

Shipper & Customer Terms

Effective September 19, 2026

VEXO-LEGAL-2026-09-19-1

Company contact details updated September 27, 2026; commercial terms remain effective September 19, 2026.

Applies prospectively, subject to applicable law and the acceptance requirements in this document. Existing signed agreements control within their scope; this website update does not amend them.

1. Application, acceptance and document hierarchy

1.1 These Shipper and Customer Terms govern commercial transportation brokerage and related coordination performed by VEXO Logistics (VEXO or Broker) when incorporated into an accepted transaction. Customer means the contracting customer and any shipper, consignor, consignee or cargo owner represented by that customer to the extent the customer has authority to bind that person. No person becomes bound merely because its name appears on a document without an applicable legal basis.

1.2 Non-waivable law controls. Subject to that rule, a signed amendment expressly modifying the governing agreement prevails, followed by the signed master agreement; an accepted rate confirmation governs shipment-specific commercial details only to the extent allowed by that agreement. Accepted written instructions and the identified version of these terms follow. A BOL, purchase order, invoice or unilateral website posting does not silently amend a signed agreement. Where no master agreement exists, the parties must identify the accepted terms and the shipment to which they apply.

1.3 VEXO shall make the applicable version reasonably available before acceptance and preserve the version identified in the transaction record. Later revisions apply prospectively, not to previously accepted shipments without agreement. A request for information, browsing the site or preparing a BOL is not by itself acceptance of an unrepresented contract. Performance after actual presentation and acceptance of terms may constitute evidence of agreement as permitted by law.

2. Overview, Acceptance and Definitions

2.1 Services means the brokerage, provider coordination, document handling and related administrative services expressly accepted by VEXO. Carrier means the independent provider performing the carriage; the legal responsibilities of a freight forwarder, warehouse operator, customs broker or other specialist are determined by its actual role, contract and applicable law. Shipment means the consignment identified by the accepted tender and shipment records; use of multiple documents does not by itself create multiple limits of recovery.

2.2 Customer shall identify its legal contracting entity, billing party and authorised representatives. Customer is responsible for the instructions of persons it authorises and shall promptly revoke access or authority that is no longer valid. VEXO may request written evidence of authority and clarification of conflicting instructions. These terms do not establish a consumer household-goods service or a partnership, joint venture, fiduciary relationship or exclusive agency.

3. VEXO's Status as Property Broker

3.1 VEXO is a property broker operating under FMCSA broker authority MC-1730101. VEXO arranges transportation through independent authorised motor carriers and does not itself take possession of cargo, operate the carrier's vehicles or employ the carrier's drivers. VEXO is not liable as a motor carrier under 49 U.S.C. section 14706 or similar carrier-liability law solely because it arranged transportation. A bill of lading, shipping instruction or facility document that names VEXO as carrier is for administrative convenience only and does not change VEXO's legal status. VEXO is not a customs broker, freight forwarder, warehouseman or insurer unless separately licensed and expressly engaged in a signed writing.

4. Customer Authority and Commercial Purpose

4.1 Customer represents that it has authority to tender the cargo, provide instructions, bind the relevant shipper or beneficial cargo owner and pay all charges. Customer shall identify the correct bill-to party and all persons authorised to change shipment instructions. Services are intended for commercial freight. Customer shall not tender household goods, personal effects, controlled substances, illegal goods or other prohibited commodities without VEXO's prior written approval and all required licences.

5. Carrier Selection, Vetting and No Service Guarantee

5.1 VEXO will use commercially reasonable procedures to select authorised carriers and may review authority, insurance, safety information, identity and operating capability. These procedures are not a warranty of a carrier's future conduct or performance. VEXO will use commercially reasonable efforts to obtain timely performance, but neither VEXO nor the Carrier guarantees a specific transit schedule, appointment, equipment availability or delivery time unless a signed writing expressly states a guarantee and remedy. The Carrier's negligence, wilful misconduct or regulatory violation is not imputed to VEXO merely because VEXO selected or communicated with the Carrier.

6. Rates, Quotes and Shipment Acceptance

6.1 Rates are established by written quotation, email confirmation or VEXO Rate Confirmation. A rate is valid only for the identified bill-to customer and the shipment assumptions used to prepare it, including commodity, equipment, origin, destination, dates, dimensions, weight, handling requirements and services. A valid rate offer must be in writing from an authorised VEXO representative. Quotes may expire, be withdrawn or be re-quoted when market conditions, dates, capacity, fuel, shipment information or service requirements change. Tendering freight after receiving a written rate binds Customer to that rate even if the Rate Confirmation is not separately signed, provided VEXO has arranged capacity or performance has begun.

