

## GENERAL TERMS AND CONDITIONS OF SALE

### Introduction

These General Terms and Conditions of Sale apply to Customers (natural or legal persons) who purchase through the <https://atmosfera.atm.it/> website.

The Customer fully accepts and undertakes to comply with ATM's General Terms and Conditions of Sale.

These General Terms and Conditions do not apply to the exclusive rental of the tram.

### 1 Definitions

- 1.1 The Vendor is **Azienda Trasporti Milanesi S.p.A.**, with registered office in Milan 20121, Foro Buonaparte 61, telephone number +39 02 4803 11, enrolled in the Register of Companies of Milan MI – 1573142, fiscal code 97230720159, VAT number 12883390150, hereinafter for brevity referred to as "ATM".
- 1.2 The Customer is the natural or legal person who concludes the purchase of the service on the ATM website.
- 1.3 'Parties' means the Vendor and the Customer.
- 1.4 'Website' means the website <https://atmosfera.atm.it/>, managed by ATM, through which the online purchase of the service is finalised.

### 2 General Provisions

- 2.1 These General Terms and Conditions of Online Sale govern the general relations between the Parties and are accepted by the Customer during the online purchase process. They can always be consulted on the website by clicking on the 'Book your table' link and then on the 'General Terms and Conditions of Sale' at the bottom right of the page.
- 2.2 The Customer is aware that the General Terms and Conditions of Sale that are published on the Website may vary.
- 2.3 All further information on the service can always be consulted on the Website, by clicking on the 'Book your table' link and then on 'Info'.

### 3 Subject

- 3.1 These General Terms and Conditions have as their subject the sale of the itinerant catering service on board the ATMosfera tram, as provided on the Website.

## 4 Booking

- 4.1 Booking is mandatory and can be made exclusively via the Website. It is possible to book an even number of seats up to a total of 8 (which corresponds to the maximum number of persons accepted that can be booked by the same customer); only for last minute bookings (7 days to 74 hours before the date of the meal) it is possible to book an odd number of seats.

## 5 Conditions

- 5.1 ATM reserves the right to cancel the service for technical and commercial reasons, always giving notice. This also includes cancellations due to force majeure, such as:
- unavailability of vehicles, breakdowns, vandalism;
  - impediment to work;
  - strikes and other actions carried out by workers' organisations and trade unions;
  - natural events;
  - local public transport service needs, such as traffic and safety, by order of the Authorities, and for any other public order requirements.

In the event of cancellation for the above-mentioned reasons, you will only be notified by e-mail and/or telephone to the contact details provided during the booking process, and you will have the option of using the amount already paid to book another date or of obtaining a refund without recognition of further compensation and/or damages in favour of the Customer.

- 5.2 ATM reserves the right to modify the service due to local public transport, traffic, or road or safety needs by order of the Authorities as well as for any other need of public order, without any refunds, compensation, or damages being paid to the Customer.
- 5.3 ATM shall not be liable for reimbursement for vehicle stoppage due to hindrances on the route, nor in the event of suspension and/or interruption of service execution for road and safety needs, by order of the Authorities as well as for any other need of public order. The Customer shall not be entitled to claim any refunds, compensation, interest or damages for direct or indirect losses resulting from the non-performance or partial performance of services.
- 5.4 ATM reserves the right, at its sole discretion, to discontinue the service, without giving any recognition of compensation, reimbursement or compensation for damages, if the conduct of the Customer or his guests during the provision of the service does not allow for safe provision. This is without prejudice to ATM's right to compensation for damages, which can be enforced in any court.
- 5.5 It is recommended to arrive at least 15 minutes before the scheduled service time. In the event of a delay by the Customer, the restaurant tram will still depart at the scheduled time and it will not be possible to move the reservation to another date or request a refund.

