

**GENERAL CONDITIONS GOVERNING THE TEMPORARY RENTAL  
IN THE AREAS MANAGED BY TRIESTE PASSENGER TERMINAL S.P.A.  
(Edition 2026)**

**ART. 1 - SUBJECT**

These general contract conditions (hereinafter “General Terms and Conditions”) govern the contract for the temporary unattended rental of parking spaces between Trieste Terminal Passeggeri S.p.A., with registered office in Punto Franco Vecchio - Molo IV c/o Capannone 1 - 34135 Trieste (TS), Tax Code and VAT No. 01125570323 (hereinafter “TTP”), and the Customer, concluded remotely through TTP's website: <https://www.triesteterminal.it> (hereinafter the “Site”).

The service provided by TTP consists of the temporary rental (hereinafter also “Rental”) of parking spaces in stopping places at covered or uncovered areas open to the public (hereinafter also “Areas/Area”).

The maximum height and length allowed for vehicle access and parking in the Area where the vehicle is delivered in execution of this Rental Contract is as follows:

- 1. PARKING AREA VIA CARLI - Trieste (covered parking): allows entry to vehicles with a maximum height of 2 meters – maximum length 5 meters.**

TTP reserves the right of the acceptance of the reservation order (hereinafter “Order”) in case the above limits are exceeded. In any case, the vehicle shall occupy only one parking space and, subject to availability, vehicles exceeding 5 meters in length may be accepted against payment of the full amount of an additional parking space.

The Customer acknowledges and accepts that the Rental does not imply on the part of TTP the assumption of obligations of supervision, custody and surveillance of the vehicle allocated by the Customer in the reserved Area; the Customer also acknowledges and accepts that the occupation of the parking spaces in the Area, even if within a fenced space, does not imply delivery of the vehicle by the Customer to TTP or receipt in custody by TTP from the Customer; Article 4 shall apply as to the liability regime.

Upon completion of the Order, as provided in Article 2 of these General Conditions, the Customer shall be entitled to occupy the Reserved Area in order to park the vehicle therein for the duration of the Rental indicated in the Order.

The Customer is required, before submitting its Order, to read carefully these General Conditions since the submission of the Order implies full knowledge and express acceptance of them in compliance to the relevant Italian legislation in force at the time of the submission of the Order.

A copy of the General Conditions will be sent to the customer automatically by the system, together with the confirmation of the reservation, by email, in accordance with what is indicated in Article 2 below.

**ART. 2 - ORDER BOOKING PROCEDURE AND CONCLUSION OF THE CONTRACT- WITHDRAWAL**

The Customer is obliged to reserve the area on the website without fail by and no later than 3:00 p.m. (Rome local time) on the day prior to the stay (if the latter is scheduled to start between Monday to Friday) and by 3:00 p.m. (Rome local time) on the Friday prior the stay (if the stay should begin on Saturday or Sunday), subject to availability of places. Within the areas it will be possible to choose any of the available parking spaces without the right to obtain a specific one.

The reservation is individual, as it relates to the license plate of the vehicle and is not transferable or assignable to third parties and is valid only for the period specified in the summary screen (hereinafter “Summary Screen”) that appears on the Site before the Customer submits the Order, and which will be reproduced in the acceptance e-mail

The customer acknowledges and agrees that TTP is free to apply discounts or promotions subject to availability limits at any time by giving notice on its website.

TTP, for reasons related to requests of the Authorities or force majeure, reserves the right to change the place of allocation of the parking spaces and, overall, the location of the parking areas, notifying the Customer of the relevant change. In case the Customer does not accept the change by communicating the non-acceptance in writing, TTP will proceed to refund the rate paid.

The essential characteristics of the Rental and the related tariff will be indicated in the Summary Screen. The Customer is fully responsible for the veracity of the data entered at the time of booking/submission of the Order and is responsible for the accuracy of the data entry regarding the size of the vehicle and the license plate number of the vehicle, the accuracy of which is an essential element for access to the Area. The Customer, by submitting the reservation, declares that he/she is at least 18 years old.

