

# LIMITS OF LIABILITY

Schedule A

Said terms and conditions are accepted when any of the following conditions are met:

- **THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR**
- **WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO NCS WAREHOUSE OR TO A SHOW/EXPOSITION SITE FOR WHICH NATIONAL CONVENTION SERVICES IS THE OFFICIAL SHOW CONTRACTOR; OR**
- **WHEN AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY AN EXHIBITOR WITH NATIONAL CONVENTION SERVICES.**

**1. DEFINITIONS.** For purposes of this contract, "National Convention Services" ("NCS") means National Convention Services. ("NCS") and their employees, officers, directors, agents, assigns, affiliated companies, and related entities including but not limited to any subcontractors NCS may appoint. The term "EXHIBITOR" means the EXHIBITOR, its employees, agents, representatives, and any EXHIBITOR Appointed Contractors. Further, the EXHIBITOR is in fact the "shipper" for all purposes and circumstances, notwithstanding anything contained herein to the contrary. All dollar amounts are in U.S. dollars.

**2. PACKAGING AND CRATES.** NCS shall not be responsible for damage to lose, uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, canceled damage, carpets in bags or poly, or materials improperly packed. In addition, NCS shall not be responsible for crates and packaging which are unsuitable for handling, in for condition, or have prior damage. Crates and packaging should be of a design to adequately protect for handling by forklift and similar means.

**3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or his representative. All previous labels must be removed or obliterated. NCS assumes no responsibility for: Error in the above procedures; Removal of containers with old empty labels & without NCS Labels; or Improper information on empty labels. NCS WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

**4. INBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of exhibitor or his representative, and *during such time the materials will be left unattended*. NCS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. NCS highly recommends the securing of security services from facility or Show Management.

**5. OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and actual pick up of materials from the booths for loading onto a carrier and *during such time the materials will be left unattended*. NCS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. NCS highly recommends the securing of security services from facility or show management. All Materials Handling Agreements submitted to NCS by EXHIBITOR will be checked at the time of pick up from the booth and corrections will be made where discrepancies exist between the quantities of items listed by EXHIBITOR and the actual count of such items in the booth at the time of pick up.

**6. NCS RESPONSIBILITY.** NCS shall be responsible only for those services which it directly provides. NCS assumes no responsibility for any person's parties, or other contracting firms not under NCS's direct supervision and control. NCS shall not be responsible for loss, delay, or damage due to strike, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failure, explosion, acts of terrorism or war, other causes beyond NCS's reasonable control, nor for ordinary wear & tear in the handling of materials.

**7. INSURANCE.** It is understood that NCS is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide NCS with a release of subrogation to the extent of any insurance settlement received.

**8. DECLARED VALUE.** Declared value is available only on AIR SHIPMENTS. The value per pound for applying valuation charges shall be determined by dividing the EXHIBITOR'S declared value for carriage by the actual weight of the shipment.

**(a) GROUND SHIPMENTS.** No declared value is available for ground shipments. If the EXHIBITOR'S declared value for carriage by the actual weight of the shipment.

**(b) DOMESTIC & INTERNATIONAL AIR SHIPMENTS.** When the EXHIBITOR declares the value that \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is greater, an additional charge of \$0.85 (USD) for each \$100.00 (USD) of excess valuation or fraction thereof, subject to a minimum charge of \$3.25 (USD) per shipment, will be assessed on the value shown on the front of this form.

**(c)** Notwithstanding the above limitations, all shipments, domestic and international, containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD).

1. Artworks and objects or art, namely original paintings, drawings, etchings, water colors, tapestries or sculptures.
2. Clocks, jewelry, including costume jewelry, furs and fur trimmed clothing.
3. Personal effects, including without limitation papers and documents.

**(d)** Liability for damage to shipments containing glass shall be limited to \$50.00 (USD). Shipments with a declared value exceeding \$50.00 (USD) will not be accepted. If inadvertently accepted, liability will be limited to \$50.00 (USD). Glass shipments include without limitation, windshields, plate glass, ceramics, chinaware and light bulbs.

**(e)** Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.

**9. CLAIM(S) FOR LOSS.** Claims for loss or damage must be filled within nine (9) months after the delivery of the property, except that claims for failure to make delivery must be filed with in nine(9) months after a reasonable time for delivery has elapsed. In no event shall a suit or action be brought against NCS more than two(2) years and one day from the day when written notice is given by NCS to EXHIBITOR that the claim is disallowed. Receipt of shipment by consignee or the consignee's agent with out written notification of damage or loss will be prima facie evidence that the shipment was delivered in good condition.

**a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and NCS relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to NCS for its services, as an offset against the amount of any alleged loss or

**b. MAXIMUM RECOVERY.** If found liable for any loss, NCS sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less, unless shipper makes a declaration of value in the space designated on the front of this form and pays the appropriate valuation charge. When a declaration is made liability shall in no event exceed the declared value of the shipment. DECLARED VALUE AMOUNTS AS SHOWN ON THE FRONT OF THIS FORM APPLY ONLY TO THE AIR SHIPMENT OF MATERIALS, AND NOT OT ANY OTHER SERVICES PROVIDED NCS INCLUDING, WITHOUT LIMITATION, MATERIAL HANDLING SERVICES.

**C. BREACH OF CONTRACT AND /OR NEGLIGENCE ONLY.** NCS's liability shall be limited to any loss or damage which results solely from NCS's NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR 's shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall NCS be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of the provisions of this agreement regardless of the form of action, where in contract or in tort, including strict liability and negligence, even if NCS has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to: loss of profits, loss of use or interruption of business, or other consequential or indirect economic loss(es).

**10. JURISDICTION.** THIS CONTRACT SHALL BE CONSTRUCTED UNDER THE LAWS OF THE STATE OF NEW YORK WITH OUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN MANHATTAN COUNTY, NEW YORK

**11. DISPUTE RESOLUTION WAIVER OF A JURY TRIAL.** Parties agree to waive the right to a Jury trial and agree to utilize an independent arbitrator in the county of Manhattan, New York.

**12. INDEMNIFICATION.** EXHIBITOR agrees to indemnify, forever hold harmless and defend NCS, its employees, directors, officers, and agents from and any and all demands, claims, causes of action, fines, penalties, damages (including consequential), Liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation cost) on account of personal injury, death, or damage to or loss of property or profits arising out of, or contributed to, by any of the following:

- EXHIBITOR's negligence, willful misconduct, or deliberate act, or the negligent supervision of such labor by any of EXHIBITOR's employees, agents, representatives, customers, invitees and/or any EXHIBITOR Appointed Contractor (EAC).
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR's employees, agents, representatives, customers, invitees, and/or any EXHIBITOR Appointed Contractor (EAC) at the show or exposition to which this contract relates.
- EXHIBITOR's violation of federal, state, county, or local ordinances or the violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.
- EXHIBITOR's Inclusion of illegal substances, hazardous materials or waste in any shipments placed with NCS and for the violation of the representations and warranties made regarding hazardous material made on the front of this Agreement.

**13. MISCELLANEOUS.** EXHIBITOR, as a material part of the consideration to NCS for material handling and transportation services, waives and releases all claims against NCS, its employees, agents, officers, and directors, with respect to all matters for which NCS has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read this agreement, understands it and agrees to bound by its terms, and further agree that it is the complete and exclusive agreement between the parties. The invalidity or enforcement of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.

Signor agrees to be bound by the terms and conditions set forth in the Exhibitor Manual (see schedule A)