## 6 Prohibitions

- 6.1 Smoking, including electronic and comparable cigarettes, is strictly forbidden in the vehicle for the entire duration of the service, as is the consumption of alcoholic beverages not served by the on-board staff.
- 6.2 The Customer undertakes to comply and to ensure that diners attributable to them, for the entire duration of the service, comply with the aforementioned prohibition; in the event of failure to comply with this prohibition, the Customer hereby undertakes responsibility for any and all damages and/or prejudicial consequences, directly and/or indirectly, caused to diners, ATM, its employees and third parties.
- 6.3 Consequently, the Customer undertakes to indemnify and hold ATM harmless from any action that may be brought against it, assuming the obligation to compensate any and all damage suffered by guests, ATM employees, and any third parties, as a result of non-compliance with the aforementioned prohibitions.
- 6.4 Without prejudice to the provisions of the preceding paragraphs and without prejudice to the right to compensation for damage, in the event of non-compliance with these prohibitions, if it deems it appropriate for security reasons, ATM may at its sole discretion discontinue or interrupt the service, and the Customer and/or its guests will not be entitled to any compensation and/or indemnity.

## 7 Vehicle accessibility and interior dimensions

- 7.1 Before purchasing any service via the Website, the measurements and dimensions of the facility's spaces must be taken into account. They can be consulted at: <http://www.atm.it/it/AltriServizi/TempoLibero/Pagine/ATMosfera.aspx>. Once the aforementioned conditions have been accepted, no compensation or indemnity is granted by ATM.
- 7.2 The ATMosfera restaurant trams are the result of a careful adaptation and restyling of two of the oldest and most iconic Trams in Milan, which retain their original early 20th-century structure. The interior space has been optimized for tables and seats in a fixed position, non-removable and non-modifiable. Consequently, no changes or shifts to the spaces can be made on board.
- 7.3 As there are no anchorage points or attachment devices, for safety reasons, no additional seats and/or pushchairs and/or prams and/or wheelchairs in an open position can be transported.
- 7.4 The Customer, as described in the preceding paragraphs, is required to assess, before purchasing, the suitability of the vehicle for reasons of reduced mobility or due to body size requirements. ATM also declines any liability for damage or inconvenience resulting from structural limitations.

## 8 Transport of animals

The transport of animals is not permitted.

## 9 Changes and cancellations

9.1 By accessing the online booking Website <https://atmosfera.atm.it/> in the "Your reservation" section you can modify or cancel your request, according to the following rules. The system calculates exactly the elapsed time, in hours and minutes, from the reservation date and time.

**Up to 7 days before the event** (the 7 days are calculated from the start time of lunch or dinner), it is permitted:

- to modify the menus for free;
- to change the reservation date for free based on calendar availability, by selecting a new one in the current calendar year;
- to reduce the number of participants by 2 or multiples of 2, compatibly with the availability of tables. For cancelled seats, 70% of the initial amount is refunded;
- to cancel the reservation and 70% of the initial amount is refunded.

**From 7 days to 74 hours before the event** (the 7 days are calculated from the start time of lunch or dinner), it is permitted to:

- modify the menu for free;
- reduce the number of participants, with no right to reimbursement for cancelled seats;
- cancel the reservation, with no right to a refund.

**Reservations cannot be changed within 74 hours prior to the start of the event.**

9.2 **Refunds** are made by bank transfer, subject to communication by the Customer, by e-mail or infoline, of the following data:

- IBAN;
- current bank account holder
- beneficiary's bank;
- bank address;

For residents abroad, it is also necessary to indicate:

- BIC/SWIFT code;

## 10 Methods of payment and access to trams

10.1 Payment shall be made in advance and at the time of booking on the Website via the WORLDLINE system available on credit circuits.

10.2 A voucher is issued upon successful payment, which is the only document allowing boarding of the ATMosfera tram.

## 11 Jurisdiction

11.1 These General Terms and Conditions of Sale are governed by Italian law

11.2 Any dispute concerning these General Terms and Conditions shall be subject exclusively to the Court of Milan.