



Version 0-2020

Service Agreement

Part I. Terms & Conditions

1) DESCRIPTION OF SERVICES:

Pursuant to the terms of this agreement and in consideration of fees charged, the undersigned "Customer" retains Exhibitions Cargo USA, LLC, "Exhibitions Cargo" / "EC", as its agent to arrange transportation services and provide logistics assistance.

Beginning on the date indicated in the Service Agreement form, signed by the Customer, Exhibitions Cargo will provide to the Client the following services (collectively, the "Services") that include but are not limited to:

- Logistics planning
- Preparing, arranging or processing export-import declarations, customs brokerage services, booking cargo space, bills of lading, pickup and delivery orders, providing crating, packing, unpacking, and warehouse storage;
- Arranging for cargo insurance; handling freight or monies advanced in connection with the dispatching of shipments; and
- Assisting with import permits, letters of credit, licenses, or inspections, or other documents or issues relating to the dispatch of cargo.

Should the Client request a modification to the Services as detailed above, Exhibitions Cargo shall have the right to amend or terminate this Agreement.

2) CONFIDENTIALITY.

Exhibitions Cargo and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Exhibitions Cargo, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. Exhibitions Cargo and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Any oral or written waiver by the Client of these confidentiality obligations which allows Exhibitions Cargo to disclose the Client's confidential information to a third party will be limited to a be used in connection with the dispatching of shipments tied to the specific information requested by Customs authorities. The confidentiality clause will continue to be in effect for all other occurrences.

3) CUSTOMER RESPONSIBILITIES.

Customer warrants that it is either the owner of the goods being shipped or represents the owner of the "Goods" in all respects and is authorized to enter into this agreement on behalf of the owner of the Goods. Customer understands that Exhibitions Cargo is not a carrier, but that Exhibitions Cargo will use its best efforts to select and engage responsible carriers, warehousemen, and other transportation intermediaries on behalf of Customer. Customer understands that the terms and conditions of the storage receipts of warehousemen, and contracts of carriage of air, land and/or ocean carriers that Exhibitions Cargo retains will apply to Customer as if Customer had entered into those contracts itself. In certain circumstances, Exhibitions Cargo may provide warehouse services, ocean carriage in its capacity as a Non-Vessel Operating Common Carrier, air carriage in its capacity as an Indirect Air Carrier, and provide for the pickup, consolidation, line haul, break bulk, and distribution of less-than-truckload shipments as a licensed freight forwarder. In such instances, the terms of Exhibitions Cargo bill of lading or warehouse receipt will apply as if it had been issued to Customer. Customer shall comply with all applicable laws and government regulations of any country to, from, through, or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to Exhibitions Cargo as may be necessary to comply with such laws and regulations. Shipments covered by these terms and conditions are prohibited if diverted contrary to U.S. or other laws. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer, or such person or entity that originates and tenders Customer's goods for handling or transport, hereby consents to an inspection of the cargo.



Version 0-2020

4) DELIVERY OF MEETING / PRODUCTION MATERIAL AND DEADLINES.

The Client agrees to provide Exhibitions Cargo with all information Exhibitions Cargo will require to complete the Services in a timely and efficient manner, including a detailed description of the Good and all information vital to the proper handling and care of the Goods, and notice of at least two (2) calendar days prior to the Goods entering into the care, custody, or control of Exhibitions Cargo, and any other information as Exhibitions Cargo may request. The Shipping Invoice Form will be filled out by the Client and must be returned to Exhibitions Cargo before the commencement of any of the Services. Additionally, the Client agrees to respond to Exhibitions Cargo's requests for any additional information, feedback, and/or approval in a timely manner. During the process of facilitating the Services, deadlines may be set. The Client agrees to comply with such deadlines. Exhibitions Cargo shall not be responsible for any missed deadlines if the Client has been late in supplying requested information, feedback, and/or approval.

Customer allows Exhibitions Cargo to inspect, through physical or any other means, any shipment tendered to Exhibitions Cargo for transport, handling, or storage, including shipments in sealed packaging.

EC has the right to reject and return to Customer at Customer's expense, any shipment tendered to it in violation of Customer's warranties as set forth herein. Customer shall make no claim nor bring suit against Exhibitions Cargo or any person or entity acting on behalf of Exhibitions Cargo arising from any loss, damage, or delay caused by an inspection. Customer shall hold Exhibitions Cargo harmless from and shall defend and indemnify Exhibitions Cargo against any loss, damage, claim, or suit arising from any breach of the Customer's warranties as set forth herein.

