

Art. 1 - Overview

1.1 The object of this contract consists in the sea transport of passengers from the port of departure to the port of arrival, as set forth by art. 396 and subsequent ones of the Navigation Code, following transport conditions and EU Regulation no. 1177/2010.

1.2 For purposes of this contract, the following is specified:

- Passenger means any person who has stipulated a sea transport agreement concerning people and, therefore, holds the ticket issued by the carrier through its direct (ticket offices, website) or indirect sales channels (authorized agencies) and travels on the ships.
- Carrier means company SNAV S.p.A., herein after referred to as "company" or "enterprise". The sea carrier is generally the contracting carrier. The ship used for transport may be part of SNAV's fleet or another actual carrier.
- The sea transport service of passengers means the commercial transport of passengers via sea, over the route indicated in the ticket, including on-board accommodation and embarking of vehicle, at a set hour. The navigation times are indicative and calculated based on the distance between ports in favorable weather – marine conditions;
- The boarding ticket represents the travel voucher or contract;
- Vessel means any type of watercraft part of SNAV's fleet consisting of high-speed crafts (hydrofoils and catamarans) and Ro-Ro cruise ferries.

1.3 The carrier undertakes to transport the passenger and, according to the type of vessel and route, embark his/her vehicle according to the methods set out in the transport conditions indicated below and, on our website, www.snav.it, that the passenger agrees to review and fully comply with, before purchasing the ticket.

1.4 Any additional services offered by the carrier which are not explicitly indicated in the ticket do not constitute part of the contract.

1.5 This contract exclusively applies in case SNAV is the contracting carrier and as such, issues the travel ticket for all our shipping lines except for the Gulf of Naples (*Napoli – Procida – Casamicciola Terme*) where the transport conditions of the Gulf of Naples are applied. These conditions are not applied on Capri Island maritime connections.

Art. 2 - Ticket

2.1 The travel ticket is personal, cannot be transferred and is valid only for the route specified in it. The passenger shall check that the data indicated on the ticket is correct, shall retain it to justify his/her right to travel and show it with a valid identity document, to any ship officer or ticket inspector who may request it. If the passenger will be found without the ticket/contract, this shall pay double the travel price, granted refund of relative damages. Damaged tickets are considered null and void.

2.2 Passengers shall be liable for their personal details provided on booking. The Carrier shall not accept any liability for not being able to contact Passenger, in the event of necessity, if their Personal details are missing or incorrect. If the passenger does not receive the ticket booked online or by contact center, he must contact immediately SNAV contact center.

2.3 The ticket it's not an invoice. Passengers interested in obtaining an invoice should request it while buying the ticket, expressing explicitly the need of e-invoice and by telling the correct invoice dates before purchasing of the ticket.

2.4 The price shown on the passage ticket is that of the fare in effect on the date of its issuance. Fares may change downward or upward up to the time of ticket issuance. Special discounts and reductions have no retroactive effect on tickets already issued.

2.5 The ticket price includes any surcharges, taxes and port fees, the amounts of which are subject to change, as well as pre-sale fees up to €1.50 per passenger and vehicle and booking fees of €1.00 each way. The ticket price does not include the provision of food on

board, for which the passenger remains responsible.

2.6 On ro-ro cruise ferries, the passenger can purchase an on-board menu with the ticket; in this case, the travel ticket will indicate the pre-purchased meal voucher. Partial or total non-consumption of meals will not entitle to any refund.

Art. 3 - Accommodation

3.1 The passenger acknowledges that various types of accommodation are available on-board the cruise ferries, that she/he can select until the moment of purchase (different types of cabins, accommodation in armchair and deck access). Once the ticket is issued, the passenger will occupy the indicated place and/or in lack of it, the place indicated by the crew. If objectively needed, the Company has the faculty to allocate a different accommodation to the Passenger. In case the assigned place is of superior type, no rate difference will be applied, while if the new accommodation is of lower type, the surcharge will be refunded to the Passenger, granted the faculty of the latter to terminate the contract pursuant to law.

3.2 The accommodations (cabins and armchairs) must be vacated before the ship's arrival time, in order to allow the execution of landing operations in total safety. Check-out methods and times, as well as indications on gathering points at common areas will be announced by the captain.

