

## Terms and conditions

### PREMISES

The services provided by Stazione Marittima Calata Porta Massa. are governed by these “Terms & Conditions of Service”.

The “Terms and conditions of service” set by Stazione Marittima Calata Porta Massa shall be deemed and considered as an integral part of each individual contract for storage and for any other service finalized with the Customer and could not be severable from the contract itself.

### DEFINITIONS

The following definitions apply to the “Terms and Conditions of Service” governing the contract for storage and for any other service finalized with the customer, as follows: “we”, “us”, “our”, the “staff in charge” mean Cesare Mauri S.r.l. and any partners and associates of Stazione Marittima Calata Porta Massa.; “Customer /s”, “you” and “your” mean the customer holder of a storage receipt, received by SMS or e-mails, hereinafter “receipt”.

### TERMS AND CONDITIONS

Your contract for storage and for other services is entered into with the Stazione Marittima Calata Porta Massa, and accepting to store your luggage/item and/or to provide you with different services. By leaving your luggage on our premises and luggage storage, you accept our terms and conditions set in our storage contract and/or in the contract for the provision of different services, on your behalf and / or on behalf of any other interested person, regardless of whether or not you have signed our storage receipt.

Our terms and conditions refer to our employees, directors and agents. These terms and conditions may be changed in writing by one of our fully empowered authorized executive only. Should you entrust your luggage to us giving us oral or written instructions which are in conflict with these “terms and conditions”, and which have not been expressly authorized and approved by us in writing, we shall not be bound by any of such instructions.

### SERVICE DESCRIPTION – SELF SERVICE LOCKERS

The luggage storage service consists in keeping in storage at our facilities (luggage deposit with staff or/and automatic lockers) your luggage/items for the period indicated on your receipt and specifically from the day and time of delivery of the luggage/item(s) to the estimated day and time of collection you indicated on your reservation.

- Customer is hereby informed that he/she does not have a right to withdraw from the transaction, which he/she expressly waives in light of the specificity of the service, and that the reservation is non-refundable.
- The reservation email and/or receipt that Stazione Marittima Calata Porta Massa sends with the reservation constitutes the reservation.
- Locations are open seven days a week from 7.00 am to 9.30 pm
- Reservations can be made on the website 24 hours a day.
- Animals are forbidden in all lockers and/or on all premises.
- Locations are completely non-smoking.
- Access is limited to persons over the age of 18 or accompanied minors.
- No storage of perishable foodstuffs.
- Maximum weight allowed per locker is 35 KG.

- The Customer is responsible for verifying the size and weight of his/her luggage before making a reservation on the site.
- No claim or refund request will be accepted in the event luggage exceeds these dimensions and/or weight.
- The Customer is also responsible for ensuring that the door of the locker is securely closed before leaving the Stazione Marittima Calata Porta Massa location;
- His/her luggage is locked (codes, locks, etc.) and identified (a tag with the Customer's name and contact telephone number);
- He/she has not left any valuables in his/her luggage, for which the Customer remains responsible and for which Stazione Marittima Calata Porta Massa declines all liability;
- There are no animals in his/her luggage;
- He/she has left nothing inside the locker when he/she leaves the location for the last time.
- The Customer is responsible for his/her luggage and its contents.

It is the Customer's responsibility not to leave any identity documents or other documents necessary for travel in the locker. The Customer acknowledges having taken all precautions and measures necessary to ensure that he/she has not left any documents required for travel in the locker. Failing this, Stazione Marittima Calata Porta Massa shall in no event be liable for any negligence on the part of the Customer.

#### LATE WITHDRAWAL IN THE SELF SERVICE LUGGAGE STORAGE

In the case of late withdrawal of luggage during the business hours, Stazione Marittima Calata Porta Massa will charge the regular hourly cost of rental for each hour /part of an hour delayed. After the payment is concluded the Customer will be able to withdrawn the baggages.

#### FORGOTTEN/FOUND LUGGAGE

For security reasons, any item or luggage that is forgotten/found and not claimed will be destroyed 5 days from the end of the reservation.

If forwarding a forgotten item is requested, the Customer shall bear all costs thereof, which shall be payable in advance. A fee of € 35 will be required, plus shipping costs, which depend on the weight, destination and shipping method (ordinary post, UPS, etc.).