Customer warrants that it shall consider Exhibitions Cargo Security Recommendations as posted on Exhibitions Cargo's website

5) EXCESS GOODS AND SHORTAGES

In order to facilitate duty allowances for goods that do not arrive and to determine whether excess goods are contained in the shipment, the Customer is responsible to pack the goods in an orderly fashion; properly mark and number the packages in which the goods are contained; list each package's contents on the shipping invoice form; and place marks and numbers on such invoice that correspond to those packages. If the Customs officer at destination finds any package that contains an article not specified on the invoice, and there is reason to believe the article was omitted from the invoice by fraud, gross negligence, negligence on the part of the seller, shipper, owner, or agent, a monetary penalty may be imposed, or in some cases, the merchandise may be seized or forfeited. Customer will be responsible for any penalty.

6) PROHIBITED COMMODITIES.

Customer warrants NOT TO SHIP: CURRENCY, CREDIT OR DEBIT CARDS OR ANY FORM OF PAYMENT METHOD, BULLION, COUNTERFEIT GOODS, USED CLOTHING, MEDICATIONS, QUEMICALS, PORNOGRAPHY, EXPLOSIVES, FIREARMS AND AMMUNITIONS, HAZARDOUS MATERIALS, SHELLS, SAND, **DRUGS/NARCOTICS:** MARIJUANA, SPORES, EXTRACTS, JUICES, MUCILAGE AND CONDENSED PRODUCTS DERIVED FORM MARIJUANA AND SEEDS EVEN WHEN THEY ARE MIXED WITH OTHER SEEDS, JUICE AND EXTRACTS OF OPIUM, PREPARED TO SMOKE; HEROIN, POPY SEEDS, ETC.

Personal used articles, including sports gear, cannot be imported for convention/event purposes and may cause additional expenses to be cleared by Customs.

If the Customer provides false, inaccurate information or omissions that may result in a fine surcharge or sanction by the Customs or Fiscal authority, it is the Client's absolute responsibility to cover the corresponding amounts.

EXHIBITIONS CARGO has the right to reject and return to Customer at Customer's expense any shipment tendered to it in violation of the Customer's warranties as set forth herein.

Part II: Limitation of Liability & Cargo Insurance.

7) LIMITATION OF LIABILITY FOR LOSS, DAMAGE, SHORTAGE OR DELAY

Exhibitions Cargo plans the shipping process in order to mitigate risks. While you have the option of sending your freight without any insurance, if you do so you would bear the entire financial cost in the event of damage or loss of your shipment. Unless requested to do so in writing and confirmed to Customer in writing, Exhibitions Cargo is under no obligation to procure insurance on Customer's behalf. In all cases in which Customer obtains



Version 0-2020

insurance, Customer shall pay all premiums and costs in connection with procuring the requested insurance. Goods are packed by owner and not by Carrier. If the customer requires Exhibitions Cargo to pack their products, there must be a written request from the customer. Exhibitions Cargo shall not be held responsible for any shortages. We receive closed boxes from the customer; we transport and deliver them in the same condition at the venue, back at your office or next show destination

Exhibitions Cargo will not be liable for any loss, damage, contamination, or delay to goods caused by a carrier, warehouse or third party. Exhibitions Cargo may provide a preliminary notice of claim on Customer's behalf for loss, damage, shortage or delay against a carrier or warehouse, but recovery on such claims will be limited by the terms of the underlying contracts of carriage or storage. For domestic air transportation, truck transportation, and warehousing, liability for damage is limited to \$0.50 per pound or \$40 per article, or as stated by the contract of carriage or storage, whichever is less. For international air transportation, damage is limited to 19 Special Drawing Rights per kilogram or as is provided for in applicable international conventions. For carriage by water, damage is limited to \$500 per package or customary freight unit. Exhibitions Cargo will not be liable for any loss, damage, or delay to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped.

Exhibitions Cargo will not be liable for any punitive or exemplary damages nor any special, incidental, or consequential damages including lost income, profits, interest, or loss of market, lost data (or its use) whether or not Exhibitions Cargo may have had knowledge that such damages might be incurred.

CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT EXHIBITIONS CARGO TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER. EXHIBITIONS CARGO WILL ONLY HONOR INSURANCE CLAIMS WHEN FEES ARE CHARGED ON AN INVOICE AND PAID TO EXHIBITIONS CARGO FOR INSURANCE COVERAGE ON THE SHIPMENT IN WHICH THE CLAIM OCCURRED.

8) EXHIBITIONS CARGO INSURANCE.

Cargo insurance will be procured by Exhibitions Cargo when requested by Customer in the Service Agreement Form. In that event, Exhibitions Cargo's fees will include fees for the insurance covering physical loss or damage. Customer agrees, where Exhibitions Cargo accepts Customer's request to procure insurance, to pay the fees in order to procure insurance in excess of Exhibitions Cargo limit of liability for physical loss or damage to the actual replacement value of the goods and understands that failure to pay insurance fees shall result in no coverage. Customer has reviewed and accepted the limitations on Exhibitions Cargo liability for loss, damage, shortage or delay to goods moved under this agreement.

This document is issued as an informative matter as does not award any right over the document holder. This document does not modify or widen in any way, the coverage offered on the original policy. The following is a detailed summary of our cargo insurance policy. Please read it carefully and consider the important topics section for each time you decide to insurance with us. If you should have any questions about it, please contact customer service for further assistance.

Goods Insured:

Against all risks of physical loss or damage from any external cause irrespective of percentage, excepting risks excluded by the FC&S (Free of Capture and Seizure) and SR&CC (Strikes, Riots and Civil Commotions) Warranties or any other exclusion appearing elsewhere in this Policy.

Warrant all shipments of New MICE Industry products, equipment, displays, supplies and accessories, computers, watches (with event logo), properly and professionally packed for export.

Warrant all computer and cellular phone shipments are packed in non-descript packaging.

Warrant all courier shipments are delivered to consignee and consignee signs receipt of goods accepted.

Cost of insurance:

Ground freight: 1% of total shipment declared value

Air freight: 1% of total shipment declared value

Ocean freight: 1.5% of total shipment declared value

Minimum Cost of hiring insurance: \$ 80 USD.

Limit of Liability: if the value of your shipment exceeds the amounts mentioned below, an extension to the policy is possible



Version 0-2020

- \$ 500,000.00 per any one Aircraft.
- \$ 150,000.00 per Vessel and/or connecting conveyance "Under Deck"
- \$ 15,000.00 per any one Vessel or connecting conveyance "On Deck"
- \$ 150,000.00 per any one inland transit shipment – Within the Continental USA & Hawaii
- \$ 120,000.00 for shipments to Mexico. (Only Ordinary Risks of Transit and Violence Theft)
- \$ 5,000.00 sublimit – per any one shipment of new computers
- \$ 2,500.00 per any one domestic courier shipment (Fedex, UPS, etc.)
- \$ 1,500.00 sublimit – per any one shipment of new cellular phones

NOTE:

- i. For all shipments with a value lower than \$8,000.00 USD, the minimum cost for hiring insurance is \$80.00 USD.
- ii. The customer has 2 days, once the goods are delivered at your venue or back to your office to send the claim form, after this period the insurance coverage expires.
- iii. Additional Coverage: Deductible O.R.T. (consequential), warehouse to warehouse, load and unload, stays in customs warehouse (30 days), devolutions, exclusion of chemical terrorist, biological, biochemical and electromagnetic.
- iv. Excluded shipments arriving to Afghanistan, Algeria, Angola, Burma (Myanmar), Burundi, Cabinda, Congo, Zire, Cuba, Iraq, Iran, Ivory Coast, Jordan, Liberia, Libya, Nigeria, North Korea, OFAC Restricted Countries, Paraguay, Sierre Leone, Sri Lank, Sudan, Syria, Togo, Yemen, Belarus, Libya, Lebanon, Liberia, Montenegro, Serbia, Somalia, North Korea, Sudan, Costa de Marfil, Crimean Peninsula in Ukraine, Zimbabwe.