3.3 During navigation on high-speed crafts, passengers should remain seated at their own place.

Art. 4 - Passengers' Medical Conditions

4.1 The captain has the right to deny embarking to any subject who, at the company's discretion, is in physical or psychological conditions such not to be able to travel or any subject who may pose a hazard to other Passengers for assuming drugs, hallucinogens, alcohol or in case of illness or disease. In these cases, the passenger will not be entitled to damage refund and will be held liable instead for damages caused to the ship, its equipment and accessories, third parties and also third-party objects. The potential acceptance of the Passenger on-board by SNAV shall not be considered as waiver to any of its rights to be exercised afterwards, with regards to the passenger's conditions whether known or not known upon embarking and/or ship departure.

4.2 Passengers with reduced mobility, disabled, ill or other subjects who require particular assistance (e.g., passengers who require to carry oxygen nozzle and bottle) are required to notify when booking in port ticket office or by the telephone number 0814285555, or when booking on line flagging the field in the passenger's data. Passengers with needing specific assistance, must submit documents attesting to the right, when requested, at least 48 hours prior the expected departure, in order to allow the Carrier to provide the necessary assistance and/or verify the feasibility of the transport itself. The carrier provides cabins for disabled, if available.

4.3 From the end of 6th month of pregnancy, pregnant women who are not experiencing any complications related to gestation must let issue a medical clearance issued explicitly for this specific sea voyage issued not earlier than 7 days prior to departure and must present it to the officer of the vessel, purser or staff on board on request. In all other cases, the pregnant women must always obtain a medical clearance, independent of the month of pregnancy. This applies without prejudice to the discretion of the captain to refuse embarkation if he believes that the pregnant woman is not capable of travel.

Art. 5 - Check-in

5.1 In application of international laws on safety (ISPS Code), the deadline for arriving at the check-in for passengers with vehicles should be before the expected ship departure time at SNAV ticket office:

- For Italy – Croatia line: passengers must report at least 3 hours before departure time
- For Naples – Isola Eolie and Isola Pontine: passengers must report at least 1 hour before departure time

5.2 Embarking is not guaranteed after the aforementioned term.

5.3 Passengers who have checked in must remain in the embarkation area

5.4 Departures from and to the Aeolian Islands at established times, are operated by SNAV or other carrier on behalf of SNAV. No refund will be acknowledged to the passenger who does not embark on-board the vessel, after checking in.

Art. 6 - Documents

6.1 National connections: all passengers, adults and children, shall travel with a valid identification document.

6.2 Passengers under 14 years old: since May 2011 (Decree-Law 70/2011 converted in Law no. 106/2011), the ID card can be requested from birth. It is specified that the validity of the ID varies according to the age of the holder: 3 years for

subjects under 3 years of age; 5 years for subjects of age between 3 and 18;

- Passengers aged less than 14 years may not travel alone. They shall be constantly monitored by parents and/or guardians and cannot transit on the vessel without being accompanied. Under no circumstances the Company cannot be liable for any Carrier will accident or damage occurred because of ignorance of above rules

- Passengers aged between 14 and 18 years old can travel alone, provided they boast a written authorization by the parents or guardian who releases the Company from any liability.

6.3 Connections to Croatia

- Passport/ identity card valid for foreign travel: the passenger shall travel with a valid identity document (passport or identification card valid for foreign travel). The passport shall be at least valid for (90) days from the return date. The identity document shall be valid and suitable according to the selected destination (passport or identification card valid for foreign travel). Please note that during entries in Croatia, issues have been reported with regards to the acceptance of identity cards in paper format renewed with stamp and sometimes, holders of electronic identity cards renewed with a certificate released by the Municipality were denied entry. Therefore, in order to avoid inconveniences, we recommend passengers with expiring document to renew it completely.

- Travels abroad for under-age subjects: All Italian under-age subjects who travel, shall hold an individual document. Therefore minors, even if registered on the parents' passports before 25th November 2009, shall hold an individual passport or, in case the entered Countries acknowledge validity, an identification card suitable for foreign travel pursuant to Circular Letter no. 1 of 27th January 2012 of the Ministry for the Interiors "the identity card valid for foreign travel released to minors under fourteen years old may indicate, upon request, the name of the parents or guardian". Should said indication not be present, a family status certificate must be obtained before travelling or extract of birth certificate of the minor, to show at customs upon request of the authorities.

