



Transport Contract

GENERAL CLAUSES

Transport contract for Passengers and Vehicles by Sea

Revised 01.02.2022

ATLÂNTICOLINE, S.A.

1st Clause

Purpose

1. The following clauses regulate contracts for the transportation of passengers and vehicles made by Atlânticoline, S.A., through its ships or ships chartered by It, without prejudice to the applicable legislation.
2. O presente contrato não se aplica às viagens realizadas pela embarcação Ariel.

2st Clause

Travel Ticket

1. The ticket, whether passenger, vehicle or animal, is the only suitable means for proof of the contract of maritime transport made by Atlânticoline, S.A.
2. The ticket, eligible for travel on ships that so require in accordance with the legislation in force (Ordinance No. 287/2000 of May 25), must contain the following information:
 - a. Passenger name;
 - b. Issued date and place;
 - c. Ship Name;
 - d. Port of Embarking and of Disembarking;
 - e. Date and Place of Embarking and Disembarking;
 - f. Tariff and remission for these clauses.

3. Atlânticoline, S.A. may substitute the identified ship in the ticket, in exceptional situations, provided that the substitute ship is company property or offers the same qualities to the replaced ship in case of chartering.

4. The passenger may not assign his or her contractual position, the person being his personal ticket and non-transferable.

5. It is the passenger's responsibility to confirm that the itinerary, date, and time of the ticket are in accordance with his intent.

6. At the box offices of Atlânticoline, S.A., during the 30 minutes prior to the departure of a trip, priority is given to the service of customers with the intention of purchasing tickets for that trip. This rule does not apply to customers who can require special priority in accordance with the legislation in force.

3rd Clause

Baggage

1. The passenger is entitled to free transport of baggage with the following limits:

a. Two volumes for checked baggage up to a total limit of 25Kg each or volumetry up to 0.5 cubic meters;

b. A carry-on baggage volume up to a maximum of 6 kg and must not exceed 50cmx40cmx15cm;

2. At check-in, the passenger will be given a check-in label, a check-in, the only means of proof;

3. Carry-on baggage is limited to the following objects:

a. ID documents;

b. Mobile Phones;

c. Money, Checks and Credit Cards;

d. Jewelry;

e. Personal medicine;

f. Commercial samples;

g. Fragile and degradable items;

h. Laptop or mobile computer device;

4. Atlânticoline will not be liable for it under any circumstances, except for the occurrence of sea events, in accordance with the legal terms.

5. Both carry-on and personal baggage may only cover goods exclusively belonging to the passenger.

6. The carry-on of beverages and food items is not permitted in carry-on baggage, except in cases of feeding for infants, children and patients.

7. Atlânticoline is not liable, in the event of loss or damage, for food products, valuables, including negotiable securities or any important documents (passports, personal identification, tickets or credit cards) money, gold, silver, jewelry, haute couture, art objects, audiovisual equipment, mobile phones, cameras or video, computer equipment or sports equipment, in particular fishing or diving, medicines, glasses, lenses, or non-form baggage items, which will be for all purposes treated as carry-on baggage, even if checked as hold baggage.

8. Where the baggage exceeds, by weight or volume, as stipulated in this clause, the passenger is due a special fee, in accordance with the tariff in force on the Atlânticoline, within the limits of the available transport capacity.

9. Baggage is permitted based on, its size and shape, which is not likely to cause damage, safety hazards or abnormal operating difficulties and inconveniences disproportionate to transport.

10. Bicycles, pets or non-shaped baggage (more than 1 meter on one side) and third volumes are not included in the baggage allowance and are therefore subject to additional payment according to the prevailing tariff and availability of space on the ship's car deck.

11. If, by its shape or size, it is not possible to transport the cargo on board, after being authorized by Atlânticoline, the passenger is entitled to be reimbursed the amount of the price he has already paid.

12. In addition to the provisions of special legislation, the following baggage is not allowed:

a. Any type of explosives, flammable materials or chemical and toxic substances;

b. Other dangerous cargo, thus classified by IMO;

c. Live animals, other than pets.

13. Pets are allowed to be transported, provided they are in suitable containers, provided by the owner. These are subject to their own tariff.

