

### GENERAL CONDITIONS OF CARRIAGE

The following general conditions of carriage set out the provisions governing the transport of passengers and their belongings on vessels operated by Lauro Group.

The purchase of the ticket implies full acceptance by the passenger of these general conditions of carriage, as also indicated on the ticket.

The contract for carriage is governed by Articles 396 and subsequent provisions of the Italian Navigation Code and by EU Regulation 1177/2010.

The indication of the vessel performing the transport is purely indicative, as it may be replaced by another vessel.

The carrier is not liable for damages caused by delays, failure or incorrect execution of the transport if such events arise from unforeseen circumstances, force majeure, adverse weather and sea conditions, strikes, technical failures consisting of force majeure, or other reasons beyond its control.

The master of the ship has the authority to alter the route in the event of occurrences that could compromise the safety of the vessel and/or the passengers.

Fares and advertised special rates are subject to change until the ticket is issued.

For matters not covered by these general conditions regarding liability for the transport of passengers, reference is made to the applicable provisions of the Navigation Code and EU Regulation 1177/2010.

Passengers are responsible for their luggage and its contents until disembarkation. Passengers are also responsible for animals, bicycles and/or similar items in their possession.

Crossing times are indicative and calculated based on the distance between ports under favorable weather and sea conditions.

The company cannot be held liable for delays caused by port operations.

#### 1. TICKETS

In order to travel on Alilauro's vessels, passengers must hold a valid travel ticket, which can be purchased at any authorized sales point or on the company's website.

The ticket constitutes the contract of carriage and must be retained by passengers for the entire duration of the journey.

If the name of the passenger appears on the ticket - as required for specific routes - or if the ticket has been issued under a travel card or, even in the absence of such indication, the ticket is strictly non-transferable to other passengers.

In the event of violation of this rule, the company will immediately proceed to block the travel card and will start verification procedures.

The resident ticket, which has been issued under reduced and/or discounted fees and/or travel cards, is strictly personal and is valid only with the presentation of a valid ID and/or the corresponding travel card to the crew before boarding.

Holders of discounted tickets may be subject to ID checks by authorized staff at any time during the journey.

Presentation of the ticket entitles passengers to board and to travel to the destination;

However, access may be denied to passengers for any safety reasons, at the sole discretion of the master or the relevant authorities.

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The ticket is valid only for the journey indicated on it.

Ticketing is permitted as follows:

- For online tickets, up to one hour before departure.
- For tour operators, up to one hour before departure.
- Through the call center and at terminal ticket offices up to the last available moment that allows safe boarding.

### 2. LOST OR STOLEN TICKETS

In the event of a lost or stolen ticket, passengers are required to report the loss to the authorities and to promptly notify the company.

Passengers must also submit a copy of the official report with the competent authorities to the offices of the company or the Agency and a new travel ticket must be purchased.

# 3. PASSENGERS WITHOUT A VALID TRAVEL TICKET OR NOT ENTITLED TO TRAVEL

Passengers without a valid ticket, and passengers holding a discounted ticket without being entitled to, will be denied boarding and will be subject to the payment of the administrative sanctions as provided by the Regional Law No. 13 of 13/08/1998 (the administrative sanctions are equal to 100 times the amount of the ticket due, and, in any case, not less than  $\in$  100).

The aforementioned sanctions will be applied in cases of improper use of the ticket.

Passengers without a valid ticket will be denied boarding. However, they will be allowed to board subject to seat availability and the master's consent, and by purchasing a new ticket on board with a surcharge of  $\in$  10.

### 4. FARES

The fares applied by the Lauro Group companies are published on their respective websites and are available at the companies' ticket offices.

Children under the age of 2 are entitled to a free passage with the issuance of an "infant ticket", and are not entitled to a seat. Should a seat be required, a regular ticket for the occupied seat must be purchased.

Children aged between 2 and 11 years are eligible for the "child ticket". Upon reaching the age of 12, passengers are required to pay the full fare.

Passengers must present a valid ID for children to verify their age before boarding.

Passengers who are unable to present a valid ticket, or who are in possession of a discounted ticket without being entitled to, will be subject to administrative sanctions as per Articles 1 and 3 of these general conditions of carriage.

In the event of improper use of the travel card, the subscription will be suspended and a



verification procedure will be initiated.

