

Hapag-Lloyd Controlled Atmosphere Terms and Conditions

Merchant may add **Controlled Atmosphere** products to his booking request subject to these general terms and conditions and the payment of a **Controlled Atmosphere** Fee per Container according to the Hapag-Lloyd standard tariff. If Merchant selects the Controlled Atmosphere service in his booking request, the Hapag-Lloyd Controlled Atmosphere Terms will form an integral part of the contract of carriage once the booking is confirmed by the Carrier and the booking confirmation mentions that the Controlled Atmosphere service is active for the given booking.

The amount of the Controlled Atmosphere (RES) can be found in the Hapag-Lloyd tariff and is dependent on the respective Controlled Atmosphere product booked. The Controlled Atmosphere fee amount is to be paid as per the tariff payment terms unless expressly agreed otherwise. The fee will be invoiced along with the freight and paid by the payer of the freight.

The following terms apply:

1. By purchasing **Controlled Atmosphere**, the Merchant has purchased a Value-Added Service (VAS) which regulates the levels of gases, temperature, and humidity within a specific environment to maintain optimal conditions for a particular purpose. The booking of **Controlled Atmosphere** will be on shipment level. However, the service will be charged on container level.
2. **Controlled Atmosphere Extrafresh** is a specialized form of controlled atmosphere technology designed to extend the freshness and shelf life of perishable products, particularly fruits and vegetables. This advanced system combines control of oxygen (O₂), carbon dioxide (CO₂), and sometimes other gases with optimized temperature. It is tailored to slow down the physiological processes like respiration and ripening, further delaying spoilage and quality degradation. **Controlled Atmosphere Extrafresh Plus** is an advanced controlled atmosphere technology designed to provide superior freshness, extended shelf life, and enhanced quality preservation for perishable goods, particularly fruits and vegetables. This system goes beyond standard controlled atmosphere techniques by employing control over oxygen (O₂) and carbon dioxide (CO₂) levels and additional features tailored for highly sensitive produce.
3. **Controlled Atmosphere** products are subject equipment availability and subject to compliance by the Merchant with all applicable cargo weight restrictions and regulations. If preferred **Controlled Atmosphere** technology chosen by the Merchant with his booking request is not available, Hapag-Lloyd reserves the right to offer an alternative **Controlled Atmosphere** technology, which is available.
4. Hapag-Lloyd does not guarantee that the **Controlled Atmosphere** services or devices used will operate as designed uninterrupted or error free. In any case Hapag-Lloyd's liability for damages and reliance loss regarding the obligations under these terms is restricted to damage and loss which is caused by intentional or grossly negligent conduct on the part of Hapag-Lloyd, its lawful representatives, or vicarious agents or which is occasioned by breach of a material contractual obligation. Material contractual obligations are all obligations whose fulfilment is a prerequisite for the due and proper performance of the contract in question, on whose observance a party to the contract generally relies upon and ought generally to be able to rely upon, and whose breach jeopardises the achievement of the purpose of the contract.
5. If a material contractual obligation is breached as a result of only slight negligence (leichte Fahrlässigkeit) on the part of Hapag-Lloyd, its lawful representatives or vicarious agents, then Hapag-Lloyd's liability in damages is limited to losses that are foreseeable and typical for this type of contract (vorhersehbarer vertragstypischer Schaden). The above limitations and exclusions of liability do not apply to liability in damages arising from bodily injury, injury to

health or death, to claims arising from breaches of guarantees or to claims under the German Product Liability Act (Produkthaftungsgesetz). For the avoidance of doubt any loss or damage to the Goods itself shall be handled by the terms of the contract of carriage, respectively the Hapag-Lloyd Bill of Lading or Sea Waybill terms and Conditions.

6. The Merchant may not cancel the **Controlled Atmosphere** service and may not get a refund on the fees once he has already received the **Controlled Atmosphere** Booking Confirmation issued by the Carrier.
7. When **Controlled Atmosphere** is purchased, the payment of the **Controlled Atmosphere** Fee is to be made in same currency as the seafreight as further specified on the invoice. However, Merchant and Hapag-Lloyd may agree on a different currency.

Since the **Controlled Atmosphere** service forms an integral part of the contract of carriage the Hapag-Lloyd Bill of Lading or as the case may be Sea Waybill terms and Conditions shall apply unless stated otherwise in the contract of carriage.

Controlled Atmosphere products are subject equipment availability and subject to compliance by the Merchant with all applicable cargo weight restrictions and regulations.

Valid as of: 2025-03