7. Information Required for a Rate Quote

7.1 Customer must provide the shipper and consignee, complete origin and destination, commodity, equipment, dates, dimensions, exact weight, package count, declared value if requested, temperature, hazardous-material status, special handling, accessorial assumptions and any cargo-insurance request. VEXO may rely on the information provided. Incomplete or inaccurate data may result in re-rating, delay, rejection, penalties or additional charges.

8. Confidentiality and Rate Scope

8.1 Rates and commercial terms are confidential and may be disclosed only to employees and agents who need them to perform the transaction. Rates cannot be transferred to another bill-to customer or materially different shipment. Quoted rates apply from the stated origin to stated destination and do not include intermediate stops, partial loading, partial unloading, redelivery, reconsignment, storage or additional service unless expressly included.

9. Misdeclared Freight and Re-Rating

9.1 Customer shall accurately disclose the commodity, condition, packaging, value where relevant, dimensions, weight, dangerous-goods status, loaded or empty status, origin, destination and required service. A quotation based on materially different information may be withdrawn or revised. Customer shall pay properly supported charges applicable to the freight and services actually accepted and performed, including additional carrier or governmental charges attributable to Customer's inaccurate declaration, subject to mandatory law and the governing agreement.

9.2 VEXO may reject prohibited or unsafe freight, require corrective instructions, suspend further service and refer suspected unlawful activity to appropriate authorities. Any fixed administrative or liquidated-damages charge requires a separately accepted, lawful provision; compensatory recovery must not duplicate another recovery for the same loss.

10. Shipping Instructions and Authorised Changes

10.1 Customer shall provide complete written shipping instructions acceptable to VEXO, including the bill-to party, contact information, exact commodity, weight, package count, container or trailer information, origin and destination contacts, appointments, seal information and special handling or routing requirements. Cancellations, corrections and changes must clearly identify the existing shipment and the requested change. Sending a replacement tender without identifying it as a correction may create a duplicate order. Customer should confirm urgent changes by telephone after sending them in writing. VEXO is not liable if commercially reasonable efforts to cancel or implement a correction are unsuccessful. Customer is responsible for expenses and accessorial charges caused by changed, late or cancelled instructions.

11. Bills of Lading, Receipts and Delivery Records

11.1 Customer is responsible for preparing timely and accurate bills of lading, delivery instructions, customs documents and cargo descriptions. The Carrier's receipt or bill of lading evidences receipt by the Carrier and does not convert VEXO into the carrier. VEXO will use commercially reasonable efforts to obtain pickup and delivery records, but is not responsible for a Carrier's failure to obtain a requested signature, stamp or document. Terms printed on a bill of lading, purchase order, delivery receipt or Customer form do not amend these Terms unless VEXO expressly accepts the amendment in a signed writing.

12. Packaging, Loading, Count, Securement and Seals

12.1 Customer and its shipper are responsible for safe and adequate packaging, labelling, loading, blocking, bracing and preparation of freight, except to the extent a written agreement expressly assigns a task to the Carrier. The presence or assistance of a driver does not transfer Customer's responsibilities. All shipments are shipper load and count and consignee unload unless otherwise arranged in writing. Shortage claims involving sealed shipments should include loading, unloading and seal records and evidence of unauthorised entry. Customer shall inspect empty equipment before loading and reject visibly unsuitable equipment. If a defect could reasonably have been discovered before loading, related claims may be denied. Customer is responsible for load-shift, transload, overweight, equipment-damage, fine and penalty costs caused by improper loading, weight distribution, blocking, bracing or securement attributable to Customer or its facility.

13. Use of Equipment, Rejection and Failed Delivery

13.1 When equipment is dropped and left unattended for Customer's convenience, Customer is responsible for loss or damage occurring while the equipment is in the possession or control of Customer, shipper, consignee or their agents. A consignee should not refuse freight solely because a seal was lawfully broken for inspection, safety, cargo protection or governmental compliance. Customer shall promptly provide disposition instructions for refused or unclaimed freight. If instructions are not timely provided, VEXO or the Carrier may store freight at Customer's risk and expense and assert a lien to the extent permitted by law. After reasonable notice, nonperishable freight may be sold or disposed of if unclaimed; perishable freight may be sold promptly to prevent deterioration. Customer is responsible for storage, equipment use, handling, sale and disposal costs.

