

General Transportation Conditions

Summary

General Transportation Conditions	1
Acceptance.....	2
Applicable Regulations	2
Powers of the Captain.....	2
Duties and responsibilities of the Passenger.....	2
Faculty and responsibility of the Carrier	3
Ticket.....	4
Special tariffs, concessions and group discounts	5
Total and partial cancellation of the ticket, refunds.	5
Lost or stolen tickets	6
Penalties for changes to ordinary tickets	6
Group tariffs.....	6
Check-in	6
Baggage	7
Embarking and disembarking of vehicles	7
Pets	9
Court of jurisdiction.....	9
Port taxes, fuel supplements and other charges.....	10
Minor passengers	10
Pregnant passengers	10
Medical conditions of the Passenger	11
Assistance for persons with disabilities and persons with reduced mobility.....	11
Transporting weapons and hazardous goods	11
Lost items	12
Personal Data Protection	12
Complaints	12



Acceptance

In purchasing the ticket, the Passenger accepts these General Transportation Conditions and, upon booking and/or buying the ticket, gives his or her consent to the processing of personal data as per EU Regulation 679/2016, in accordance with the methods and purposes set out at the end of this document.

Applicable Regulations

The contract for the transportation of Passengers, their luggage, vehicles and accompanying animals is governed by EU Regulation 1177/2010, by the Convention of Athens dated 13/12/1974 as amended, and by the Italian Navigation Code, along with any new regulations affecting the sector, particularly regarding the limitation of the Carrier's responsibility.

Powers of the Captain

The Passenger is subject to the disciplinary power of the Captain and accepts his or her decisions, as well as those of the Carrier, in relation to the faculties ascribed to them by these conditions.

The Captain of the ship may, in the event of circumstances affecting the safety of the ship and/or Passengers, change the sailing route. In any case the Captain may take action without a pilot, deviate from the ordinary route, call at ports which differ from the planned ports, and transfer the Passenger and his/her baggage to another ship where necessary for the purposes of continuing the journey.

All persons on board are subject to the authority of the ship Captain, who is awarded the disciplinary power stipulated by the Law (art. 186 of the Navigation Code). From the start of embarkation until disembarkation, the Passenger must adhere to the requirements, regulations and provisions in force on board, and/or those dictated by the Captain of the ship and/or issued by the Carrier.

Duties and responsibilities of the Passenger

Passengers must ensure their conduct is diligent and prudent, ensuring the safety and integrity of themselves, other persons and animals under their care, this being even more the case in adverse weather and marine conditions; as a result the Carrier will not be held responsible for any damages caused by the failure of Passengers to respect said rules of conduct.

It is forbidden for all passengers to smoke in the closed spaces and/or covered decks of the vessel, and outside of the areas indicated on the outdoor decks.

Given the COVID-19 epidemic, and in any case in respect of European and/or national legislation and rules issued by countries of departure, arrival and transit for said emergency, all Passengers are obliged to equip themselves prior to embarking with the PPE (Personal Protective Equipment) required at the time by the aforementioned regulations, and to use the PPE for the duration of the journey. In particular, it is obligatory to wear facemasks correctly, to maintain a distance of at least one metre



from other Passengers, and to avoid gatherings. In any case the Passenger is obliged to respect instructions given by the Captain or crew geared towards preventing the Covid-19 emergency.

Passengers shall answer for any damage caused (whether by themselves or a person or animals in their care) to the ship, its furnishings, its fittings and accessories, its equipment, other Passengers, staff employed by the Carrier or its co-workers, third parties as well as all penalties, fines and/or expenses which the Carrier incurs as a result and are imposed by any authority of any country.

The Passenger is obliged to respect the rules of conduct dictated by prudence, not least in relation to the type of risks involved in navigation. In particular the Passenger acknowledges that navigation itself depends on meteorological and marine conditions, and involves inevitable rolling and/or pitching movements, as well as general moisture on surfaces both inside and outside the ship.

The Passenger accordingly undertakes to follow all the Captain's instructions along with those given by crew, to follow signs located on-board, to use handles and railings for support, and in general to adopt prudent conduct. The company declines any responsibility for damages to people and/or things arising as a result of imprudent conduct.

