



TRAGHETTI DELLE ISOLE

Compagnia di Navigazione

GENERAL TRANSPORT CONDITIONS

The transport is carried out by applying rates defined by TRAGHETTI DELLE ISOLE S.p.a. And is set by the following general transport conditions deposited in the main travel agencies and at TRAGHETTI DELLE ISOLE S.p.a. agencies, tariffs and conditions that the undersigned Shipper declare to know and accept.

Shipper statement – Loading unit

1) The Shipper must require in due time to reserve the necessary loading space. The Shipper and the Recipient firmly respond towards the Carrier of the consequences, fees, damages, etc., which may result from mistakes and defective declarations.

Boarding – denied boarding

2) The booking confirmation and transport intake by the Carrier, even if it has received a full or partial payment, do not constitute certainty that the Ship is ready to receive the load or that the vehicle will be actually boarded. The actual boarding depends on the Ship needs, stevedoring and on any other possible cause that may prevent the travel and the boarding. If the boarding is not possible, the Carrier will have to return only what cashed and it will not be required to cover costs, deposits or damages of any other kind.

3) The motor vehicle must be submitted to the loading dock at least two hours before the departure time, with all the needed documents (Custom documents included) and the receipt of the travel's cost. In any case of delay regarding the presentation of the vehicle to the loading dock, even if beyond the control of the Shipper, the Carrier will have the right to refuse the shipment and to retain the 20% of the transportation cost. In case the vehicle will not be presented within the time limit specified, even if beyond the control of the Shipper, the Carrier will have the right to retain the whole carriage charge. The contract already stipulated on both sides won't have further execution.

4) Before the submission the Shipper must have provided the arrangement of the load in the vehicle, its closure, coverage and sealing. The Carrier will not be responsible for loss and/or goods damage and/or motor vehicle damaging resulting from the failure, inadequacy or insufficiency of the mentioned lashing, closure and/or coverage.

5) The vehicles will be called for boarding according to the order provided by the Captain, who in his discretion will also provide the allocation of space on board.

6) The Captain has the right to refuse the vehicle against repayment of the price already paid, excluding any other compensation. In case the refusal is justified by the stowage accommodation or lashing, by the inefficiency of suspensions, brakes, rolling and/or other vehicle's inefficiency or by vehicle's unsuitability to road traffic, by the Shipper's disloyal statements or by other reasons attributable to the Shipper and its employees, the Carrier will have the right to retain the full carriage charge and the contract will be intended as terminated.

The boarding of the vehicle does not mean moreover the recognition of its efficiency, of the load arrangement, of the declaration correspondence etc., and does not involve any obligation by the Carrier and Ship side, also towards third parties.

Embarkation and disembarkation

7) The vehicles will be boarded and parked in the assigned place at the expenses and responsibility of the Shipper, and will be lashed by the person performing the operation itself, but always at the Shipper expenses. At the end of the journey the vehicles will be withdrawn and disembarked at the expenses and liability of the Shipper and the Receiver, after being unleashed by who executes the operation itself but always on behalf at the expense of the Shipper, excluding in any case any liability of the Carrier also third parties

The Driver of the vehicle (and of the tractor provided by the ship, if necessary) acts in the name of the Shipper and the Receiver; even if the



driver is a Ship or third part worker. Furthermore the Shipper and the Receiver are liable for any damage the Driver may cause during the embarking procedures, parking and disembarking. Embarkation and disembarkation are carried out under costs and liability of the Shipper at the expense and with the rules into force in the ports in which leashing and unleashing are effected at risk of who executes the work but at exclusive expense of the Shipper at costs and rules into force; all this proceeds also when - for the Carrier convenience or local uses, agreements, obligations – the Shipper includes the above expenses in the bill of lading.

8) At the arrival of the Ship the driver companions or/and Receivers should (at once and without causing the perverting or delays to the flow of other vehicles) withdraw their own vehicles after the return of the original contract; whereas they are not present and don't provide to the unload with the due timeliness and celerity the Ship will provide in their behalf but always at the Shipper and Receiver expenses and liability, putting the vehicle in storage on land, and the release will take place after the refund of the due expenses and equipments.

