

# TRANS FERRY S.P.A. GENERAL CONDITIONS OF SUPPLIES

## Art. 1 Subject

The present agreement has for its object the provision of support and commercial assistance as requested by the CUSTOMER of TRANS FERRY S.P.A. for the provision of one or more services among those listed below (apart from others expressly indicated in individual commercial offers), in accordance with terms agreed upon between the parties and on the general conditions herein set forth in detail and summarily reported at the foot of the commercial offer submitted to the CUSTOMER.

- support and commercial assistance in the underwriting of subscription contracts for the use of Italian and foreign motorways;
- support and commercial assistance covering use of the Alpine tunnels of Mont Blanc and Frejus;
- support and commercial assistance covering use of divers controlled maritime tracts and in particular ferry services for the routes of the English Channel, North Sea, Irish Sea, Mediterranean Sea (save others), through booking services and/or transfers/sales of tickets, reservations, and/or whatever document authorising boarding;
- preliminary assistance for fiscal, legal and insurance matters;
- support and commercial assistance in every other service that TRANS FERRY S.P.A. deems necessary for its own CUSTOMERS.

In these general conditions support and commercial assistance means even the purchase of services by TRANS FERRY S.P.A. on their behalf for the subsequent sale -on their behalf - of the services themselves to their Clients/Users. The purchase of travel tickets can be done directly from shipping or transport companies, or through another intermediary subject. TRANS FERRY S.P.A. has no roles nor carries out any task in the practical transport and related operations that are essential.

The CUSTOMER declares to know and accept, unconditionally, general terms and conditions of the company providing the services, including disclaimers and limitation of liability, applicable law and competent Court.

## Art. 2 Modality of providing services

The utilisation of services provided by TRANS FERRY S.P.A. will be effected by the transfer, sale and/or the assignment to the CUSTOMER of:

- Magnetic cards;
- Transit tickets or vouchers;
- Reservations and/or issuance of shipping documents, in accordance with the modality and procedure indicated below.

## Use of magnetic cards

The magnetic cards, supplied by TRANS FERRY S.P.A. to the CUSTOMER, must be exhibited, on request, to the personnel in charge of control and/or check-in, in correspondence with ports, terminals, toll collection stations, etc. and, in any event, on simple request by responsible staff. Each card can only be utilised by one vehicle.

The validity of the cards may be changed over time in consequence of the type of corresponding service. They could be subject to a unitary charge, all in accordance with that which is established in the commercial offer of services containing the detailed economic conditions for the provision of the same services

De-magnetized, torn and/or deteriorated cards are not usable. Cards in such condition must be sent to TRANS FERRY S.P.A. at its main operational office for substitution of a new card. TRANS FERRY S.P.A. cannot be held responsible for the loss and/or damage, direct and/or indirect, and/or delays eventually resulting from defects and/or malfunctioning of the magnetic cards.

TRANS FERRY S.P.A. disclaims any responsibility consequential from abusive, fraudulent and/or whatever illegitimate use of the cards and/or lost tickets theft however perpetrated, robbery, etc. The CUSTOMER must, for any such eventuality, immediately inform TRANS FERRY S.P.A. by fax and/or electronic mail, with successive confirmation by registered mail, with indications of the elementary acts to identify the cards and/or tickets which were the object of loss, theft and/or robbery.

On receipt of the communication, TRANS FERRY S.P.A. will act to block the supports which are the object of the loss, theft and/or robbery. The passages effectuated in the seven calendar days successive to the date of notification shall be debited directly and/or on the account relating to the pertinent cards The CUSTOMER, now therefore, holds TRANS FERRY S.P.A. harmless as to any responsibility resulting from whatever fraudulent or improper use of the cards.

## Reservations and tickets

The CUSTOMER can effectuate reservations for the above cited services and/or those reported in the individual commercial offers.

If the supplier has not established a different way of booking, all requests for reservations (which must include the vehicle license plate number and the exact size of the vehicle, the route, date of passage and/or boarding, the nature, quantity and quality of goods carried and any other information deemed necessary on specific request by the provider, TRANS FERRY S.P.A.) must be sent in writing (e-mail/fax) to the Reservation Office of TRANS FERRY S.P.A., also by IT use available to the CUSTOMER on the web page <http://www.transferry.it>. TRANS FERRY S.P.A., on receipt of a reservation request from the CUSTOMER, will provide immediate verification of availability in the booking and/or means of transport which the CUSTOMER has requested to use. TRANS FERRY S.P.A. will communicate in a timely fashion confirmation of said booking or else the lack of use of and/or means of transport compatible with working hours/availability of the employees of TRANS FERRY S.P.A. and with the technical time of response by the infrastructure managers and/or requested means of transport. The CUSTOMER is liable for the correctness of data provided to us with; he also confirms he is fully aware of any operating limitation imposed by the service provider, including loading, unloading and any other transport limitation.