Minors under the age of 18 are not allowed to travel on Alilauro vessels unless accompanied by an adult (18 years old or older).

In accordance with regional regulations, residents of the islands served by the company's fleet are entitled to discounted fees.

Travel tickets for residents may only be issued upon presentation of an ID card for each ticket, passport or resident card, which are the only documents Alilauro considers valid for proof of residence.

Residents are required to present both the ticket and the identification document to Alilauro staff when requested: when purchasing the ticket, during check-in, before boarding, during the crossing and/or upon disembarkation.

Passengers in possession of a travel ticket must comply with these provisions, as well as all laws and regulations during transportation on board of the company's vessels.

The company allows the purchase of travel tickets in advance of departure, subject to the application of the applicable booking fee.

Passengers who require an invoice for the ticket purchase, must make the request before purchasing the ticket at the terminal ticket offices by providing personal and tax information in accordance with Art. 22 DPR 26/10/1972 and subsequent amendments

In case of online purchases, passengers must complete the required form to enable electronic invoicing during the booking process.

### 5. TYPES OF FARES

The company applies fares which are predetermined by the competent authorities only for the routes falling within the time slots of "predominant regional interest".

Resident passengers are entitled to discounted fares which are pre-established and subject to change.

For extraordinary routes, only the full fares apply, and no discounts are available for resident passengers and subscription holders.

A special discounted fare applies to the purchase of round-trip tickets.

Round-trip tickets are non-refundable.

Round-trip tickets may be modified (under Article 14), subject to seat availability.

In case of a change to a round-trip ticket, passengers will be required to pay:

- a fixed modification fee.
- the difference between the original discounted fare and the full fare for the new itinerary.

# 6. BOARDING PROCEDURE

Passengers are required to arrive at the boarding area at least 30 minutes prior to the scheduled departure time.

The company reserves the right to deny boarding in case of failure to comply with this requirement and if the safety conditions ensured by timely boarding can no longer be guaranteed, and without any right to a refund, even if the passenger holds a valid travel ticket. Passengers must strictly adhere to the procedures in place for dockside transit and for boarding. Passengers must behave in a respectful and civil manner towards other passengers, crew

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members and dock staff.

Passengers must observe all the safety and hygiene regulations, including the prohibition of bypassing barriers, littering on land or at sea, and disposing of objects outside of the appropriate waste containers.

Strict compliance with boarding instructions is mandatory.

Queue-jumping along the access paths to the vessel is not permitted, and passengers must follow all the instructions provided by dock staff.

Any failure to comply with the above provisions may result in warnings from the authorized staff at the boarding area and, if necessary, the immediate involvment of the authorities.

### 7. PASSENGER CONDUCT ON BOARD

Passengers are required to maintain a civil and respectful behavior, avoiding any kind of offensive and harmful attitude toward other passengers or crew members, and must respect all safety and hygiene regulations.

In particular, passengers must not soil the seats or furnishings, litter on land or at sea, or dispose of objects outside of the appropriate waste containers.

Passengers must use restrooms appropriately, avoiding blockages or misuses.

Passengers must follow all the instructions given by crew members during navigation. In particular, it is mandatory to remain seated until the end of all docking operations.

Each passenger must occupy only one seat and should note that holding a travel ticket does not automatically guarantee the availability of seats.

The vessel's passenger capacity is regulated by law.

Any failure to comply may result in warnings from the authorized staff and, if necessary, the immediate involvment of the authorities.

# 8. LUGGAGE, BICYCLES AND/OR SIMILAR ITEMS

Each passenger is permitted to carry on board one piece of luggage measuring a maximum of 50x35x20cm and a weight not exceeding 9 kg.

For additional luggage, or for luggage exceeding in dimensions and/or weight, an additional fare will be applied.

Passengers must check luggage size and weight limits and purchase the appropriate ticket in case of additional luggage.

In case of luggage without a valid ticket, an administrative sanction will be applied (as indicated in Art. 3).

The company or the vessel's master reserves the right to refuse to board any luggage that, due to its size or weight, may compromise safety during navigation.

All claims concerning damages to or loss of luggage will be handled in accordance with articles 412, 413 and 414 of the Navigation Code (Cap. III, section I) (compensation up to € 6.20 per kilogram for luggage).

All claims concerning damages to or losses of luggage must be submitted before disembarking and must be proven.

