

## Hapag-Lloyd Cold Treatment Terms and Conditions

Merchant<sup>1</sup> may add Cold Treatment as a value-added service (VAS) to his booking request subject to these Cold Treatment Terms and Conditions and the payment of a Cold Treatment Fee per Container according to the Hapag-Lloyd Cold Treatment Fees valid at the time the cold treatment is booked ([Find Trade Surcharges – Overview and Info - Hapag-Lloyd](#)). If Merchant selects Cold Treatment service in his booking request and such booking request including Cold Treatment is confirmed by Hapag-Lloyd, these Hapag-Lloyd Cold Treatment Terms form an integral part of the contract of carriage including its Terms and Conditions ([Terms & Conditions of Transport - Hapag-Lloyd](#)).

The following terms apply:

1. By purchasing Cold Treatment, the Merchant has purchased a VAS to maintain specific temperature conditions within refrigerated containers aimed at eliminating fruit fly and other quarantine pests as required by destination country authorities. Hapag-Lloyd provides up to three different levels of Cold Treatment:
  - a. **Full Cold Treatment (CTRF)** is a comprehensive service that includes delivery of a suitable container, calibration of USDA probes at the container facility by Hapag-Lloyd designated technicians and in presence of a nominated surveyor. Cold Treatment parameters will be monitored throughout the transport.
  - b. **Full Cold Treatment with Hapag-Lloyd Immobilization Device (CTHD)** is a comprehensive service that includes delivery of a suitable container, including calibration of USDA probes at the container facility by Hapag-Lloyd designated technicians and in presence of a nominated surveyor. Cold Treatment parameters will be monitored throughout the transport. The additional service includes the provision of HL Immobilization Device (HID). The HID device provides additional quality by stabilizing the temperature monitoring of the USDA probes.
  - c. **Suitable for Cold Treatment (CTSf)** provides a container suitable for the Cold Treatment process. At this level of service, Hapag-Lloyd is not responsible for calibration, installation and monitoring of USDA probes.
2. The Carrier shall use reasonable care to perform the Cold Treatment service as booked but only owes the performance of the booked service as a duty of care and does not warrant or guarantee any particular result, including without limitation the successful elimination of pests or the acceptance, clearance or release of the Goods by any authority.
3. All Cold Treatment services are performed subject to the terms and conditions of the Carrier's Bill of Lading or Sea Waybill (the "Contract of Carriage"). For the

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<sup>1</sup> "Merchant" includes the booking party, shipper, consignee, receiver of the Goods, and any holder, person or entity owning or entitled to the possession of the Goods.

avoidance of doubt, all defenses, exceptions, exclusions, limitations of liability (including package/weight limits), notice requirements, time bars, jurisdiction/venue or arbitration provisions, and Himalaya/servant-agent-subcontractor protections contained in the Contract of Carriage apply to any claim arising out of or in connection with Cold Treatment (whether in contract, tort, bailment, statute or otherwise). Nothing in these Cold Treatment terms shall increase or expand the Carrier's obligations or liability beyond the Contract of Carriage. In particular, any loss of or damage to the Goods themselves (including not limited to any physical damage also covering deterioration, change in substance and contamination of the Goods) shall be governed exclusively by the Contract of Carriage, including all defenses, limitations and time bars.

4. If the transport for which Cold Treatment services are booked covers a shipment from or to the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also govern and apply during all times before the Goods are loaded on or after they are discharged from the Vessel.
5. To the maximum extent permitted by applicable law, the Carrier shall not be liable for any consequential, indirect, special, exemplary or economic loss, including market loss, loss of profit, loss of business, loss of goodwill, or delay damages, arising out of or in connection with Cold Treatment or any failure or non-completion thereof, except in cases of gross negligence or wilful misconduct by the Carrier.
6. To the extent (and only to the extent) a competent court holds that – contrary to Cl. 3 above – the limitations of liability provided for by the Carrier's Bill of Lading respectively Sea Waybill Terms and Conditions do not apply to Cold Treatment service and provided that Cl. 4 and Cl. 5 above are found to be inapplicable, the following applies to the Carrier's liability for any loss or damage other than to the Goods themselves:
  - a. The Carrier shall be liable for any loss or damage other than to the Goods themselves only in cases of wilful misconduct or gross negligence by the Carrier, its legal representatives or vicarious agents.
  - b. In the event of a slightly negligent breach of a material contractual obligation, the Carrier's liability for loss or damage other than to the Goods themselves shall be limited to the foreseeable and typical damage for this type of contract. Material contractual obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on the observance of which the other party may regularly rely.
  - c. The limitations and exclusions of the Carrier's liability pursuant to Cl. 5. a. and b. above shall not apply to damages resulting from injury to life, body or health, to liability arising from guarantees or to claims under the German Product Liability Act.

7. The applicable Cold Treatment Fee per container (as per the Carrier's tariff) shall be invoiced with the freight and paid by the freight payer in the invoice currency unless otherwise agreed in writing. The Cold Treatment Fee is earned and due upon the Carrier's issuance of a booking confirmation activating Cold Treatment and/or the Carrier's allocation, preparation, installation, activation or commencement (as applicable) of the Cold Treatment service. Once so earned, the Fee is non-refundable, regardless of non-completion or non-acceptance of any Cold Treatment protocol by any authority, except to the extent that such non-completion or non-acceptance is caused by at least negligent misconduct of the Carrier.

The Merchant shall not withhold or set off the Cold Treatment Fee against any claim, unless such claim is not in dispute or confirmed by final court decision.

8. The Merchant is solely responsible for the completeness, accuracy and timeliness of all Cold Treatment protocol requirements and instructions to Hapag-Lloyd (including temperature/ventilation settings, duration, probe requirements and any changes), for coordination with authorities, and for compliance with all phytosanitary/quarantine requirements. Any temperature change requested by the Merchant is subject to feasibility and shall be at the Merchant's risk and expense.
9. The Merchant shall indemnify and hold harmless the Carrier and its servants, agents and subcontractors from and against all losses, damages, liabilities, fines, penalties, claims, costs and expenses (including legal fees) arising out of or in connection with: (i) protocol requirements or changes; (ii) inaccurate, incomplete or late instructions; (iii) any authority action/inaction, hold, refusal, inspection, quarantine requirement, destruction, re-export or return; (iv) the condition, packing, stowage, pre-cooling, airflow or ventilation of the cargo, except and to the extent finally determined to have been caused by the Carrier's wilful misconduct or gross negligence (or such lower standard as mandatory law requires).
10. Without limitation, all additional charges connected with Cold Treatment compliance or failure (including terminal/yard storage, reefer plug-in/power, inspections, surveys, re-treatment, change of destination, deviation/transshipment, re-export/return, disposal and associated handling) shall be for the Merchant's account, except and to the extent finally determined to have been caused by the Carrier's wilful misconduct or gross negligence (or such lower standard as mandatory law requires).
11. Unless expressly agreed otherwise herein (cf. Cl. 4 above), these Cold Treatment Terms and Conditions are governed by German law and all disputes shall be submitted exclusively to the courts of Hamburg, Germany. The Carrier may, at its discretion, also bring proceedings before the courts at the Merchant's place of business.

Valid as of: 2026-05