European Union Passengers must display their ticket and identity document, and extra Schengen Passengers must show their passports.

Failure to present these documents shall result in passengers being denied boarding.

Upon embarkation, Passengers are also obliged to collect all valuables from their vehicles along with anything else they require during the sailing.

It is forbidden to disembark from the ship once embarkation procedures have been carried out.

Only the vehicle driver may enter the garage area with the vehicle. Accompanying Passengers must use the side staircase and must take their ticket with them.

It is forbidden to enter the vehicle deck of the ship during navigation. When the ship is stationary in the port, it is prohibited to be less than 50 metres from the ship and its moorings.

Faculty and responsibility of the Carrier

The responsibility of the Carrier for the loss of human life, for physical damage and for the loss and/or damage of baggage, vehicles and personal goods and belongings is in any case subject to the limitations set out in the Athens Convention dated 13/12/1974 as amended by the London Protocol dated 01/11/2002 and the Italian Code of Navigation, as well as all other Italian or international regulations which apply to the sector.

The Carrier may not be held responsible for delays due to port operations.

Crossing times are calculated based on the distance between ports, and on favourable weather and marine conditions.

In accordance with clause six of Article 19 of EU Reg. 1177/2010, the Carrier stipulates that the minimum threshold below which financial compensation shall not be owed is Euro 6 (six), whether for



individual tickets or season tickets, notwithstanding the exemptions set out in Article 20 of the above Regulations.

In any case, notwithstanding any other legal exemptions, where applicable, compensation shall not be due where Passengers are aware of a delay prior to purchasing the ticket, where the delay is caused by the Passenger him/herself, or where it is caused by weather conditions that pose a risk to the safe operation of the ship, or by extraordinary circumstances which prevent the service from running, rendering this unavoidable even after all reasonable measures have been adopted.

Where the ticket specifies the name of the ship which will be used for the transportation purposes, this is to be taken as purely indicative, as the Carrier is entitled to perform the transportation using another ship.

The Carrier declines any responsibility for damages caused to the Passenger by delay, interruption or failure to fulfil transportation when the event is the result of chance, force majeure, adverse weather and sea conditions, strikes and technical faults, or by other causes not ascribable to the Carrier.

The tariffs and these General Conditions may be altered up until such time as the ticket is issued. As a result, the Passenger accepts them as established at that time.

The Carrier shall not be liable for expenses and damages to people, luggage and objects accompanying the Passenger where these are caused by force majeure, the perils of the sea and any other causes not ascribable to it. Where the Carrier is deemed responsible, the legally prescribed limitations shall apply.

Ticket

The ticket for passage is personal; it may not be transferred and is only valid for the transportation specified therein.

On purchasing the ticket, the Passenger is obliged to supply his or her exact personal details (name, surname, nationality, date of birth, sex, identification document number, personal and emergency contact details), details of the vehicle, where applicable, and information regarding transported goods where necessary. Passengers are solely and exclusively responsible where any information supplied proves incorrect or incomplete, including in respect of any inspections and/or checks conducted by Authorities of any Country.

On handing over the ticket, the Passenger is obliged to check that all the data on the ticket (including the date, scheduled departure time, number and category of Passengers, vehicle characteristics and any supplements) are correct.

The Carrier will not accept any responsibility for mistakes or omissions notified subsequently.

Tickets which are scratched and/or have any corrections shall be considered void.

The Passenger is obliged to keep the ticket to prove his/her entitlement to transportation, and must display it to any member of the ship's crew or the Carrier's staff members if they should request it. The ticket must also be kept for the purposes of submitting any complaints as set out in the regulations below (paragraph 25).



In the event of any difference between the type of vehicle indicated on the ticket and the actual tariff category of the embarked vehicle, the booking will be cancelled and a new ticket will be issued only if room is available at the time.

Special tariffs, concessions and group discounts

The Carrier's tariffs vary according to specific age groups, and for individuals with particular conditions or personal characteristics. Said individuals are responsible for supplying the necessary documents to prove their age, condition or characteristic, and must present them to members of the crew or those appointed by the Carrier when requested to do so.

In order to determine the applicable reduced tariff, "children" are those that have already reached the age of four and have yet to turn twelve (4-11), and "infants" are those who have yet to turn four (0-3).

