# General Terms and Conditions of Sale and Use of the website <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a>

#### **Preamble**

CFR Călători proposes the online sale of railway services, consisting of international train tickets in international traffic.

International train tickets can be purchased via <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a>

#### 1.Overview

The railway service available on this website is the one undertaken by CFR Călători, within the international collaboration in the field of activity with the other foreign railway carriers.

Railway services are sold on behalf of and under the responsibility of CFR Călători.

#### **Definitions**

*Order* – all requests for tickets and reservations made and validated by the user on the website <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a>;

*International ticket* is equivalent to *ticket*;

General Terms and Conditions – these General Terms and Conditions of Sale and Use;

*Specific Terms and Conditions* – Specific terms and conditions of railway services, available on the website before the validation of any order;

Railway service – international tickets and seat reservations related to the train journey;

*User* – any person accessing <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a>;

The term *User* is equivalent to *you*.

#### 2. Use of the website

#### 2.1. Terms of use

We kindly ask you to carefully read these General Terms and Conditions, which must be accepted when creating the user account.

We recommend downloading and/or printing and keeping a copy.

The railway service order may only be completed by registered users who have read and accepted these General Terms and Conditions, as well as the Specific Terms and Conditions, submitted to the user before making the payment.

Continuing the purchase process is impossible without accepting the General Terms and Conditions. The access to <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a> is unrestricted.

The user must be at least 18 years old to be legally able to contract and to use this website according to the General Terms and Conditions.

You are financially responsible for the use of the website, both on your own behalf and by third parties on your behalf, including by minors, except when proving that the fraudulent use is not the result of your mistake or negligence.

You guarantee the truthfulness and accuracy of the information provided by you or by any third party using your data on the website.

It is our responsibility to make sure that the information (ID, email address, postal address, etc.) provided by you for your order is correct.

Fraudulent use of this website or contrary to the General Terms and Conditions will result in the refusal to access this site.

# 2.2. Canceling an order

The order is cancelled from the user menu only by the logged-in user.

All conditions of order cancellation and refund of the price paid are defined in Specific Terms and Conditions

Please note that some railway services do not allow cancellation, price refund or adjustments.

In case of cancellation and refund, fees are charged (commissions).

# 2.3. Delivery

International train tickets and travel documents, issued based on a railway service, ordered online, are:

- taken from the CFR Călători station mentioned on the order,
- shipped exclusively in Romania, by courier at the specified delivery address
- sent via email in pdf (A4) format option available only for certain routes

Courier shipping fee is paid at destination, when delivering the tickets.

Courier delivery is not provided on Saturdays and Sundays.

If delivery is not possible from your fault, courier shipping fee both for delivery and return, shall be charged from the railway service to be reimbursed.

#### **2.4. Proof**

Data recorded by the CFR Călători information system, namely the electronic mail data and the international electronic sales system must necessarily have probative value for both the order made and for the obligations undertaken by the parties, except the case of an error of <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a>.

Data on computer or electronically recorded data and kept by CFR Călători are an evidence and if provided as evidence by CFR Călători in any litigation or other situation, shall be reused, valid and binding on the parties in the same manner, under the same conditions and with the same probative force as any document that would have been drafted, received or recorded in writing.

# 3. General Terms and Conditions applicable to railway services, available on the website

Railway services are sold on behalf of and under the responsibility of CFR Călători.

All Specific Terms and Conditions regarding the provision of railway services are available when making the order. These Specific Terms and Conditions shall be an integral part of these General Terms and Conditions and must be carefully and fully read and accepted before any order is completed.

#### 3.1. Online international ticket sale

International train tickets in international traffic are sold through the website.

You can buy international tickets for origin-destination routes, with compulsory seat reservation. You can travel by regional trains without seat reservation.

International tickets allow international journey by one or more trains, including domestic trains in connection with international trains.

International tickets can be purchased for both adults and children. The considered age of the child is that of the first day of the journey.

You can buy tickets and make reservations for a maximum of 5 people by order. A child is considered a person and needs a ticket.

Holders of railway facilities on the Romanian territory can not use them to buy online tickets for international traffic.

# 3.2. Online sale – purchase in advance

International tickets can be purchased online only for available trains in the sales application, maximum 3 months in advance, unless the chosen journey includes domestic trains (trains with departure and arrival stations in Romania) for which the anticipation will be maximum 30 days, but not later than:

- 30 minutes before the beginning of the journey departure hour of the first train if choosing to receive the tickets via email
- 2 hours before the beginning of the journey departure hour of the first train if picking them up from a CFR Călători station are chosen
- 8 days before the beginning of the journey departure hour of the first train if choosing the delivery of ticket by courier.

