

Extract from the terms and conditions of carriage valid from 15 July 2020

SECTION 1: Preamble and Contract of Carriage

Preamble

Whereas these Terms and Conditions of Carriage regulate the passenger rail transport service provided by TRENORD on the basis of the Service Contract stipulated with the Lombardy Region and as regulated by Act 6/2012. Whereas TRENORD has the functional licences for the provision of passenger service across the national and international territory, and the Safety Certificates issued for circulation on the RFI, Ferrovienord and FFS networks as reported in detail in Article 1 of the TRENORD Terms and Conditions of Carriage. Whereas the Terms and Conditions of Carriage are binding and must be strictly applied in all their parts. All those who, for any reason, use the transport service provided by TRENORD, are subject to the provisions stipulated in the Terms and Conditions of Transport, an extract of which is provided below.

Contract of Carriage

With the Contract of Carriage, TRENORD undertakes to transport the passenger from the place of departure to the place of destination. The Contract of Carriage is formalised by one or more tickets issued by TRENORD or by authorised retailers and delivered to the passenger, and is evidence, until proven otherwise, of the conclusion and content of the Contract of Carriage. The Contract of Carriage, concluded pursuant to the Terms and Conditions of Carriage, generally relates to the use of the train by the passenger and is represented by a ticket entitling the passenger to use the selected train service. However, the absence, irregularity or loss of the ticket does not exempt the passenger from full compliance with the Terms and Conditions of Carriage.

Customer information

In addition to the Terms and Conditions of Carriage, TRENORD guarantees information regarding the services offered in the following ways:

- **"Official Timetable"**, which shows the time of departure and arrival of trains (and substitute bus services), the number, period of operation, category, class, stops and all other relevant information;
- **"Notices to the Public"**, which contain the main information on the service and any changes, including temporary ones;
- **Audible Notices and Digital Signage** in the station;
- **"Website"** (www.TRENORD.it and www.TRENORD.it/en) which contains all the information relating to the transport service and reports the real-time updates of the rail service in the 'My-Link' section;
- **App**, which, in addition to the timetable, also reports the progress of trains in real time;
- **"My-Link Point"** offices in **Milano Cadorna, Milano P.ta Garibaldi** and direct contact points;
- **"Contact Center 02-72.49.49.49"** (at city rates) according to the opening times indicated on the TRENORD website.

Service in the event of a strike

On strike days, TRENORD guarantees 'minimum transport services' (otherwise defined as guaranteed trains), identified in the relevant trade union agreements and deemed suitable by the Strike Regulatory Authority for implementing the law on strikes in essential public services (Act 146/1990 and subsequent amendments and additions). These minimum services will guarantee train services during the busiest periods of the week. Any time the timetable changes, TRENORD informs passengers of the list of guaranteed trains on its website and through the official timetable.

Scope of use of tickets valid on TRENORD services

TRENORD tickets and travel passes, valid within the regional fare system, can be used:

- on TRENORD services, within the fare boundaries described in Appendix 3 of the Terms and Conditions of Carriage;
- on regional services operated by Trenitalia, TPER and TILO within the fare boundaries described in the aforementioned Appendix 3;
- on trains operated by Trenitalia Divisione Passeggeri Nazionale e Internazionale, of the Frecciabianca, ICN, IC and EC types, only if accompanied by the Carta Plus Lombardia, as per Article 42 of the Terms and Conditions of Carriage.

Rules of use

Passengers are obliged to take care of their tickets, adopting all appropriate precautions to avoid loss or theft, and to keep them for the duration of the journey until they leave the destination station and/or until they pass through the exit gates, where present. At the request of control staff, the passenger must show, when boarding the train and up until their exit from the station, their ticket and any documents conferred or which justify any price reduction applied. In the case of tickets issued in 'ticketless' mode, the traveller must provide the booking code (PNR) received at the time of purchase. For tickets in the person's name and those for which the price reduction applied or the use of other forms of facilitation require the entitled person to identify themselves, the passenger (including minors) is required to show a valid personal identification document or the 'IoViaggio' identification card, where necessary, as described in Appendix 11 of the Terms and Conditions of Carriage, if requested by control staff.

For tickets loaded onto an electronic card, the passenger is required to keep and show the receipt or, alternatively, the confirmation email, in addition to a valid identification document.

Sales channels

TRENORD's sales network is divided into different channels, listed below.

