

LIMITS OF LIABILITY

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 Brede/Allied Convention Services and the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED: OR
EXHIBITOR'S MATERIALS ARE DELIVERED TO BREDE/ALLIED'S WAREHOUSE OR TO A SHOW OR EXPOSITION SITE FOR WHICH BREDE/ALLIED IS THE OFFICIAL SHOW CONTRACTOR, OR
AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH BREDE/ALLIED.

1. It is understood that BES/ACS and its subcontractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable by BES/ACS 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 BES/ACS and its subcontractors do not provide for full liability should loss or damage occur.
2. BES/ACS and its subcontractors shall not be responsible for damage to uncrated materials, materials improperly packed, glass breakage or concealed damage. BES/ACS 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.
3. Relative to inbound shipments, there may be a lapse of time between the delivery of shipment(s) to the booth by BES/ACS or its subcontractors and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), Exhibitor recognizes 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. All bills of lading covering outgoing shipment(s) submitted to BES/ACS or its subcontractors by Exhibitor will be checked at the time of pick-up from the booth and corrected where discrepancies exist.
4. BES/ACS shall not be liable for any loss, damage or delay due to fire, acts of God, strikes, lockouts or work stoppages of any kind, or to any other cause beyond its controls.
5. BES/ACS shall not be liable to any extent whatsoever for any actual, potential or assumed loss of profits or revenues, or for any collateral costs, or for any other special, incidental or consequential damages.
6. It is agreed that if BES/ACS 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 \$.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 or nonperformance of obligations imposed by the offering of services to Exhibitors or from negligence, active or otherwise, by BES/ACS, its subcontractors or their employees.
7. BES/ACS shall not be liable for damage to exhibitor's materials or equipment when forklift operator is under the supervision of the exhibitor or the exhibitor's representative.
8. BES/ACS and its subcontractors shall not be liable for shipments received without receipts, freight bills or specified unit counts on receipts of freight bills, such as UPS, Federal Express, Express Mail, Parcel Post and private vehicle, etc., due to their delivery procedures. Such shipments will be delivered to booth without guarantee of piece count or condition.
9. Empty container labels will be available at the Service desk. 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 BES/ACS and its subcontractors assume no responsibility for loss or damage to contents while containers are in storage or for mislabeled containers.
10. In order to expedite removal of materials from the show site, BES/ACS 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 routed by BES/ACS at show site. BES/ACS assumes no liability as a result of such re-routing or handling.