14. Weapons and ammunition (categories B, C, D and E) transport is authorized but requires presentation the respective, license issued by the Maritime Police, which is of the passengers' responsibility to obtain. All weapons are delivered to the Mate or the ship Master and transported in a special compartment. Compressed air weapons and other category G weapons may be transported without the license of the Maritime Police, upon prior passenger declaration to the in the Baggage Service prior to transporting a weapon of this type; these weapons are transported on the bridge of the ship in a special compartment, in the custody of the master, and shall be returned to the passenger on arriving at the destination.

15. Unaccompanied baggage or baggage that is not collected at the port of destination will be treated in accordance with Article 1323 of the Civil Code.

4th Clause

Food and Accommodation

1. The transportation contract does not cover the provision of any types of meals or accommodation in rooms/cabins, regardless of the length and time of travel.
2. The provisions of the preceding paragraph shall be without bias to the passenger's right to purchase food products and accommodation on board the Ship, in accordance with those set out therein and provided that the journey offers such facilities.

5th Clause

Boarding

1. The passenger must present himself/her at the Port of embarking, duly accompanied by the ticket and official ID document and at least 30 minutes in advance of the boarding time fixed on the ticket.
2. In ports where the stopover period is less than the minimum period in advance indicated in point 1 of this clause, boarding begins with the indication of a crew member.
3. Passengers with reduced mobility and passengers traveling with children have priority boarding according to the legislation in force (Decreto-Lei n.º58/2016, of August 29). On trips between the ports of Horta and Madalena, passengers with a pass can use the priority queue,

provided that the priority of passengers referenced by the above-mentioned legislation is always guaranteed.

4. The non-timely presentation of the passenger does not confer a partial refund of the price of the ticket already paid.

6th Clause

Schedules

1. Atlânticoline takes on itself the effort to transport the passenger and baggage with reasonable promptness.

2. The official times indicated in the schedules or elsewhere, may be subject to updates if Atlânticoline informs passengers of the change, at least two weeks before the time of departure; there is no place under these conditions to any reimbursement, compensation, or assistance to passengers.

3. Atlânticoline may, in case of fortuitous or out-of-control situations and without notice, change or omit stopovers indicated on the ticket, if necessary.

4. Schedules may be changed without notice and Atlânticoline shall make its best efforts to notify the passenger of the change, provided that the same change, on arrival or departure, is more than two hours.

5. Atlânticoline assumes no responsibility for connections with other transport or services.

7th Clause

Information updates

In case of delay, Atlânticoline will inform passengers, as soon as the information is available, of the estimated time of departure and arrival, and shall do so no later than 30 minutes after the scheduled time of departure, as well as the scheduled departure and arrival times, as soon as it has such information.

8th Clause

Assistance during travel

1. When Atlânticoline has good reason to predict that a departure will be cancelled or will be delayed by more than 90 minutes requiring passengers to stay ashore during meal times (12:00 pm to 2:00 pm and 7:00 pm to 9:00 pm), passengers will be offered light meals, meals or drinks depending on the waiting time, available on board or at port or that are reasonably available to be provided.

2. In the event of cancellation or departure delay requiring a stay of one or more nights, or the extension of the stay originally provided for by the passenger, if and when materially possible, passengers departing from the port, suitable accommodation on board or on land, as well as transportation between the port and the place of accommodation, shall be offered free of charge to passengers departing from that port, in addition to light meals and beverages provided for in point 1. The total cost of accommodation on land for each passenger, not including transportation between the port and the place of accommodation, is a maximum of €80 per night for a maximum of 3 nights.

3. In accordance with paragraphs 1 and 2, Atlânticoline will pay particular attention to the needs of persons with disabilities or persons with reduced mobility and their companions.

9th Clause

Rerouting and refund in case of delayed or cancelled departures

1. When there is good reason, that Atlânticoline can predict a sea passenger transport service will be cancelled or that its departure from a port will be delayed, by more than 90 minutes, passengers will be immediately offered the option to choose between:

a) rerouting to its final destination, under equivalent conditions, in accordance with the contract of transport, at the earliest opportunity and without increasing costs;

b) reimbursement of the ticket price and, where appropriate, a free journey back to the initial starting point set out in the transport contract, at the earliest opportunity.

2. If the passenger transport service is cancelled or your departure from a port is delayed by more than 90 minutes, passengers are entitled to re-routing or reimbursement of the ticket price.