Direct sales channels:

- station ticket offices (the list of which is given in Appendix 6 of the T&Cs);
- automatic ticket machines in self-service mode;
- TRENORD website and app;

Indirect sales channels:

- affiliated ticket offices;
- travel agencies;
- Trenitalia website in Print@home mode;
- enabled ATMs (for travel passes only).

If a ticket office is closed and automatic ticket machines are unavailable or inoperative, a station is considered to be manned, i.e. capable of selling tickets, if a ticket vending machine outside the station is open and located within a distance of 200 metres from the station. At the time of purchase of the ticket, the passenger must ensure that it corresponds to the fare, type, class, route and itinerary requested, and to the name and number of persons indicated, under penalty of forfeiture of any right, except the right to reimbursement exercisable in accordance with Section 6. You must also check that the price paid corresponds to the price shown on the ticket and that, in the event of any change of currency, there are no errors.

Purchase and validation on board the train

It is permissible to purchase a ticket on board a train, should a passenger board without a valid ticket, from stations:

- without any sales channels;
- with a closed ticket office, with authorised ticket offices that are closed or open but at a distance of more than 200 metres from the station, and self-service ticket machines that are out of service;

In the cases referred to in points a) and b) above, the ticket will be issued without any surcharge. It is possible to purchase a ticket on board the train, in case a passenger gets on board without a valid ticket, from stations:

- equipped with a ticket office or ticket retailers open at a distance within 200 metres from the station;
- equipped with functioning automatic ticket machines in self-service mode.

In the cases referred to in points c) and d) above, the ticket will be subject to a supplementary charge equal to 3 times the price of the ordinary ticket in the lowest class and category in force. In all the above-mentioned cases, the passenger

is obliged to go immediately to control staff to regularise their situation; otherwise, she/he will be sanctioned according to the Terms and Conditions of Carriage (Section 5). It is not permitted to purchase tickets on board the train if the stations are equipped with access gates in operation and supervised by appropriate personnel. Validation on board the train is allowed if the passenger:

- boarded from a station with validation machines that are inoperative or not present at the start of the journey;
- has purchased a connection/extension ticket in magnetic format, with a station of origin other than the station of departure.

In order to request validation (except for electronic travel passes, pre-validated print@home or online tickets, and manually validated tickets), the passenger must go to the control staff immediately. Validation on board the train is never allowed if the passenger is in possession of a manually validated ticket.

SECTION 2: Fare s and tickets

Fares valid under the regional fare system

TRENORD adopts the fares issued by the Lombardy Region following a specific resolution, based on the distance between the stations of origin and destination for the requested travel route, as shown in the Unified Table of Polimetrics, published following a specific Regional Decree. The specifications for the various types of tickets are stipulated in Appendix 11 of the Terms and Conditions of Carriage. Appendix 4 of these Terms and Conditions details the rules for the use of tickets within the hub of Milan.

Types of tickets

Ordinary tickets are as follows:

- ordinary ticket (valid for a single journey);
- multi-ride ticket (a single ticket permitting a certain number of journeys);
- daily, multi-day (a single ticket permitting an unlimited number of journeys on one or more days);
- travel pass (valid for an unlimited number of journeys to be made in a predefined time frame which can be weekly, monthly, quarterly or yearly).

Validity of new tickets

Ordinary tickets and multi-ride tickets subject to validation do not expire if not validated. Tickets that are not subject to validation (e.g. print@home tickets) have a validity defined by their commercial characteristics. Tickets do not guarantee an allocated seat. Ordinary tickets and individual multi-ride tickets, once validated, have hourly validity depending on the number of kilometres travelled, as specified below:

- from 0 to 50 km, equivalent to 3 hours;
- from 51 to 200 km, equivalent to 6 hours;
- over 200 km, equivalent to 24 hours.

The following tickets, regardless of the format in which they are sold, have the following validity:

Daily: between the end of the service on the day of validation or even after midnight, until the last journey indicated on the official timetable for that day.

Multi-day: valid from the day of validation for 1, 2, 3 or 7 days respectively, until the end of the service on the last day or even after midnight, until the last journey indicated on the official timetable for that day.

Weekly: from Monday to Sunday.

Monthly: calendar month (from the first to the last day of the month of validity).

Quarterly: from the first day of the calendar month in which validity begins to the last day of the third month thereafter.

