

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manual.

AGTA GemFair TUCSON

Tucson Convention Center • Galleria & GemHall Jan 31-Feb 5, 2012 • Ballroom Jan 31-Feb 4, 2012

GES Terms & Conditions are subject to change at GES' sole discretion without notice to any parties.

I. Definitions

GES: Global Experience Specialists, Inc., is hereinafter referred to as GES and/or GES Logistics, and/or Trade Show Electrical (a/k/a TSE) and/or Trade Show Rigging (a/k/a TSR) and their employees; **Agents:** GES' agents, sub-contractors, carriers, and the agents of each; **Customer:** Exhibitor or other party requesting Services from GES; **Goods:** Exhibits, property, and commodities of any type for which GES is requested to perform Services; **Carrier:** Motor carrier, van line, air carrier, or air or surface freight forwarder; **Shipper:** Party who tenders Goods to Carrier for transportation; **Cold Storage:** Holding of Goods in a climate controlled area; **Accessible Storage:** Holding of Goods in an area from which Goods may be removed during shows; **Services:** Warehousing, transportation, drayage, un-supervised labor, supervised labor and/or related services; **Show Site:** The venue or place where an exposition or event takes place; **Supervised Labor (OK TO PROCEED):** Union labor that is provided to a Customer to install or dismantle a booth or exhibit space, and is supervised and/or directed by GES; **Un-Supervised Labor (DO NOT PROCEED):** Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and pursuant to Customer's election is not supervised and/or directed by GES. Customer assumes the responsibility and any liability arising therefrom, for the work of union labor when Customer elects to use un-supervised labor.

II. Scope

These Terms and Conditions shall be binding upon Customer, GES, and their respective Agents and representatives, including but not limited to Customer contracted labor such as Customer Appointed Contractors and Installation and Dismantle Companies, and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

III. Customer Obligations

a. **Payment for services.** Customer shall be liable for all unpaid charges for services performed by GES or Agents. Customer authorizes GES to charge its credit card directly for services rendered on Customer's behalf after departure, by placing an order on-line, via fax, phone or through a work order on site.
b. **Credit Terms.** All charges are due before Services are performed unless other arrangements have been made in advance. GES has the right to require prepayment or guarantee of the charges at the time of request for Services. A failure to pay timely will result in Customer having to pay in cash in advance for future services. GES retains its right to hold Customer Goods for non-payment. If a credit card is provided to GES, GES is authorized to bill to such credit card any unpaid charges for services provided to Customer, including charges for return shipping. Any charges not paid within 30 days of delivery will be subject to interest at 1 1/2% per month until paid.

IV. Mutual Obligation Indemnification

a. **Customer to GES:** Customer shall defend, hold harmless and indemnify GES from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods, relating to or arising from performance of Services herein. Customer agrees to indemnify and hold GES harmless for any and all acts of its representatives and agents, including but not limited to Customer Appointed Contractors and Installation and Dismantle Companies, any subcontractor or other user of its space or any agents or employees engaged in business on behalf of Customer or present at Customer's invitation, including supervision of labor secured through GES. Customer's obligations under this provision shall not apply to GES' own negligence and/or willful misconduct. **CUSTOMER ACKNOWLEDGES THAT THE SHOW SITE IS AN ACTIVE WORK ZONE AND CUSTOMER, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES ARE PRESENT AT THEIR OWN RISK.**

b. **GES to Customer:** To the extent of GES' own negligence and/or willful misconduct, and subject to the limitations of liability below, GES shall defend, hold harmless and indemnify Customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods. GES' obligations under this provision shall not apply to claims for bodily injury arising a) from Customer's presence in areas which have been marked as "off limits to exhibitors"; and b) when exhibitors are present in the facility prior or subsequent to the effective dates or hours of Exhibitor's space lease with show management.