Claims concerning damages to or loss of luggage not documented or submitted to company's staff before disembarkation will not be accepted; the description of the damage will be recorded on a proper form signed by the passenger and by the master.

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Crew members, if free from on board operations, may occasionally assist passengers during loading and unloading of luggage; however porterage service is the sole responsibility of the passenger.

Luggage left on board or at the boarding terminal will be stored in an appropriate location for maximum 30 days (at the company's registered office).

After this period, luggage left on board or at the boarding terminal will be delivered to the town hall of the town where the luggage was found, and the competent and security authorities will be informed

Boarding of bicycles, scooters, and/or similar vehicles is permitted on the company's vessels only under the following conditions:

- Subject to availability of space on board and master's prior approval. Due to space constraints, boarding of such vehicles may be denied.
- A separate ticket, in addition to the passenger's, is required for the transport of bicycles and/or similar vehicles.

Furthermore, the transport, storage, and securing of the aforementioned vehicles must take place only on the external decks, with no possibility of placing them inside passenger lounges.

The company shall under no circumstances be held liable for any possible damages to the aforementioned items during the boarding, navigation or disembarkation.

### 9. PETS ON BOARD

The transportation of pets on board the company's vessels is permitted under the following conditions:

- Each passenger is allowed to board only one pet.
- The animal must fall within the commonly accepted definition of "domestic pet", this includes: dogs, cats, caged birds, and similar animals.
- Only small to medium-sized animals are permitted on board.
  Boarding may be denied for particularly large animals or permitted only under specific conditions that ensure no disturbance or danger to other passengers or the vessel.
- Dogs are allowed on board only if kept on a leash and wearing a muzzle.
- The presence of the pet must be previously declared at the time of ticket purchase.
- The pet's owner must carry valid health and vaccination certificates attesting the pet's good health.
- These certificates may be required as mandatory conditions for boarding.
- These certificates must be dated no more than three months prior to the date of the ticket purchase.
- In case of animals without a valid boarding ticket, an administrative sanction will apply, as outlined in Article 3.
- Pets are never allowed to occupy seats or to come in contact with seats, which are reserved exclusively for passengers' use.

# 10. SERVICE FOR UNACCOMPANIED MINORS



The unaccompanied minors service permits children between the ages of 4 and 12 (inclusive) – who are unable to be accompanied by a parent or a legal guardian – to travel.

This service ensures that the child is accompanied by a company staff member along the chosen route, from the departure port to the arrival port.

Please note that children under the age of 12 are strictly prohibited from traveling alone.

From the age of 12 until reaching legal age, the service for unaccompanied minors is optional and is available upon specific request.

Minors between the ages of 12 and 17 (inclusive) are permitted to travel alone, provided the submission of a written authorization from a parent or a legal guardian, along with supporting documents.

In this declaration, the parent or the legal guardian accepts full responsibility for any possible damages to persons or property, releasing the carrier from any related liability.

The service is available by reservation only, no later than 48 hours before departure time and is subject to payment of the service fee (at least 30 minutes in advance):

- A copy of the ID card of the parent or legal guardian.
- A valid travel document for the minor.
- The duly completed "Unaccompanied Minor Form"

This service will be guaranteed only on the routes Napoli-Ischia-Forio and return, Napoli-Sorrento and return.

The service cost, to be added to applicable minors ticket fare (and any optional services), is  $\in$  10 for resident children and  $\in$  20 euros for non-resident children.

Upon arrival at the destination port, the minor will be released to the designated person upon presentation of a valid ID.

If no one is present to receive the minor at the destination port, the competent authorities will be contacted.

During the entire period the minor is under company's custody, they must carry a copy of all submitted documentation.

# 11. DELAYED DEPARTURE – INTERRUPTION OF THE JOURNEY – DELAYED ARRIVAL TIME

Cancellation, delayed departure and interruption of the journey are governed respectively by articles 403, 404 and 405 of the Italian Navigation Code.

Arrival times, where indicated, are to be considered approximate and may be subject to variations due to weather and sea conditions, port traffic, restrictions imposed by competent authorities or other factors beyond the company's control.

In case the carrier is proven to be responsible for delayed arrival times passengers are entitled to a refund of the difference between the hydrofoil and the ferry ticket.