Deductibles:

- a. 20% OF TOTAL VALUE OF THE SHIPMENT at the moment of occurrence of an event from every loss due to total violent theft or violent partial theft.
- b. 3% OF TOTAL VALUE OF THE SHIPMENT, due to ordinary risks of transit.
- c. Minimum deductible: 350 US Dollars

Exclusions:

- I. Loss or damage due to improper packaging: insufficiency or unsuitability of packing, packaging or preparation of the subject matter insured.
- II. Inherent Vice
- III. Temperature or Atmospheric Pressure changes.
- IV. Theft or discovered missing goods when conducting inventories and any damage detected subsequently to the delivery of the goods in the warehouse at the final destination or where coverage has been terminated.
- V. Mysterious disappearance: excludes coverage for loss or shortage disclosed upon taking inventory or if the cause of the loss cannot be identified.
- VI. Used or second-hand items and special packaging can't be insured unless a NO DAMAGE certificate is issued. The customer must notify Exhibitions Cargo if the shipment contents have used goods in order to hire this service with enough time to obtain this certificate. No Damage Certificate has additional costs.
- VII. Embargoes and/or sanctions.
- VIII. Pre-existing damages and poor loading and/or handling and/or securing of the secured goods to the means of conveyance without the direct occurrence of an ordinary transit risk.
- IX. Courier and/or parcel services (does not apply to air freight) Loss, lack of delivery and mysterious disappearance, non-violent theft, condensation inside the container. Damages to the cargo due to collision with objects outside the means of conveyance due to surpassing the length, width and depth measurements of the vehicle or its superstructure.
- X. Equipment out of calibration.
- XI. The loss of information or data in software programs or other digital media is expressly excluded.
- XII. Shipments strictly consisting of computer memory which is any physical device capable of storing information.
- XIII. Normal wear and tear.
- XIV. Watches without event logo.
- XV. Bending, scratching dents of similar damage not caused by an ordinary transit risk.
- XVI. Thefts, burglary, plunder or pillage which is not a direct result of an ordinary transit risk.
- XVII. Electronic, Electrical, mechanical and electromechanical and/or electro-magnetical failures in machinery which are not a direct result of an ordinary traffic risk.
- XVIII. Deeds by an authority or confiscation by any governmental authorities.



Version 0-2020

- XIX. Damages or losses in which there is no physical evidence even those caused by a quality control done on behalf of the customer or those caused by a control or due to specifications set forth by any government authority.
- XX. Damages and/or losses and/or legal responsibility and/or any other expense caused directly or indirectly from the use and operation as a means to inflict damage of any computer, computing system, a computer program (software), malicious code, computer virus or from any other electronic or data processing system.
- XXI. Consequential losses, loss of profit or interest, any indirect losses
- XXII. Wedding favors.

The insurance coverage of the policy described here, is subject to all terms, exclusions and policy conditions.

FAILURE TO REQUEST CARGO INSURANCE IN THE SERVICE AGREEMENT FORM WILL RESULT IN NO INSURANCE BEING PROCURED BY EXHIBITIONS CARGO FOR CUSTOMER.

The above provisions are standard throughout the insurance industry.

9) PROMPT NOTICE OF LOSS, DAMAGE, OR DELAY REQUIRED

Customer agrees to inspect its shipment upon delivery and give prompt notice of any loss or damage within 2 days of delivery. Exhibitions Cargo will not be liable for notice provided after this date. Any oral notice of claim must be followed by a written notice of claim. Customer agrees to monitor its shipment and to immediately give notice in writing to Exhibitions Cargo of any delay. Customer agrees that notification of delay does not invalidate Exhibitions Cargo limitation of liability set forth in paragraph 7) above.

10) GENERAL CONDITIONS OF AIR CHARTER AGREEMENTS

In the event Exhibitions Cargo arranges for air charter(s) for Customer, Customer acknowledges that it has reviewed and agreed to Exhibitions Cargo General Conditions of Air Charter Agreements which will be available upon request. Exhibitions Cargo will provide a separate Charter Agreement setting out the specific charter arrangements and which incorporates the General Conditions of Air Charter Agreements by reference as if fully set forth therein.

Part III. PAYMENT.

The Client acknowledges and agrees that Exhibitions Cargo calculated the rate based on and in reliance upon certain key assumptions or design criteria provided to Exhibitions Cargo by or on behalf of the Client. These key assumptions or design criteria must include the actual or volumetric weight per piece, whichever is greater, the country of origin, surplus or deficit of goods, destination of the Goods and any other factor may not known by Exhibitions Cargo. Each piece may be re-weighed and re-measured by EC to confirm the chargeable weight.

11) PAYMENT GUARANTEED BY CUSTOMER

Customer Guarantees payment for all services rendered and carriage arranged by Exhibitions Cargo on Customer's behalf.