V. DISCLAIMER AND LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME. GES SHALL BE LIABLE, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, FOR LOSS OR DAMAGE TO GOODS ONLY IF SUCH LOSS OR DAMAGE IS CAUSED BY THE DIRECT NEGLIGENCE OR WILLFUL MISCONDUCT OF GES. CLAIMS PRESENTED FOR LOSS OR DAMAGE ARISING OUT OF INCIDENTS REFERENCED IN SECTION VI HEREIN WILL BE DENIED.

VI. No Liability for Loss or Damage to Goods

a. **Condition of Goods:** GES shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. GES shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods shall be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customer's responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor.
b. **Receipt of Goods:** GES shall not be liable for Goods received without receipts, freight bills, or specified piece count on receipts or freight bills, or for bulk shipments (i.e., UPS, air freight, or van lines). Such Goods shall be delivered to booth without the guarantee of piece count or condition.
c. **Force Majeure:** GES shall not be liable for loss or damage that results from Acts of God, weather conditions, act or default of Customer, shipper, or the owner of the Goods, inherent nature of the Goods, public enemy, public authority, labor disputes, and acts of terrorism or war.
d. **Cold Storage:** Goods requiring cold storage are stored at Customer's own risk. GES assumes no liability or responsibility for Cold Storage.
e. **Accessible Storage:** GES assumes no liability for loss or damage to Goods while in Accessible Storage. Storage charges are for the use of space and are not a form of insurance, or a guarantee of security.
f. **Unattended Goods:** GES assumes no liability for loss or damage to unattended Goods received at Show Site at any time from the point of receipt of inbound Goods until the loading of the outbound Goods, including the entire term of the respective show or exhibition. Customer is responsible for insuring its own Goods for any and all risk of loss.
g. **Empty Storage:** GES assumes no liability for loss or damage to Goods or crates, or the contents therein, while containers are in Empty Storage. It is Customer's sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage, and ensures that any pre-existing empty labels are removed.
h. **Forced Freight:** GES is not liable for Customer Goods left on the show floor after the show closing deadline, with or without a Material Handling Services/Straight Bill of Lading signed by Customer. It is Customer's responsibility to complete accurate paperwork for shipping and to

ensure Customer Goods are properly labeled. If Customer Goods remain on the floor after the show closing deadline, GES has the right to remove the Customer Goods. GES is authorized by Customer to proceed in the manner chosen by Customer on the Order of Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise to ship Customer Goods at the discretion of GES and at Customer's expense. GES shall incur no liability for such shipment. GES retains the right to dispose of Customer Goods without liability if left on the show floor unattended, without labels or not correctly labeled.

i. **Concealed Damage:** GES shall not be liable for concealed loss or damage including but not limited to; glass, electronic equipment, prototypes, original art, uncrated Goods, or improperly packaged or labeled Goods.

j. **Unattended Booth:** GES shall not be liable for any loss or damage occurring while the Goods are unattended in Customer's booth at any time, including, but not limited to, the time the Goods are delivered to the dock until the time the Goods are received by Customer's chosen carrier. All Material Handling Forms and/or Straight Bills of Lading covering outgoing Goods submitted to GES will be checked at the time of pickup from the booth and corrections to the count or condition will be documented where discrepancies exist.

k. **Hanging items from Booth:** Customer shall not hang any articles, merchandise, product, advertisements, or other similar items from GES supplied booth materials (this includes but is not limited to GES panels or pipe and drape), utilized in Customer's own booth set up or in areas occupied by the show organizer or third parties. If Customer does hang any prohibited items, Customer alone shall be held liable for any damages, costs, actions or injuries resulting from the hanging of such item(s). GES shall have no liability for any damages, costs, actions or injuries arising out of Customer's failure to comply with this provision.

