

## GENERAL SALES CONDITIONS

### 1 Forewords

1.1 These general sales conditions apply to the Customers (natural persons or legal entities) making purchases through the website <https://atmosfera.atm.it/>;  
The Customer fully accepts ATM's general sales conditions and undertakes to comply therewith.

### 2 Definitions

2.1. The Seller is **Azienda Trasporti Milanesi Servizi Diversificati S.R.L.**, with registered office in Milan 20121, Foro Buonaparte 61, Phone no. + 39 02 4803 11 - Fax + 39 02 4803 6210, registered with the Companies Register of MILAN under no. MI - 1938445, tax code 07140070967, VAT no. 07140070967, hereinafter referred to as "**ATM**";

2.2 The Customer is the natural person or legal entity joining the e-commerce platform and purchasing the on-line service;

2.3 "Parties" means the Seller and the Customer;

2.4 "Website" means the website <https://atmosfera.atm.it/>, operated by ATM, through which the on-line purchase is made.

### 3 General Provisions

3.1 These General On-line Sales Conditions shall govern the commercial relationship between the Parties.

3.2 The Customer is aware that the General Sales Conditions published on the Website may be subject to amendments.

### 4 Pre-contractual information

4.1 The pre-contractual information for the Customer is available on the website pages and it is provided before the Customer is bound by any on-line distance purchase, and such information shall always be available by clicking on the "Sales Conditions" link on the Website.

### 5 Subject

5.1 These General Sales Conditions shall govern the offer, the forwarding and the acceptance of purchase order for goods and services on the Website.

### 6 Reservation

6.1 To be made only by the Website. It is possible to reserve double seats up to a total of 8 covers (which correspond to the maximum number of persons allowed within reservations made by the same Customer); only for last minute reservations (from 7 days to 74 hours before the date of the meal) it is possible to reserve an odd number of seats.

### 7 Terms

7.1 ATM reserves the right to cancel the service due to technical and commercial reasons, always giving to the customer a 24-hour notice.

This does not include cancellations due to force majeure:

- unavailability of out-of-order means and vandalism;
- impossibility to perform the work activity;
- strikes and other actions implemented by workers' organizations and trade unions;
- acts of God.

In the case of cancellation due to the aforementioned reasons, the Customer shall be notified by e-mail and/or telephone to the contact details provided upon making the reservation, and the Customer shall be entitled either to use the amount already paid to reserve another service or to be refunded.

7.2 ATM shall make no refunds for any stop of the means due to hindrances on the route. The Customer shall not be entitled to any compensation, interest or reimbursement for direct or indirect damages arising from the partial provision of, or to the failure to provide, the service.

7.3 ATM reserves the right, at its sole discretion, to suspend the service, excluding any compensation or reimbursement, if the behavior of the Customer or of its guests during the performance of the service does not allow a fully safe performance.

Notwithstanding ATM's right to claim for compensation of damage, which may be exercised in any place.

7.4 The Customer should show up at least 15 minutes before the scheduled time of the service. In the case of delays, the tram-restaurant shall leave in compliance with the scheduled time and the reservation may not be postponed to another date, and no reimbursement shall be acknowledged.

No reimbursement or compensation shall be given for delays of the tram-restaurant due to traffic issues.

## **8 Smoking ban on the vehicle and prohibition to drink alcoholic drinks not administered by the on-board personnel**

8.1. It is strictly forbidden to smoke in the vehicle throughout the performance of the service, as well as it is strictly forbidden to drink alcoholic drinks not administered by the on-board personnel.

8.2 Therefore, the Customer undertakes to comply, and to ensure that the guests it has authorized to board the vehicle comply, throughout the performance of the service, with the above mentioned rules; in the case of any violation, the Customer hereby undertakes to indemnify and hold harmless ATM for damages, including those suffered to the other bystanders, to ATM and/or third parties/properties.

8.3 Notwithstanding the provisions of paragraph 2, in the case of any violation, ATM may, at its sole discretion, interrupt the service, without prejudice to claim for further compensation of damages.

## **9 Accessibility to the wagons and internal dimensions**

9.1 Before purchasing any service on the Website, please see the dimensions of the area of the tram.

These are available at: <http://www.atm.it/it/AltriServizi/TempoLibero/Pagine/ATMosfera.aspx>

9.2 The ATMosfera tram-restaurants are provided with architectural barriers dating back to 1929. The internal area has been optimized to obtain fixed tables and seats, recommended for people up to 1.90 m tall.

We invite our Clients to take into consideration the measures for the organization of the dining area, in particular:

- the height of the table top is about 70 cm;
- its structure under top is 22 cm from the seat;
- the space between the back of the seat and the table edge is 33 cm and the seats are 45 cm high.

Therefore, the special structure is not suitable to accommodate prams, wheelchairs, persons with reduced mobility, corpulent or oversize persons.

9.3 Since the tram is not equipped with anchorage points or fastening devices, for safety reasons, no open prams and strollers may be boarded.

## **10 Transportation of animals**

10.1 It is not allowed to transport animals.

## **11 Amendments and cancellations**

11.1 Please, see: <http://www.atm.it/it/AltriServizi/TempoLibero/Pagine/ATMosfera.aspx>

## **12. Payment and access to the tram methods**

12.1 The payment shall be made in advance upon completion of the reservation, through the BNL POSITIVITY AXEPTA system available on the credit circuits.

After successful payment, the Customer shall receive a voucher, which is the only document allowing to board the tram.

## **13 Jurisdiction**

13.1 These general sales conditions shall be governed by the Italian law.

13.2 Any dispute arising from or in relation to these general conditions shall be submitted to the exclusive jurisdiction of the Court of Milan.