14. Standard Accessorial Charges

14.1 In addition to line-haul charges, Customer is responsible for accessorial charges incurred in performing or attempting the shipment, including detention, layover, lumber, driver assist, liftgate, extra labour, truck-order-not-used, redelivery, reconsignment, storage, per diem, pallet, toll, permit, border, inspection, after-hours and other special-service charges. VEXO will endeavour to provide notice of material detention or other known charges, but Customer remains responsible for accessorial charges actually incurred whether or not advance notice was practicable. Receipts or supporting records will be provided where reasonably available.

15. Credit Approval, Prepayment and Financial Information

15.1 VEXO may require a credit application, trade references, financial information, personal guarantee, deposit, credit-card authorisation, ACH or wire prepayment before arranging service. Customer authorises VEXO to review public and supplied financial information to assess creditworthiness. VEXO may establish, reduce, revoke or suspend credit based on payment history, financial condition, credit reports, exposure, shipment risk or other commercially reasonable considerations. Prepaid quotations may not include later accessorial charges, which remain payable.

16. Invoices, Payment Terms, Interest and Collections

16.1 Unless otherwise agreed in a signed writing, invoices are due within thirty days of the invoice date. Customer shall pay in the invoiced currency without deduction, withholding or setoff except where mandatory law requires otherwise. Past-due amounts may accrue interest at 1.5% per month (18% per annum) or the maximum lawful rate, whichever is lower. Customer shall reimburse reasonable collection-agency fees, legal fees, court costs and other expenses incurred to collect undisputed amounts. VEXO may immediately place a delinquent account on credit hold, suspend or terminate service, require security or prepayment, report payment performance to credit agencies and pursue collection or legal action.

17. Invoice Disputes, No Setoff and Accord and Satisfaction

17.1 Customer must submit a written invoice dispute within thirty days after the invoice date and provide reasonably detailed supporting documents. If timely notice is not provided, the invoice is deemed accepted to the fullest extent permitted by law. Customer may not withhold or offset freight charges because of a cargo claim, service complaint, overcharge allegation, duplicate-payment claim or dispute involving an underlying transportation provider. Cargo and invoice disputes are separate obligations. A partial payment marked "full settlement" or similar does not create an accord and satisfaction if VEXO accepts it under reservation of rights. As a condition precedent where enforceable, an action for overcharge, duplicate payment or invoice-related claims must be initiated within nine months after delivery or tender of delivery.

18. Cargo Insurance, Declared Value and Carrier Coverage

18.1 VEXO generally requires contracted motor carriers to maintain cargo liability insurance of at least US \$100,000, but policies contain exclusions, deductibles and conditions and may not cover every commodity, cause or amount. Customer must request additional cargo insurance, excess value coverage or a declared-value arrangement in writing before the shipment is accepted. VEXO will attempt to arrange additional coverage when commercially feasible, subject to insurer approval and additional cost. A value stated on a commercial invoice, purchase order or bill of lading is not automatically a declared value or insurance request. Customer remains responsible for determining whether available carrier liability and insurance are adequate.

19. Cargo Claims and Time Limits

19.1 Customer shall promptly report apparent loss, shortage, damage, theft or temperature concerns and preserve the shipment evidence. Notice to VEXO is an operational notice and a request for assistance; it does not necessarily file a claim with the legally responsible carrier, insurer or other provider. Customer remains responsible for identifying the proper recipient and satisfying the applicable claim and action periods unless a separate written engagement expressly assigns that responsibility.

19.2 Where 49 U.S.C. § 14706 governs and has not been validly displaced, the carrier cannot prescribe less than nine months to file a claim or less than two years to bring a civil action measured from its written disallowance of the claim. Other modes, international movements and Canadian or provincial regimes can have different requirements. A generic website statement must not be used as a substitute for checking the governing shipment regime.

19.3 Requests for assistance within sixty days for U.S.-origin freight and thirty days for Canadian-origin freight are administrative targets only. Missing those targets does not by itself extinguish a claim or shorten a non-waivable

period. Customer should file a timely, sufficient claim directly when necessary rather than wait for VEXO, an insurer, an investigation or a missing supporting document. Settlement discussions and assistance do not extend a deadline absent a valid written agreement or applicable law.