Total and partial cancellation of the ticket, refunds.

The refund must be requested from the Carrier's ticket office if the ticket was originally purchased from one of said ticket offices.

The refund will be made by the Carrier, or by the retailer from which the ticket was first bought, if the purchase was made through a travel agency, Tour Operator, ticket vendors not managed by the Carrier and/or other types of traders (including websites other than that of the Carrier). In such an event, the refund will be made to the Passenger directly by the retailer concerned.

The refund request must be made by the customer within two months of the date of travel.

For tickets purchased through a travel agency the request must be sent to the agency that will provide the refund.

Refunds for ordinary tariff tickets are liable to the following penalties:

Withholding of 10% for tickets cancelled within 20 days prior to the departure date; Withholding of 20% for tickets cancelled within 10 days prior to the departure date; Withholding of 30% for tickets cancelled within 48 hours of the departure date; Withholding of 50% for tickets cancelled within 24 hours of the departure date.

For the purposes of calculating the above penalties, the amount of the tickets is understood to be minus any booking fees.

From 24 (twenty-four) hours prior to the ship's departure and up until one hour prior, it will be possible to request the cancellation of the tickets, notwithstanding the fact that the Passenger will not be entitled to any refunds, and shall not have any other rights and/or may not submit claims for said cancellation.

No refunds shall be made in the event of the following:

- (i) Passengers fail to present for departure within the stipulated embarkation deadlines;
- (ii) tickets not cancelled in accordance with the above procedure within 24 hours of departure.



Any changes to the dates and/or times are permitted with penalties applying as set out in paragraph 10.

Lost or stolen tickets

The loss or theft of a ticket must immediately be notified to the emitting agency or the port office at the time of departure. A duplicate may only be issued if the original ticket has not already been used, and upon presentation of an Identification Document.

Penalties for changes to ordinary tickets

Changes to the date and time on ordinary tickets may only be accepted where requested prior to the deadline set for embarkation, as set out in paragraph 12 of these General Conditions, subject to availability on board the vessel, and the payment of any price differences.

Price differences in favour of the Passenger will not be refunded. Changes are only permitted in accordance with the departures scheduled by the Carrier.

Where standby lists are created for a specific departure date, Passengers who do not already hold a ticket for a subsequent departure will be given preference.

Group tariffs

Discounted tariffs are available for groups of at least 10 people. The relevant information is available from the Carrier's agencies at the port of embarkation.

Check-in

The latest time for arriving at check-in is 30 minutes prior to the scheduled departure time for Passengers travelling without a vehicle, and 60 minutes before for Passengers with a vehicle, unless otherwise stipulated by the Authorities.

Once the above deadlines have elapsed, the booking expires and embarkation is no longer guaranteed.

Check-in is at the ship embarkation quay.

Passengers must present themselves at the embarkation point with an identification document valid for travel abroad, and with any other documentation stipulated by the General Conditions and regulations in force at the time.

Given the COVID-19 pandemic, and in relation to European and/or national legislation and rules issued by countries of departure, arrival and transit in respect of the pandemic, also with an end to restricting and controlling the movement of persons across national borders, Passengers are obliged to obtain

the certificates required for passenger embarkation and disembarkation in destination countries at that moment in time, for each individual journey, prior to embarking.

In any case Passengers are solely liable for any damages arising from being turned away at the destination border due to the irregularity or inadequacy of the certification in their possession, in that it is solely the responsibility of Passengers to verify the means of obtaining certification.

Baggage

Each foot Passenger is entitled to carry on hand baggage free of charge. This baggage must contain the Passenger's personal effects, whether transported in suitcases, boxes or such like. The baggage must not exceed 150 cm in height, 50 cm in width and 30 cm in depth.

The Passenger is prohibited from transporting in the baggage and/or in the vehicle any goods destined for the sale of hazardous and/or harmful objects, or those whose transportation is forbidden.

If the party concerned intends to transport goods for the purposes of selling them, or goods which are of a considerable size, or to transport harmful or hazardous substances, he or she must ask the Carrier if it agrees; the latter will then provide the relevant quote, if possible, based on the type of transportation required.

