

GENERAL CONDITIONS

Grimaldi Compagnia di Navigazione SpA acts as Carrier when the vessel performing the transport is owned by this company and as agents for the Carrier when the vessel is owned by Atlantica SpA di Navigazione SpA, Industria di Armamento Meridionale SpA, Atlantic Container Line AB.

Passengers are carried exclusively at the Terms & Conditions of the Carrier.

By purchasing the ticket, the passenger accepts without any reserve the following Terms & Conditions:

PELIMINARY CONSIDERATIONS

The voyages concerned are performed by cargo vessels. The itineraries, the departure and arrival dates, the ports of call and the timetables communicated in any form, are for information only and are subject to changes and modifications at any time and without notice, based exclusively on the requirements of the cargo carried or to be carried. The passenger specifically accepts that any aforementioned changes and modifications are not covered by any provision of the ECC Directive 90\314 (and corresponding national laws). By purchasing the passage ticket the passenger specifically recognises to have been informed of this limitation and accepts this as an additional clause to the passage contract between the Carrier and the passenger. The passenger is aware and accepts that there is no medical assistance available on board.

DEFINITIONS

“Carrier” means the Owner of the vessel that performs the sea transport

“Luggage” means hand luggage owned by the passenger, not registered, or stowed in or on the vehicle and that contains only personal belongings.

“Accompanied vehicle” means any motorized means of transport (including towed items) for the carriage of persons, which owner or legal user is the passenger included on the passage contract.

“Athens Convention” means the International Convention relating the Carriage of Passengers and Baggage by Sea adopted at Athens on the 13th of December 1974 as modified by the London Protocol of 19th November 1976...

“Codice Italiano di Navigazione” means the Italian laws ruling all matters concerning sea transport.

“Carrier” means Grimaldi Compagnia di Navigazione SpA, Atlantica Compagnia di Navigazione SpA, Industria Armamento Meridionale SpA, Atlantic Containter Line, any vessel owned, chartered or operated by these companies.

“ECC Directive 90\314” means the Council Directive 90/314/ECC on package travel, package holidays and package tours and the corresponding national laws.

“International Convention” means an international convention applying to any stage of the Passage, such as: the Athens Convention as modified by the London Protocol of 19th November 1976; the Convention on Limitation of Liability for Maritime Claims made in London 1976.

“Passage Contract” means the contract between the Passenger and the Carrier.

POWER OF THE MASTER

The Master has the right to proceed without pilot, to tow and assist other vessels under any circumstance, to deviate from the standard route, to call any port, to transfer passengers and their luggage onto another vessel for the continuation of the journey. The Carrier and on his behalf the Master of the vessel have the right to refuse embarkation to any passenger that by their exclusive opinion is not in physical or mental conditions to make the journey or to travel on a cargo vessel. Furthermore the Carrier and on his behalf the Master have the right to disembark during the journey, in any port, any passenger that in their exclusive opinion is no longer in physical or mental conditions to allow the continuation of the journey or who's behaviour represents a danger or a serious disturbance to the other passengers or the crew. Any passenger on board the vessel is subject to the disciplinary power of the Master for all matters concerning the safety and the security. The Carrier and the Master have the right to follow any order or directive given by governments or authorities of any state or by subjects that act or declare to act on behalf or with the agreement of such governments or authority or by any other subject that according to the conditions of the insurance policy covering war risks can issue such orders or directives. All actions taken by the carrier and the Master in execution or as a consequence of such orders or directives shall not be considered contractual non accomplishments. The disembarkation of passengers and their luggage as a consequence of such orders or directives discharge the carrier and the Master from any responsibility for the continuation of the journey or the repatriation of the passengers.

CARRIAGE BY CARGO VESSEL

The Passenger specifically accepts the particular conditions of carriage of Passengers on cargo vessels. In particular the vessel's itinerary, day of departure and/or arrival, time of departure and/or arrival, duration of calls, port of calls, duration of journey, the vessel are subject to change at any time even without previous notice for reasons of traffic

and/or freight carried or to be carried. If the carrier cancels the port of destination of the passenger once the journey initiated, the Carrier disembarks the passenger at the nearest port, or at the port of passenger's choice, without any other obligations toward the passenger.

The passenger is aware and accepts that service on board is limited: The food served is the one prepared for the officers and crew and according to their alimentary needs, habits and taste. Cargo has priority over everything else. It can happen that cabins are not made up on certain days. Access to areas other than the accommodation deck can be limited or prohibited by the Master.

Shore leave is subject to approval by local immigration officials and authorization by the Master.

LIABILITY AND LIMITATIONS

The carrier's liability in case of loss of life or personal injury, loss or damage of luggage, passenger accompanied car, valuables, personal belongings or other properties of the passenger shall in no case exceed the limits imposed by the Italian Code of Navigation unless an International Convention applies and in particular the Athens Convention of 13\12\74 as modified by the London Protocol 19\11\74.