Annual: from the first day of the calendar month in which validity begins to the last day of the twelfth month thereafter.

Validation of tickets

Tickets subject to validation must be validated at the start of the journey, before the departure of the train (or on the first day of use in the case of multi-ride or season tickets), using the appropriate validation machines, according to the format of the ticket in the passenger's possession. Tickets purchased online through the TRENORD Store or App, and subject to activation in Tap&Go mode, must be validated before boarding the train on which the passenger intends to travel. Passengers in possession of manually validated tickets are always obliged, if they do not proceed to mechanical validation, to have 'stations of departure, date and time' written in indelible ink in the spaces provided, before accessing the service.

Reduced fares for children, young people and people over 60 and 65 years of age Children: notwithstanding the optimal conditions provided by the 'Io viaggio in famiglia' (family travel) option, children aged between 4 and 14 years old (not yet turned 14) travel at a 50% discount on the regional rail fare. Children under the age of 4 travel free of charge; **Seniors citizens:** women over 60 years of age and men over 65 years of age can purchase tickets at the regional rail fare with a 20% discount, subject to the existing minimum fare.

Integrated tickets:

TRENORD adopts the integrated tickets approved by the Lombardy Region, as stipulated by current regulations. Pending the implementation of the provisions of Regional Regulation No. 4, of 6/6/2014, TRENORD has introduced the following Integrated Tickets:

- Io Viaggio Ovunque in Lombardia (IVOL);
- Io Viaggio Ovunque in Provincia (IVOP);
- Io Viaggio TreCittà.

Within the fare framework defined by the agreement between the LPT Agency of the Metropolitan City of Milan, Monza and Brianza, Lodi and Pavia and the Lombardy Region, as per DGR No. XI/2088, of 31/7/19, TRENORD applies the STIBM Milan, Monza - Brianza integrated fare system. TRENORD also has agreements with other Local Public Transport companies to offer integrated tickets in order to facilitate and incentivise the use of different modes of public transport.

Supra-regional fare tickets:

Tickets at supra-regional fares are issued in the following types:

- one-way tickets;
- monthly and annual passes.

Tickets issued with the application of the supra-regional fare, regardless of the number of kilometres travelled, are valid for one day (they can be used until 11.59pm of the day indicated) and require validation, after which they are valid for 4 hours. Such travel passes do not qualify for the bonus. The Terms and Conditions of Carriage contain the geographical boundaries for the purpose of applying the supra-regional fare (Appendix 3).

Carta Plus Lombardia: conditions of use

The 'Carta Plus Lombardia' allows for the use of Trenitalia long-distance rail services, as well as regional services in 1st class and the Malpensa Airport service, if used in combination with a valid travel pass. The 'Carta Plus Lombardia' can be valid for one month or one year and is issued only to passengers who reside in Lombardy. It must always be combined with the following monthly or annual travel passes valid for routes within the fare boundaries, including regional extensions:

- "Carta Plus Lombardia Mensile" that can be used in combination with the integrated tickets 'TrenoCittà' and Monthly IVOL;
- "Carta Plus Lombardia Annuale" can be used in combination with Yearly IVOL (and Quarterly IVOL) travel passes and the Io Viaggio Ovunque in Lombardia-Agevola (IVOLA) pass.

Both cards (monthly and annual) allow you to travel in 2nd class on Trenitalia's Frecciabianca and Intercity trains without a guaranteed city, as well as in 1st class on regional trains and on the Malpensa Airport connection. The 'Carta Plus Lombardia', if used with the 'Io Viaggio Ovunque in Lombardia' pass and/or passes loaded onto the IVOL Agevolata card, is issued with a validity limited to the relationship declared by the passenger. In the case of the 'Io viaggio TrenoCittà' pass, the relationship declared by the passenger must coincide with that provided for by the validity of the supporting ticket. Travel passes for journeys on Trenitalia medium-and long-distance trains of the IC, ES* and ES* City categories, are valid on TRENORD services if purchased with a fare extension.

Section 3: Types of transport

Transport for people with disabilities and reduced mobility

TRENORD applies non-discriminatory access and usability rules for regional rail transport for disabled people and people with permanent or temporary reduced mobility (e.g. people with walking difficulties, pregnant women, etc.), in accordance with Regulation (EC) No. 1371/2007, Chapter V, maintaining a constant relationship with the associations representing the aforementioned persons.