# 12. VESSEL UNAVAILABILITY – CANCELLATION OF DEPARTURE – CHANGE OF ITINERARY

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In case of cancellation of departure due to causes not attributable to the company, the passenger is entitled to a full refund of the ticket price.

For tickets issued online, the refund request must be submitted within the time limits established by Article 24 of EU Regulation 1177/2010.

For paper tickets purchased at the terminal ticket offices, the refund request must be submitted within 48 hours from departure, upon return of the original ticket.

### 13. REFUNDS AND CLAIMS

Once the contract is concluded, it may not be terminated by either party.

However, the company, in derogation of Article 400 of the Italian Navigation Code, grants passengers who are no longer willing or able to travel the option to request a refund of the ticket price subject to the following penalty conditions:

- I. For cancellation requests made up to 10 days before departure, a 90% refund will be granted.
- II. For cancellation requests made up to 2 days before departure, a 50% refund will be granted.
- III. For cancellation requests made within 48 hours before departure, no refund will be granted.
- IV. Special rates tickets are non-refundable, but may be modified at the cost of € 5 per person, in addition to any fare difference.
- V. Booking fees are non-refundable under any circumstances.

Cancellation requests must be submitted in writing to the booking department, either via email to the following address <u>reservation@alilauro.it</u>, or by completing the online form available on the website <u>www.alilauro.it</u> for tickets purchased online.

Refunds will be issued using the same payment method as the original transaction, within 30 days from the date of the request, net of any bank charges and booking fees in accordance with Article 24 of EU Regulation 1177/2010.

In the event of complaints, passengers may submit a claim within 2 months from the date on which the service was provided or should have been provided, either in Italian or English, using one of the following methods:

- By completing the online form available on the Complaints page of Alilauro's website.
- By using the printable form available in the complaints page of Alilauro website, or at the terminal ticket offices or on board. The completed form may be submitted via Alilauro's channels or sent by registered mail to the following address:

Alilauro S.p.A., Molo Beverello – Palazzina "Volaviamare" s.n.c. 80133 Napoli.

A copy of the travel ticket must be attached to the complaint form, while the original ticket must be retained by the passenger.

Complaints must contain at least the following information:

• The identifying details of the passenger (name, surname, contact details) and, if applicable, of the representative - including, in this case, the passenger's power of attorney and ID.



- The identifying details of the journey (date, departure time, port of departure and port of arrival), as well as the transport contract details (booking reference number and ticket number).
- A description of the inconsistency of the received service, referring to one or more requirements established by national or European law, the general conditions of carriage, or the charter of service.

The complaint shall be considered received:

- On the date of submission, in the case of complaints sent via email (exclusively to reclami@alilauro.it) or through the online form.
- On the date of receipt at the offices of Alilauro S.p.A., in the case of complaints sent by registered mail.
- On the day of delivery, in the case of complaints hand-delivered to the offices of Alilauro S.p.A.; the delivery date must be indicated on a dedicated receipt.

Within one month of receipt, the carrier shall notify the passenger whether the complaint has been accepted, rejected, or is still under review.

The time required to provide a final response shall not exceed two months from the date of receipt of the complaint.

In case the complaint is not answered within 2 months, the passenger may decide:

- To initiate an out-of- court dispute resolution procedure.
- To submit a second-instance complaint to the Autorità di Regolazione dei Trasporti.

If the complaint is not answered within 30 days, passengers can send a reminder email to the legal office using the online form, providing name, surname, booking number and the email address.

According to Measure 5 of Resolution no. 83/2019 issued by the Autorità di Regolazione dei Trasporti, automatic compensation is granted as follows:

- Passengers are entitled to receive automatic compensation of 10% of the ticket price, in case the complaint is answered between 61st day and 90th day from the receipt date.
- Passengers are entitled to receive automatic compensation of 20% of the ticket price, in case the complaint is not answered within 90 days from the receipt date.

Passengers are not entitled to automatic compensation in the following cases:

- The compensation amount is less than  $\in$  6.
- The complaint was not submitted in accordance with the required procedure, or without the minimum information and the required timeframe.
- The passenger has already received an automatic compensation for a complaint concerning the same journey.