Any dispute or litigation between Passenger and Carrier depending from or in connection with the passage contract, carriage of luggage and/or accompanied vehicle shall be in the exclusive jurisdiction of the Court of Naples (Italy)

BOOKING

With your Freighter Travel Agent. To confirm a reservation a deposit of 25% of the fare is required. The balance is due 30 days prior to scheduled sailing. The non respect of these deadlines allows Grimaldi to cancel the booking.

PASSAGE CONTRACT (ticket)

The passage contract (passenger ticket) is strictly personal and valid only for the persons, vessel and date of sailing stated thereon. The ticket is not transferable.

The ticket can be of different nature, on paper, fax, e-mail or digital.

The passenger has to kept the ticket during the entire duration of the journey, if found on board without will be obliged to pay the double of the passage fare (§399 of the Italian Code of Navigation).

FARES

Fares are expressed in Euro and are confirmed at time of booking.

The fare covers the transport from the port of origin to the port of destination and includes port charges for passenger. Any costs arising for immigration formalities, custom clearance of baggage or others and any costs for transport within the port area or to and from the port are at passenger's expense and have to be paid on the spot...

Price Revision: the Carrier has the right to revise upward the price of the Passage prior to departure to allow for changes in exchange rates, fuel costs, increase in port dues, taxes, charges or other. Any such price revision shall take effect as valid amendment to the Passage Contract and any such increase in price shall be payable by the Passenger prior to embarkation. No price increase can be imposed within 20 days of the scheduled departure. If the price increase exceeds 10% of the total cost, the passenger is entitled to cancel his journey giving written notice within 48 hours of the notification of the price revision.

GOVERNING RULES

The contract of carriage of passengers, their luggage and their accompanied vehicle is ruled by the Italian Code of Navigation (Codice Italiano di Navigazione) and interpreted according to the Italian law, and by International Conventions that might apply, in particular the Athens Convention of 12\12\1974 as modified by the London Protocol of 19\11\1976.

EMBARKATION

Dates of departures communicated in any way are purely indicative. It is therefore necessary, when making a reservation, to obtain confirmation of the date of departure through the Travel Agent or the Company's Offices. A week prior to departure passengers should again obtain confirmation of sailing date. It is also advisable, before leaving home, to obtain from the Port Agent the final details about embarkation (hour, pier of embarkation, etc).

MEALS

Meals are included in the fare. They are prepared by standard merchant navy cooks and the menus are those most suited to the crew of the vessel. .

Beverages and personal expenses are not included.

PASSPORT - VISA

Passengers have to be in possession of valid passport and visa when required. All passengers travelling on a vessel calling in Nigeria need a visa, even if they stay on board during the call. In some African ports passengers that wish to go ashore during the call of the vessel might be required to have a visa, even if officially the country does not require transit visa. Most non-European citizens require visa for the African and South American posts.

It is the sole passengers' responsibility to have all documentation, visa, and vaccinations in order as required by any authority of ports of call and port of disembarkation. Any information provided by the Carrier, its staff or agencies is given according to best knowledge but does in no case engage the Carrier's liability for correctness of such information. The Carrier does not assume any responsibility for such information.

HEALTH AND VACCINATIONS

Passenger are presumed in sound health, both physically and mentally and suffering from no illness, complaint or infirmity, and are aware of the fact that cargo vessels do not carry a physician and do not dispose of infirmary. Passengers to Brazil and West Africa need an International Certificate of vaccination against Yellow Fever. The Master has the right to refuse embarkation or to disembark in any port passengers that in the Master's exclusive opinion are not fit to travel on a cargo vessel, that represent danger or create disturbance to other passengers or crew or that do not have the required certificates of vaccination.

AGE LIMIT

The age limit to travel on Grimaldi vessels is 85 years. However any passenger of 80 years of age and over, at the time of embarkation, has to provide a medical certificate stating that he/she is fit to travel on a cargo vessel.

COMPULSORY INSURANCE

All passengers have to be in posses of insurance coverage accidents, medical assistance and repatriation. The Master can refuse to embark any passenger that cannot show proof of such insurance coverage.

ACCOMPANIED VEHICLES

Only vehicles licensed as vehicle for transport of passengers can be accepted as accompanied vehicle. The fare for accompanied vehicle includes exclusively the transport on board from the port of origin to the port of destination.

It is the Passenger's liability to be in possess of all documentation required for the disembarkation of the vehicle at the port of destination. The Carrier declines any liability for difficulties arising from lack of, or faulty documentation. Any cost, foreseen or not, arising for embarkation and/or disembarking the vehicle, for custom duties, import licence, handling fees, demurrage and others are at the passenger's account. In ports where stevedoring is compulsory also for passenger accompanied vehicles, such costs have to be paid by the passenger. In ports where the assistance of a local custom agent or broker or other type of agent is required, the costs involved have to be paid by the passenger. All these costs have to be paid on the spot.

Accompanied vehicles are carried at the General Conditions of cargo (used cars), which exclude any liability of the Carrier for whatever damage to the vehicle. The Carrier declines any liability for goods or items kept in the vehicle during the crossing as well as any damage caused by burglary or similar acts. The Carrier does not accept any liability for the risk of transport by sea. The Carrier does not provide any insurance coverage except for his own liability. We recommend covering all risk of transport by sea and others for the period the vehicle remains on board our vessel with an adequate insurance policy,

Vehicles can contain only passenger's own luggage and personal belongings. In particular it cannot contain any dangerous or hazardous goods or goods meant for commercial purposes.

