

Transport Contract

GENERAL PROVISIONS Maritime Transport of Passengers Contract ATLÂNTICOLINE, S.A.

Article 1 Object

1. The present articles regulate contracts in the maritime transport of passengers and vehicles provided by Atlânticoline, S.A. through its ships or ships chartered by it without prejudice to the applicable legislation.
2. The present contract does not apply to the local traffic trips, which in the operational scope of Atlânticoline correspond to the trips made by the Ariel vessel.

Article 2 Ticket

1. The ticket (for a passenger, a vehicle or a cabin) is the only idoneous means to prove the authenticity of Atlânticoline, S.A.'s maritime transport of passenger's contract;
2. The ticket, eligible for travel on ships that require it in accordance with current legislation (Ordinance No. 287/2000 of May 25), must contain the following information:
 - a. Name of the passenger;
 - b. Issue date and place;
 - c. Name of the Ship;
 - d. Embarkation and Disembarkation Port;
 - e. Embarkation and Disembarkation Date and Place;
 - f. Luggage weight limit;
 - g. Tariff and reference to the present articles.
3. Atlânticoline, S.A. is entitled to replace the Ship specified in the Ticket under exceptional circumstances provided that the replacing Ship belongs to the company or is chartered but offers the same conditions as the replaced Ship.
4. The passenger is not allowed to transfer his/her contractual position to third parties, for the ticket is personal and intransmissible.

Article 3 Luggage

1. The passenger is entitled to carry free of charge luggage subject to the following limitations:
 - a. Two pieces of hold luggage up of 25 kg or volume up to 0.5 cubic meters each;
 - b. One hand luggage piece up to 6 kg whose maximum size must not exceed 50cmx40cmx15cm;
2. During the check-in, the passenger will be given a label to identify the luggage checked in, the only idoneous means to prove its ownership;
3. The hand luggage is limited to the following objects:
 - a. Identification documents;
 - b. Cellular phones;
 - c. Money, checks, credit cards;
 - d. Pieces of jewelry;
 - e. Medicines;
 - f. Commercial samples;
 - g. Frail or decayable objects;
 - h. Computer;
4. Atlânticoline will not be held responsible for it under any circumstance, except in the occurrence of sea events and according to the legal terms.
5. Both the hold and hand luggage must contain items that belong exclusively to the passenger who owns the ticket.
6. Carrying hand luggage that contains any kind of beverage and/or food item is forbidden, except when it is destined to babies, children or people with a medical condition.
7. Atlânticoline will not be held responsible for the loss or damage of objects of value, namely negotiable securities, gold, silver, pieces of jewelry, haute couture garments, art objects, audiovisual equipment, cellular phones, video cameras, computers and other electronic devices, or sporting goods – like fishing or diving equipment. To all intents and purposes, all of these will be regarded as hand luggage items, even if checked in as hold luggage.
8. Whenever the luggage exceeds the allowed weight or size specified in the present article, the passenger will be charged a special fee according to the tariff in force at Atlânticoline, and its transport is subject to the boat's capacity.
9. It is only allowed the transport of luggage whose size and shape are not likely to cause damages, constitute danger to safety, cause unusual operational problems and generate inconveniences disproportionate to the transport.

a) bicycles, pets or baggage outside the format (more than 1 meter on one side) and a third volume, are not included in the baggage fare and are therefore subject to additional payment according to the current tariff and availability of space on the ship's cardeck .

10. If, because of its shape or size, the cargo cannot be loaded, the passenger has the right to the refund of the cost already paid after the authorization of Atlânticoline.

11. In addition to what is determined by special legislation, passengers are not allowed to carry:

- a. Any explosive device, inflammable material and chemical or toxic substances;
- b. Other cargo classified as hazardous by IMO;
- c. Animals that are not pets.

12. Pets are allowed on board, as long as they are properly enclosed in a carry case provided by the owner; in case the animal is too big to be put in a carry case, it can travel in an area of the boat specifically intended for that purpose. However, Atlânticoline will not be held responsible for the adequacy of its conditions.

13. The transport of weapons and ammunition is allowed only on presentation of the respective license issued by the Maritime Police, the obtaining of which is the passenger's responsibility. All weapons must be handed to the ship's chief mate or Captain and transported in a special compartment.

Article 4 Meals and Accommodation

1. The transport contract does not include the free of charge supply of any kind of meal or accommodation in rooms/cabins regardless of the duration and time of the trip.

2. The rule aforementioned does not affect the right that the passenger has to purchase food and accommodation aboard the ship according to the prices stipulated.

Article 5 Boarding Ship

1. The passenger must be at the boarding Port carrying the ticket and the official identification document with him/her, at least the following minutes prior to hour of departure specified in the ticket:

- a) 60 minutes for trips on the Aqua Jewel and Mega Jet ships
- b) 15 minutes for trips on ships: Gilberto Mariano, Cruzeiro do Canal and Cruzeiro das Ilhas.

2. In Ports where the stopover period is less than the minimum period indicated in point 1 of this article, boarding shall begin at a crew member's notice.

3. Passengers with reduced mobility and passengers traveling with children have priority on boarding in accordance with current legislation (Decree-Law No. 58/2016, of 29 August).