- Up until 14 years of age, Italian minors can travel abroad provided they are accompanied by at least a parent or guardian or provided the name of the person, body or transport company to which the minors are entrusted, are mentioned on the passport or accompanying declaration released by whom can grant consent or authorization pursuant to art. 3, letter a) of Law no. 1185 of 21st November 1967, stamped by an issuing authority (Police Department in Italy, Consular Office).

- Vehicles require to be accompanied by the following documents to enter Croatia: Italian driver's license, vehicle registration document and Italian insurance.

- In order to drive a vehicle owned by a different subject, we suggest obtaining a written proxy, undersigned by the car owner and accompanied by the photocopy of an identification document of the latter. In Croatia, a driver's license of category A2 is required to drive vehicles with displacement exceeding 50 cc.

- Nonetheless, the company invites passengers to obtain updated information at their local Police Department, and also at Embassies or Consulates of the destination Country accredited in Italy and/or from their travel agent. No refund will be issued upon check-in with expired or unsuitable document.

Art. 7 - Embarking and disembarking vehicles

7.1 Vehicles are embarked in the order instructed by the Master of the ship and/or his assistants and personnel. Vehicles are embarked, parked (with pulled hand brake, engaged gear, disengaged alarm and anti-theft devices, closed windows, open locks and ignition key hung to the dashboard) and disembarked by the passenger who shall abide to the instructions imparted by the crew present during operations. For safety reasons, it is prohibited to embark vehicles that carry dangerous or harmful goods, not allowed by applicable regulations, and containers that store flammable products. It must be notified whether the car is LPG/methane supplied when booking and also to the staff in charge of embarking operations, in order to park the car in suitable areas of the vessel. The tank's valve must be closed and fed with petrol upon loading.

7.2 The vehicles' lengths are considered overall, including tow hooks, steering wheels or other. Campers, caravans, off-road cars or anyhow vehicles of height exceeding 1.80 meters from the ground and/or width exceeding 1.85 meters must be reported when booking. The vehicle is accepted as single loading unit without declaration of value. The Passenger who intends to declare the value of the vehicle embarked, shall formalize it in writing before purchasing the ticket as in this case, the cost to

transport the vehicle will be calculated according to the declared value. Therefore, any value declarations presented after purchasing the ticket will not be accepted.

7.3 SNAV will be liable for the loss or damages to the vehicle embarked with the passenger, within the limits set forth by art. 422 and 423 of the Navigation Code, and exclusively in case the incident is ascribable to the company and reported to the crew when it occurs with consequent compilation of the claim report by the captain.

7.4 Should the vehicle's characteristics and sizes do not correspond to those declared by the passenger and indicated in the ticket, loading will be allowed only after checking availability by the crew and upon payment of any price differences. Failure to comply with the afore-cited rules will result in the voidance of the ticket.

Art. 8 - Baggage

8.1 The ticket price includes the fee for the passenger's carry-on baggage which must be maximum size 50x35x20cm within 9 kg of weight per passenger. The ticket price does not include the fee for overhead rack services. The baggage must exclusively contain the passenger's personal effects, orderly stored in luggage, travel bags, boxes, cases and similar. Excluding the provisions set forth by point 9.4, the baggage is handled by the passenger who is liable for its contents.

8.2 On cruise ferries, each passenger can carry his/her baggage inside the cabin. The passenger can store valuable, precious objects or cash free of charge at the Purser's Office, provided they are not bulky. The navigation company reserves the right to offer the baggage storage service on some ships, upon payment.

8.3 On high-speed vessels, the passenger can keep his/her carry-on baggage with him/her, within the limits set forth by point 9.1, making sure not to lay it on seats, or transit corridors. If the baggage cannot be stored at the assigned seat due to its sizes, the passenger shall store it in the areas indicated by the crew, upon showing the ticket indicating the baggage.