3. The full refund of the ticket provided for in paragraph 1(b) and paragraph 2 shall be made within 7 days, in cash, by electronic bank transfer, by transfer order or by cheque, at the price that has been purchased, for the part or parts of the journey not made, and for the part or parts

already made if the journey is no longer justified on the basis of the passenger's initial travel plan. If the passenger agrees, the full refund may also be made in the form of vouchers or other services in an amount equivalent to the purchase price of the ticket, provided that the respective conditions are flexible, especially regarding the validity period and destination.

10th Clause

Ticket price compensation in case of delays, on arrival

1. Passengers who are delayed on arrival at their final destination, through the transport contract, may claim compensation without losing their right to transport. The minimum level of compensation is 25% of the ticket price for minimum delays of:

- a) one hour, in case the regular journey duration does not exceed four hours;
- b) two hours in case the regular journey of more than four hours but not exceeding eight hours;
- c) three hours in the case of a regular journey of more than eight hours but not exceeding 24 hours;
- d) six hours in the case of a regular journey of more than 24 hours;

If the delay is more than twice the time set out in points (a) to (d), compensation is 50% of the ticket price.

2. Passengers holding passes or titles of seasonal passes or transfers who are faced with successive delays on arrival during their validity period may request an appropriate compensation accordance with the transporters' compensations rules.

3. The compensation is calculated based on the price paid by the passenger for the passenger transport service that was delayed.

4. If the transport is round trip, the compensation for the delay for both the one-way and the return route is calculated based on half the price paid for the transport.

5. Compensation must be paid within one month of the submission of the respective claim. Compensation may be paid in vouchers or other services, provided that the conditions thereof are flexible, especially regarding the period of validity and destination. Compensation must be paid in cash if the passenger requires it.

6. The costs of the financial transaction will not be deducted from ticket price compensation, such as fees, telephone charges or stamps.

7. Compensation will be paid when the amount exceeds 6,00€.

11th Clause

Additional compensation claims

Nothing in this Regulation prevents passengers from appealing to national courts for compensation for damage arising from cancellation or delays in transport services.

12th Clause

Exceptions

1. The provisions of clauses 8 through 10, shall not apply if the delay or cancellation is due to exceptional circumstances under EU Regulation Num. 1177/2010 which prevent the provision of the transport service and which could not have been avoided, even though all reasonable measures have been taken.

13th Clause

Liability for Damages

1. Regardless of the 3rd clause, Atlânticoline is liable for damages that may wrongly cause to passengers and/or baggage, on the Ship and during the voyage, from the beginning of the boarding operations to the end of the disembarking operations.

2. It is up to the injured passenger, to prove that Atlânticoline has not attend to its obligations, that the occurrence resulted from the companies her fault or that the company's assistants in accordance with the law.

3. It is for the injured party to demonstrate the damage caused, taking into account that the compensation of the damage are limited to the following values:

a) €500.00 per volume for baggage not weighed.

b) 500,00€ per vehicle.

4. Personal injury claims must be submitted at the time of landing and confirmed in writing by Atlânticoline within 24 hours.

5. The baggage is presumed to be delivered in good condition if the passenger does not claim in writing at the time of its reception, except in the case of malfunctions that are not apparent, which must be claimed in writing within 24 hours after disembarking, always accompanied by the respective proof of checked baggage.

6. Claims of damage to vehicles must be claimed at the time of disembarking and then registered by the assistants of Atlânticoline, accompanied by the ticket of the vehicle.

7. In any situational case, the right to compensation arising from the breach of the transport contract shall prescribe if no action is brought to companies attention within two years of landing.

14th Clause

Carrier responsibility

1. Atlânticoline is liable for damage resulting from the death or bodily injury of a passenger caused by a navigation incident, in so far as such losses to that passenger do not exceed 250000 units of account, in each individual case, unless the carrier proves that the incident:

a) It resulted from an act of war, hostilities, civil war, insurrection, or a natural phenomenon of an exceptional, inevitable, and irresistible nature.

b) It was entirely provoked by an act or omission of a third party, committed with the intention of causing the incident.

2. Atlânticoline is liable for damage resulting from the death or bodily injury of a passenger, not caused by a navigation incident, if the incident that caused the damage is due to the fault or negligence of the carrier. The burden of proof of guilt or negligence rests with the applicant.

