

Live Position Terms and Conditions

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

The amount of the Live Position Fee (LPCB, LPAP and LPVS) can be found in the Hapag-Lloyd tariff at: <https://www.hapag-lloyd.com/en/online-business/quotation/tariffs/trade-surcharges.html> . The Live Position Fee amount is to be paid as per the tariff payment terms unless expressly agreed otherwise.

The following terms apply:

1. By purchasing Live Position, the Merchant has purchased a Value Added Service (VAS) which provides extended visibility of his shipment on container level. The booking of the Live Position will be on shipment level. However, the service will be charged on container level.
2. Live Position uses the Internet of Things (IoT) technology, which involves the processing of data from different sources for example vessel movement data, shipment data, equipment position events data and especially IoT data generated by the Remote Monitoring Devices (RMD) attached to the container. The majority of the Hapag-Lloyd container fleet is already equipped with such IoT sensors, which constantly monitor the position (GPS location) of the container. By using Live Position, 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 Live Position, the Merchant will get access to a wide range of shipment data including position details in near real time. However, the full data ownership will remain with the Carrier. The Website Privacy Terms are applicable. The respective terms can be found here: <https://www.hapag-lloyd.com/en/meta/privacy-statement.html> .
4. At the moment not all containers within a shipment might be equipped with an IoT device. The Merchant must however for technical reasons purchase the Live Position 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 Live Position and a container is not yet equipped with the respective device or Hapag-Lloyd fails to provide position data for a time period longer than 48hrs, the sole remedy of the Merchant will be as follows: Hapag-Lloyd will either refund any Live Position Fee already received or cancel the Live Position Fee in the booking confirmation and invoice for the respective container.
5. 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).
6. 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.

7. 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 as the case may be Sea Waybill terms and Conditions.
8. Live Position cannot be offered in the following countries: El Salvador und Nigeria.
9. The Merchant may not cancel the Live Position service and may not get a refund on the LPCB, LPAP and LPVS once he has already received the Live Position Booking Confirmation issued by the Carrier.
10. When Live Position is purchased, the payment of the Live Position Fee is to be made in the same currency as the freight, as further specified on the invoice. However, Merchant and Hapag-Lloyd may agree on a different currency.
11. For the avoidance of doubt all arrival dates and times are estimated arrival dates and times.

Since the Live Position 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.

Valid as of: 2024-04-TBD