In the event the requested service is not available, TRANS FERRY S.P.A. can propose to the CUSTOMER one or more alternative solutions, the latter being permitted the option of using the alternate service.

TRANS FERRY S.P.A. will issue a confirmation to the CUSTOMER with a reference number usable in case of contestation and the driver must in all cases communicate said number at the moment of toll collection and every time that it is requested:

- for passage in the Eurotunnel, it will be valid from the date of the request and for two successive calendar days (service actually not available among the services of TRANS FERRY S.P.A.);

- for maritime services and rail transport the validity will be assigned by the supply Companies (identification, date, time etc.), as confirmed by TRANS FERRY S.P.A.;
- for every other service, the date resulting from the confirmation of the reservation and of the request.

Eventual different ways of booking will be communicated to CUSTOMER before the furniture beginning.

## Art. 3 Obligations of TRANS FERRY S.P.A.

Except as provided for in successive Art. 13, TRANS FERRY S.P.A. undertakes to provide, in accordance with the above described modality, the technical means and/or travel documents for use by the CUSTOMER covering the services requested and available.

If present in the commercial offer, and under the conditions set out therein, for the purpose of regulating the process of debit and credit between the parties, it will be possible to proceed with the opening of an Account in the CUSTOMER's name and managed by TRANS FERRY S.P.A. by means of its computer facilities.

At the request of the CUSTOMER, and provided that the provisions of the law so allow, TRANS FERRY S.P.A. will act for the recovery of foreign IVA (Value Added Tax) or similar tax arising from the same in relation to services purchased in the European Community, striving for that recovery, directly or through agents, at the offices of the competent local tax authorities.

If requested by the CUSTOMER, and at its expenses, assistance will be provided, if falling within their specific expertise, preliminary assistance and legal consultation needed to confront eventual problems arising between the CUSTOMER and third parties exclusively in the ambit of the purchased services, excluding cases of incompatibility, conflicts of interest (even potential) or other justifiable motive, always possible to invoke by TRANS FERRY S.P.A. at its sole discretion.

TRANS FERRY S.P.A. may at any time, in the course of the contract, change the modality of provision of services, for exigencies of technical administration or management character or for other justifiable motive, communicating said changes by fax or e-mail to the CUSTOMER, with details of timing of implementation of the communicated changes. In the absence of such indication, the parties agree that the changes will have their full effect as of the time of said communication.

## Art. 4 Obligations of the CUSTOMER

The CUSTOMER will be debited for the support and commercial assistance and for the provision of services rendered as evidenced by travel documents/tickets, magnetic cards, on line reservations or other suitable means. The CUSTOMER is sole owner and responsible for the documents provided by TRANS FERRY S.P.A.

The cards and tickets assigned to the CUSTOMER, as per confirmations of the effectuated bookings, cannot be ceded to third parties, either gratuitously or for valuable consideration. In cases to the contrary, TRANS FERRY S.P.A. reserves the right to immediately suspend all services, cancelling all cards, tickets and booking tickets ceded to third parties, reserving the right to legal action for improper use of these specified items and for violation of the provision prohibiting such assignments. That, moreover, the CUSTOMER can have no basis of any nature to claim damages in relation to the suspension of services and cancellation of the cards, tickets and/or irregular reservations, and, however, indemnifies TRANS FERRY S.P.A. from all claims, including claims for damage made by whomsoever based on the foregoing.

In the event that the CUSTOMER performs activities as a forwarding agent and/or intermediary and/or, however, as agent on behalf of third parties, with or without representation, and notwithstanding the above prohibitions, it may assign to third parties the services provided by TRANS FERRY S.P.A., within the limits of its own company business and provided that it declares at the moment of opening such rapport its own position as intermediary or agent. In this case, the CUSTOMER shall hold TRANS FERRY S.P.A. indemnified against any exceptions or claims, including compensation, eventually put forth by third parties in relation to its own operation.

It shall be the obligation of the CUSTOMER to provide his updated certificate of chamber of commerce, and any other documents request by TRANS FERRY S.P.A. for the establishment and maintenance of the contractual relationship. The CUSTOMER undertakes to notify TRANS SPA FERRY every variation related to the company and the legal representative.

