

## TERMS AND CONDITIONS

1. ETS will not be responsible for any shipping or associated charges. Exhibitors agrees to indemnify and hold ETS harmless for any claims or disputes regarding such charges. these charges are between Exhibitor and carrier.
2. ETS shall not be responsible for concealed damage, damage to uncrated materials or materials improperly packaged.
3. ETS shall not be responsible for lost, theft, or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's booth.
4. ETS shall not be responsible for any loss, damage, or delay caused by events beyond its reasonable control, including without limitations, fires, floods, weather, earthquakes, lockouts, strikes or other type of loss or damaged.
5. ETS's liability shall be limited to any loss or damage which results solely from ETS's negligence in its actual physical handling of the items comprising Exhibitor's shipment(s), and not for any other type of loss or damage.
6. The extent of ETS's liability shall be limited to the physical loss or damage to the specific article which is lost or damaged, and in any event ETS's maximum liability shall be limited to \$.30 per pound per article with a maximum liability of \$50.00 per item or \$1000.00 per shipment, whichever is less.
7. ETS shall not be liable to any extent whatsoever for any special, consequential, indirect, incidental, or punitive damages. As such, ETS shall not be liable for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs, which may result from loss of or damage to Exhibitor's materials.
8. The consignment or delivery of a shipment to ETS by Exhibitor, or by any shipper on behalf of Exhibitor, shall be an acceptance by the Exhibitor (and/or other shipper) of the terms and conditions set forth herein.
9. If any employee of ETS signs a delivery receipt, bill of lading, or other document on behalf of Exhibitor, Exhibitor agrees that ETS will do so as its agent and accepts the responsibility thereof.
10. With regard to outgoing shipments after the show, Exhibitor acknowledges that there will be a lapse of time between the completion of packing and the actual pick-up of Exhibitor's materials from it's booth for loading onto a carrier and that during such time, Exhibitor's shipment will be left unattended in its booth. ETS shall not be responsible for any loss, theft, disappearance, or damage during such period. Exhibitor authorizes ETS to adjust the quantities of the items on this form to conform to the actual count of such items in the booth at the time of pick-up by ETS.
11. Exhibitor accepts the responsibility for the payment of ETS charges in connection with the handling of it's shipment as set forth on the front of this form. Exhibitor guarantees payment to ETS in the event any third party who acts on it's behalf shall fail to pay such charges within 60 days after the close of show.
12. In the event of a dispute with ETS regarding any loss of or damage to any of Exhibitor's materials or equipment, Exhibitor will not withhold payment of any amount due to ETS for drayage or any other services provided by ETS as an offset against the amount of the alleged loss or damage. Instead, Exhibitor agrees to pay ETS 60 days from the close of the show for all such charges. It is further agreed that Exhibitor will pursue any claim it may have against ETS independently as a completely separate transaction to be resolved on its own merits.
13. Where no disposition is made, materials will be taken to ETS's warehouse, awaiting Exhibitor's shipping instructions and Exhibitor will be charged accordingly. Charges must be paid before release of material.
14. Any and all questions regarding these terms and conditions should be directed to the ETS office producing the show.