8.4 On the Naples – Aeolian Islands route, upon check-in, the Company will hand out a label to the passenger indicating the place of destination, that the latter shall affix on the baggage. The baggage will be left with the crew and stored in the suitable baggage area. In this case, the baggage can be picked-up upon landing, by showing the label slip that remains with the passenger.

8.5 The Company is liable for lost or damaged baggage within the limits set forth by art. 412 of the Navigation Code (the refund is for maximum of € 6,19 each baggage for each kg) and only in case the crew verifies the damage and this is recorded in the log book, second section, by the captain.

8.6 In force of the principle of good faith in executing the contract, the passenger has the duty to immediately notify the crew, before or upon landing, any loss or damages to the baggage and carried objects. Failure to report visible damages to the baggage will void the rights set forth by art. 412, 435 of the Navigation Code and EC Regulation 392/2009.

8.7 Only in case of not visible damages or baggage loss, the passenger shall prevent a written claim within fifteen days from the landing date or from the date the baggage was returned or expected to be returned (art. 15 of EC Regulation 392/2009).

8.8 Lost & Found- The company is not liable for the loss and or theft of passenger property or luggage left on board ship units. Passengers can report the loss to the company by filling out the "complaints and suggestions" form at www.snav.it. Any luggage left on board or in the boarding area without custody and not claimed by any passenger entitled to collect it will be kept in a place deemed suitable by the company for a maximum period of 30 days. After that period, items found and unclaimed will be turned over to the mayor of the municipality where the finding occurred

Art. 9 - Pets

9.1 Granted otherwise the provisions set forth by law, pets are allowed on the cruise ferries (e.g., cats, dogs, etc.). In order to be allowed on-board, in general all pets shall hold a ticket, veterinary certification stating they are in good health and they must have undergone the prophylaxis for external parasites. Dogs must be registered with the Canine Registry.

9.2 In order to comply with hygienic-health

provisions, pets shall travel in the kennel or specific cabins (in the maximum number of 2 pets per cabin).

9.3 In pet-friendly cabins, in case the owner is not present, the dog must be transferred to the kennel or cage, since Passengers are prohibited to leave them inside the cabin and common areas. An external area is available to walk dogs, which must be kept on the leash and with muzzle. In partial derogation of the above, guide dogs that accompany sighted impaired passengers are allowed in the ship's areas, as well as dogs of the National Civil Defense, accompanied by a suitable certification and in service.

9.4 Pets travel at the passenger's care and responsibility. In compliance with the Order of the Ministry of Health of 27th August 2004, owners shall apply the muzzle and leash on their dogs when walking in public areas and means of transportation. Passengers are liable for any damage caused to objects or third parties, related to their pets. The carrier declines any liability for the potential seizure or authorization of pets by the Medical Authorities of the embarking/landing port and also for accidents to pets, their escape, loss or death occurred during transport or during embarking or landing, granted any cases of malice and/or fault ascribable to the carrier.

Art. 10 - Failed Departure

10.1 The Passenger who does not arrive at the check-in within the established times (art. 5) or fails to board on the ferry, will not be entitled to any refund of the paid price, not even partially. Moreover, no refund will be acknowledged in the following cases:

- denied embarking due to safety reasons, even if the Passenger checks-in within the established times;
- if the Passenger holds documentation which is unsuitable for disembarking at the destination port (e.g.: the non-production or expired of ID, or ID not suitable for travelling);
- if the Passenger does not embark in time after checking-in;
- in the Passenger name is not indicated on the ticket.

Art. 11 - Travel cancellation, delay, interruption, changes to the times or itinerary

11.1 In the cases foreseen by the Navigation Code and in cases of objective need and/or force majeure, the carrier has the faculty to cancel the scheduled departure, change itinerary (adding or omitting ports of call) and change the departure port.

11.2 In case departure is delayed, the Passenger will be informed and assisted pursuant to art. 16, 17 and will be granted the protections set forth by art. 18 of EU Regulation no. 1177/2010, without prejudice to the exemptions set forth by art. 20 of the same Regulation. In case of delayed arrival to the destination port, without prejudice to the exemptions set forth by art. 20 of EU Regulation no. 1177/2010, if eligible, the Passenger will be entitled to an indemnity as set forth by art. 19 of the same Regulation.