#### 3.3. Reservation

International tickets bought online, require compulsory seat reservation. Children up to 4 or 6 years old, depending on the route, travel freely, but without a reserved seat. Should you request a separate seat for children up to 4 or 6 years old, depending on the route, then you must address to an international ticket office. Children which do not travel freely are considered payer children (passengers).

When purchasing international online tickets, seat reservation is compulsory for both adults and payer children, for all types of seats onboard.

The number of seat reservation by order is identical to the number of payer passengers. Seat/bed position is allocated automatically by the reservation system and cannot be chosen by the user. Prior reservations are not possible.

# 3.4. Picking up – receiving international tickets

When travelling by train, it is necessary to pick up the international tickets purchased online, either from a ticket counter in the station, or from the courier, depending on your choice when placing the order.

For some routes, depending on your choice when placing the order, tickets are received via email in pdf (A4) format.

# 4. Financial conditions for the railway service

#### 4.1. Prices

For each railway service ordered by the user, the transport and seat reservation fee, included in the price, must be specified.

Prices are shown in Lei.

Prices may be modified depending on the international commercial and tariff conditions, applicable to tickets in international traffic.

#### **4.2. Payment – e-commerce**

Payment of the railway service purchased online shall be made directly to CFR Călători when placing the order, by entering the details of your bank card, through the secure payment system.

Types of cards accepted: MAESTRO, MASTERCARD, VISA and VISA ELECTRON.

If it is found that the payment is wrong, incomplete or non-existent, for a reason attributable to you, the sale of the railway service shall be cancelled, the costs arising from it will be borne by you and possibly a civil/criminal action could be taken against you.

#### **5. Payment currency**

All transactions made through <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a> are only in Lei. For credit cards issued in another currency, the conversion into Lei is made at the exchange rate established by the card issuing bank.

# 6. Invoicing

Railway services purchased from the website may be invoiced.

Invoices may be issued for the entire railway service, associated with an order. It is not possible to issue an invoice for only a part of the railway service, associated with an order.

Invoicing may be requested by the user from his/her own profile, no later than the 15th of the month following the one in which the service was purchased. The invoice may be saved and printed.

#### 7. Formalities

When traveling by train in international traffic, you are responsible for the compliance with the administrative border crossing formalities (customs, police, sanitation, etc.).

Please note that you are responsible for the acknowledgement and compliance with the administrative formalities imposed by your journey, regarding the passport, identity card, parental authorization, visa, etc.

During the journey, the accompanying adult shall guarantee the child's age and prove it by an official document.

# 8. Information and complaints

All requests for information, clarification and making an order must be submitted daily to Call Center, by email at <a href="international@cfrcalatori.ro">international@cfrcalatori.ro</a> or by phone 0731990129, between 08:00 and 20:00. Complaints may be submitted to Customer Service Department at <a href="petitii@cfrcalatori.ro">petitii@cfrcalatori.ro</a> or by post

to: CFR Călători, B-dul Dinicu Golescu, nr. 38, sector 1, cod 010873, București – ROMANIA.

# 9. Responsibilities and guarantees

# 9.1. For using the website https://bileteinternationale.cfrcalatori.ro

CFR Călători does not guarantee that the website <a href="https://bileteinternationale.cfrcalatori.ro">https://bileteinternationale.cfrcalatori.ro</a> is free of faults or errors attributable to CFR Călători, nor that they will be corrected, nor that the site will operate continuously or without accidental interruptions.

In the time interval 01:15 - 03:00 (at night), the authentication service is unavailable (suspended) due to system maintenance operations. Therefore, in this interval, tickets cannot be bought, refunded or generated.

Due to a variety of mobile operating systems, there is no guaranteee of fault-free operation for all types of mobile devices (android, iOS, windows mobile, etc).

You claim to know the characteristics and limits of the internet, especially technical performance, response times for consultation, query or data transfer and communication security risks.

# 9.2. For the railway service

The purchased railway service consists of international passes and represents the transport contract between the passenger and railway carriers involved in the performance of the journey.

CFR Călători is not liable for any order faults in the event of force majeure (faults caused by logistics or connection used, etc.).

#### 10. Personal data

The information you share on the website, allows handling and performing the order you requested. Data provided by you is strictly confidential.

CFR Călători undertakes not to provide its users' data to unauthorized third parties and to use it strictly for the processes involved in your order.