The Carrier retains the right to deny transportation where the request is incompatible with the ship's characteristics, and/or with the need to maintain conditions that ensure the safe navigation of the other Passengers.

Passengers may take their baggage with them at their sole responsibility. The Company declines any liability in the event of the theft or damage of baggage in the possession of the Passenger, whether it occurs prior to, during or after transportation.

For the duration of the journey and up until the moment of disembarkation, Passengers are required to look after their own baggage and personal possessions (where transported outside of their baggage), and to ensure these do not constitute a hazard or hinderance to other Passengers and/or crew. They remain wholly responsible for said baggage and everything contained within it.

In compliance with current anti-terrorism regulations (ISPS), Passengers may be required to submit the baggage or vehicle for inspection at any time. The Carrier, Captain or other ship official may deny embarkation if said Passengers should refuse.

Embarking and disembarking of vehicles

Passengers travelling with vehicles must follow these guidelines:

1. A) Vehicles powered with LPG gas must be declared to on-board staff at the time of embarkation, and must reach the embarkation point with the tank half-full;
2. B) electric alarms and anti-theft systems must be turned off upon embarkation.



Regardless of the order in which passengers arrive, the Carrier and/or Captain and/or Staff in charge of embarkation are entitled to establish vehicle embarkation order entirely at their own discretion.

If, owing to causes of force majeure, the Carrier should not be able to embark a vehicle in possession of a regular booking, said vehicle will have priority in the next sailing. This will not entitle the Passenger to claim any compensation or indemnities of any kind.

For any vehicle whose size and/or characteristics fail to correspond with those declared upon booking, the Carrier reserves the right to deny embarkation and/or to collect a penalty for vehicles larger than the declared size.

Embarkation and disembarkation manoeuvres must be made personally by the Passenger driving the vehicle. Vehicles must be driven up to the ship door and then into the parking spot indicated in the garage during embarkation, and from this position to the door and then outside of the ship during disembarkation. Said manoeuvres are performed under the sole and direct liability of the driving Passenger who must respect all safety regulations in force concerning driving on the quays of the port concerned.

Inside the ship, the driving Passenger must place the vehicle as indicated by the on-board staff members. Embarked vehicles must be closed and locked by the Passenger, and must be left in first gear with the handbrake on.

It is not advisable to transport perishable goods owing to the high temperature in the garage.

For the purposes of identifying the correct tariff category, the length of vehicles is always calculated on an “all included” basis, thereby including tow hooks, rudders and any other protruding elements. Vehicles whose total “all included” length is greater than 6.00 metres must reserve one of the “Camper/Minivan” categories, depending on their length.

For embarkation purposes, at the time of booking it is necessary to declare the height of the vehicle where greater than 175cm, including accessories defined as “extra height” (roof boxes, suitcases, sporting equipment and suchlike).

For the purposes of identifying the correct tariff category, the vehicle definition in the vehicle’s paper shall be deemed binding.

The vehicle, along with any trailers or caravans and their contents, are accepted by the Carrier as a single loading unit, without declaration of value.

In accordance with articles 412 and 435 of the Code of Navigation, any damage to vehicles or any damaging event which occurs on board the Carrier’s ships must be declared before disembarking.

The Passenger must accordingly report said damage to the Captain and/or one of the Officers on board, who will note the complaint on the relevant form. This must be signed by the Passenger, without prejudice to all rights and/or exemptions of the Carrier.

Pets

The Company's ships do not have any cages and/or other instruments for transporting animals. The technical characteristics of the ships are such that they are solely destined for transporting Passengers and vehicles. As a result, pets are only accepted on the ship's external decks.

Pets may be transported with Passengers, subject to purchase of the relevant ticket, under the following conditions:

1. a) from the moment of embarkation until disembarkation has been completed, dogs must have a leash and muzzle. Alternatively, they must remain inside their carry case, which the Passenger shall be responsible for embarking; cats must also be kept in a carry case, as must birds, which must be kept in cages embarked by the Passenger. Embarking carry cases and cages will not incur additional fees over and above the tariff applied for the passage of animals.
2. b) animals must be transported in conditions that ensure they do not cause any damage or inconvenience to other Passengers and/or the ships. Guide dogs to assist the visually impaired must be equipped with the relevant documentation and are exempt from payment of a ticket. They may access internal areas. Dogs used to assist persons with disabilities or reduced mobility are governed by the guidelines set out in EU Regulation no. 1177/2010.

