

Plumbing Order Form

RETURN WITH G-2: PAYMENT & CREDIT CARD CHARGE AUTHORIZATION FORM TO:
Trade Show Electrical • 7000 Lindell Road, Las Vegas, Nevada 89118-4702 • Fax: 866.329.1437

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

SEMA Show 2016

Westgate Las Vegas Resort and Casino
November 1 - 4, 2016

Discount Deadline Date:
October 14, 2016

COMPANY NAME	EMAIL ADDRESS	BOOTH NUMBER
SHOWSITE CONTACT	SHOWSITE CONTACT PHONE #	DATE/TIME OF ARRIVAL
		CONTACT'S HOTEL (OPTIONAL)

By signing and delivering this form to TSE, customer agrees to all terms and conditions printed on this form. To receive the discount rate, we must receive your order, along with full payment, by the deadline date above. All other orders will be processed at the regular rate. No credits will be issued on services installed as ordered even though not used.

Price List

Important Information

ITEM#	DESCRIPTION	DISCOUNT PRICE	REGULAR PRICE
Compressed Air: 90-100 lbs PSI			
701037	1st Air Outlet	\$ 555.25	\$ 832.90
701115	Air - Additional Footage	\$ 6.05	\$ 6.05
701038	Air Outlet, CFM Required (5 Minimum per out)	\$ 9.85	\$ 14.80
701039	Air Outlet, Connection	\$ 148.00	\$ 222.00
701040	Air Outlet, Supplemental (within 5' of 1st outlet)	\$ 277.40	\$ 416.10
Note: Airline size is predicated on numbered CFM's ordered.			
Water: 1/2" and 3/4"			
701081	1st Water Outlet	\$ 571.55	\$ 857.35
701087	Water Outlet, Connection	\$ 148.00	\$ 222.00
701088	Water Outlet, Supplemental (within 5' of 1st outlet)	\$ 280.55	\$ 420.85
Any and all connections will be subject to a labor charge. See Plumbing Labor Form (K-2) for rates.			
Drain: 1/2" and 3/4"			
701045	1st Drain Outlet	\$ 571.55	\$ 857.35
701117	Drain - Additional Footage	\$ 6.05	\$ 6.05
701051	Drain Outlet, Connection	\$ 148.00	\$ 222.00
701052	Drain Outlet, Supplemental (within 5' of 1st outlet)	\$ 280.55	\$ 420.85
Any and all connections will be subject to a labor charge. See Plumbing Labor Form (K-2) for rates.			
Water Filling and Draining			
701090	Fill & Drain, 1-199 Gallons, Per Unit	\$ 304.30	\$ 456.45
701092	Fill & Drain, 400+ Gallons, Per Unit	\$ 36.50	\$ 54.75
701091	Fill & Drain, 200-399 Gallons, Per Unit	\$ 477.05	\$ 715.60
701116	Water - Additional Footage	\$ 6.05	\$ 6.05

The above price includes a one-time fill and drain for each container. Labor is not included. Plumbing contractor is not responsible for color or sediment in water fill. If waste water for drain contains hazardous material, chemicals or metals, it cannot be drained. Please include Booth Layout form (H-3) for placement of outlets.

Cancellation Policy: Items cancelled will be charged 50% of original price after move-in begins and 100% of original price after installation.

- **COMPRESSED AIR** — Trade Show Electrical (TSE) is not responsible for moisture, oil, or water in our lines, loss of pressure or excess pressure. TSE Plumbing is the exclusive provider of compressed air for this event. The use of portable compressors are strictly prohibited. Only compressors that are part of an Exhibitor's product display or installed as an integral part of an Exhibitor's product will be allowed on the show floor. Exhibitors must supply their own filters, air dryers, or pressure regulators.
 - **WATER** — Pressure may vary. No guarantee can be made of minimum or maximum pressures. If pressure is critical, Exhibitor should arrange to have a pressure regulator valve or pump installed.
 - **LABOR** — Laying of any lines under carpet or other flooring, or spotting from ceiling will be an additional labor charge.
- IMPORTANT CONDITIONS AND REGULATIONS**
- All material and equipment furnished by TSE for this service order shall remain TSE property and shall be removed ONLY by TSE at the close of the show.
 - Wall, column and permanent building utility outlets are not a part of booth space and are not to be used by Exhibitors.
 - All equipment must comply with state and local safety codes.
 - Claims will not be considered unless filed by Exhibitor prior to close of exposition, no exceptions.
 - Prices based upon current wage rates and are subject to change without notice.
 - Under no circumstances shall anyone other than "Plumbing Personnel" make service connections.
 - Special equipment requiring company engineering or technicians for assembly, servicing, preparatory work and operation may be executed without TSE "Plumbing Personnel." However, all service connections to such equipment must be made by TSE "Plumbing Personnel" only.
 - All equipment using water must have inlet and outlet properly tagged.
 - Unless otherwise directed, TSE "Plumbing Personnel" are authorized to cut floor coverings to permit installation of service.
 - Outlet rates listed cover bringing service from main line to booth and do not include connecting equipment.
 - Service outlet size will be determined by the volume required.
 - All work performed within booth attaching lines to equipment will be charged on a time and material basis in addition to connection fees.
 - A separate connection fee will be made for each piece of equipment using connected service, whether connected directly or otherwise.
 - TSE must have 30 days notice in order to supply special regulators, strainers, traps, etc.
 - All booths include up to 100 feet of accomplished distance. Use of additional footage or equipment will be charged at the prevailing labor and materials rates.
 - All outlets will be installed on the floor at the backwall of the booth.
 - TSE Plumbing will not be responsible for sediment, color or taste of water in water line.
 - All services will be disconnected/shut off at conclusion of show unless advance notice has been given and acknowledged.
 - All cylinders must be firmly attached to exhibit. If cylinder must be made secure by contractor a labor charge may be added.
 - A connection of a regulator to equipment will be subject to a 1 hour minimum labor charge plus materials at prevailing labor rates.

