



## Terms and Conditions of Business for International Shipments via Paxton Van Lines dba Paxton International

The following terms and conditions shall apply to all international shipments made by or through Paxton Van Lines (“Paxton”):

- 1) Payment of all charges is unconditionally guaranteed by shipper/client (“Client”) within 30 days from the date of invoice, including without limitation all taxes, fees, customs, duties, and other such costs advanced by Paxton on behalf of Client.
- 2) Any charges that remain unpaid after 30 days from invoice date are subject to a finance charge equal to the lesser of (i) 1.5% per month or (ii) the maximum rate authorized under applicable law.

In any action to recover amounts owed by Client to Paxton, Paxton shall be entitled to recover all of its costs of collection including without limitation all of its reasonable attorney fees.

- 3) Subject to applicable law, Paxton shall be entitled to a lien on all goods shipped by Paxton and/or in the possession of Paxton until all charges for Paxton’s shipping services have been paid and satisfied in full.
- 4) All claims, requests for adjustments, or notification of errors and omissions must be received by Paxton in writing within 30 days of invoice date, or any such claims, requests for adjustments or alleged errors and omissions shall be deemed waived by Client for all purposes.
- 5) NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS OR IN ANY AGREEMENT FOR SHIPPING SERVICES TO THE CONTRARY, EXCEPT FOR A PARTY’S FRAUD, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR OUT OF ANY AGREEMENT BY THE PARTIES FOR SHIPPING SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES OTHER THAN THE FEES DUE PAXTON FOR SHIPPING SERVICES PROVIDED TO CLIENT.
- 6) Client is solely responsible for obtaining its own insurance including without limitation marine/transit/storage insurance coverage for all risks. Paxton is not an insurer, and except for Paxton’s intentional wrongdoing or gross negligence, in no event shall Paxton be liable for any loss, damage, delay or destruction of Client’s property and/or the goods shipped by Client. All such risk of loss shall remain exclusively with Client.



- 7) In no event does Paxton guaranty delivery, departure or arrival times of shipments, including without limitation all cases where Client specifically requests expedited shipping services. In no event shall Paxton be liable for any delays or the actions or omissions of third parties, including other carriers and third parties acting as Paxton's agents.
- 8) If the performance by either party of its respective nonmonetary obligations to the other is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable
- 9) The rights and obligations of the parties shall be governed by and construed in all respects under the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.
- 10) Client and Paxton hereby agree to submit to the exclusive jurisdiction of the Circuit Court for Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, in any action or proceeding arising out of or relating to any dispute between Paxton and Client, and hereby waive any objection they may have to the laying of venue of any such action or proceeding in any of said courts and any claim that they may have that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 11) **THE PARTIES HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY SHIPMENT BY PAXTON, ANY AGREEMENT BETWEEN CLIENT AND PAXTON OR ANY OTHER TRANSACTIONS BETWEEN THE PARTIES. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH CONSTITUTE A MATERIAL INDUCEMENT UPON WHICH THEY HAVE RELIED, ARE RELYING AND WILL RELY IN ENTERING INTO AN AGREEMENT FOR INTERNATIONAL SHIPPING. EACH OF THE PARTIES HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY (INCLUDING ITS COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SAID PARTY WOULD NOT, IN THE EVENT OF LITIGATION, ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE ARTIES ACKNOWLEDGES THAT IT HAS CONSULTED WITH AN ATTORNEY AND FULLY UNDERSTANDS THE LEGAL EFFECT OF THE PROVISIONS OF THIS PARAGRAPH.**
- 12) Client's credit privileges may be withdrawn by Paxton at any time, and Client's obligations to Paxton under these terms and conditions and under any other agreement shall continue in full force and effect.



- 13) The provisions of these terms and conditions shall survive the expiration or termination of any agreement between Client and Paxton for shipping services.
- 14) Client shall at all times be in compliance with applicable law with respect to goods shipped by Client.
- 15) Client shall indemnify, protect and hold Paxton harmless from all costs, expenses, claims, penalties, taxes, duties, tariffs, suits and liabilities, including without limitation all costs of litigation and attorney's fees, arising from, relating to, or in connection with (i) the shipping services provided by Paxton to Client and/or the goods shipped by Client, and (ii) Client's breach of any of its obligations hereunder or under any other agreement with Paxton.
- 16) Paxton emphasizes high ethical business standards and as part of our commitment to values and to operate in an ethical and legal manner; Paxton, its employees and all business partners/supply chain are bound to comply with the federal government's [US Foreign Corrupt Practices Act \(FCPA\)](#). In addition, as a member of FIDI, we support and adhere to the [FIDI Anti-bribery & Anti-Corruption Charter \(FIDI ABC Charter\)](#).
- 17) As part of Paxton Corporate Social Responsibility (CSR) and Code of Conduct Policy, we acknowledge and are committed to being compliant with applicable national and international laws/regulations of the countries in which we operate; in conducting business in a socially responsible, ethical manner; protecting the environment and safety of our employees, supply chain and the public.
- 18) Paxton is committed to the security and the privacy of our clients, in protecting the personal information of our customers. Paxton has implemented routine processes and procedures to identify risks and to implement more effective systems and solutions to safeguard the data. Paxton, its employees and our business partners/supply chain are held to strict guidelines and to have the responsibility to keep the information safe to include [Data \(Privacy\) Protection Management Policy](#), operating systems, networks, paper copies and verbal transmission of data.