The Carrier reserves the right to request, prior to embarkation and at any moment during the journey, the medical certification attesting to the good health of the animal, and to inspect its vaccination passport.

Any certification issued more than 90 days prior to the departure date shall not be deemed valid.

The Passenger is liable for obtaining any certification needed to attest to the good health of the animal, along with its registration (where required) and any documentation required in the country of destination.

Passengers are responsible and liable for any risk involved in maintaining, keeping and caring for animals during transportation, and are obliged to respect the health provisions set out by the Competent Authorities, and any other rules stipulated by the Captain.

The Passenger is obliged to hold the Carrier harmless from any liability and/or burden resulting from or due to the failure of the Passenger to adhere to the rules and regulations described above, and any relevant Laws.

Court of jurisdiction

For any disputes arising from the interpretation and/or execution of these General Conditions, the court of jurisdiction shall be solely that of the location of the Carrier's head offices, except where the Passenger is classified as a consumer, in which case, and where stipulated by the Laws in force, the court of the place of residence or elective domicile of the Passenger shall have sole jurisdiction.



Port taxes, fuel supplements and other charges

Port taxes, fuel supplements, disembarkation fees and any other charges and supplements are always excluded, and must be added to the tariffs for the categories booked.

The amounts concerned may change up until the time when the ticket is issued, notwithstanding the Carrier's entitlement to apply changes arising from any amendments to regulations in force at any time.

Minor passengers

Passengers who have not reached the age of sixteen may not travel without an accompanying adult. Minors must be under the care of the accompanying adult and may not move within the premises or on the decks of the ship without said accompanying adult.

Minors on international lines travelling under the responsibility of adults who are not their parents or legal tutors must be in possession of their own identification document, the written authorisation of the parent or legal tutor, and a copy of the latter's identification document.

Passengers who have reached the age of sixteen but have yet to turn eighteen may travel without accompanying adults with a document of permission signed by a parent, along with valid copies of the parent's or legal tutor's documents.

Passengers aged less than eighteen and accompanying adults, where necessary, are subject to all the provisions set out in these Conditions, particularly with reference to the obligations described therein and the exclusions of the Carrier's liability.

Pregnant passengers

Le donne in stato di gravidanza che abbiano concluso il sesto mese di gestazione possono viaggiare solo se munite di specifico certificato medico rilasciato non prima dei due giorni precedenti all'imbarco.

In caso di gravidanza con complicazioni, tale certificato è necessario a prescindere dal mese di gestazione.

L'imbarco non sarà ammesso qualora l'interessata sia prevista partorire nei successivi sette giorni, o abbia partorito nei precedenti sette.

È comunque facoltà del Comandante negare l'imbarco alla persona in stato di gravidanza qualora – a suo insindacabile giudizio – la stessa non sia nelle condizioni di salute idonee al viaggio.

Nei casi di negato imbarco per le ragioni di cui al presente paragrafo il Vettore è obbligato unicamente al costo del biglietto.



Medical conditions of the Passenger

The Carrier will refuse embarkation to Passengers who require medical assistance during the journey if not accompanied by authorised medical or paramedical personnel. Notwithstanding the faculties set out in article 192, second paragraph of the Code of Navigation, the embarkation of Passengers manifestly affected by serious illness or illnesses which pose a danger to the safety of navigation or the safety of persons on board shall be subject to authorisation by the Authorities concerned. Where the passenger possesses a medical certificate stating that he or she does not require any medical assistance during transportation, the Carrier shall have the faculty to embark said Passenger but to decline any liability in respect thereof. Embarkation of Passengers in physical or psychological conditions that do not allow them to undertake the journey, or such that they cause a disturbance or pose a risk to themselves and others, for example due to drug abuse, hallucinogenic substances and alcohol, shall be at the discretion of the Captain and the ship doctor, where present. In all the above cases, Passengers shall not be entitled to compensation for damages, and shall be liable for any damage caused to themselves, the ship, its fittings and equipment, to third parties and to the possessions of third parties. Acceptance of Passengers on board by the Carrier must not be considered a waiver of the latter's entitlement to subsequently raise objections to the Passenger's conditions, whether made aware to the Carrier or not at the time of embarkation and/or departure of the ship.