4. In case the passenger does not appear at the boarding Port on time, he/she has not the right to a partial refund of the cost of the ticket already purchased.

Article 6 Schedules

1. Atlânticoline commits itself to making every effort so as to promptly transport the passenger and the luggage;

2. The schedule hours can be subject to updates provided that Atlânticoline informs the passengers of the changes at least two weeks before the time of departure;

3. Atlânticoline can, for unexpected reasons or by force of circumstance and without prior warning, change or omit stopovers specified in the ticket in case of need;

4. The schedules can be changed without prior warning, in which cases Atlânticoline must make every effort to inform the passenger of the change provided it exceeds two hours;

5. Atlânticoline does not take responsibility for connections with other means of transportation or services.

Article 7 Information in the event of cancelled or delayed departures

In the case of a cancellation or a delay in departure of a passenger service or a cruise, passengers departing from port terminals or, if possible, passengers departing from ports shall be informed by Atlânticoline or, where appropriate, by the terminal operator, of the situation as soon as possible and in any event no later than 30 minutes after the scheduled time of departure, and of the estimated departure time and estimated arrival time as soon as that information is available.

Article 8 Assistance in the event of cancelled or delayed departures

1. Whenever Atlânticoline expects the departure of a passenger service or a cruise to be cancelled or delayed for more than 90 minutes, forcing passengers to remain ashore at lunch and dinner time (12pm to 2pm and 7pm to 9pm), the passengers will be offered free of charge light meals, full meals or drinks based on what is rendered reasonable considering the waiting time, if they are available aboard or at the port or can reasonably be supplied.

2. In the case of a cancellation or a delay in departure where a stay of one or more nights or a stay additional to that intended by the passenger becomes necessary, where and when physically possible, Atlânticoline shall offer passengers departing from port terminals, free of charge, adequate accommodation on board, or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals or refreshments provided for in paragraph 1. For each passenger, the carrier may limit the total cost of accommodation ashore, not including transport to and from the port terminal and place of accommodation, to 80€ per night, for a maximum of three nights.

3. When enforcing the regulations in paragraphs 1 and 2, Atlânticoline will privilege the needs of disabled people or people with reduced mobility and those travelling with them.

Article 9

Re-routing and refund in case of delayed or cancelled departures

1. Whenever Atlânticoline reasonably expects a passenger service to be cancelled or delayed in departure from a port terminal for more than 90 minutes, the passenger shall immediately be offered the choice between:

- a) the re-routing to the final destination under comparable conditions according to the terms of the transport contract as soon as possible and without any additional costs;
- b) the refund of the ticket's cost and, where relevant, a return service free of charge to the first point of departure, as set out in the transport contract, at the earliest opportunity.

2. In case the maritime transport of passengers service is cancelled or delayed in departure from a port for more than 90 minutes, the passengers have the right to re-routing or to the refund of the ticket's cost.

3. The total refund of the ticket's cost foreseen in subsection b) of paragraph 1 and on paragraph 2 must be made in a period of 7 days, in cash, by electronic bank transfer, by transfer order or by check, for the price it was purchased regarding the part or parts of the trip that were not made and regarding the part or parts already made in case the trip no longer justifies according to the passenger's initial travelling plan. If the passenger agrees, the total refund can also be made under the form of vouchers or other services whose cost equals that of the ticket, provided that the respective conditions are flexible, especially as far as the expiration date and the destination are concerned.

Article 10

Compensation of the ticket price in the event of delay in arrival

1. Without losing the right to transport, passengers may request compensation from the carrier if they are facing a delay in arrival at the final destination as set out in the transport contract. The minimum level of compensation shall be 25 % of the ticket price for a delay of at least:

- a) One hour in the case of a scheduled journey of up to four hours;
- b) Two hours in the case of a scheduled journey with a duration of more than four hours, but not exceeding eight hours;
- c) Three hours in the case of a scheduled journey of more than eight hours, but not exceeding twenty-four hours;
- d) Six hours in the case of a scheduled journey of more than twenty-four hours;

If the delay exceeds double the time set out in points a) to d), the compensation shall be 50 % of the ticket price.

2. Passengers bearing passes or seasonal tickets which are subject to delays after arrival during their respective validity period may apply for adequate compensation in accordance with the rules of the company in respect of compensation.

3. Indemnification shall be calculated on the basis of the price actually paid by the passenger for the passenger transport service which has been delayed.

4. Where the transport is for a return journey, compensation for delay in arrival on either the outward or the return leg shall be calculated in relation to half of the price paid for the transport by that passenger service.

5. The compensation shall be paid within one month after the submission of the request for compensation. The compensation may be paid in vouchers and/or other services, provided that the conditions are flexible, particularly regarding the period of validity and the destination. The compensation shall be paid in money at the request of the passenger.

6. Indemnification of the ticket price will not deduct the costs of the financial transaction, such as fees, telephone charges or stamps.

7. Compensations will be paid above the minimum threshold of 6.00€

Article 11

Further claims

Nothing in this Regulation shall preclude passengers from seeking damages in accordance with national law in respect of loss resulting from cancellation or delay of transport services before national courts.