Only after the complaint has been submitted, if the response received is unsatisfactory or no response is provided within 60 days, passengers are entitled to submit a second-instance complaint the Autorità di Regolazione dei Trasporti (ART) via the Telematic System of

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Complaints Acquisition (SiTe), available on <u>www.autorita-trasporti.it</u>, or by sending the complaint form – available on the same website – to the address: Via Nizza 230 10126 Torino, or via certified email to <u>pec@pec.autorita-trasporti.it</u>.

### 14. MODIFICATION OF TRAVEL TICKET

It is possible to modify the date and time of travel tickets only after the company has verified seat availability.

To request a change, passengers must pay a modification fee of  $\in$  5.

For travel tickets issued according to subscriptions and/or travel cards, the modification fee is € 3 00

In addition, passengers must also pay any applicable fare difference.

Modifications are allowed only for the routes listed in the company's official timetable.

Modifications are not permitted for extraordinary routes.

Modifications are allowed up to two hours before the departure time indicated on the travel ticket to be changed.

Passengers may modify tickets through the "Change Tickets" section of the website <a href="https://www.alilauro.it">www.alilauro.it</a>, via call center during office hours, or at the terminal ticket offices during opening hours.

### 15. FAILURE TO DEPART ATTRIBUTABLE TO THE PASSENGER

In case of failure to depart due to the passenger's unavailability or delay, no refund of the travel ticket will be granted.

For delayed or failed departures due to passenger behavior that violates civil or safety regulations, penalties will be applied in accordance with the methods and terms set forth by applicable national laws and regulations.

# 16. SPECIAL RATES

All special and/or promotional rates are subject to seat availability and are automatically offered through the various booking systems.

Special rates, unless explicitly stated otherwise, cannot be combined with other promotional offers

Tickets purchased at a special rate are non-changeable and non-refundable.

### 17. PORT TAXES AND BOOKING FARES

Fares are exclusive of additional surcharges due to fuel cost increases, taxes and port charges, whose amounts may change until the time of ticket issuance.

A booking fee is applied to the ticket price for each passenger and single route for bookings through the call center, terminal ticket offices, and websites.

Booking fees are stated prior to the final purchase of the travel ticket.

Booking fees are non-refundable.



#### 18. TRANSPORT OF DANGEROUS GOODS

The transport of dangerous goods is not permitted on the company's vessels.

Certain types of items may be subject to specific conditions for acceptance on board.

In particular, the transport of any kind of weapons is strictly prohibited, with the exception of those officially issued to members of the Armed Forces or Law Enforcement Authorities.

The transport of blunt objects, substances listed in official registers, dangerous goods, flammable liquids, narcotics, and/or any other substances whose transport or possession is considered illegal under applicable laws and regulations is also strictly prohibited.

In case of any doubt, passengers must inform the master about the contents of the luggage they intend to transport.

The transport of substances prohibited by law and regulations is strictly forbidden.

# 19. ASSISTANCE FOR PASSENGERS WITH REDUCED MOBILITY (PRM)

Passengers requiring assistance for boarding (for example, passengers with reduced mobility, etc., whether travelling by car or on foot) must inform the company's Customer Service at the time of the booking in order to verify the availability of suitable seats and/or access facilities on board.

Said passengers are required to arrive at the boarding at least two hours prior to departure and must inform dock staff and/or crew members of their need for assistance upon arrival.

# 20. INFORMATION FOR PASSENGERS

It is mandatory for pregnant women with uncomplicated pregnancy who have completed the 6th month of pregnancy to present a valid medical certificate at the time of boarding, issued no more than 7 days before departure.

In all cases, it is mandatory to present medical certification authorizing travel, regardless of the month of pregnancy.

It is the responsibility of the passenger to declare and present the required medical certificate.

A medical certificate for travel is also required for passengers with medical conditions.

In accordance with Law Decree no. 251 del 13/10/1999 implementing EC Directive 98/41 of 18/06/1998 (on the registration of passengers on board passenger ships), and with regulations related to application of the ISPS Code for applicable routes, passengers are required to provide at the time of booking the following information: last name – first name or initials, gender, age category (infant, child, adult) or the age/year of birth.

For short–distance routes, the requirements for nominal registration do not apply.

Personal data collected under this article are kept only for the necessary time to comply with the above-mentioned decree and/or in accordance with Article 13 of EU Regulation 216/679 of European Parliament and Council of 27 April 2016 (General Data Protection Regulation – GDPR).