Additional Information

TSE's liability for any and all loss or damage is limited to the value of the cost of plumbing services provided or the depreciated value of Goods, whichever is less.

Place Order Here

ITEM#	DESCRIPTION	PRICE	QUANTITY	TOTAL PRICE
				\$
				\$
				\$
A.	Payment Enclosed			\$

I agree in placing this order that I have accepted TSE Payment Policy and TSE Terms & Conditions of Contract.

Authorized Signature - Please Sign: X

AUTHORIZED NAME - PLEASE PRINT	DATE
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Need Assistance?

Toll Free: 800.475.2098 | www.ges.com/chat

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CONTACT'S HOTEL (OPTIONAL)		

Important Information & Rates

Starting time can be guaranteed only when labor is requested for the start of the working day at 8:00 AM. All exhibit labor for 8:00 AM starting times will be dispatched to booth space. Confirm labor and equipment by 2:30 PM the day before date requested. Please have an authorized representative in booth to supervise the work to be done and sign work order upon completion. Equipment and labor cancelled without a 24 hour notice shall be charged a one (1) hour cancellation fee per worker and equipment. If Exhibitor fails to use the workers and equipment at the time confirmed, a one (1) hour "Not Ready" charge per worker and equipment will apply.

The minimum charge for labor is one (1) hour per worker and equipment. Labor thereafter is charged in half (½) hour increments per worker and equipment. **Gratuities in any form, including cash, gifts, or labor hours for work not actually performed are prohibited by TSE.** TSE requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior. All rates are subject to change if necessitated by increased labor and material costs.

LABOR RATES ARE AS FOLLOWS:

Plumber per Hour	Discount	Regular
Plumbing, ST Code: 705011	\$ 96.20	\$ 125.05
Plumbing, OT Code: 705011	\$ 181.50	\$ 235.95

Straight Time: Monday through Friday from 8:00 AM to 5:00 PM.
Overtime: All other times Monday through Friday. All day Saturday, Sunday & Holidays.
Discount Rate: Rate applies to orders placed on or before the above Discount Deadline Date.
Regular Rate: Rate applies to orders placed after the above Discount Deadline Date.

Please Indicate Service

TSE Supervised (OK TO PROCEED)
 Please complete "Booth Layout" form (H-3)

TSE will supervise labor to:

- A 30% surcharge will be added to the labor rates above for this professional supervision.

Furthermore, TSE's liability for any and all loss or damage is limited to the value of the cost of electrical services provided or depreciated value of Goods, whichever is less.

Exhibitor Supervised (DO NOT PROCEED)

Exhibitor will supervise.

- Indicate workers needed for installation
- TSE assumes **no** liability for loss, damage or bodily injury arising out of the installation and/or dismantling of Exhibitor's property by TSE provided union labor. Exhibitor assumes the responsibility and any liability arising therefrom, for the work performed by union labor under Exhibitor's supervision. Exhibitors must stay clear during movement of freight.

Place Order Here

SCHEDULE DATE(S)	SCHEDULE START TIME	SCHEDULE END TIME	TOTAL # OF HOURS	TOTAL # OF PLUMBERS	LABOR RATE	TOTAL
	AM PM	AM PM				
	AM PM	AM PM				
I agree in placing this order that I have accepted TSE payment Policy and TSE Terms & Conditions of Contract. Authorized Signature - Please Sign:			A.	Total Labor Ordered		\$
			B.	30% TSE Supervision		\$
			C.	Payment Enclosed		\$
X	AUTHORIZED NAME - PLEASE PRINT	DATE				

Please estimate the number of workers and hours per worker needed for installation. Invoice will be calculated according to actual hours worked, relative to the original order and based upon the date received. Additional labor required will be calculated and invoiced at the show site rate.