11.3 The Captain, in the cases foreseen by the Navigation Code and cases of objective need and/or force majeure, is fully entitled to proceed without pilot, tow and assist other ships in any circumstance, deviate from the ordinary route in any direction, for any distance and scope related to its duties of Captain, as set forth by the Navigation Code and International Conventions. In said hypothesis, he can change the ship's itinerary, also in the opposite direction or over the usual route, transfer passengers and vehicles on any other ship or means of transportation whether belonging to the carrier or not, directed to the destination port.

Before departure, the Passenger shall check that no variations were made to the departure time indicated on the ticket. The name of the ship that will operate the transport, if indicated on the ticket, is merely indicative as another ship could be used, also of another carrier.

11.4 The carrier is not liable for damages caused by delay or non-execution or non-compliant execution of the transport should the event be linked to a fortuitous case, force majeure, bad weather-marine conditions, strikes and technical failures constituting force majeure or other causes not ascribable to it, as set forth by art. 402, 403, 404 and 408 of the Navigation Code and cases foreseen by art. 20 of EU Regulation no. 1177/2010.

11.5 Under no circumstance the carrier shall be deemed liable for delays due to port

operations.

Art. 12 – Refunds and amendments

12.1 Once concluded, the agreement cannot be resolved by the contracting parties. However, SNAV, in derogation of art.400 Navigation Code, grants to the passenger who no longer intends or is unable to depart, the faculty to be refunded of the partial ticket price. Except for pre-sale and booking fees, which always have to be paid by the passenger and are not refundable, the refund will be 100% of the ticket price if the passenger writes a notice to callcenter@snav.it at least 30 days before the departure date, moreover the refund will be of the 80% of the ticket price if the passenger writes a notice to callcenter@snav.it in the period between the 29th and 48 hours before the departure, and at last the refund will be of 50% of the ticket price if the passenger writes a notice between 48 and 4 hours before the departure. No refund will be acknowledged to the passenger who transmits the cancellation request between 4 hours prior to the departure up to departure and in case of no-show for any reason (no show). The entire amount for tickets containing special fares as set by the following article or subject to promotional rates indicated from time to time and promoted in information brochures, websites, or travel agencies is non-refundable.

12.2 Tickets issued in the name of the passenger cannot be transferred. All the tickets are exclusively valid for the date, route and time indicated on it. In derogation to the above, SNAV grants to passenger the right to modify the date, route and/or time, upon checking availability.

12.3 For the ticket modification made at least 30 days before the departure date, the passenger will not pay any amount as a modification cost, while only any fare difference will be applied. For ticket modification made during the period between the 29th day and 48 hours prior to departure, the passenger will be required to pay the amount of Euro 20.00 per modified route in the event that as a result of the modifications the new ticket is of equal or lesser amount than the original ticket. Any change in the issued ticket does not entitle the passenger to a refund. If, as a result of the changes, the new ticket is of a higher amount than the original one, the passenger will be required to pay the amount of Euro 20.00 per changed route plus the fare difference. For the name change only in the passenger list, the change fee is euro 10.00 per modified route. In the last 48 hours prior to departure, no ticket changes will be possible. Exceptions to what has just been described are tickets containing special fares referred to in the following article or promoted from time to time through all information and sales channels, for which, without prejudice to what has already been paid, the total amount of the new ticket booked must be paid.

Art. 13 - Special rates

13.1 All special and/or promotional rates are subject to space availability and are proposed automatically by the various booking systems. Happy Price application: the application of the "Happy Price" rate varies according to the booking and/or departure date, number of passengers, selected accommodation, booking system used and is subject to space availability upon booking.

Art. 14 - Passenger claims and notices

14.1 In virtue of the principle of good faith in executing the contract, the passenger shall have to notify immediately the crew about any issue so that the company can promptly solve it. For any problem pertaining to the accommodation on board, and without prejudice to the provisions of Article 3, on ro-ro ferries, the passenger may complain to the Purser.

14.2 In order to allow passengers to leave their reports and impressions of the crossing there are special comment forms on board.

