

Hapag-Lloyd LIVE

Terms and Conditions

Valid as of: 2024-04-01



Merchant may add **Hapag-Lloyd LIVE** products to his quotation or booking request subject to these general terms and conditions (the Hapag-Lloyd LIVE Terms) and the payment of a Hapag-Lloyd LIVE Fee per Container according to the Hapag-Lloyd standard tariff. If Merchant selects the Hapag-Lloyd LIVE service in his booking, the Hapag-Lloyd LIVE 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 Hapag-Lloyd LIVE product is active for the given booking.

The amount of the Hapag-Lloyd LIVE Fee (RRM) can be found in the Hapag-Lloyd tariff and is dependent on the respective Hapag-Lloyd LIVE product booked (LIVE or LIVE PLUS). The Hapag-Lloyd LIVE 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 Hapag-Lloyd LIVE, the Merchant has purchased a Value-Added Service (VAS) which provides extended visibility of his shipment on container level. The booking of Hapag-Lloyd LIVE will be on shipment level. However, the service will be charged on container level.
2. Hapag-Lloyd LIVE uses the Internet of Things (IoT) technology, which involves the processing of data from different sources for example shipment data, equipment events data and especially IoT data generated by the Remote Monitoring Devices (RMD) attached to the container. The Hapag-Lloyd reefer container fleet is already equipped with such RMD, which constantly monitor the position (GPS location) and reefer data for example on/off time and temperature of the reefer container. By using Hapag-Lloyd LIVE, Merchants can participate in tracking their containers on a global scale in near real time, regardless of which mode of transport is used.
3. With Hapag-Lloyd LIVE, the Merchant will get access to a wide range of shipment and reefer data in near real time. Detailed information about reefer data points available under Hapag-Lloyd LIVE is published at **About Hapag-Lloyd LIVE - Reefer - Hapag-Lloyd**. Controlled atmosphere and CO₂ & O₂ set point and actual value data are available only for confirmed ExtraFresh or ExtraFresh Plus bookings.
4. When connected to power and in range of a cellular network signal, the RMD on the reefer will send hourly updates to the Hapag-Lloyd Hapag-Lloyd LIVE application. However, the full data ownership will remain with the Carrier. The Website Privacy Terms are applicable. The respective terms can be found here: www.hapag-loyd.com/en/meta/privacy-statement.html

5. The Merchant must for technical reasons purchase the Hapag-Lloyd LIVE service for all containers within the booked shipment to use this service for containers which are equipped with an IoT device. Where the Merchant has booked the service Hapag-Lloyd LIVE and the respective device or Hapag-Lloyd fails to provide data for a time period longer than 48hrs, the sole remedy of the Merchant will be as follows: Hapag-Lloyd will either refund any Hapag-Lloyd fee already received or cancel the Hapag-Lloyd LIVE Fee in the booking confirmation and invoice for the respective container.
6. Hapag-Lloyd does not guarantee that the services or devices will operate as designed uninterrupted or error free. Hapag-Lloyd shall not be liable for interruptions in, or interference with, third party telecommunications provider's transmissions (including, without limitation, for interruptions or interference caused by network congestion, weather conditions, terrain, buildings, localized "gaps" in telecommunications network coverage (including VPN), and other natural or artificial conditions).
7. 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.
8. 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.
9. Hapag-Lloyd cannot be offered in countries that present roaming restrictions for Mobile Communications network (GSM). This includes the following countries: Benin, Burkina Faso, Central African Republic, Chad, Comoros, Cook Islands, Congo Brazzaville, Ethiopia, Falkland Islands, Guinea Bissau, Kiribati, Micronesia, New Caledonia, North Korea, Rwanda, Sain Pierre and Miq, Samoa, Sao Tome and Principe, Somalia, Swaziland, Vanuatu, Solomon Islands; San Marino, Tonga, Fiji.
10. The Merchant may not cancel the Hapag-Lloyd LIVE service and may not get a refund on the fees once he has already received the Hapag-Lloyd LIVE Booking Confirmation issued by the Carrier.
11. When Hapag-Lloyd LIVE is purchased, the payment of the Hapag-Lloyd LIVE Fee is to be made in USD as further specified on the invoice. However, Merchant and Hapag-Lloyd may agree on a different currency.
12. For the avoidance of doubt
 - (i) all arrival dates and times are estimated arrival dates and times
 - (ii) Hapag-Lloyd LIVE data may be shared with local authorities, if and to the extend mandatory and
 - (iii) all the Merchants to a shipment with valid credentials for the Hapag-Lloyd Online Business Suite have access to Hapag-Lloyd Hapag-Lloyd LIVE data regarding a certain shipment.
13. RMD data records are stored in our web application for a maximum of three months into the past and five months into the future from the arrival date of a container.

Since the Hapag-Lloyd LIVE 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.