Refrigerated Vehicles

9) Refrigerated Vehicles are subject to the security standards imposed by the Ministry of Transports and Navigation and RINA which forbid the use of any energy resources of the vehicle on board. The Ship, on the Shipper request formulated at the moment of the booking, and consistent with the availability of the outlets, can allow the connection to the on-board electrical circuit (AC type up to 220 volt – 50 periods) made when the vehicle is provided of the special explosion protection switch Antidef type approved by the competent Authorities. The connection is allowed at risk and liability of the Shipper also towards third parties excluding whatever responsibility of the Carrier and of the Ship, for lack and interruption of electrical current, power surges and any flaw and malfunction in the generation and distribution plant of electrical energy of the

Ship, even if due to the employees. The electrical energy supply will be refused and interrupted if the engine of the Refrigerated Vehicle will produce sparks during its functioning.

Exemption and liability limitation of the Carrier

10) The Carrier is not liable, in any case, for damages of any kind deriving from missed departure or/and delays in the procedures of the journeys or part of the journeys.

11) The Captain, for any occurrence of the Ship and of the journey can disembark the motor vehicles and the passengers in a port different from the one of destination even off-course. In this case if the route has been shorter and the Ship has made its necessary arrangements before the estimated time for the original itinerary, the Carrier will refund on request the proportional difference of the rent excluded any other compensation.

N.B.: The Shippers are recommended to conclude a proper risk insurance policy for the transport by sea.

Transport of dangerous goods

12) In the case of dangerous goods baled on cars or trailers on motor vehicles, the Shipper is obliged to comply in strict accordance with the existing provision regarding the declaration, the embarkation, the transportation, the packing and labeling of goods according to D.P.R. n. 1008 del 9 May 1968 and successive circulars. In the case of the transport of dangerous goods by road tunkers the Shipper is obliged to comply in strict accordance with the rules of the D.P.R. n. 1008 del 9 May 1968 and with all the other requirements in this area issued by the competent Authorities and successive circulars.

Competences

13) For all what is not included in the present transportation terms is ruled by Italian laws, for any dispute this is in the competence of the Forum of Trapani.

For specific and unreservedly approval, for the purposes of articles 1341 and 1342 of Civil Code and articles 422 and 424 of the Navigation Code, of all the clauses above reported and in particular of the above points n. 1,2,3,4,5,6,7,8,9,10,11,12,13

N.B.: The Company reserves the right to modify partially or totally the timetable itinerary for reasons of traffic or force majeure, without any notice.



The Shipper declares and subscribes:

- 1) to accept that the maritime Carrier declines any liability for damages to the mean and/or load for the lack of locking;
- 2) that the motor vehicle does not transport inflammable, erosional, corrosive, toxic or anyway dangerous or unstable;
- 3) to accept the general transport conditions from article 1 to article 13 and the rules and provisions of the users at the agencies and authorized ticket office to the emission of travel documents;
- 4) if the Ship, for any reason, deletes the departure or delays it over 12 hours, the passenger on his request and giving up on the transportation, will have the right to the whole refund of the ticket without any compensation;
- 5) the following bill of lading has the value of an invoice; fair Ministry resolution as regards VAT: circ. 13/548909 of the 14-3-74

Master's comments

1) The Captain declares to ignore weight, quality, quantity, and conditions of the goods loaded on the motor vehicle. Special clause for the motor vehicle transportation. The transport is effected according to the issues provided by the Rules of Procedure for the motor vehicle transportation approved by the Ministry of Merchant Navy, that the Shipper declares to accept. According to the articles 1341 and 1342 of the C. C. The Shipper moreover declares to accept in particular the articles 1,2,3,4,5,6,7,8,9,10,11,12,13, the content of which is to his attention.

The Carrier and the Master for reasons of force majeure can unload the motor vehicle in another port, even off-course. The Carrier has no liability for losses or damages of the motor vehicle or goods deriving from storms shipwreck, collisions, changes of course, quarantine, fires, actions of war and piracy and any accident and emergency at sea, suspension or deletion of lines or landing or any event inherent with the navigation, and that the Shipper declares to accept. The procedures of embarkation and disembarkation of the motor vehicle are always on behalf and exclusive risk of the Shipper.

LAW ON PRIVACY: D. Lgs. 196 del 30/06/2003.

I.V.S. Biographical data reported on this document will be used for the sole tax and accounting purpose. With this notice we consider ourselves unencumbered by any responsibility.