20. Required Claim Documentation

20.1 A claim should include a written demand for a specific amount; shipment identification; bills of lading and delivery records; product-cost, repair or value evidence; loading and unloading tallies; seal records; photographs showing cargo, packaging, equipment and condition; salvage information; receiving records; customs documents where applicable; and evidence of proper loading, blocking, bracing and securement. Customer and consignee must mitigate loss through reasonable salvage, repair, repackaging or sale. Refusal to preserve or salvage cargo may reduce recovery.

21. Disclaimers and Limits of VEXO Liability

21.1 VEXO does not undertake the carrier's cargo liability merely by arranging transportation, transmitting instructions or appearing in an administrative field on a BOL. This distinction does not excuse an obligation VEXO actually assumes or liability imposed on VEXO by mandatory law. No representation concerning a provider's insurance is a guarantee of coverage, collectability, cargo condition or claim payment.

21.2 TO THE EXTENT PERMITTED BY LAW, VEXO DISCLAIMS IMPLIED WARRANTIES CONCERNING THIRD-PARTY CARRIAGE, UNCONFIRMED CAPACITY, MARKET SUITABILITY AND UNGUARANTEED TRANSIT TIMES. Any limitation of VEXO's independently established direct liability is the limitation expressly agreed in the controlling signed agreement or accepted commercial schedule. An unfilled commercial schedule does not establish an agreed monetary cap, and a broker limitation does not expand a carrier's limitation.

21.3 TO THE EXTENT LAWFULLY AND VALIDLY AGREED, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES, INCLUDING LOST PROFITS, PRODUCTION LOSS AND LOSS OF MARKET, ARE EXCLUDED. No exclusion applies where prohibited, including to fraud, wilful misconduct or another category of responsibility that cannot lawfully be excluded. Counsel must confirm the scope and conspicuous acceptance of any limitation before use.

22. Customer Indemnification

22.1 To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless VEXO and its officers, employees and agents from Losses arising from Customer's acts or omissions, inaccurate shipment information, defective packaging or loading, hazardous-material noncompliance, customs or trade-law violations, breach of these Terms, cargo ownership disputes, facility conditions or enforcement of payment obligations, except to the extent caused by VEXO's independently established negligence or wilful misconduct.

23. Cross-Border Shipments

23.1 Customer is responsible for learning and complying with customs, import, export, sanctions, transportation and border-crossing requirements; completing accurate documents; appointing a qualified customs broker; obtaining licences, permits and authorities; and paying duties, taxes, examination, storage and related charges. Customer shall provide timely and accurate information needed for ACE, ACI/eManifest, PAPS, PARS and related processes. Customer, shipper, consignee and beneficial cargo owner shall cooperate with VEXO, the Carrier, customs brokers and authorities in investigations, document requests and proceedings. Additional time should be allowed for customs processing. VEXO is not liable for holds, inspections, rejected entries, examinations, document errors or governmental delay not caused by VEXO's independently established breach.

24. Hazardous Materials and Dangerous Goods

24.1 Customer shall not tender hazardous materials or dangerous goods without advance written disclosure and VEXO's acceptance. Customer must provide the proper shipping name, technical name where required, hazard class, subsidiary risk, UN/NA number, packing group, reportable quantity, 24-hour emergency contact, emergency-response information and marine-pollutant status as applicable. Customer certifies that hazardous materials are properly classified, described, packaged, marked, labelled, documented and in condition for transportation and that required placards are supplied and correctly displayed. Customer must comply with U.S. DOT regulations, including 49 CFR Parts 100-185, Canadian Transportation of Dangerous Goods requirements and all applicable safety, security and documentation rules. Customer is responsible for Losses caused by undisclosed or improperly prepared hazardous freight.

25. Food, Refrigerated and Temperature-Controlled Shipments

25.1 For food subject to sanitary-transportation requirements, Customer shall provide in writing all necessary vehicle, equipment, sanitation, cleaning, prior-load, temperature and handling requirements before tender. Temperature-controlled service must be specifically requested and priced. Customer shall state the set point, unit, operating mode, pre-cooling, recorder, seal, loading pattern and allowable excursion requirements. VEXO is not responsible for the performance, condition, inspection, refuelling or maintenance of temperature-control equipment. Customer assumes responsibility for damage caused by incorrect or incomplete temperature instructions, commodity characteristics or shipper-controlled loading. Carrier responsibility remains governed by applicable law and the Carrier's obligations.