It shall be the obligation of the CUSTOMER to verify that the services purchased and/or booked conform to its request. Each exception must be made anticipatory to the date of the service to be provided, as well as with regard to any request for cancellation or modification of an already confirmed reservation. Reservations canceled beyond acceptance terms or which are not cancelled may cause penalties on the Client.

The CUSTOMER is the sole responsible for the accuracy of the data provided concerning cargo and transported goods for which he asks the embark (weight kind of goods and other data as may be required). He is also the sole responsible for observance of all parameters of suitability and safety of the cargo and goods.

In the event of termination of rapport under this agreement, for any cause whatsoever, the CUSTOMER is obliged to immediately return to TRANS FERRY S.P.A. all cards and tickets that are in its possession, with the absolute prohibition against their use and/or transfer, on any basis, to third parties.

The CUSTOMER hereby agrees, in the case of entrusting TRANS FERRY S.P.A. with the service of recovering IVA (or corresponding tax) in EU countries, as follows:

- to fulfil all the formalities required by the Tax Authorities of the countries involved;
- to subscribe, on request by TRANS FERRY S.P.A., all necessary documentation for the legitimization of the same and/or the agents charged with recuperation;
- to cede, as per existing laws and regulations, the credit to TRANS FERRY S.P.A.;
- to authorise TRANS FERRY S.P.A. and/or its agent by it so indicated, to collect the sums in credit;
- to authorise TRANS FERRY S.P.A. to hold the sums so collected, compensating offset of entries of the CUSTOMER, or to update the guarantee the CUSTOMER must eventually provide to TRANS FERRY S.P.A.

## Art. 5 Illegal immigrants

The transfer of illegal immigrants is severely prohibited and fined. In this regard the CUSTOMER declares to be completely cognizant of all laws and regulations in force at the time of the use of services and expressly assumes responsibility for constant updating knowledge of said laws and regulations, usually affixed at the check-ins at terminals or at boarding stations, before each trip.

**Art. 6 Tariffs**

The tariffs to be applied are specified in the price confirmation document that will be sent to the CUSTOMER in accordance with the divers modalities established by TRANS FERRY S.P.A. TRANS FERRY S.P.A. reserves the right to change tariffs at any time, giving prior notice to the CUSTOMER in forms deemed most appropriate.

**Art. 7 Invoicing system**

TRANS FERRY S.P.A. will periodically send comprehensive invoices covering all the services rendered and utilised and/or however debited for the period, with informational details identifying the user means.

Invoices shall be considered as accepted by the Client, if not contested within the peremptory period of 15 days from receipt thereof, if sent electronically, or by the deadline of 20 days after the issue of invoice, if sent by ordinary post.

The CUSTOMER expressly agrees and accepts that the invoice's data will be evidence between the parties regarding the use of the services.

**Art. 8 Payment conditions**

Payment of invoices must be effectuated at the TRANS FERRY S.P.A. domicile or at a divers domicile by it so indicated, within the due date showed by each invoice.

Unless otherwise agreement in writing with the client, the payment of services must be done at the time of booking (prepaid conditions) or within 30 days from the date of issuing of invoice, with guarantee provided by CUSTOMER as per terms and conditions fixed by TRANS FERRY S.P.A.

Confirmed the provisions referred to in art. 11, CUSTOMER shall not make any compensation, nor delay or deny, in whole or in part, payment of invoices, following assessments of the same, with demand for credit notes, as well as in the case of claims for damages made of any nature.

It is the right of TRANS FERRY S.P.A. to modify, even unilaterally, the contractual rapport, in function of containment as to insolvency risk of the CUSTOMER, as well as in function of technical or administrative reasons. Any changes will be immediately notified to the CUSTOMER.

The failure to respect a single deadline for a payment will result in the consequences set forth in successive Art. 9 of the General Conditions for the Provision of Services, and also the loss of any delay of payment and any discount that may be granted.

On late payments, as with failure to pay, interest will be charged effective from the date of the debit at an annual discount rate set by the B.C.E. (European Central Bank) and augmented by 7%, not excluding any other right or action available to TRANS FERRY S.P.A.

**Art. 9 Payments and arrears**

9.1 TRANS FERRY S.P.A. account books will be evidence, at any time, to define its exact credits, even in case of loss of benefit of the payment terms or resolution of the contract for default.

9.2 The failure or partial fulfilment of the obligations assumed on the part of the CUSTOMER, relating to deadlines, provides TRANS FERRY S.P.A. the right to suspend, with immediate effect and without prior notification, the provision of services, as well as to change payment conditions regardless of the guarantees provided by the CUSTOMER as well as to resolve the existing right of rapport, reserving all rights and actions.