Article 12

Exemptions

The terms specified in articles 8 to 10 shall not apply where Atlânticoline proves that the cancellation or delay is caused by weather conditions endangering the safe operation of the ship or by extraordinary circumstances hindering

the performance of the passenger service that could not have been avoided even if all reasonable measures had been taken.

Article 13 Responsibility for damages

1. Without prejudice to the rules in article 3, Atlânticoline is held responsible in the event of damage caused to the passenger and/or the luggage, on board and during the trip, from the beginning of the embarkation operations to the end of the disembarkation operations.
2. The passenger must prove that Atlânticoline did not observe a particular duty or that the carrier or its workers are to blame for the fact according to the law.
3. The passenger must demonstrate the damages actually caused, without prejudice to the fact that the limits for compensation for damages are:
 - a) 20.00€per kg in the case of luggage weighed prior to embarkation;
 - b) 498.00€per piece in the case of luggage that was not weighed.
 - c) 498.00€per vehicle.
4. Any complaint regarding personal damages must be made at the moment of disembarkation and confirmed in writing by Atlânticoline in 24 hours.
5. Acceptance of the luggage by the customer without any written complaint at the time of delivery constitutes a presumption that the luggage was delivered in good condition, unless the damages are not apparent, in which case a written complaint and the checked in luggage receipt must be presented up to 5 days after embarkation.
6. Any complaint regarding the damage of vehicles must be made at the moment of disembarkation and immediately registered by the Atlânticoline's stewards. Presenting the ticket of the vehicle is required.
7. In all cases the right to compensation resulting from the violation of the transport contract will expire if no action is brought against the carrier in a period of two years after the date of disembarkation.

Article 14 Liability of the carrier

1. For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, Atlânticoline shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250 000 units of account, unless the carrier proves that the incident:
 - a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character;
 - b) was wholly caused by an act or omission done with the intent to cause the incident by a third party.
2. For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.
3. For the loss suffered as a result of the loss of or damage to cabin luggage, Atlânticoline shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.
4. For the purpose of this article:
 - a) "shipping incident" means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship;
 - b) "fault or neglect of the carrier" includes the fault or neglect of the servants of the carrier, acting within the scope of their employment;
 - c) "defect in the ship" means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers, or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances;
 - d) "loss" shall not include punitive or exemplary damages.
5. The liability of Atlânticoline under this article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.
6. Nothing in this Convention shall prejudice any right of recourse of the carrier against any third party, or the defense of contributory negligence under Article 6 of this Convention. Nothing in this Article shall prejudice any right of limitation under Articles 7 or 8 of this Convention.
7. Presumptions of fault or neglect of a party or the allocation of the burden of proof to a party shall not prevent evidence in favor of that party from being considered.

Article 15 Transport of vehicles

1. Passenger tickets do not include the right to transport a vehicle, with or without engine.
2. An autonomous transport contract with the issue of a particular ticket according to the price list in force is required for each vehicle transported. The following documents are needed for reservation:

- a) vehicle`s registration;
 - b) driver`s identification document.
 - c) Valid third-party liability insurance policy.
3. Vehicle tickets do not include a ticket for the driver. In case the driver is travelling with the vehicle, he must purchase a passenger ticket along with the vehicle ticket.
4. In order to benefit from the special round-trip fare, the return ticket must be purchased at the same time as the one-way ticket.
5. The vehicles must be presented for boarding at least:
- a) 60 minutes for trips on the Aqua Jewel and Mega Jet ships
 - b) 20 minutes for trips on ship: Gilberto Mariano.
6. The transport of vehicles in the car deck requires their immediate removal when arriving at the destination port so as to prevent problems in the process of unloading other vehicles and luggage;
7. The non-compliance with the rule mentioned in the previous paragraph means that Atlânticoline will remove the vehicle on payment of a fee under the tariff in force so as to prevent delays in the process of unloading without being held responsible for any resulting damages to the vehicle in question or other vehicles, and will neither take any responsibility for tickets, fines or fees due, for instance, to improper parking;
8. Atlânticoline will not be held responsible for damages resulting from possible thefts, nor for damages or deteriorations in the vehicles transported in the car deck, except in the cases where they result from fraudulent/negligent action or omission from Atlânticoline or its workers. In such cases, the victim must prove the damage and the guilt or fraud.
9. The transport of vehicles without their driver is subject to specific rules.
10. Atlânticoline shall not be liable for any charges or inconvenience that may arise from situations where it is not possible to board or disembark vehicles due to adverse weather conditions.

Article 16 Free Transport

The general provisions in this transport contract, as well as the norms in Decree-Law No 349/86 of October 17, do not apply to the Atlânticoline`s free transport contract, with the exceptions of articles 14 and 15 of the cited legal act.

Article 17 Special Tariffs

These general provisions do not affect the adaptation of specific precepts and regulations in the case of application of special and/or promotional tariffs subject to particular rules.

Article 18 Resolution of Disputes

The Ponta Delgada Judicial Courts shall resolve any disputes that emerge from this maritime transport contract made by Atlânticoline.