



115 Moonachie Avenue
Moonachie, N.J. 07074
Phone: 201-994-1301 Fax: 201-994-1350

TexworldUSA

January 16 - 18, 2012

Jacob K. Javits Convention Center

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become a part of the Contract between Metropolitan Exposition Services, Inc. and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- The Payment Authorization Form is signed; or
- An order for labor, services and/or rental equipment is placed by exhibitor with Metropolitan Exposition Services, Inc.; or
- Work is performed on behalf of exhibitor by labor secured through Metropolitan Exposition Services, Inc.

DEFINITIONS

For purposes of the contract, "Metropolitan Exposition Services, Inc.," ("Metropolitan") means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors Metropolitan Exposition Services, Inc. may appoint. The term "Exhibitor" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional after deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of Metropolitan except where specifically identified as a sale. All rentals include delivery, installation, and removal from Exhibitor's booth. In case of cancellation of any orders or services by Exhibitor, a one-hour "per person, per hour" charge will be applied for all labor orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. If services have already been provided at the time of cancellation, a 50% restocking fee will be applied to all Metropolitan rental items with the exception of Custom-Cut carpet and any other custom-order items, which will remain at 100% of the original charge. If the show or event is canceled because of reasons beyond Metropolitan's control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. Metropolitan will not issue refunds to Exhibitor of any payments made before the date of cancellation. It is exhibitor's responsibility to advise the Metropolitan Service Desk Representative of any problems with any orders, and to check the Exhibitor's invoice for accuracy prior to the close of the show or event. If Exhibitor is exempt from payment of sales tax, Metropolitan requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless Exhibitor is rebilling these charges to its customers. For International exhibitors, Metropolitan requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net, due and payable in Moonachie, New Jersey upon receipt of invoice. Effective thirty (30) days after invoice date, any unpaid balance will bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an Annual Percentage Rate of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, any excess finance charge received by Metropolitan shall be either applied to reduce the principal unpaid balance or refunded to the payer. These payment terms and conditions shall be governed by and construed in accordance with the Laws of the State of New Jersey. In the event of any dispute between the Exhibitor and Metropolitan relative to any loss, damager, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to Metropolitan for its services, as an offset against the amount of any alleged loss or damager. Any claim against Metropolitan shall be considered a separate transaction, and shall be resolved on its own merits. Metropolitan reserves the right to charge Exhibitor for the difference between the Exhibitors estimate of charges and the actual charges incurred by the Exhibitor, or for any charges that Metropolitan may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, Metropolitan hereby provides notice that it reserves the right, and Exhibitor authorizes Metropolitan, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on Exhibitor's account.

LABOR UNDER THE SUPERVISION OF METROPOLITAN – RESPONSIBILITIES:

Metropolitan shall be responsible for the performance of labor provided under this option. Metropolitan does not assume responsibility for any acts of, or loss to, persons, parties an/or other contracting firms not under Metropolitan's direct supervision and control. In no event shall Metropolitan be liable for loss or damage caused by delay in labor beginning work when Exhibitor requests labor to begin later than the start of the working day. Metropolitan shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond Metropolitan's reasonable control.

INDEMNIFICATION:

Metropolitan agrees to indemnify, hold harmless, and defend Exhibitor from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to Metropolitan's employees, or property damage arising out of work performed by labor provided by and supervised by Metropolitan except when Exhibitor exercises direction and/or control over the work being performed.

LABOR UNDER THE SUPERVISION OF EXHIBITOR – RESPONSIBILITIES:

Exhibitor shall be responsible for the performance of labor provided under this option. It is the responsibility of exhibitor to supervise labor secured through Metropolitan in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with Metropolitan's Safe Work Rules and/or Federal, State, County and Local ordinances, rules an/or regulations, including but not limited to show or facility management rules and regulations. It is the responsibility of Exhibitor to check in with the Metropolitan Service Desk to pick up labor and to return to the Service Desk to release labor when the work is completed.

INDEMNIFICATION:

Exhibitor agrees to indemnify, hold harmless, and defend Metropolitan from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorney's fees and investigation costs) for bodily injury, including any injury to Metropolitan employees, and/or property damage arising out of work performed by labor provided by Metropolitan but supervised by Exhibitor. Further, the Exhibitor's indemnification of Metropolitan includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by facility or show management, and/or directing labor provided by Metropolitan to work in a manner that violates any of the above rules, regulations, and/or ordinances.



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The terms and conditions set forth below become a part of the Contract between Metropolitan Exposition Services, Inc. and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- The Material Handling Agreement is signed; or
- Exhibitor's materials are delivered to Metropolitan's warehouse or to a show or exposition site for which Metropolitan Exposition Services, Inc. is the Official Show Contractor; or
- An order for labor and/or rental equipment is placed by exhibitor with Metropolitan

1. **DEFINITIONS** - For purposes of the contract, "Metropolitan Exposition Services, Inc.," ("Metropolitan") means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors Metropolitan Exposition Services, Inc. may appoint. The term "Exhibitor" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC"). Further, Exhibitor is in fact the "Shipper" for all purposes and circumstances notwithstanding anything contained herein to the contrary.