For the purpose of placing the Order, the Customer must:

- (i) select the Service he/she intends to purchase;
- (ii) accept these General Conditions;
- (iii) accept the privacy policy set forth in Article 5 below;
- (iv) select the payment method;
- (v) make the non-refundable payment, after which the Order will be automatically forwarded by the computer system to TTP;

The submission of the Order by the Customer constitutes an irrevocable contractual proposal to purchase, the contents of which are specifically identified on the summary screen.

The contract between the Customer and TTP, having as its subject matter the Rental and specifically identified on the Summary Screen, is concluded when the customer receives the e-mail from TTP with the acceptance of the customer's order.

Any changes/corrections to the data entered by the Customer in the Order may be performed by the Customer him/herself, prior to the submission of the Order; after such submission, the Customer may not change/correct the data entered; the Customer may change the vehicle's license plate number from what was previously communicated at the time of the submission of the Order, until 3.00 p.m. (Rome local time) of the day prior to the stop (if the latter is fixed on the days between Monday and Friday) and by 3.00 p.m. (Rome local time) of the Friday prior to the stay (if the stay should start on Saturday or Sunday).

The Rental will begin with the access to the Areas as identified in the Order acceptance e-mail sent by TTP to the Customer and will end when the vehicle leaves the Area subject to Rental.

TTP reserves the right not to accept the Customer's Order in case of:

- of unavailability of the Areas in the period selected by the Customer;
- of unsuccessful payment;
- of reservation attempted after 3:00 p.m. (Rome local time) of the day before the day scheduled for the start of the parking.

The Customer will receive attached to the e-mail of acceptance of the Order, a copy of these General Conditions and the confirmation receipt containing the following information:

- the summary of the main features of the Service;
- the total price of the Service including taxes or fees;
- a booking code to be used in any further communication with TTP regarding the purchased Service;

Should the Rental be longer than the booked period, the Customer is required to notify it by email by filling in the appropriate form on the website (<https://www.triesteterminal.it/contatti/>) at least 3 days prior the arrival to the parking lot in order to check the availability of the Area and to make the advance payment of the amount that will be communicated by TTP; the above will apply regardless of the cause that caused the extension of the Rental, unless such cause depends on the negligence of TTP.

The change, for any reason whatsoever, of the operating times of departure and arrival of the cruise ships is not cause for exemption from the payment of the rate stated in the Order or the extra amount determined by the extension of the Rental.

The Customer has the right to withdraw from the Contract within 14 days from receipt of the e-mail with the acceptance of the Order; after this period the Customer accepts that the rate paid as per Art. 3 is not refundable for any reason.

### **ART. 3 TARIFF - METHOD OF PAYMENT**

The rates and any other costs of the Service will be analytically indicated on the website before placing the Order. The amount due for the Service selected by the Customer will be specifically indicated in the Summary Screen in Euro and inclusive of all applicable taxes or duties.

The Customer may use the PayPal system or other credit card circuits for payment of the rental rate. TTP cannot be held responsible if the digital payment systems fail. At no time during the purchase process will

TTP be able to know the Customer's credit card information, entered by the Customer directly on the website of the provider of online credit card payments. TTP will not retain in any information file such data. Therefore, under no circumstances shall TTP be held liable for any fraudulent and improper use of credit cards by third parties, at the time of and after the payment for the service purchased on the website.

The request for an invoice for the service used can only be made for professional reasons and, for tax purposes, before any booking and payment is made and by providing all the necessary data also for the issuance of the electronic invoice. Invoices requested by other means or at other times than stated here will not be issued. Invoice requests should be sent to the email address: [amministratore@triesteterminalpasseggeri.com](mailto:amministratore@triesteterminalpasseggeri.com)

#### **ART. 4 OBLIGATIONS AND RESPONSIBILITIES**

The Customer acknowledges that the Order acceptance e-mail sent by TTP must be kept with care and brought with him/her (in paper or electronic format) when going to the Area as it is an element that allows the delivery of the service. The Customer also accepts that in case of loss of the Order acceptance e-mail or reservation number, TTP cannot be held responsible in case of any delay in the delivery of the Service.

The Order acceptance e-mail represents the only document for vehicle pickup. TTP, therefore, is not obliged to verify the ownership of the vehicle referred to person who exhibits the Order acceptance e-mail, thereby releasing TTP from any and all liability in this regard. Any consequence resulting from the loss of the documents necessary to collect the vehicle, therefore, is the sole responsibility of the Customer.