#### STORAGE DOCUMENT

For the luggage lockers, "I accept all terms and conditions" must be ticked at the moment of the online reservation or at the moment of the on-site purchase. A receipt will be sent to the customer's email.

#### SERVICE DESCRIPTION – SERVICED LUGGAGE STORAGE

##### PACKAGING

Each baggage or parcel must be packed and sealed in an appropriate manner according to weight, shape, nature and value of the content. The packaging and sealing must ensure the contents cannot be damaged or tampered with.

In the luggage deposit with staff, the stored luggage will be sealed by the staff of Stazione Marittima Calata Porta Massa by affixing the security seal provided to the customer for free. The customer is required to carefully prepare the luggage for storage ensuring insulation of contained goods and therefore adequate protection of the goods. The inner packaging must be suitable to protect the contents from shock and vibration. The customer is solely responsible for any damage caused by inadequate packaging, even if not detected during acceptance. The customer is liable for any damage caused to other people's luggage in case of storage of prohibited items or poorly packaged items.

##### BANNED AND DANGEROUS ITEMS

Items prohibited by law or considered hazardous under the national legislation, as well as items which by their nature or packaging may cause harm to humans, to the environment or to other luggage carried and/or stored, are not allowed for storage. We do not accept storage of, nor provide different services for goods which at our sole discretion are considered as hazardous.

Stazione Marittima Calata Porta Massa does not accept storage for the following items: plants and animals, alive or dead; securities and negotiable certificates (bills of lading, currency, paper money, coins, credit cards and travellers checks); other non-negotiable securities; material that can be considered as pornographic or indecent; weapons (firearms and bladed weapons); software containing information of high value; technology (I phone, I pad, Tablet, PC, Smartphone); garbage; political material; hazardous materials; narcotic or psychotropic drugs; art objects; antiques; metals (gold, silver in any form and precious stones); bulky goods; documents (tender offers, both public and private, securities, food stamps and fuel coupons, etc.); architectural models; watches.

The following items can be accepted by Stazione Marittima Calata Porta Massa only upon written specific authorization or if they are expressly part of the commercial offer of Stazione Marittima Calata Porta Massa: food and pharmaceutical products; cigarettes and alcohol; fragile objects (such as glass, bottles, etc.); biological tissues and anatomical pieces.

You acknowledge and recognize that the storage of such goods is subject to specific regulations. The assignment must, therefore, be in accordance with the law in force and in accordance with any operational provisions set forth by Stazione Marittima Calata Porta Massa.. These directions may change at any time.

#### **RIGHT OF INSPECTION**

The Customer acknowledges and agrees that Stazione Marittima Calata Porta Massa. and / or any Governmental Authority have the right to open and inspect the luggage at any time for security reasons.

#### **YOUR OBLIGATIONS**

You warrant, represent and guarantee to us that:

- (A) your full address and contact details have been accurately reported on our storage receipt or on the online form;
- (B) the contents of your baggage have been prepared and packed safely and carefully by you so as to be protected against the ordinary risks of transport, including any associated sorting and/or handling process;
- (C) the contents of your baggage do not cause damage to any other luggage transported by us and/or stored with us;
- (D) the contents of your baggage are not prohibited items, and you are not a person or organization with whom we may not legally trade under any applicable laws or regulations;
- (E) when you have asked us to charge the storage fee to a third party, in the event of non-payment, you will be obliged to pay for the storage;
- (F) all applicable laws and regulations have been complied with, in addition to the provisions of this contract;
- (G) the economic value of each piece of luggage including its content does not exceed € 300.

You agree to indemnify us and hold us harmless from any liability we may suffer, or any costs, damages or expenses, including legal costs, we may incur either to you or to any third parties and arising out of you being in breach of any of these warranties, obligations and guarantees, even if we inadvertently accept a storage that contravenes any of your obligations.

#### **EXTENT OF OUR LIABILITY**

Our liability for the risks of loss or damage to your baggage during the storage period at our premises and specifically attributable to the sole responsibility of Stazione Marittima Calata Porta Massa or its employees, will be governed by article no. 1768 and no. 1770 of the Civil Code .