26. Cargo Security, Fraud and Payment Controls

26.1 Customer shall employ reasonable security protocols, verify facility and pickup information, protect reference numbers and promptly report suspicious communications, fictitious pickup attempts, cargo diversion, identity theft or compromised email accounts. Changes to payment instructions, bank accounts, remittance details, delivery location or consignee must be independently verified through previously validated contacts. VEXO may delay action while verifying a suspicious request and is not liable for reasonable verification delay.

27. Confidentiality, Data and Electronic Systems

27.1 Each party shall protect non-public rates, shipment data, customer information, security procedures and credentials and use them only for transportation, payment, compliance and related business purposes. Customer authorises VEXO and approved service providers to process shipment, contact, location, device, document, billing and communication data necessary to arrange and administer transportation. EDI, API, portal, email and automated-system data may be relied upon as business records. Customer is responsible for its authorised users, credentials and data accuracy. VEXO may suspend electronic access to protect security or system integrity.

28. Force Majeure and Service Interruption

28.1 VEXO is not liable for delay or failure caused by events beyond its reasonable control, including severe weather, natural disaster, war, civil unrest, governmental action, labour disruption, fuel or equipment shortage, epidemic, cyberattack, infrastructure outage, embargo or transportation-provider delay. The affected period will be extended reasonably where performance remains possible. Force majeure does not suspend Customer's obligation to pay for Services performed, accessorial incurred or cargo-protection expenses.

29. Records, Suspension and Termination

29.1 Customer shall retain shipment, customs, loading, value, claim, billing and payment records for the period required by law and provide records reasonably requested to investigate a shipment, charge, claim or compliance issue. VEXO may suspend or terminate service for nonpayment, credit deterioration, misdeclared freight, prohibited cargo, fraud, security risk, repeated operational failure, regulatory concern or material breach. Termination does not affect accrued payment, indemnity, confidentiality, claim or dispute obligations.

30. Governing Law, Venue and General Terms

30.1 The parties shall follow the dispute mechanism in their controlling signed agreement. The supplied VEXO master agreements contain California governing-law provisions and arbitration provisions; these website terms do not replace those provisions with the legacy website's court-only language. Mandatory transportation, jurisdictional and other non-waivable law remains applicable.

30.2 If no controlling signed dispute provision exists, the parties must resolve the applicable forum under law and any validly accepted transaction terms. These terms do not independently create an arbitration agreement, jury waiver, class waiver or exclusive forum merely by being viewed online. Any standalone forum provision must be expressly agreed before reliance upon it.

30.3 A waiver must be documented by an authorised representative. Failure to enforce a provision on one occasion does not generally waive later enforcement. If a provision is unenforceable, the remaining provisions continue to the extent legally possible without rewriting the parties' essential bargain. Assignment, notices, survival and amendment follow the controlling agreement. No later website update retrospectively changes an accepted shipment.

31. 2942 Cheswycke Terr, Fremont, California 94536

31.1 FMCSA Property Broker: MC-1730101 Website: vexologistics.com

32. Detailed quotations, scope and confidentiality

32.1 Customer shall request pricing using the legal bill-to name, complete pickup and delivery locations, cargo-ready and required-delivery dates, commodity and packaging description, exact dimensions and weight, equipment type, handling restrictions and required additional services. A target price is not an accepted quotation. Where pricing depends on volume commitments, forecast accuracy, recurring lanes or minimum utilisation, the commitment and remedy must be stated in the accepted commercial schedule.

32.2 A quotation applies only to the named customer and described movement. It does not authorise intermediate pickups, partial unloading, extra stops, reconsignment, redelivery, storage, weekend service or different freight at the same rate unless those items are included. Changes shall identify the existing shipment reference and be accepted in writing; sending a replacement tender without identifying the correction can cause duplicated dispatch.

32.3 Non-public rates, lane forecasts and commercial schedules shall be disclosed only to personnel, advisers and providers who reasonably need them for the transaction and are under appropriate confidentiality duties. Confidentiality does not restrict information already public without breach, independently developed, lawfully obtained from another source or required to be disclosed by law. Required disclosure should be limited and, where permitted, preceded by notice.

33. Accessorial authorisation and substantiation

33.1 Line-haul pricing excludes additional services unless included in the accepted quotation. Potential additional items include lumper labour, driver assist, liftgate, waiting time, layover, truck ordered not used, extra stops, residential or limited-access delivery, redelivery, reconsignment, detention, demurrage, chassis, storage, permits, escort and border examination charges. Their availability and rates depend on the shipment and provider.