9.3 The temporary tolerance of any failure or partial fulfilment as to established deadlines will not constitute modification or the related contractual provisions.

**Art. 10 Service information**

The information contained in the News of the TRANS FERRY S.P.A. website will be edited through IT support as compatible with the times of sending and receiving. The publication of News by TRANS FERRY S.P.A. constitutes a purely informational service made available to the CUSTOMER alongside the services provided. It is to be understood that TRANS FERRY S.P.A. do not assume any liability with regard to the consequences derived by the CUSTOMER owing to inadvertent and/or involuntary delays, errors or omissions in insertions of news and/or information in its News section, being entirely under the exclusive charge of the CUSTOMER, subject to qualified professional diligence, full knowledge of all laws and regulations, procedures, modalities, innovations, impediments, etc., relating to services provided by TRANS FERRY S.P.A. and used by the same.

**Art. 11 Responsibilities**

The transport services are ruled by Shipping and transport companies general terms and conditions that CUSTOMER declares to know and accept, including disclaimers and limitation of liability, applicable law and competent forum. Transit tickets and vouchers have been provided by TRANS FERRY S.P.A. under these general terms and conditions that ruled commercial support requested by the CUSTOMER for service purchase. General terms and conditions of shipping and transport companies are available on their websites.

TRANS FERRY S.P.A. has no roles nor carries out any task in the practical transport and related operations that are essential. It, therefore, assumes no liability for damage, loss or other adverse events occurred in the execution of the same transportation, including loading and unloading. TRANS FERRY S.P.A. is not liable for any interruptions, delays, suspensions or variations of services, or for disruptions due to strikes, government measures, accident, force majeure, or in fact and conduct of third parties. In none of these cases the client will be entitled to claim, and in any case will waive a claim, from TRANS FERRY S.P.A. any amount for rebates, damages, compensation or reimbursement of expenses. This has to be considered valid and approved by the CUSTOMER even if in the service documents concerning shipping, rail, road transports or drawn together written by the supplier / carrier / freight forwarder or others, should appear the name of TRANS FERRY S.P.A. in place of or in addition to that of the CUSTOMER user of the service. Any claims, including damages, raised by supplying companies and/or any third party for acts or conduct of the client using the transport service must be construed solely directed to it, excluding any liability of TRANS FERRY S.P.A. The Client is also the only responsible for the accuracy of data provided and parameters of the suitability and safety of the load and transported goods. TRANS FERRY S.P.A. is not responsible for denied boarding of the load for non-acceptance of the company proving the service.

In case of claims and damages of any kind complained by the client using the service, remains the sole responsibility of the latter necessary for verification and compliance with any finding of harm, even according to following claims, as well as the safety of the vehicle involved.

TRANS FERRY S.P.A. will only make a claim for the interest and upon request of the damaged client, for compensation against to the material supplier of the service, when this mode is set by the general conditions of the latter, on the basis of accounting documents made available for this purpose by the Client. Any eventual cost / fee / expense, in advance, remains on the sole responsibility of the client using the service. In any case of claim reject, the CUSTOMER agrees to take eventual legal actions only against shipping/transport company.

Any exceptions from the provider and/or third parties resulting from acts or behaviour of CUSTOMER must be considered solely addressed to it, excluding for any liability for TRANS FERRY S.P.A.

**Art. 12 Guarantee**

The CUSTOMER, upon simple request by TRANS FERRY S.P.A., will arrange for the provision of a first demand bank guarantee, in favour of the latter, given by an approved banking institution for an amount sufficient to function as a guarantee of its own obligations, with an obligation on the part of the CUSTOMER to maintain at a maximum the amount held in guarantee in function of business traffic volume.

**Art. 13 Power to modify contractual conditions based on prejudicial information**

TRANS FERRY S.P.A. reserves the right unilaterally to modify the contractual conditions, such as the right to discontinue provision of its services, by reason of prejudicial information on the economic and patrimonial solidity of the CUSTOMER, held at its sole discretion to be reliable, and in any case for justified motive, communicating the same to the CUSTOMER without obligation as to formality.

Whenever the services provided by TRANS FERRY S.P.A. to the CUSTOMER includes the use of means, apparatus, structure, infrastructure, etc. of third parties and/or under third-party management, TRANS FERRY S.P.A. reserves the right to communicate to the CUSTOMER eventual rapport modifications relating to use of the said equipment.