For the part not covered therein by the regulations of the civil code on the storage agreement, no liability is attributable to Stazione Marittima Calata Porta Massa in case of delayed and/or uncollected luggage/item(s) beyond opening/closing times of our premises.

Therefore, Stazione Marittima Calata Porta Massa will be in no way liable in relation to duly and fully proven damages, which can be considered as direct and predictable or indirect consequence of the delay and/or failure to collect.

Stazione Marittima Calata Porta Massa will therefore not be liable for any missed flights, trains, start up, loss of gain, profit, market, reputation, customers, use, opportunity, even if we had knowledge that such loss or damage might arise, nor for any loss or damage, however indirect, incidental, special or consequential damages determined, including, without limitation, cases of contract termination, negligence, wilful misconduct or default. We will not be liable if we do not fulfil any obligations towards you as a result of circumstances beyond our control such as (the following list is merely illustrative and not exhaustive): acts of God including earthquakes, cyclones, storms, flooding, fire, diseases, fog, snow or frost; force majeure including (but not limited to) war, accidents, acts of terrorism, strikes, embargoes, local disputes or popular uprisings; national or local disruptions; latent defects or inherent vice in the content of the stored luggage; criminal acts of third parties such as theft, robbery and arson; acts or omissions attributable to you or to any third party whose work you will be responsible for; act or omission attributable to a public official; contents of the shipment consisting of any article that is a prohibited item by law or according to the provisions of this contract, even though we may have accepted the shipment and/or storage by mistake. We are not responsible for broken handles and/ or wheels. The sole liability attributable to us in relation to the services provided shall be governed by these general terms and conditions of storage.

#### **COMPLAINTS**

If you wish to make a complaint for lost or damaged luggage, or for any other damages, you must comply with the provisions of the national law; otherwise we reserve the right to reject your complaint. Specifically, only after signing your slip for unchecked goods when picking up your luggage you may send your complaint in writing within eight (8) calendar days from the date of receipt of your baggage. Subsequently to your first written communication, and not beyond the limitation period provided by law or the rules applicable, you must provide documentary evidence of your complaint by sending us all relevant information relating to the loss and damage. We are not obliged to act on any claim until our storage charges and fees have been paid. You do not have the right to deduct the amount of your claim from what you own us. In order to take account of a claim for damage, the contents of your luggage shall be made available to us for inspection at the time of collection. In case of acceptance by us of all or part of your claim, you guarantee that your insurance company or third parties who have an interest in the storage will waive any right, remedy or claim to which they are entitled by virtue of subrogation or otherwise.

#### **RATES AND TERMS OF PAYMENT**

Unless otherwise agreed, you agree to pay us the charges and fees for the storage, including the credit card commission, or for the execution of different services, upon collection of your baggage/item stored, alongside with any value added tax on transportation within payment terms agreed, for the luggage deposit with staff. For the automatic lockers service, you will be charged on your credit card at the moment of the online or on-site purchase. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within seven (7) days from the date of the invoice. You agree to pay all reasonable costs incurred by us for cashing of our invoices

unpaid within seven days from the date of invoicing. The current rates applicable to the storage service are available on our websites. You agree to pay the amount due to Cesare Mauri S.r.l. governed by these conditions within the agreed deadlines. Our invoices must be paid in the currency displayed on the invoice or otherwise in the local currency, but calculated according to the exchange rate provided by us. Late payments may result in the application of default interest pursuant to the Legislative Decree no. 231/02 and subsequent amendments. Cesare Mauri S.r.l. reserves the right to demand, without prejudice, repayment of its credits in the time and manner provided by law, except for the right to greater damages.

#### **APPLICABLE LAW**

If any term or condition of this Agreement is declared invalid or unenforceable, such determination shall not affect the other provisions of this storage contract which shall remain valid in full force and effect for the remainder. Exception made for the provisions of any applicable rule; any dispute arising out of or in connection with this storage contract will be governed by the Italian law.

#### **JURISDICTION**

For any dispute relating to the relationship between the parties, the consumer's jurisdiction will be exclusively competent pursuant to article 33 paragraph 2 of legislative decree number 206/2005 and subsequent amendments.