Assistance for persons with disabilities and persons with reduced mobility

Assistance is provided to Passengers with disabilities and Passengers with reduced mobility in accordance with the limitations set out by EU Reg. no. 1177/2010.

Where Passengers with disabilities and/or reduced mobility are accompanied by another person providing them assistance, said accompanying person shall travel free of charge.

It is the responsibility of the Passenger with disabilities and/or reduced mobility to inform the Carrier of his/her condition upon making the booking and purchasing the ticket, and to specify the kind of assistance needed, in addition to the presence of an assisting person to accompany him/her.

In order to ensure the points stipulated in EU Reg. no. 1177/2010 are applied, the Passenger must personally present him/herself at the place designated and communicated by the Carrier, once the latter has received the assistance request, at least 60 minutes prior to the time of embarkation.

In any case, Passengers with disabilities or reduced mobility and their accompanying passenger transported free of charge must be able to document their state and/or condition and/or classification with the appropriate documentation at all times.

Transporting weapons and hazardous goods

At the time of embarkation, Passengers must hand over any weapons and ammunition in their possession to the Captain of the ship, who will undertake to store them until disembarkation.



Withdrawal of weapons or ammunition from those who possess them due to their role or service performed, is only consented for serious ascertained reasons, and must be indicated as such with a declaration at the moment of their withdrawal.

Failure to declare the transportation of weapons is subject to penalties as per article 1199, second paragraph of the Code of Navigation, unless the act constitutes a more serious offence.

Those intending to embark hazardous goods of any kind and type are obliged to inform the Carrier thereof in writing upon booking the ticket, so that checks may be made to ensure the ship concerned is able to transport hazardous goods. The passenger must provide all the necessary information and all those requests the Carrier should make in order to classify the goods.

The Captain of the ship shall in any case reserve the right to refuse to embark goods which, in his/her opinion, are deemed hazardous.

Lost items

If a Passenger should forget or lose personal objects on board, he or she may inform on-board staff members at the ticket offices, or notify the loss of the goods with a written communication to the Carrier's head offices. The Carrier is not obliged to compensate the Passenger for any items forgotten or lost on board.

Personal Data Protection

The Passenger declares he/she has read the privacy statement provided by the Carrier as per article 13 of EU Reg. 2016/679, the complete wording of which is published on the following link:

<https://ichnusalines.com/en/privacy-policy/>

Complaints

The Passenger is entitled to submit a complaint to the Carrier in relation to any rights which are prejudiced, or the failure of the Carrier to observe its obligations in relation to the points stipulated under EU Reg. 1177/2010 or other laws or regulations in force.

He or she may do so within two months of the date on which the journey for which he/she intends to make a complaint of breach was concluded. Any "outbound" and "return" trips are considered two separate journeys. As a result complaints regarding said journeys are consented within the resulting deadlines.

In the event of a complaint concerning a journey yet to be made, the above deadline shall apply from the day on which the journey should have commenced.

The Carrier shall, in compliance with the provisions of Article 24 of EU Reg. 1177/2010, provide a platform for filling out and submitting a complaint: www.ichnusalines.com/complaints

Alternatively, the Passenger can autonomously draft the complaint, which must contain the following details:



Identifying details of the Passenger (name, surname, address of residence/domicile and contact numbers) and, where applicable, his/her Representative (enclosing the power of attorney and copy of the identification document of the Passenger);

Identifying details of the journey (scheduled date and time of departure, scheduled place of departure and destination, booking code or ticket number);

Description of the circumstances surrounding the complaint, particularly irregularities in the service provided by the Carrier compared with those stipulated by European and Italian regulations.

The complaint as drafted above must be sent to the email address info@ichnusalines.com, or sent on paper to the following address: Calata Boccardo, no. 8 – 16128 Genova.

The complaint submitted as per this paragraph will be handled by the Carrier within the deadlines and methods set out in EU Reg. 1177/2010.