the embarkation area, must pay utmost attention to their children;
- It is forbidden to behave in a way that may cause for disturbance or distress to other Passengers;
- It is forbidden to sell merchandise, sing, play an instrument or offer other similar services on board to the Passengers;
- Passengers are not allowed to smoke on board of the vessel;
- It is forbidden to throw any type of object into the sea;
- Passengers must remain seated during navigation, during embarkation manoeuvres and until the vessel mooring is moored. In any case, for the safety of the Passenger and of the persons on board, all Passengers must strictly observe all rules in terms of safety and security. These rules include rules displayed on posters, warnings and/or rules given by (audio) communications as well as rules printed on the back of the Ticket and/or communicated directly by the staff on board.

Art 20 Claims and Limitations to Claims

The rights under this contract for transport, will be time-barred pursuant to and in accordance

with the terms of the Italian Code of Navigation. Any Passenger, who has noticed deficiencies or irregularities in the services offered by the Company, can send his suggestions or claims in writing to the Company by e-mail to relazionicientela@libertylines.it or by ordinary mail to Liberty lines S.p.A. – Via G.S. Vulpitta, 5 – 91100 Trapani. The claims will be treated in accordance with the procedures as indicated by art. 24 of the EU Regulation nr. 1177/2010. In any case, and in accordance with the limitations given by the law, a Passenger that has suffered any accident or harm as from the moment of embarkation until the termination of disembarkation, must communicate this event together with his/her personal details to the Master of the vessel before final disembarkation.

Art. 21 Obligation to Register Persons on Board

The Italian Law of 13.10.1999 (complying with EU Directive 98/41/CE of the EU Council of 18.06.1988 regarding registration of persons on board passenger ships sailing to and from ports of EU Community Member States) provides, in certain cases (art. 4) for the collection of the following information regarding the persons on board: surname, name, gender, age range (infant up to the age of 3, child up to the age of 12, adults being over 12 years old) or date of birth and, at Passengers' request, the information regarding their needs of particular treatments and/or assistance in emergency situations. Therefore, at the time of the booking and/or purchase of the Ticket, the Passenger, if required, must provide the Company with the above information, which will be processed in accordance with Italian M.D. 13.10.1999 (and, if and where applicable, with the Italian Data Protection Code, Leg. Decree No. 196 of 30.06.2003). Passengers are hereby informed that the collection of the above data is necessary in order to facilitate and optimize the necessary resources in order to face any eventual SAR (Search and Rescue) operations-

Art. 22 Competent Court

This contract is governed by and shall be interpreted in accordance with the Italian Laws. Any dispute arising from the interpretation and/or execution of this contract shall be referred to and resolved by the Court of Naples or by the competent Court under the Italian Consumer Protection Provisions.

Art. 23 Modifications and Final Dispositions

The Company may at any moment integrate and/or modify these terms and conditions. For any matter non contemplated in these conditions the Company refers to the EU Regulation No. 1177/2010, the Italian Code of Navigation, the Italian Civil Code and other legal provisions as far as they are compatible with these conditions.