Need Assistance?

Toll Free: 800.475.2098 | www.ges.com/chat



Booth Layout Form

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Contact us Online: www.ges.com/chat Phone: 800.475.2098

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MANDATORY FORM*

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A unique grid must be completed for each of the following services to ensure proper placement of items in your booth. Please do not combine services onto a single grid. Print/photocopy as needed.

- Electrical Forms (For Non-Standard Distribution)
- Plumbing Forms (For Non-Standard Distribution) - Form K-1

To use this grid:

- Use bold lines to indicate the outline of your booth.
- Indicate the scale of the grid (i.e. 1 square = 1 foot) or indicate the dimensions of your booth.
- Mark the adjacent booth numbers or aisle numbers.

Each square is _____ feet square since my booth is _____ feet wide by _____ feet long.

BACK OF BOOTH (indicate adjacent booth or aisle number: _____)

Indicate
Adjacent
Booth or
Aisle Number:

Indicate
Adjacent
Booth or
Aisle Number:

FRONT OF BOOTH (indicate adjacent booth or aisle number: _____)

***This form must be returned to TSE for your orders to be processed.**



Payment and Credit Card Charge Authorization

Credit Card Authorization: Trade Show Electrical • 7000 Lindell Road, Las Vegas, Nevada 89118-4702 • Fax: 866.329.1437

Check Payments: Trade Show Electrical • Bank of America P.O. Box 96174, Chicago, IL 60693

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MANDATORY FORM*

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COMPANY NAME	EMAIL ADDRESS	BOOTH NUMBER		
STREET ADDRESS	CITY	STATE	ZIP/POSTAL CODE	COUNTRY
PHONE	FAX	PURCHASE ORDER NUMBER		
BOOTH PRIMARY CONTACT NAME AND PHONE NUMBER		SHOWSITE CONTACT NAME AND PHONE NUMBER		

Payment Policy

Payment for Services — TSE requires payment in full at the time services are ordered. Further, TSE requires that you provide a credit card authorization with your initial order. For your convenience, we will use this authorization to charge your account for services, which may include labor, material handling, or any applicable fuel or energy surcharge.

Discount Prices — To qualify for discount pricing, orders must be received with payment on or before the discount price deadline(s).

Method of Payment — TSE accepts MasterCard, Visa, American Express, check and bank ACH/Wire transfer. Purchase orders are not considered payment. All payments must be made in U.S. funds drawn on a U.S. Bank. *Exhibitors will be charged a \$50.00 fee for returned NSF checks.*

Third Party Billing — Each exhibiting firm is ultimately responsible for all charges incurred on its behalf. TSE reserves the right to institute collection action against the exhibitor if the authorized third party does not pay. See *Third Party Billing Request form*.

Tax Exempt — If you are tax exempt in the state in which you will be exhibiting, you must provide a Sales Tax Exemption Certificate for that state. Please send the above information to the TSE office for this show. Taxes vary by location and will be added to your invoice, if you do not submit your tax exempt certificate prior to the deadline.

Adjustments and Cancellations — No adjustments to invoices will be made after the close of the show. Please refer to the individual forms for labor, etc., for cancellation fees. All orders cancelled by the Exhibitor or due to the cancellation of an event or their non-participation may be subject to cancellation fees equal to 50% - 100% of the total order, based upon the status of move-in, work performed and/or TSE set-up costs or expenses. A minimum non-refundable deposit of \$25.00 will be applied towards the invoice, unless there is a cancellation of your order. Additionally, TSE retains the right to implement/assess a fuel or energy surcharge on all services as necessary based upon market conditions.

Bank ACH/Wire transfer payment information:

Beneficiary: Global Experience Specialists, Inc. (GES)
 c/o Bank of America **Account #:** 7188101819
 901 Main Street, TX1-492-07-14 **Wire ABA Routing #:** 026009593
 Dallas, TX 75202-3714 USA **ACH ABA Routing #:** 071000039
Telephone # 702-263-2795 or 702-914-5112 **SWIFT Address:** BOFAUS3N
 CHIPS Address: 0959

If requested, following is the physical address for routing identifiers:

Bank of America, Wire Transfer-Customer Services
2000 Clayton Road, Concord, CA 94520 USA

To properly credit your account, send the following information to the GES via email to Cash Application Team at cashapplication@ges.com.