Accessibility, Assistance, Conditions

TRENORD guarantees accessibility to the regional rail service. The conditions needed to enable the service to be used are:

- the accessibility of the requested train (station of departure and arrival, train suitability);
- safety conditions for the transport of disabled people, according to Art. 25 of D.P.R.N. 503/1996.

TRENORD, where possible, provides information and assistance before, during and after the journey, and ensures the accessibility of trains to people with disabilities and/or reduced mobility. In particular, assistance shall include all reasonable efforts made where the severity of the person's disability or reduced mobility does not allow him or her to use the rail service independently and safely. This assistance shall be provided free of charge. To use the assistance service, passengers must send a request to TRENORD at least 48 hours before the departure of the train to the toll-free number 800 210 955 (active every day from 8.15am to 7.45pm), or by email to: disabili@TRENORD.it. When it is not possible to satisfy the above-mentioned access conditions, TRENORD may ask the customer to be accompanied by a person able to provide him/her with the necessary assistance.

Responsibility for the safe travel of people with disabilities

Access to disabled passengers and passengers with reduced mobility who use wheelchairs will be given to the number of people up to the number of wheelchair-accessible seats available, unless other restrictions apply on the route of travel. If there are no equipped seats, the presence of a single disabled passenger using a wheelchair and/or accompanying person is allowed. In any case, transport is guaranteed between two locations equipped with independent or assisted access. The presence of disabled passengers and/or passengers with reduced mobility using wheelchairs beyond the number of wheelchair spaces per train is only allowed with the explicit authorisation of TRENORD.

Transport for people travelling in groups

TRENORD grants special fare conditions to groups of at least 10 people travelling together, on the same route and in the same class, excluding trains for which the Official Timetable contains a note of non-eligibility. Groups are granted a 20% discount on the fares valid under the regional fare system, in compliance with the existing minimum fare. Groups of children up to 14 years of age benefit from the children's fare

equal to 50% of the fares valid within the regional fare system, except for the Milan-Monza STIBM. No gratuities are granted, except for the accompanying person of a disabled person or person with reduced mobility (one per person). The request for booking a group trip must be made at least 5 working days before the trip is due to take place, using the appropriate form, available on the website www.TRENORD.it, in accordance with the procedures set out in Art. 52 of the Terms and Conditions of Carriage.

Bicycle transportation

Please refer to the provisions of the Terms of Conditions of Carriage in Art. 53 and 54, and as published periodically on the website.

Transport of persons travelling with animals

Dogs, cats and other small pets can be transported free of charge, in 1st and 2nd class, in the appropriate container with dimensions not exceeding 70x30x50cm, and such as to prevent injury or damage to passengers and vehicles. The transport of a dog of any size on a leash is allowed, upon payment of the fee, if provided with a muzzle and in possession of the certificate of registration with the canine registry, on the platform, with the exception of the time bands from 7.00am to 9.30am and from 5.30pm to 7.30pm on weekdays from Monday to Friday. Time slots do not apply to dogs accompanying passengers with boarding passes on MXP trains to or from the airport. Guide dogs accompanying blind passengers shall travel without the restrictions laid out in this article. For travel arrangements and fares, please refer to Art. 55 and 56 of the Terms and Conditions of Carriage.

Transport of persons travelling with luggage, pushchairs and prams

Please refer to the provisions of the Terms of Conditions of Carriage in Art. 57 and 58.

SECTION 4: Obligations and responsibilities of TRENORD and the passenger

Behaviour of passengers and the general public on and near the railway line

Anyone using the regional rail service must:

- observe and comply with the warnings, invitations and provisions of TRENORD and the staff in charge, as well as the provisions of D.P.R. No. 753/1980, with reference to administrative and functional regularity, as well as organisation and safety;
- report to the train departure platform well in advance of the scheduled departure time;
- while waiting for trains on the platform, keep a safe distance from the tracks, indicated by the yellow lines. Please read the whole of Section 4 of the Terms and Conditions of Carriage carefully.

Actions against TRENORD

Only the passenger in possession of a valid ticket has the right to take action against TRENORD for the cases provided for by the regulations in force.

SECTION 5: Sanctions

Customers are invited to carefully read the Terms and Conditions of Carriage, from Art. 78 to Art. 98.