3. Atlânticoline is liable for damage resulting from the loss or damage of baggage if the incident that caused the damage is due to the fault or negligence of the carrier. The carrier is presumed to be guilty or negligent in the event of damage caused by a navigation incident.

4. For the purposes of this article, the following are:

a) "navigation incident", refers to a sinking, keel turning, collision or stranding of the ship, explosion or fire of the ship or defect of the ship;

b) "fault or negligence of the carrier" means the fault or negligence of the carrier's workers acting in the performance of their duties;

c) "ship defect" means any anomaly, deficiency or non-compliance with the applicable safety provisions in respect of any part of the ship or its equipment used for the departure, evacuation, boarding and disembarkation of passengers; or used for propulsion, government, safety of navigation, mooring, anchorage, arrival or departure of a pier or anchor or limitation of damage following flooding; or used for the release into water of means of salvation.

d) "Damages" excludes punitive or exemplary damages.

5. Atlanticoline liability, in what concerns this article, relates only to damage resulting from incidents occurring in the course of transport. The burden of proof that the incident causing the damage occurred during the transport, and the extent of the damage, lies with the applicant

6. Nenhuma disposição da presente convenção prejudica o direito de regresso da Atlânticoline contra terceiros, nem o de invocar a concorrência de culpa nos termos do artigo 6.o da presente convenção. Nenhuma disposição do presente artigo prejudica o direito de limitação previsto nos artigos 7.o ou 8.o da presente convenção.

7. A presunção de culpa ou negligência de uma parte ou a atribuição do ónus da prova a uma parte não impedem a análise de provas a favor dessa parte.

15th Clause

Transporte de Viaturas

1. The ticket price for the passenger does not include any right of carriage of any vehicles with or without engine.

2. For each vehicle, an independent transport contract must be performed, with the issuance of its own ticket, according to the price list in force, requiring the presentation of the following documentation:

a) vehicle documentation/booklet/vehicle registration certificate;

b) driver ID;

3. The carrier may also apply for the liability insurance policy, against third parties, in force.

4. The ticket for the car does not include any ticket for the driver, and the driver must, if he wishes to travel, purchase his own ticket.

5. To benefit from any special round-trip fares, the return ticket must be purchased at the same time as the one-way.
6. Vehicles must be present at the pier at least 30 minutes in advance.
7. The vehicles transport in the cardeck, presumes its immediate removal, by the owner upon arrival at the port of destination, so as not to cause constraints for the disembarking of other vehicles and luggage.
8. Failure to comply with the preceding paragraph implies that Atlânticoline directly withdraws, for remuneration in accordance with the tariff in force, to avoid delays in landing, not assuming any liability for malfunction or damage that may occur, either to the vehicle concerned or to other vehicles, as well as fines , penalties or fees, in particular as a result of undue parking.
9. Atlânticoline is not liable for damage arising from any theft and breakings, as well as for damage or deterioration in vehicles transported on the car deck, except in the event of damage or deterioration resulting from the action or omission of Atlânticoline or its workers, and the injured party is responsible for proving the damage and guilt or damage
10. The conditions of transport of driverless vehicles are subject to their own regulations.
11. Atlânticoline is not responsible for any charges or inconveniences that may arise from situations where it is not possible to board or disembark vehicles due to adverse weather conditions.
12. Changes and cancellations of car tickets are subject to the application of fees, in accordance with the company's commercial and tariff rules.

16th Clause

Free Transportation

The following general terms and conditions of transportation of The Contract of Carriage, as well as the rules contained in Decree-Law No 349/86 of 17 October, shall not apply to the general contract of the transport contract, as well as the rules contained in Decree-Law No. 349/86 of 17 October, except as provided for in Articles 14 and 15 of that legal decree.

Cláusula 17ª

Tarifas Especiais

O disposto nas presentes cláusulas gerais não prejudica a adaptação de disposições e regulamentos próprios no caso da aplicação de tarifas especiais e/ou promocionais, sujeitas a regras próprias.

Cláusula 18ª

Resolução de Conflitos

Em todo e qualquer litígio emergente de contrato do transporte marítimo, efetuado pela Atlânticoline, são competentes os Tribunais Judiciais da Comarca dos Açores, Instância Central de Ponta Delgada.