The assistance by TTP is guaranteed during the opening hours of the Areas; the request for extraordinary opening of the Areas must be agreed with TTP; the rate for this service will be Euro 50.00= to be paid in advance at the time of the request according to the procedures that TTP will specify.

It is strictly forbidden for Customers to:

- Enter the Areas without a Reservation;
- Obstruct in any way the movement and the operation of the facilities;
- Practice any form of camping and/or equipped parking, even if temporary;
- Leave, in the parked vehicles, flammable or explosive materials and/or substances (except for what is contained in the fixed tank), dangerous objects or objects whose presence may otherwise constitute a danger;
- Carrying out any transfer of fuel within the Areas;
- Dumping oil or anything else that may stain on the floor of the Areas;
- Perform any repair work within the Parking Areas;
- Shelter vehicles with fuel or oil leakage.

Customers are required to:

- Locate the vehicle in such a way as to occupy only one Parking Area and not create an obstacle to the occupation of other parking areas or to traffic (under penalty of payment for occupation of another parking area to be made before the end of the Rental);
- Leave the vehicle with the engine off, perfectly braked;
- Proceed at an appropriate speed so as not to create danger;
- Comply with the rules of the Highway Code, the signs present and any staff directions.

TTP is authorized to have vehicles allocated in the relevant Area removed, in case they are allocated irregularly or if they constitute an obstruction, with charges, risks and expenses borne by the Customer.

The Customer is responsible for complying with the requirements included in these General Conditions for damages caused to his or her own or others' vehicles, persons or property, including the equipment of the Areas, and is required to notify TTP personnel to allow the facts to be established, without moving the vehicle from the location of the accident.

TTP is not liable for direct/indirect damage caused by third parties to the vehicle, nor for damage to and/or theft of luggage or other items left in the vehicle.

Any damage to the vehicle, i.e. theft of the same or theft of accessories, spare parts or individual parts of the vehicle however occurring within the Areas, must in any case be reported before moving the vehicle, without delay, to the personnel on duty.

TTP is not responsible for the occurrence of damages to vehicles and other property of Customers allocated in the Rental Area resulting from weather events and storm surges.

TTP shall not be liable for the occurrence of damage resulting from the delivery of services in addition to those governed by these general conditions, even if the same have been performed by third parties on behalf of TTP and for the benefit of Customers.

## **5. INFORMATION PURSUANT TO EU REGULATION 2016/679 ("GDPR")**

### **WHY THIS NOTICE**

This information will allow the Customer to know in detail how the personal data he/she provided will be processed by filling out the form to take advantage of the services offered by Trieste Terminal Passeggeri.

### **WHO IS THE DATA CONTROLLER**

Trieste Terminal Passeggeri S.p.A is the owner of the processing Customers' personal data.

The headquarters are located in Punto Franco Vecchio Molo IV - 34135, Trieste, and the contact details are as follows: E-mail: [privacy@triesteterminalpasseggeri.com](mailto:privacy@triesteterminalpasseggeri.com)

### **WHAT TYPE AND NATURE OF THE DATA ARE PROCESSED**

When filling out the form on the site, personal data will be collected, i.e. data that allow identification, even indirect, such as name, surname, address, E-mail, vehicle data used, or other data that will be spontaneously re-rental when filling in the free space.

### **DATA OF MINORS OF 16 YEARS**

Minors under the age of 16 are not authorized to provide any personal data or register to the site. If it is verified that the statements made are not true, all data received will be deleted.

### **PURPOSE AND LEGAL BASIS OF LAWFULNESS OF THE PROCESSING**

The collected data will be used for the following purposes:

- to allow the re-rental of information upon data owners' request.
- for the execution of the requested service.
- to manage any relationship with the Customer from a contractual, accounting, tax point of view;

The data of a common nature may be processed even without the Customer specific consent and this to satisfy Customer requests and for the pre-contractual and contractual purposes related to the requested service, as well as to fulfil the related legal obligations to which the Data Controller is subject.

The Customer is free to provide his/her data, but in the absence of the requested data it will not be possible to conclude or execute the service and his/her requests.