14.3 To transmit a claim or indemnity request, the passenger, holder of the ticket, can send claims and/or suggestions by filling out the relative form available on our web site www.snav.it. Alternatively, the passenger, holder of the ticket, can send a registered letter with return receipt to SNAV S.p.A. Legal Office, Stazione Marittima, Molo Angioino 80133 Naples. The applicant shall provide their name, surname, contact information, enclose a copy of the ticket and/or boarding-pass in their name and the reason for dissatisfaction. The passenger authorizes the Carrier to use personal data. To submit a claim or request for compensation the person submitting the claim must be one of the passengers. Claims for compensation may only concern the persons booked upon express mandate of themselves.

14.4 Passenger rights with reference to a delay and/or indemnity request are voided if they are not made and/or presented to the Company Legal Office, through the form "reclami e suggerimenti" or sending a registered letter with return receipt or

writing a pec to ufficiogalessnav@pec.it within two months from the date on which the service was provided or should have been provided.

14.5 Injury or damage to persons or property should be reported immediately to the Shipboard Command of the vessel on which the voyage was made.

Art. 15 - Passengers information and protection of personal data

15.1 In compliance with the Ministerial Decree of October 13, 1999 implementing the European Directive no. 41 of 18/06/1998 as amended by Directive (EU) 2017/2109, dated November 15, 2017 and the regulations related to the application of the ISPS Code on anti-terrorism regulations, and the national maritime security program against possible international unlawful actions, all passengers are required to notify the Company, their last name, first name, gender, age category (infant, child, adult) or age or year of birth as well as, at the passenger's request, information regarding their need for special care and/or assistance in emergency situations and, contact information such as e-mail and telephone in order to enable the carrier to transmit the ticket purchased online and/or to contact them in case of need for purposes strictly related to the performance of the contract of maritime transportation.

15.2 The processing of personal data by the carrier is carried out for the sole purpose of the execution of the contract and the fulfillment of obligations under the law, in full compliance with the provisions of the above-mentioned legislation and EU Regulation No. 679/2016 Art. 6, in accordance with the information available on www.snav.it/privacy.

15.3 During check-in, on-board and under-board checks, the carrier may conduct security checks and require the passenger to show identification documents in order to verify that the data are compliant.

15.4 SNAV shall not be liable in case of videos and/or photos published on the web made by passengers portraying other people on board.

Art. 16 - Safety information and ISPS costs

16.1 In compliance with the provisions set forth by ISPS international code concerning anti-terrorist laws, passengers shall present the ticket and identification document upon request of a ship's officer. They shall also allow potential inspections on their baggage, if required. Said checks may also be carried out by port authorities. Please be advised that a minimum distance of 50 meters must be kept from ships and high-speed vessels when the latter are moored at the port. Moreover, the Company informs that port authorities may have additional requests and charge additional taxes, which have not been previously quantified.

16.2 The ISPS CODE finds application on international and domestic Class A lines. For domestic short sea shipping lines, the ISPS Code does not apply, but in specific cases (Maritime connection line between Naples and the Aeolian Islands) limited security measures apply in application of national regulations.

16.3 It is strictly forbidden to carry on board weapons of any kind, ammunition, explosives, fuels, or other harmful or dangerous substances.

16.4 It is strictly forbidden to bring on board narcotics or other substances whose transportation or possession is illegal under the laws of the State and current regulations.

16.5 In the event that, upon embarkation, or during navigation, a passenger is found to be carrying weapons, or otherwise appears to be in such a condition (due to illness, drunkenness or other reasons) as to pose danger or discomfort to himself or others, the Captain of the ship may refuse embarkation and/or take all measures required by law.

16.6 It is strictly forbidden the use of drones on board.

Art. 17 - Prescription

The rights derived from the transport contract of people, baggage and vehicles are prescribed once the terms set forth by art. 418 and 438 Navigation Code, are elapsed.

Art. 18 - Applicable law and competent court

This contract is regulated by Italian laws and interpreted in accordance to the same. Any dispute shall be exclusively devolved to the Court of Naples. Nonetheless, if the passenger resides in Italy and is considered a consumer pursuant to applicable Italian laws, competence will be ascribed to the court of residency or domicile of the latter.

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