It is forbidden to leave any baggage on top of the vehicle during the journey

Commercial vehicles, vehicles exceeding 8,50 meter in length, 2,40 meter in width, 3,40 meters in height, and vehicles containing goods meant for commercial purposes cannot be accepted as passenger accompanied vehicle and have to be shipped as cargo.

If the actual measurements of the vehicle (over all) exceed those given at time of booking, the client will be charge twice the difference in fare, payable before embarkation if the fact is discovered at the port of departure, or before disembarkation if the fact is discovered when the vehicle is already on board the vessel

If the passenger is not the owner of the vehicle, it cannot be accepted as passenger accompanied vehicle, but has to be shipped as cargo.

LUGGAGE

Passengers are allowed to take only personal belongings (garments) up to a maximum of 100 kg per person. Luggage cannot contain commercial goods. No dangerous or hazardous goods are allowed on board (the list of dangerous or hazardous goods includes, but is not limited to: arms, explosives and illegal drugs). Excess baggage and baggage other than personal belongings have to be shipped as freight and are charged for accordingly.

The liability of the Carrier for luggage can in no case exceed the limits imposed by the Italian Codice della Navigazione or by the applicable International Convention, and always within the limit of 100 kg per person of non registered luggage, including any item stowed inside or on top of the accompanied vehicle.

The Carrier declines any liability for loss, damage or theft of jewellery, money, documents, manuscripts, electronic equipment or valuables in whatever place of the vessel they are kept. The Carrier does not accept any liability for luggage including objects others than personal belongings.

PETS

No pets and animals can be accepted on board our vessels.

CURRENCY

Currency on board the Italian flag vessels is the Euro, on board the Swedish flag vessels the US Dollar. Cheques, traveller's cheques, credit cards and other means of payment other than cash cannot be accepted.

SAFETY AND SECURITY

All persons when boarding the vessel are subject to control and search. All items carried by persons boarding the vessel will be controlled.

ON BOARD DISCIPLINE

The passenger has to strictly observe the discipline on board and to conform to the rules in force for the sea transport and in particular those concerning the security and safety of navigation.

Smoking inside the vessel is forbidden. The crew is obliged by law to enforce the non smoking law and to report any infraction to the competent authorities. (law n° 3 of 16\1\1003 and application agreement of 16\1\2\2004).

The non observance of a legal order or rule or order given by an authority competent in security and safety matters is punished according to the civil and penal laws in force.

In conformity with the antiterrorist measures in force (ISPS) a passenger can be at any moment subject to luggage search or personal identity control by an officer of the vessel.

The passenger is required to observe safety rules and restrictions at ports of call, which will be illustrated by the officers of the ship and Grimaldi port agents and local port authorities

ALCOHOLIC BEVERAGES AND TOBACCO

Alcoholic beverages should be consumed with moderation. The Master is authorized to limit the sales of alcoholic beverages. It is forbidden to bring on board alcoholic beverages purchased ashore. The quantity of cigarettes, purchases ashore to bring on board cannot exceed 10 packets (200 cigarettes) or equivalent in cigars or tobacco.

CHANGE OF RESERVATION

Any modification of the reservation is subject to a fee of € 50

TERMINATION OF CONTRACT BY THE PASSENGER

Cancellations must be received in writing by Naples head office. Cancellation fees apply as follows:

- up to 60 days prior to sailing: 10% of the total fare (passengers and vehicle)
- from 59 to 30 days prior to sailing: 25% of the total fare (passengers and vehicle)
- from 29 to 15 days prior to sailing: 50% of the total fare (passengers and vehicle)
- from 14 to 7 days prior to sailing: 75% of the total fare (passengers and vehicle)
- from 6 days prior to sailing or no-show: 100% of the total fare (passengers and vehicle)

Cancellations received by Grimaldi Naples office after 19.00 hours Italian time are considered as received the next day. Cancellations received after 19.00 noon on Friday are considered as received on the following Monday. Italian or local public holidays are considered as Sunday.

No refund is granted for missed embarkation due to refusal by authority or due to missing or insufficient personal documentation or vehicle documentation

TERMINATION OF CONTRACT BY THE CARRIER

The Carrier is entitled to cancel at any time any voyage or port of call without any obligation other than to refund the moneys paid by the passenger.

OPEN RETURN TICKETS

No ticket can be sold without reservation or with open sailing date.

GRATUITIES

Gratuities are left to the appreciation of the passenger for the service received on board.

CLAIMS

If the Passenger is of the opinion that the Carrier, any Performing Contractor or any of their servants or agents have failed to perform properly the service, the Passenger shall immediately inform an official of the Carrier or the Performing Contractor as appropriate of such complaint; and notify the Carrier in writing.

For U.K. passengers only: Grimaldi is a member of P.S.A. and bonded accordingly.