



2008 APWA International Public Works Congress & Exposition

Ernest N. Morial Convention Center • August 17 - 19, 2008

GES TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT GES' SOLE DISCRETION WITHOUT NOTICE TO ANY PARTIES

I. Definitions:

GES: GES Exposition Services, Inc., d/b/a 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.

Carrier: Motor carrier, van line, air carrier, or air or surface carrier/ freight forwarder.

Shipper: Party who tenders Goods to Carrier for transportation.

Goods: Exhibits, property, and commodities of any type for which GES is requested to perform Services.

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: 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: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and per Customer's election is not supervised and/or directed by GES. Customer assumes the responsibility for the work of union labor when Customer elects to use unsupervised 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.

By acceptance of services of GES or Agents, Customer and any other party with an interest in the Goods agree to these Terms and Conditions.

III. Customer Obligations

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 its' behalf after departure, by placing an order on-line, via fax, phone or through a work order on site.

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. 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 Obligations

Indemnification:

Customer to GES: Except to the extent of GES's own negligence and/or willful misconduct, 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, relating to or arising from performance under this Agreement.

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 its' behalf of Customer or present at Customers' invitation.

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 assumes no liability for bodily injury resulting from Customer's presence in areas which have been marked as "off limits to exhibitors" and during hours and days when exhibitors are present in the facility, prior to the start of and after the conclusion of their space lease with show management.

V. No liability for consequential damages. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME.

VI. GES Liability for Loss or Damage to Goods

Negligence standard: 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.

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 should be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customers' responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor.

Receipt of Goods: GES shall not be liable for Goods received without receipts, freight bills, or specified unit counts on receipts or freight bills. Such Goods shall be delivered to booth without the guarantee of piece count or condition.

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.

Cold Storage: Goods requiring cold storage are stored at Customer's own risk. GES assumes no liability or responsibility for Cold Storage.

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.

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.

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. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, 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.

Empty Storage: GES assumes no liability for loss or damage to Goods or crates, or the contents therein, while containers are in storage. It is Customer's sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage. Damage that is the direct result of GES' negligence shall be limited to the limitations of liability set forth in this document.

Forced Freight: GES shall not be liable for Goods not picked up by Customer's chosen carrier by the show deadline. It is Customer's responsibility to complete accurate paperwork for shipping and insure its' Goods are appropriately labeled. Customer acknowledges that it is a lessee of space, and as such has an obligation to remove its' Goods on or before the targeted time. If Goods remain on the floor after this point, GES has the right to remove them in order to restore the premises to its' original condition for show management pursuant to the venue's lease with show management. In such cases GES is authorized to proceed in the manner chosen by Customer on the Order for Material Handling Services/ Straight Bill of Lading. Failure to select one of the provided options will result in re-routing at GES' discretion, and at Customer's expense assuming the Goods are labeled for return. GES retains the right to dispose of Goods left on the show floor without liability if left unattended, left without labels or not correctly labeled.

Concealed Damage: GES shall not be liable for concealed loss or damage, uncrated Goods, or improperly packaged or labeled Goods.

Unattended Booth: GES shall not be liable for any loss or damage occurring while Goods are unattended in Customers 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 Customers' 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.

Measure of damage: GES' liability shall be limited to the lesser of 1) the depreciated value of Goods, 2) repair cost, or 3) the limitation of liability. The limitation of liability shall be \$50 (fifty cents) per pound per piece, \$100.00 (one hundred dollars) per package or \$1,500.00 (one thousand five hundred dollars) per occurrence.

Excess Declared Value: If Customer wishes a higher limitation of liability than stated above, for loss or damage to property that occurs during the show, the Customer may do so by declaring a value in the space provided on the GES services order form(s) and also on the **Material Handling Order Form and paying by the appropriate additional charge in advance of the commencement of services by GES.** Maximum liability for damages resulting from GES' negligence shall then be increased to the amount of declared, but in no case shall it exceed the depreciated value of the Goods or repair costs, whichever is less. In case of partial loss or damage, the maximum liability shall be prorated based on weight. Excess Declared Value is not for: plasma screens, or other fragile electronic equipment, original art, and prototypes. The Declared Value may never exceed \$100,000, for the purpose of this provision and GES' liability in all circumstances shall be limited to the amount of this cap.

No 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, unless it is shown that GES performed in a manner that constitutes gross negligence in the performance of its services for Customer.

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 or delivery of Goods, whichever is later.

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 below.

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 sixty (60) 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 the Customer's 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.

Filing of suit: Any action at law regarding loss or damage to Goods must be filed within two years of the date of declaration of any part of a claim.

VII. Jurisdiction, Choice of forum. This Agreement 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.

VIII. Advanced Warehousing/Temporary Storage/Long Term Storage.

All terms and conditions relative to Advanced Warehousing/Temporary Storage/Long Terms Storage are contained in the separate agreement, entitled "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's Goods:

The responsibility of GES with respect to Exhibit Material is limited to the exercise of ordinary care and diligence in handling and storing of Customer's Goods. GES shall be liable only for loss or damage to Goods caused by GES' sole negligence. GES' liability is limited to sixty cents per pound (\$60) of the actual cash value per article. 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, if any 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 Exhibitors' Material. The risk of loss remains the Customers alone and GES recommends the Customer carry and maintain insurance in amounts sufficient to cover its' risk.