- exhibiting company name, show name, show facility, and booth number
- date and amount of wire transfer
- bank and country where transfer originated

- If you have any questions regarding our payment policy, please call TSE National Servicenter® at 800.475.2098 or visit the TSE Servicenter® at the show.
- Please complete the information and return payment in full with this form and your orders. You may choose to pay by credit card, check, or bank wire transfer, however, we require your credit card charge authorization to be on file with TSE.
- All balances must be paid at the conclusion of the event. You agree to late fees up to 1.5% per month on any balance not paid at the conclusion of the event, or balance left without appropriate credit card on file.
- For your convenience, we will use this authorization to charge your credit card for any additional amounts ordered by your representative or services rendered to your company for this event.
- TSE will charge a convenience fee for each request to reprocess payment to an alternate credit card in order to cover incremental processing costs. An alternate credit card is a credit card different than the one used to process your initial payment in accordance with TSE payment policy. The convenience fee will be quoted at the time your request is made to reprocess payment. The convenience fee will be added to your account balance and settled utilizing the new credit card provided.

TSE requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior.

***This form must be returned to TSE for your orders to be processed.**

Credit Card Charge Authorization

All information must be provided. **Your order will not be processed if any information is missing.** (i.e., Expiration Date, Account Number, Contact Information, Type of Card, Signature) **We require your credit card charge authorization to be on file with GES even if you are paying by check or bank wire transfer.**

Card Number Corporate Card Personal Card

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PROVIDE EXPIRATION DATE MasterCard VISA American Express *Signature Required Below

CARDHOLDER'S NAME PLEASE PRINT

CARDHOLDER'S BILLING ADDRESS CITY

STATE ZIP/POSTAL CODE COUNTRY

Calculation of Orders

	TOTAL
Electrical Rental	\$
Plumbing	\$
Electrical Labor	\$
Other Services (Specify)	\$
Other Services (Specify)	\$
FULL PAYMENT in U.S. funds drawn on a U.S. Bank Global Experience Specialists Federal ID #59-1008863 GES is exempt from backup withholding tax.	\$

To simplify payment, send a check payable to Global Experience Specialists for your entire order or note the amount to be charged to your credit card.

Charge my credit card in the amount of: \$

Enclosed is a check in the amount of: \$

Check Number: Dated:

Please note payment return addresses at top of form.

I agree in placing this order that I have accepted TSE Payment Policy and TSE Terms & Conditions of Contract. *Credit card charge authorization signature required below.

PLEASE SIGN X _____
 AUTHORIZED SIGNATURE / CARDHOLDER'S SIGNATURE

_____ AUTHORIZED NAME - PLEASE PRINT _____ DATE

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Return this form when a third party (any party other than exhibiting company) ("AGENT") should be billed for services.

Step 1. Provide the Exhibiting Company contact information and signature

Exhibiting Company Name _____

Exhibiting Company Address _____ City _____ State _____ Zip/Postal Code _____

Phone _____ Fax _____ Exhibiting Company Contact Email Address _____

Please Sign

X _____
Exhibiting Company Authorized Signature

_____ Date
Exhibiting Company Authorized Name - Please Print

I agree in placing this order that I have accepted TSE Payment Policy and TSE Terms & Conditions of Contract, and have advised all of my AGENTS of the same.

Step 2. Check services below to invoice to the Third Party

All Services If the Third Party is not to be invoiced for "All Services" please select specific services below. Exhibitor will need to complete Payment and Credit Card Authorization (G-2) and submit with this form if third party is not to be invoiced for all services.

Electrical Outlets Electrical Labor Plumbing
 Other (Please Specify) _____

Step 3. Provide the Third Party contact information

Third Party Company Name _____

Third Party Company Address _____ City _____ State _____ Zip/Postal Code _____

Phone _____ Fax _____ Contact's Email Address _____

Step 4. Complete Third Party Credit Card Charge Authorization with signature

Cardholder Name - Please Print _____

Billing Address _____

City _____ State _____ Zip/Postal Code _____

Card Number _____ Expiration Date _____

MasterCard Corporate Card
 VISA Personal Card
 American Express

Please Sign

X _____
Third Party Cardholder's Signature

_____ Date
Third Party Cardholder's Name - Please Print

I agree in placing this order that I have accepted TSE Payment Policy and TSE Terms & Conditions of Contract.

TSE reserves the right to deny any Third Party Billing Request that is not complete or received by the deadline date. **It is understood and agreed that the Exhibiting Company is ultimately responsible for payment of charges for services requested by Exhibiting Company or its Agents, and for all acts and/or omissions of its Agents.** If an Agent does not pay the invoice before the last day of the show, charges will revert to the Exhibiting Company. All Invoices are due and payable upon receipt. TSE Terms & Conditions of Contract, and TSE' Payment Policy apply to both the Exhibiting Company and all Agents. We require your complete credit card information even if you are paying by check or bank wire transfer.

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**Terms & Conditions are
subject to change 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 unsupervised 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.