

Ship Green Terms

Valid From: 2023-04-18

Shipper may add Ship Green to his booking subject to these general terms and conditions (the Ship Green Terms) and the payment of a Ship Green Fee (BIO) per TEU according to the Hapag-Lloyd standard tariff for Hapag-Lloyd as Carrier using alternative fuels and avoiding that the shipment will release CO₂e emissions as further specified below.

If Shipper selects the Ship Green service in his booking, the Ship Green Terms will form an integral part of the contract of carriage once the booking is confirmed by the Carrier and the Carrier will provide the Shipper with a Ship Green Declaration on the avoided CO₂e emissions for Shippers bookings over a quarterly period.

The request to purchase Ship Green service can also be made for a specified amount of CO₂e avoidance (minimal order of annual 10,000 tonnes CO₂e) for a number of bookings by agreeing on a frame contract not related to any specific booking.

The amount of the Ship Green Fee (BIO) can be found at: <https://www.hapag-loyd.com/en/online-business/tariffs/trade-surcharges.html>

The Ship Green Fee (BIO) amount is to be paid as per the tariff payment terms unless expressly agreed otherwise.

The following terms apply:

1. By purchasing Ship Green the Shipper has avoided the respective CO₂e emissions compared to standard fossil fuels that otherwise would have been used to transport the respective amount of cargo. These reductions cannot be directly subtracted from the Shippers carbon footprint. Instead the booking may be considered with an emission factor of zero in the Shippers scope 3 reporting.
2. Ship Green operates on the Mass-Balancing Concept, which involves tracking the global fuel mix used by the Carrier's fleet of vessels and allocating specific amounts of each type of fuel to individual Shippers. By doing so, Shippers can participate in the reduction of greenhouse gas emissions on a global scale, regardless of which vessel physically burns the specific energy used. This approach ensures that the use of a particular energy source is not dependent on the vessel burning it, but rather on the overall fuel mix used by the Carrier.
3. Where the Shipper has satisfied all the conditions for Ship Green service and the Carrier fails to provide the Ship Green Declaration, the sole remedy of the Shipper will be as follows: The Carrier will either refund any Ship Green Fee already received or cancel the Ship Green Fee in the booking confirmation or invoice.
4. The Shipper may not cancel the Ship Green service once he has already received the Ship Green Declaration issued by the Carrier.
5. When Ship Green is purchased, the payment of the Ship Green Fee is to be made in the same currency as the freight, as further specified on the invoice. However, Shipper and Carrier may agree on a different currency. Any fees payable by the Shipper as part of the Ship Green Terms will be invoiced separately.

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6. Any changes requested by the Shipper to a confirmed booking, including but not limited to changes to container type or an increase in the number of containers, will cancel the Ship Green service for the respective booking. The booking will be treated as regular booking again and the Ship Green Fee will be cancelled as well.
7. The Ship Green service is available for the ocean leg only. It does not cover any inland move including truck, rail, barge nor terminal operations.
8. The Shipper is eligible to receive a Ship Green Declaration every quarter. The values in this Ship Green Declaration issued by Hapag-Lloyd are based on a calculation outlined in the Hapag-Lloyd BioFuel Process Report 2021, which is available on demand. The implementation and application of the process as described in the report was subject of a limited assurance engagement according to ISAE 3000 (Revised) by the independent auditing firm PricewaterhouseCoopers GmbH WPG (PwC).

Since the Ship Green service forms an integral part of the contract of carriage the Hapag-Lloyd Bill of Lading or Sea Waybill terms and Conditions shall apply unless stated otherwise in the contract of carriage.