33.2 The responsible party shall give notice of a foreseeable additional charge as soon as reasonably practicable, obtain approval where required by the governing agreement, and preserve the basis for the charge. Supporting records may include appointment confirmations, arrival and release times, gate receipts, terminal notices, invoices, photographs and written instructions. A failure to obtain advance approval shall be assessed under the agreement and law, not treated as blanket authority to invoice any amount.

33.3 Customer shall identify persons authorised to approve additional services and keep them reachable during the shipment. Emergency action reasonably necessary to protect people, cargo or equipment may require immediate expenditure; the acting party shall document the circumstances and promptly notify the other party. No accessorial amount is fixed by this website without an accepted schedule.

34. Credit, payment and disputed balances

34.1 Credit is subject to approval and does not oblige VEXO to continue extending unsecured credit. VEXO may request a completed business application, billing contacts, trade references and other proportionate evidence of creditworthiness. A personal guarantee requires a separate, clearly identified agreement by the guarantor; it is not created by an employee's routine shipment request.

34.2 Payment timing, currency, late interest and invoice-dispute periods follow the accepted commercial schedule. Where the existing VEXO terms apply without a different accepted schedule, their stated net-thirty framework and lawful-rate ceiling remain subject to applicable law. Disputed items shall be identified with shipment references and an explanation; undisputed amounts remain payable when due. Collection expenses must be contractually

authorised, reasonable and legally recoverable.

34.3 Customer shall not assume that a notation on a partial payment resolves a disputed balance. VEXO shall evaluate any tender described as full satisfaction before depositing or negotiating it; a general reservation-of-rights sentence does not necessarily defeat mandatory accord-and-satisfaction rules. Duplicate payment, credit and refund requests shall be supported by remittance evidence. These terms do not authorise unlawful credit reporting or disclosure of confidential financial records.

35. Refused freight, storage, salvage and disposal

35.1 Customer shall provide prompt lawful instructions when freight is refused, unclaimed, damaged or unsuitable for its intended destination. Acceptance for inspection or segregation need not waive a cargo claim. No party shall require unsafe unloading, resale or consumption of food or other goods whose safety is uncertain. Persons with relevant expertise shall determine quarantine, testing, release and disposal requirements.

35.2 Where lawful and necessary to protect the freight, the performing provider may arrange reasonable storage or other protective handling in accordance with the governing agreement and applicable law. Customer shall reimburse properly chargeable expenses attributable to its instructions or failure to provide instructions, subject to responsibility for the underlying event. The warehouse or custodian, location and accumulating charges should be recorded.

35.3 No automatic sale, transfer of title, forfeiture or unrestricted lien arises merely forty-eight hours or three business days after a notice under these terms. A lien or disposition remedy must have a valid legal and contractual basis and comply with required notice, priority, sale and accounting procedures. Perishable or hazardous freight may require emergency lawful action. Salvage proceeds and recoverable expenses shall be documented and credited to avoid double recovery.

36. Security, payment diversion and verified changes

36.1 Customer shall safeguard shipment references, release codes, portal credentials and commercial records. Before releasing freight, its facility shall follow the agreed identity checks for the carrier, driver, tractor and trailer. A mismatch, unexpected substitute or unsolicited request to change destination shall be escalated through a previously verified VEXO contact. Contact details supplied in the suspicious message should not be used as the sole verification method.

36.2 Bank-account, factoring, remittance and delivery changes shall require authenticated written instructions and independent confirmation. VEXO may pause an instruction while reasonably investigating a fraud indicator; it shall communicate the issue and seek a practical resolution. These controls do not excuse negligent handling or allocate every cyber loss to Customer regardless of cause.

36.3 Each party shall notify the other promptly of a suspected compromise affecting the transaction, preserve relevant messages and logs, and cooperate in lawful containment and recovery. Neither party may misrepresent the other's identity, use forged authority or change the performing carrier without the authorisation required by the agreement.

37. No retroactive amendment or automatic renewal of consent

37.1 Published terms shall carry a version identifier. The transaction record should identify the applicable version and the acceptance event. VEXO shall not rely on a silent website edit as consent to a new liability allocation, fee, forum, arbitration obligation or data-use purpose for an existing shipment.

37.2 An authorised written amendment may apply to future shipments or a specifically identified current shipment. The parties shall retain the amendment with the underlying documents. If a material change is not accepted, VEXO may decline new work subject to existing commitments and law; accrued rights and obligations remain governed by the version that applied when they arose.