

SHIPMENT HANDLING TERMS AND CONDITIONS & LIMITS OF LIABILITY

- ***Please read carefully. As a representative of the exhibiting company, you are entering into a contract that may limit your possible recoveries in case of loss or damage. These terms and conditions set forth below become part of your contractual agreement with Southeastern Convention Services. Acceptance of said terms and conditions will be construed upon the return of an order form or an authorization form signed by the exhibitor, his agent, or representative; or by the arrival of freight shipped to the warehouse or show site by said parties.***
- **SOUTHEASTERN CONVENTION SERVICES RESPONSIBILITIES AND DEFINITIONS**

Southeastern Convention Services (hereinafter called SOUTHEASTERN CONVENTION SERVICES) and its employees, officers, agents and assigns including any subcontractors SOUTHEASTERN CONVENTION SERVICES may appoint. The term "exhibitor" refers to any party who contracts for services with SOUTHEASTERN CONVENTION SERVICES. SOUTHEASTERN CONVENTION SERVICES shall be responsible only for those services which it directly provides, and hereby agrees to execute its contracted duties in good faith. SOUTHEASTERN CONVENTION SERVICES assumes no responsibility for any person, parties, or other contracting firms not under SOUTHEASTERN CONVENTION SERVICES's direct supervision and control. SOUTHEASTERN CONVENTION SERVICES shall not be responsible for loss, delay or damage due to strikes, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, acts of terrorism or war, or any other causes beyond SOUTHEASTERN CONVENTION SERVICES's reasonable control; or for ordinary wear and tear in the handling of materials. Due to the security and liability requirements, SOUTHEASTERN CONVENTION SERVICES personnel will unload all vendor materials from the loading docks to the booths.
- **INSURANCE**

It is understood that SOUTHEASTERN CONVENTION SERVICES is not an insurer. Insurance on exhibit material, if any, shall be obtained by the exhibitor in amounts and for perils determined by the exhibitor. Exhibitor agrees to provide SOUTHEASTERN CONVENTION SERVICES with a release of subrogation to the extent that any insurance settlement is received.
- **INBOUND AND OUTBOUND SHIPMENTS**

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 the exhibitor or his representative. During such time, the materials will be left unattended. SOUTHEASTERN CONVENTION SERVICES is not, and cannot be, responsible for loss; damage, theft, or disappearances of exhibitor's materials after same have been delivered to the exhibitor's booth. Similarly, there may be a lapse of time between the completion of the packing and the actual pick up of exhibitor's materials from the booth for loading onto the carrier. During such time, the materials will be left unattended.

SOUTHEASTERN CONVENTION SERVICES shall not be responsible for loss, damage, theft, or disappearance of exhibitor's material before same have been picked up for loading after the show. All materials will be checked at the booth at the time of loading using document(s) submitted by the exhibitor and notation of exceptions to conditions of materials, or piece counts will be made on said document. SOUTHEASTERN CONVENTION SERVICES assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed carrier or agent for transportation after the show.

SOUTHEASTERN CONVENTION SERVICES loads materials onto the carrier's truck under the supervision of the carrier driver who checks and signs for the materials.

SOUTHEASTERN CONVENTION SERVICES assumes no liability for any materials after the carrier assumes custody of materials. If exhibitor's designated carrier fails to show by the move out deadline after a show, SOUTHEASTERN CONVENTION SERVICES shall have the authority to route exhibitor's shipment via an alternate carrier, or return shipment to a local warehouse for disposition at exhibitor's expense.
- **PACKAGING, CRATES AND EMPTY CONTAINERS**

SOUTHEASTERN CONVENTION SERVICES shall not be responsible for surface damage to loose or uncrated materials, pad-wrapped, or shrink-wrapped materials. SOUTHEASTERN CONVENTION SERVICES shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. SOUTHEASTERN CONVENTION SERVICES shall not be responsible for crates and packaging unsuitable for handling, partially assembled, or having prior damage. Affixing "Empty" storage labels to containers is the sole responsibility of the exhibitor or his representative. All previous labels should be removed. SOUTHEASTERN CONVENTION SERVICES assumes no responsibility for removal or mis-delivery of containers with old labels or incorrect information on labels or for loss or damage to materials stored in containers labeled "empty".
- **CLAIM(S) FOR LOSS AND PAYMENT FOR SERVICES**

Exhibitor agrees that any and all claims for loss or damage shall be submitted to SOUTHEASTERN CONVENTION SERVICES prior to the conclusion of the show when alleged loss or damage occurred prior to that time, and in all cases within 30 days of the conclusion of the show. For claim reporting purposes, the "conclusion" of the show shall be construed as the end of the day on which exhibitor must vacate the show site. All Claims reported after the 30-day period will be rejected. In no event shall a suit or action be brought against SOUTHEASTERN CONVENTION SERVICES more than one year after the date that loss or damaged occurred. Payment for services may not be withheld. In the event of any dispute between SOUTHEASTERN CONVENTION SERVICES and the exhibitor relative to any loss or damage claim, the exhibitor shall not be entitled to, and shall not withhold payment for SOUTHEASTERN CONVENTION SERVICES as an offset against the amount of the alleged loss or damage. Any claim against SOUTHEASTERN CONVENTION SERVICES shall be considered a separate transaction and shall be resolved on its own merit.
- **SOUTHEASTERN CONVENTION SERVICES'S LIMIT OR LIABILITY**

If found liable for any loss or damage, SOUTHEASTERN CONVENTION SERVICES's sole and maximum liability for loss or damage to exhibitor's materials to the repair or replacement with like kind and quantity, subject to a dollar amount not to exceed \$5.00 (five dollars) per pound based on the weight of the articles for which SOUTHEASTERN CONVENTION SERVICES specifically acknowledges receipt in writing. SOUTHEASTERN CONVENTION SERVICES shall in no event be liable for collateral, exemplary, indirect costs or damages, or loss or sales result from, or related to, a claim for loss of or damage to material.