



LIMITS OF LIABILITY & RESPONSIBILITY

5675 McLaughlin Road, Mississauga, Ontario, L5R 3K5 Tel: 905-283-0500 Fax: 905-283-0501 Toll Free: 1-877-437-4247 www.gesexpo.ca

1. GES CANADA Exposition Services herein known as GES and its subcontractors shall not be responsible for damage to uncrated materials; materials improperly packed, glass breakage or concealed damage.

2. Relative to inbound shipments, there may be a lapse of time between the delivery of shipment(s) to the booth by GES or its subcontractors and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), it is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier. It is understood that during such times the shipment(s) will be left in the booth unattended.

Therefore, it is agreed that GES and its subcontractors are not responsible for the loss or disappearance of Exhibitor's materials after the same have been delivered to Exhibitor's booth, nor are GES and its subcontractors responsible for Exhibitor's materials before they are picked up from the Exhibitor's booth for loading after the show. Consequently, all bills of lading covering outgoing shipment(s) submitted to GES or its subcontractors by Exhibitor will be checked at the time of pick-up from the booth and corrected where discrepancies exist.

3. GES and its subcontractors shall not be held liable for any damage incurred during the handling of equipment requiring special devices to properly load, place or reload unless advance notice has been given to GES in time to obtain the proper equipment.

4. GES and its subcontractors shall not be responsible for loss, delay or damage due to strikes, lockouts or work stoppages of any kind.

5. GES and its subcontractors shall not be responsible for ordinary wear and tear in handling of equipment, nor for loss or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearance or other causes beyond their control.

6. It is understood that GES and its subcontractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable to GES hereunder are based on the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property. It is further understood and agreed that GES and its subcontractors do not provide for full liability should loss or damage occur. It is agreed that if GES or its subcontractors should be found liable for loss or damage to Exhibitor's equipment, the liability shall be limited to the specific article that was physically lost or damaged. Such liability shall be limited to a sum equal to \$0.30 per pound per article, with a maximum liability of \$50.00 per item or \$1,000.00 per shipment, whichever is less, as agreed upon damages and exclusive remedy. Provisions of this paragraph shall apply if loss or damage, regardless of cause or origin, results directly or indirectly to property through performance services to

Exhibitor's or from negligence, active or otherwise, by GES, its subcontractors or their employees.

7. GES and its subcontractors shall not be liable to any extent whatsoever for any actual, potential or assumed loss of profits or revenues or for any collateral costs that may result from any loss or damage to Exhibitor's materials which may make it impossible or impracticable to exhibit same.

8. Claims for loss or damage must be submitted to GES by the close of the show. No suit or action shall be brought against GES or its subcontractors more than one year after the cause of action.

9. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of its materials, that GES and its subcontractors will provide these services as Exhibitor's agent and not as bailee or shipper. If any employee of GES or its subcontractors shall sign a delivery receipt, bill of lading or other document, we agree that GES or its subcontractor will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.

10. GES and its subcontractors shall not be liable for shipments received without receipts, freight bills or specified unit counts on receipts or freight bills, such as a courier or van lines. Such shipments will be delivered to booth without guarantee of piece count or condition.

11. Empty container labels will be available at the GES Service Centre. Affixing the labels is the sole responsibility of the Exhibitor or its representative. It is understood that these labels are used for EMPTY STORAGE ONLY, and GES and its subcontractors assume no responsibility for loss or damage to contents while containers are in storage or for mislabelled containers.

12. In order to expedite removal of materials from the show site, GES shall have the authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to await Exhibitor's shipping instructions, and the Exhibitor agrees to be responsible for payment of charges relating to such handling at the warehouse. GES assumes no liability as a result of such re-routing or handling.

13. The Exhibitor agrees, in the event of a dispute with GES or its subcontractors relative to any loss or damage to any of your materials or equipment, that the Exhibitor will not withhold payment in any amount due to GES for material handling services or any other services provided by GES or its subcontractors as an offset against the amount of the alleged loss or damage. Instead, the Exhibitor agrees to pay GES prior to the close of the show for all such charges and further agrees that any claim the Exhibitor may have against GES or its subcontractors shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.

The consignment or delivery of a shipment to GES or its subcontractors by an Exhibitor or by any shipper on behalf of the Exhibitor shall be construed as an acceptance by such Exhibitor (and/or other shipper) of the terms and conditions set forth in Sections 1 through 13 above.

Be sure your materials are insured from the time they leave your firm until they are returned after the show. It is suggested that Exhibitors arrange all risk coverage. This can usually be done by riders to existing policies. Contact your insurance representative. Be sure your liability insurance is in effect during transit and return of your materials, during storage and at show site.