**Art. 14 Constitution of the rapport and obligation of confidentiality**

Notwithstanding the possibility of concluding separate and independent contracts for individual types of services, the parties jointly take note that intermediation in the provision of services is mutually agreed upon in accordance with the principle of contractual autonomy as set forth in Art. 1322 c.c. (Civil Code). It is to be effectuated through adhesion by the CUSTOMER, through the purchase of services, to the TRANS FERRY S.P.A. commercial offer, performed in the manner provided for in said Art. 2, unless otherwise agreed upon between the parties, and to the conditions expressed in the commercial offer and in application of the present general conditions.

The CUSTOMER guarantees the confidentiality of this Agreement and formally undertakes not to disclose any information in relation to the documents and procedures used during the course of the business rapport with TRANS FERRY S.P.A., as well as the services covered by this contract. Wrongful disclosure of any data and/or information will be considered a material breach of this agreement with consequential effect.

**Art. 15 Applicable laws and competent Court**

The rapport created between the Parties is entirely regulated by the Laws of Italy. In any case of discrepancy between version in English language and version in Italian language (which is the original language), shall prevail Italian version.

Except in cases of mandatory jurisdiction as established by law, for any controversies arising from interpretation, application and execution of these conditions of provision of services, exclusive competent Court shall be the Tribunal of Piacenza.

Should disputes concerning invoices not paid, against CUSTOMERS based in Countries other than Italy, competent Court shall also be the Court of the defendant's place of residence, and in such case the law of the Country of the defendant's place of residence will be applicable, without any prejudice to the creditor.

**Under Articles 1341 et seq. Civil Code the Customer specifically states to approve the following clauses:**

**Art. 3 (Obligations of TRANS FERRY S.P.A.), Art. 4 (Obligations of the CUSTOMER), Art. 7 (Invoicing system), Art. 8 (Payment conditions), Art. 9 (Payments and arrears), Art. 11 (Responsibilities), Art. 13 (Power to modify contractual conditions based on prejudicial information), Art. 14 (Constitution of the rapport and obligation of confidentiality), Art. 15 (Applicable laws and competent Court).**

Place and date

Stamp and signature of Legal Representative

**Information on article 13 of Legislative Decree 30 June 2003, No 196 - Code for the Protection of Personal Data**

Ladies and Gentlemen,  
We wish to inform you that Legislative Decree No. 196/2003 provides for the protection of persons and other subjects regarding the processing of personal data. In accordance with the law, this treatment will be based on principles of correctness, lawfulness and transparency, protecting your privacy and your rights.

**According to Art. 13 of that law, we provide the following information**

1. *Scope of treatment*

The identification of the person or entity, and any other necessary information to execute the contract, shall be obtained by you. The personal information you provide will be processed in the normal activities of our Company for purposes connected to management of contractual agreements, as well as the fulfillment of its accounting, tax or law.

2. *Method of treatment*

The data will be with the help of modern technology, both through traditional booklets, cards and paper files.

### 3. *Provision of data*

The provision of data by you is voluntary, but refusal to provide such data could lead to failure or partial performance of the contract.

### 4. *Disclosure of information*

Please note that the personal data you supplied or acquired in the course of the contract may be disclosed to third parties that perform functions related to or instrumental to our activities, such as:

- professionals outside the company which are contacted for legal, tax, accounting, administrative and labor law advice;
- banks and credit institutions;
- Industries providing the service (shipping companies, railway companies and service intermediaries, etc.)

### 5. *Holder of the treatment*

Data holder is TRANS FERRY S.P.A. based in Fiorenzuola d'Arda (Italy) in the person of its legal representative. You can exercise your rights at any time under Art. 7 Legislative Decree No. 196/2003, whose text is reproduced in full.

### **Legislative Decree No. 196/2003, Article 7 - Right to Access Personal Data and Other Rights**

1. You have the right to obtain confirmation of whether or not personal data concerning him/her, even if not yet recorded and their communication in intelligible form.
2. You have the right to be informed:
  - origin of personal data;
  - the purposes and methods of treatment;
  - the logic applied in case of treatment with the aid of electronic instruments;
  - the identity of the owner, manager and the representative appointed under article 5, paragraph 2;
  - the subjects or categories of persons to whom the data may be communicated or who can learn about them as appointed representative in the State, managers or agents.
3. You have the right to obtain:
  - the updating, rectification or, when interested, integration of data;
  - the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed;
  - certification that the operations in letters a) and b) have been notified, also as regards to their contents, to those to whom the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate to the protected right.
4. You have the right to oppose, in whole or in part:
  - for legitimate reasons the processing of personal data, pertinent to the purpose of collection;
  - the processing of personal data for purposes of sending advertising materials or direct selling or for carrying out market surveys or commercial communication.