

Art. 1 Object

The present agreement has for its object the provision of intermediation 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.

- intermediation in the underwriting of subscription contracts for the use of French, Spanish, German and Italian motorways, the latter solely for non-Italian subjects;
- intermediation covering use of the Alpine tunnels of Mont Blanc and Frejus;
- intermediation 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;
- every other service that TRANS FERRY S.P.A. deems necessary for its own CUSTOMERS.

In these general conditions intermediation means, the purchase of services by Trans Ferry S.p.A. on their behalf for the subsequent sale -on their behalf and with their own means- of the services themselves to their Clients/Users.

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.

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 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.

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 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 (high penalties by competent authorities, damage to persons, means and transported goods where attributable to the fact and guilt of third parties), 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 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, can not 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, 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.

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.

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, on the conditions agreed upon between the parties.

Unless otherwise agreement in writing with the client, the payment of invoices to be made within 30 days from their issuing date.

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.

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.'s 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 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 services provided by TRANS FERRY S.P.A. are supplied in accordance with the general conditions established by the provider of the same and in application of the present general conditions, taking into account the agreed intermediation. TRANS FERRY S.P.A. does not assume any responsibility for eventual interruptions, suspensions or variations in services, nor for damages consequential to facts or comportment of supply companies and/of third parties, or resulting from strikes, acts of Authorities, circumstances or force majeure. In none of these cases shall the CUSTOMER have any right to make claim of TRANS FERRY S.P.A. for any sum for reductions, compensation for damage or reimbursement for expenses. 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 favor 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 forum

The rapport created between the Parties is entirely regulated by the Laws of Italy. 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.

Information under Article 13 of the Legislative Decree No.196 of 30 June,2003 – Code relating to protection of personal data

Dear Sirs,

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 indicated law, such treatment will be based on principles of correctness, lawfulness and transparency, protecting your privacy and your rights.

In accordance with Article 13 of said law, we provide you with the following information

1. Aims of data processing

The identification data of the person or juridical entity, and any other information necessary for the performance of the contract, are collected from you. The personal data you provide are processed in the ambit of our normal company activities for purposes connected to and instrumental in the management of our present contractual relationship, as well as for accounting, tax or legal requirements.

2. Modality of processing

The processing of data will be handled both by IT services and through normal file systems, cards and hard copy archives.

3. Confirmation of data

The confirmation of data is optional on your part; however, the refusal to provide such data could be considered a failure or partial execution of the contract.

4. Scope of data communication

We inform you that the personal data furnished by you or acquired in the course of execution of the contract could be communicated to third parties that perform functions connected or instrumental to our activity, such as:

- external professionals with whom we deal on a consultant basis for legal, fiscal, administrative matters and on work regulations;
- banks and credit institutions;
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service supply companies (shipping companies, etc.).

5. Holder of data processing

The holder responsible for data processing is TRANS FERRY S.P.A., with registered offices at Fiorenzuola d'Arda (Pc), in the person of its legal representative. At any time you may exercise your rights under Article 7 of the Legislative Decree No.196/2003, the entire text of which we reproduce hereinafter.

Legislative Decree No. 196/2003 – Right to access to personal data and other rights

1. The interested party has the right to obtain the confirmation of the existence or at least the personal data that is of concern to the interested party, even if not yet registered, and the communication of which information must be in intelligible form.
2. The interested party has the right to obtain indications:
 - the origin of the personal data;
 - the end use and modality of data treatment;
 - the logic applied in cases where treatment is effected through auxiliary information technology;
 - identification details of the holder, of the persons responsible and of the designated representative, as per the provisions of Article 5, par. 2;
 - of the subjects or the categories of subjects to which the personal data can be communicated or that come to have knowledge as a designated representative in the territory of the State, of persons responsible or delegated.
3. The interested party has the right to obtain:
 - a) the updating, rectification, or if so interested, integration of the data;
 - b) the cancellation, transformation into anonymous form or blocking of data processed in violation of law, including those the retention of which is unnecessary for the purposes for which data were collected or subsequently processed;
 - certification that the operations in paragraphs a) and b) have been brought to attention, also with regard to their content, to those to whom the data has been communicated or disseminated, this requirement being excepted whenever it proves impossible or involves a manifestly disproportionate use of means in relation to the protected right.
4. : The interested party has the right to oppose, in whole or in part:
 - for legitimate reasons the processing of personal data that concerns the party, even if pertinent to the scope of its collection;

- the processing of personal data concerning the party for the purpose of sending advertising material or direct selling or for carrying out market surveys or for commercial communication.