VII. Measure of Damage

a. **Sole Relief:** If found liable for any loss, GES' sole and exclusive maximum liability for loss or damage to Customer's Goods is limited to \$.50 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less.

b. **Labor:** GES assumes no liability for loss, damage, or bodily injury arising out of Customer's supervision of GES provided union labor. If GES supervises labor for a fee, GES shall be liable only for actions or claims arising out of its negligent supervision. Such liability shall be limited to the cost to Customer of the supervised labor or the depreciated value of the Goods, whichever is less. If Customer elects to use un-supervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, including but not limited to loss, damage or bodily injury and shall provide GES and show management with an indemnity, including defense costs, for any claims that result from Customers' supervision or failure to supervise assigned labor.

VIII. Miscellaneous

a. **Insurance. GES IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE.** It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods in storage or in transit to and from the show and or while on the show floor is the sole responsibility of Customer. GES recommends Customer arrange for all Risk Coverage.

b. **Notice of Loss or Damage:** In order to have a valid claim, notice of loss or damage to Goods must be given to GES or its agent within 24 hours of occurrence (as evidenced in an Incident Report completed at Show Site by GES) or delivery of outbound Goods.

c. **Filing of Claim:** Any claim for loss or damage to Goods must be in writing, containing facts sufficient to identify the Goods, asserting liability for alleged loss or damage, and making claim for the payment of a specified or determinable amount of money. Such claim must be filed with the appropriate party within the time limits specified herein. Damage reports, incident reports, inspection reports, notations of shortage or damage on freight bills or other documents, do not constitute filing of a claim.

Claims for Goods alleged to be lost, stolen or damaged at the Show Site must be received in writing by GES within **thirty (30)** days after the close of the show.

Claims for Goods alleged to be lost or damaged **during transit** must be received by the responsible party within nine (9) months of date of delivery of Goods. GES Logistics subcontracts the movement of Goods to third party carriers. Claims for damage in transit should be made directly with your carrier as shown on the Material Handling form/ Bill of Lading.

In the event of a dispute with GES, Customer will not withhold payment or any amount due GES for Services as an offset against the amount of the alleged loss or damage. Customer agrees to pay GES prior to the close of the show for all such charges and further agrees that any claim Customer may have against GES shall be pursued independently by Customer as a separate action to be resolved on its own merits. GES retains the right to pursue collection on amounts owed after show close, without regard to any amount alleged to be owed for damage, or loss.

d. **Filing of Suit:** Any action at law regarding loss or damage to Goods must be filed within one (1) year of the date of declaration of any part of a claim (logistics claims excluded).

IX. Jurisdiction, Choice of Forum

These Terms and Conditions of Contract shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Nevada. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of Nevada, or as applicable depending upon jurisdiction, the County Circuit Court in Clark County, Nevada.

X. Advanced Warehousing/Temporary Storage/Long Term Storage

All terms and conditions relative to Advanced Warehousing/Temporary Storage/Long Term Storage are contained in separate agreements titled "Storage Agreement". In the event that a Storage Agreement is not executed between the parties, the following shall apply with respect to GES' liability for Customer Goods. The responsibility of GES with respect to Customer Goods is limited to the exercise of ordinary care and diligence in handling and storing of Customer Goods. GES shall be liable only for loss or damage to Goods caused by GES' sole negligence. GES' liability is limited to \$.60 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less. In case of partial loss or damage, the maximum liability shall be prorated based on weight. GES is not responsible for any loss or damage to Goods caused by, but not limited to fire, theft, the elements, vandalism, moisture, vermin, mechanical breakdown or failure, freezing or changes in temperature, as well as any other causes beyond GES' immediate control. GES is not responsible for the marring, scratching or breakage of glass or other fragile items. GES is not liable for the mechanical functions of instruments or appliances even if such articles are packed or unpacked by GES. In no event shall GES be liable for special, incidental, indirect or consequential damages, including business loss of any kind, resulting from any damage to or loss of the Goods or from any act or failure to act. Customer pays storage fees or costs for advance warehousing for use of the space only. There is no guarantee of security or representations made by GES as to appropriateness of the conditions for Customer Goods. The risk of loss remains Customer's alone and GES recommends the Customer carry and maintain insurance in amounts sufficient to cover its risk.

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NEED ASSISTANCE?

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