5.11 GES TERMS & CONDITIONS

I. Definitions

GES: GES Global Experience Specialists, Inc., d/b/a 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

Carrier: Motor carrier, van line, air carrier, or air or surface carrier/ freight forwarder

Shipper: Party who tenders Goods to Carrier for transportation. Goods: Exhibits, property, and commodities of any type for which GES is requested to perform Services. 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: 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: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and per Customer’s election is not supervised and or directed by GES. Customer assumes the responsibility for the work of union labor when Customer elects to use unsupervised 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. By acceptance of services of GES or Agents, Customer and any other party with an interest in the Goods agree to these Terms and Conditions

III. Customer Obligations

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 its’ behalf after departure, by placing an order on-line, via fax, phone or through a work order on site.

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. 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 ½% per month until paid

IV. Mutual Obligations

Indemnification

Customer to GES: Except to the extent of GES’ own negligence and/or willful misconduct, 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, relating to or arising from performance under this Agreement. 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 subtenant or other user of its’ space or any agents or employees engaged in business on its’ behalf of Customer or present at Customers’ invitation. 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 assumes no liability for bodily injury resulting from Customer’s presence in areas which have been marked as “off limits to exhibitors” and during hours and days when exhibitors are present in the facility, prior to the start of and after the conclusion of their space lease with show organizer

V. No liability for consequential damages. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME
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VI. GES Liability for Loss or Damage to Goods

Negligence standard: 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.

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 should be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customers’ responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor. Receipt of Goods: GES shall not be liable for Goods received without receipts, freight bills, or specified unit counts on receipts or freight bills. Such Goods shall be delivered to booth without the guarantee of piece count or condition.

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. Cold Storage: Goods requiring cold storage are stored at Customer’s own risk. GES assumes no liability or responsibility for Cold Storage.

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.

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.

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. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, and shall provide GES and show organizer with an indemnity, including defense costs, for any claims that result from Customers’ supervision or failure to supervise assigned labor.

Empty Storage

GES assumes no liability for loss or damage to Goods or crates, or the contents therein, while containers are in storage. It is Customer’s sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage. Damage that is the direct result of GES’ negligence shall be subject to the limitations of liability set forth in this document.