2. **PACKAGING & CRATES** - Metropolitan shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed materials. In addition, Metropolitan shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents 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 the exhibitor or its representative. All previous labels must be removed or obliterated. Metropolitan assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Metropolitan labels; improper information on the empty labels. Metropolitan will not be liable for loss or damage to crates and containers or their contents while same 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 its representative, and during such time the materials will be left unattended. Metropolitan will not be responsible for any loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to Exhibitor's booth at show site. Metropolitan 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 the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. Metropolitan will not be responsible 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. Metropolitan highly recommends the securing of security services from facility or show management. All Material Handling Agreements submitted to Metropolitan by exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Metropolitan and the actual count of such items in the booth at the time of pickup

6. **DELIVERY TO THE CARRIER FOR RELOADING** - Metropolitan assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed contractor, shipper, or agent for transportation after the conclusion of the show. Metropolitan loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. Metropolitan assumes no responsibility for loss, damage, theft or disappearance of exhibitor's materials that arises out of improperly loaded materials.

7. **DESIGNATED CARRIERS** - In order to expedite removal of materials from show site as required by show management and/or the facility, Metropolitan shall have the authority to change the exhibitor designated carrier if that carrier does not pickup the shipment(s) at the appointed time. Where no disposition is made by exhibitor, materials may be taken to a warehouse to await exhibitors shipping instructions and exhibitor agrees to be responsible for charges relating to such rerouting and handling. In no event shall Metropolitan be responsible for any loss resulting from such rerouting designation.

8. **METROPOLITAN'S RESPONSIBILITIES** - Metropolitan shall be responsible only for those services which it directly provides. Metropolitan assumes no responsibility for any persons, parties, or other contracting firms not under Metropolitan's direct supervision and control. Metropolitan's performance hereunder is subject to, and Metropolitan shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances power failures, explosions, acts of terrorism or war, or for any other cause beyond Metropolitan's reasonable control, nor for ordinary wear and tear in the handling of materials.

9. **INSURANCE** - It is understood that Metropolitan 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 Metropolitan with a release of subrogation to the extent of any insurance settlement received.



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10. **CLAIM(S) FOR LOSS** - Exhibitor agrees that any and all claims for loss or damage must be submitted to Metropolitan immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when exhibitor's materials are delivered to the carrier for transportation from the show site of from Metropolitan's warehouse). All claims reported after thirty (30) business days will be rejected. In no event shall a suit or action be brought against Metropolitan more than one (1) year after the date of loss or damage occurred.

- a) Payment for services may not be withheld. In the event of any dispute between the exhibitor and Metropolitan relative to any loss, damage, or claim, exhibitor shall not be entitled to and shall not withhold payment or any partial payment, due Metropolitan for its services as an offset against the amount of any alleged loss or damager. Any claims against Metropolitan shall be considered a separate transaction and shall be resolved on their own merits.
- b) Maximum recovery. If found liable for any loss, Metropolitan's sole and exclusive maximum liability for loss or damage to exhibitor's materials and exhibitor's 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.
- c) Breach of Contract and/or negligence only. Metropolitan's liability shall be limited to any loss or damage which results solely from Metropolitan'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 Metropolitan be liable to the exhibitor or to any other party for special, collateral, exemplary, indirect, incidental, or consequential damager, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortuous conduct, failure of the equipment or services of Metropolitan or breach of any of the provisions of this Contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, event if Metropolitan has been advised or had 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, interruption of business or other consequential or indirect economic losses.

11. **DECLARED VALUE** - Declarations of Declared Value are between the exhibitor and the selected carrier ONLY, and are in no way an extension of Metropolitan's maximum liability stated herein. Metropolitan will use commercially reasonable efforts to transmit the Declared Value instructions to the selected carrier; however, Metropolitan will be not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carrier nor for failure of the carrier to uphold the declared value or any other term of carriage.

12. **JURISDICTION / ARBITRATION** - This contract shall be construed under the laws of the State of New Jersey without 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 Bergen County, New Jersey. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the aware rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

13. **INDEMNIFICATION** - Exhibitor agrees to indemnify and forever hold harmless Metropolitan and its employees, directors, officers, and agents from and against 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 costs) on account of personal injury, death, or damage to or loss of property or profits arising out of contributed to by any of the following:

- Exhibitor's negligent supervision of any labor secured through Metropolitan, or the negligent supervision of such labor by any of exhibitor's employees, agents, representatives, customers, invitees and/or any exhibitor appointed contractors (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 contractors (EAC) at the show or exposition to which this Contract related, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of Metropolitan's equipment.
- Exhibitor's violation of Federal, State, County of Local ordinances;
- Exhibitor's violation of show regulations and/or rules as published and set forth by facility and/or show management.

14. **WAIVER & RELEASE** - Exhibitor, as a materials part of the consideration to Metropolitan for material handling services, waives and releases all claims against Metropolitan with respect to all matters for which Metropolitan has disclaimed liability pursuant to the provisions of this Contract.

15. **SEVERABILITY** - If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.