SECTION 6: Refunds and duplicates

According to the provisions of the Terms and Conditions of Carriage (Art. 99 to 106), the passenger may request a refund for an unused ticket or travel pass issued with the TRENORD VAT number.

The claim may be:

filed by

- the holder of the ticket not in the person's name;
- the holder of the ticket in the person's name or to be regarded as such due to the elements contained therein;
- for groups, the trip organiser, the leader of the group or, in the case of partial reimbursement, the individual member;
- the representatives of the eligible persons.

conducted via

- a special form, available at ticket offices, My-Link Points and on TRENORD's website, accompanied by the original ticket and the identification documents of the entitled person and any representatives;
- a written request sent by post, also by registered mail, to TRENORD at the address shown in Appendix 1 to these Terms and Conditions of Transport, indicating 'Refund request' as the reason for the request;
- request by certified mail to rimborsi.TRENORD@legalmail.it, indicating 'Refund request' as the reason;
- for tickets purchased through the TRENORD website and/or TRENORD web applications, the request can be made directly online, quoting the order number and the relative PNR.

presented to

- the TRENORD ticket offices and My-Link Points listed in Appendix 6;
- the TRENORD Refund Office.

For holders of a ticket loaded onto an electronic card, the simultaneous refund can only be made by presenting the request at an enabled My-Link Point, indicated on the TRENORD website. The ticket office will make the refund directly when it is in a position to verify the circumstances justifying the request. Otherwise, the file will be forwarded to the TRENORD Refunds Office.

Compensation for delays as per EC Regulation No. 1371/2007

In accordance with the provisions of Articles 16 and 17 of Regulation (EC) No. 1371/2007, and notwithstanding the right to transport, in the event of a train delay of more than 60 minutes both at the departure point and at the destination (with respect to the places indicated on the ticket/travel pass), the passenger may request compensation from TRENORD in accordance with the provisions of Art. 110, 111 and 112 of the Terms and Conditions of Carriage.

Compensation for delays to subscribers under the Service Contract (Bonus)

TRENORD pays compensation to travellers in cases where the service quality standard is not respected, according to an indicator agreed and defined within the Service Contract with the Lombardy Region. The compensation applies to ordinary rail season tickets as well as to 'Io Viaggio TrenoCittà' integrated travel passes. Passes for routes with a high level of service (frequency) throughout the day, as referred to in Appendix 6, are excluded. Appendix 6 of the Terms and Conditions of Carriage contains the rules for assigning stations to the routes.

Content and delivery methods

For monthly subscriptions, recognition of the compensation, for a given month and a given route, entitles the holder to a reduction that will be paid automatically in the third month following the month in reliability index was surpassed. For annual travel passes sold under the Single Regional Lombardy Fare, it is possible to request a refund of 1/12 of 10% of the travel pass price for each month in which the threshold was exceeded on the route used, up to a maximum annual value of 10% of the travel pass price. For further details, please refer to Art. 113 and 114 of the Terms and Conditions of Carriage.

Complaints

The passenger may lodge complaints, in written form:

- through the TRENORD website in the complaints section;
- by filling in the specific form available at station ticket offices or at My Link Points;
- by sending a request by letter, certified email or fax, with 'Complaint submission' the reason for the request, to the addresses/numbers listed in Appendix 1 to the Terms and Conditions of Carriage.

Within 30 days, TRENORD will provide a response [exclusively in relation to its services] or, if it is not possible within this period, inform the passenger of a different date. In any case, the response must be given within three months from the receipt of the complaint. The passenger may also complain to the Transport Regulation Authority about violations of the provisions of Regulation No. 1371/2007. A complaint to the Authority shall be inadmissible if a complaint has not already been submitted to the company. The complaint must be presented according to the procedures described in Art. 116 of the Terms and Conditions of Carriage. **Privacy obligations**

The data controller is TRENORD S.r.l., with registered office at Piazzale Cadoma 14, 20123, Milan. The person responsible for the protecting personal data is the TRENORD data protection officer, who can be contacted at the registered office of TRENORD indicated above, or by email at the following address: privacy@TRENORD.it

To consult the Terms and Conditions of Carriage and for anything not expressly mentioned herein, please refer to the complete version:

- available at the following page <http://www.TRENORD.it/assistenza/condizioni-di-transporto.aspx>
- at all ticket offices, authorised sales points and My-Link Points in Milano Cadorna, Milano P.ta Garibaldi and Saronno.