### **DATA PROCESSING**

The processing of Customer data takes place at TTP office, through the use of telematic, paper, electronic or automated tools and is carried out by authorized and instructed subjects within the limits of the task assigned to them, for the time strictly necessary to achieve the purposes for which they are been collected. Customer data, in particular, will be kept for the duration of the contract and, afterwards, for the time necessary to fulfil tax obligations, or for other purposes provided for by law or regulation. In the absence of a contract, the data will be deleted after 12 months from collection.

### **COMMUNICATION AND DISCLOSURE OF DATA**

Customer personal data may be disclosed to the following categories of subjects:

- a) to TTP suppliers and to companies that manage payments (PayPal) to provide Customer with the requested service;
- b) to data processing companies and IT services, professionals, companies or consultancy firms, companies operating in the supply of services for the execution of the contract.

These subjects will operate as independent Data Controllers, or will be designated as Data Processors with a specific contract or legal act.

The subjects to whom this option is granted by law or regulations (e.g. public safety authorities) will be able to access the data.

The data will not be subject to an automated decision-making process, nor will profiling of any kind be carried out.

Personal data will not be disclosed, nor will it be transferred to third countries or to international organizations

### **RIGHTS OF THE INTERESTED PARTY**

Here below the rights recognized to Customers:

- To request access to Customer personal data and information relating to them; the correction of inaccurate data or the integration of incomplete data; the cancellation of personal data (upon the occurrence of one of the conditions indicated in art.17, paragraph 1 of the GDPR and in compliance with the exceptions provided for in paragraph 3 of the same article); the limitation of the processing of personal data (if one of the hypotheses indicated in art.18, paragraph 1 of the GDPR occurs);
- To request and obtain - in the event that the data processing is legally based on the contract or on the consent and the same is carried out automatically - personal data in a structured and readable format by automatic device, also for the purpose of communicating such data to another data controller (so-called right to portability of personal data);
- To oppose at any time the processing of personal data, including profiling, in case of particular situations concerning the Customer;
- To withdraw consent at any time, limited to the cases in which the processing is based on the consent of one or more specific purposes and regards common personal data (for example date and place of birth or place of residence), or particular categories of data ( e.g. data revealing health or sexual life). The treatment based on consent and carried out prior to the revocation of the same, however, retains its lawfulness;

Customer requests should be addressed to Trieste Terminal Passeggeri S.p.A. to the contact details indicated above.

If Customer considers that there is a violation in the processing of his personal data, he/she can lodge a complaint with the Supervisory Authority of the place where you usually reside, work or where the alleged violation occurred. TTP informs that in Italy one can lodge a complaint with the Data Protection Authority.

#### **Art. 6 FURTHER INFORMATION ON THE GENERAL CONDITIONS OF CONTRACT.**

These General Conditions may be subject to change and the most updated version will always be available on the TTP Website.

TTP reserves the right to change these General Conditions at any time, without prior notice, it being understood that the Customer's Order, accepted by TTP in accordance with the provisions defined in these General Conditions, shall be governed by the General Conditions contained in the acceptance e-mail.

These General Conditions are governed by Italian law and in particular by the provisions on distance selling, contained in Chapter I of Title III of Part III of the Consumer Code (Legislative Decree no. 206/2005) and by the rules on electronic commerce set forth in Legislative Decree no. 70/2003.

For any need or complaint related to the purchase of the Services on the website, the Customer may contact TTP at the following e-mail address: [info@triesteterminalpasseggeri.com](mailto:info@triesteterminalpasseggeri.com); it is specified that no complaint may be considered after 30 days from the end of the Rental set by the exit of the vehicle from the parking lot.

The nullity, even partial, of one or more clauses of these General Conditions will not result in the nullity of the same, nor that of the remaining partially null clause.

#### **ART. 7 JURISDICTION, APPLICABLE LAW AND INTERPRETATION**

The jurisdiction for disputes that may arise in relation to these General Conditions is exclusively that of the judge of the place of residence or domicile of the Customer, if located in the territory of the Italian State. In all other cases, the Court of Trieste shall have exclusive jurisdiction.

These General Conditions are governed by Italian law.

In the event of any discrepancy between the Italian text and the text in a language other than Italian, the Italian language text shall prevail in the interpretation of these General Conditions.