6.1) Final Costs:

Seven days after the delivery Exhibitions Cargo will issue the final cost based on the actual weight, volume and factors that may have affected it. In case there is a difference the Client accepts to pay the balance within 7 calendar days after the invoice for such difference is issued.

6.2) Payment of Invoices Required before Consideration of Claims:

Customer agrees that Exhibitions Cargo has no obligation to consider claims or to assist Customer in the filing of such claims against carriers or warehousemen on behalf of Customer if Customer has not paid Exhibitions Cargo fees for insurance coverage and Exhibitions Cargo invoices in full for the shipments in which claim arose.

6.3) Security Deposit for Temporary Imports:



Version 0-2020

Items that will be shipped back once the event has finished do not pay Consumption Tax (VAT) nor Import Tax. The admission to the country and its exit must be formalized by a customs declaration both at the point of entry and at the point of departure and processed by Exhibitions Cargo. This kind of imports will require a Security Deposit, held in trust in an amount equal to the import taxes. This Security Deposit will be refunded once the merchandise has left the country.

The temporary shipment cannot leave the country destination on carryon luggage or shipped back through courier (Fedex/DHL/UPS), other shipping company, nor left in the country where the event took place.

Refund of the Security Deposit will be wired to the customer once the goods have been re-exported by Exhibitions Cargo.

Exhibitions Cargo will use the Security Deposit to cover taxes, fines and any expenses related with the fail of re-exporting the goods that were temporarily imported.

6.4) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS

Estimates of fees for Exhibitions Cargo Services may have been provided using exchange rates then in effect. Actual charges will reflect the currency exchange rate at the time the invoice is issued.

6.5) CREDIT TERMS; SERVICE FEES ACCRUE ON LATE PAYMENTS

Customer agrees to pay Exhibitions Cargo invoice(s) in full two days before Delivery Date, unless otherwise agreed to in writing by Exhibitions Cargo, and except where payment in advance is required by a carrier. For any payments not received within ten days of the payment due date, Customer agrees that Exhibitions Cargo will be entitled to late fees of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.

6.6) EXHIBITIONS CARGO ENTITLED TO ATTORNEY'S FEES INCURRED IN COLLECTION

Customer agrees to pay Exhibitions Cargo reasonable attorney's fees, costs, and other expenses incurred in the event Exhibitions Cargo determines that consultation with or retention of an attorney is necessary for collection

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1 ½% per month, or the maximum percentage allowed under applicable Illinois laws, whichever is less. The Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Client fails to pay for the services when due, Exhibitions Cargo has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

12) DUTIES AND TAXES

Customer acknowledges that Customer is solely responsible for collecting, reporting, and paying any and all sales taxes, use taxes, excise taxes, customs duties, and all other assessments on Customer's goods, regardless of the role(s) undertaken by Exhibitions Cargo on behalf of Customer and as may be required by applicable laws or as imposed by any governmental authorities. In the event a governmental authority imposes a tax, customs duty, or other assessment against Exhibitions Cargo regarding Customer's goods, Customer shall promptly acknowledge and pay Customer's obligation hereunder to the governmental authority and shall defend, hold harmless and indemnify Exhibitions Cargo against such action and assessment.

13) EXHIBITIONS CARGO GIVEN A LIEN ON GOODS FOR UNPAID CHARGES

When Exhibitions Cargo is instructed to collect charges from any person or entity other than Customer, Customer shall remain liable for the charges and interest if Exhibitions Cargo is not paid. Exhibitions Cargo SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY FEES ON CURRENT AND PRIOR SHIPMENTS, REGARDLESS OF CREDIT ARRANGEMENTS, OWED BY THE CUSTOMER, CONSIGNEE, HOLDER, OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT EXHIBITIONS CARGO LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID.



Version 0-2020

14) CONSENT TO RECEIVE CREDIT INFORMATION

Customer authorizes Exhibitions Cargo to obtain credit reports on Customer and obtain credit and funding information from Customer's bank or other references. It is understood that any such credit information will be held in strict confidence and used only for Exhibitions Cargo business purposes. Customer further agrees to supply such additional information as may be required by Exhibitions Cargo to warrant future extensions of credit or to enable Exhibitions Cargo to perfect liens or to recover upon any bond issued.

Part IV - TERM OF AGREEMENT AND TERMINATION; LEGAL JURISDICTION

15) ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

16) TERM OF AGREEMENT AND TERMINATION

Notwithstanding the termination provision contained in Paragraph 1, this Agreement will terminate automatically upon completion by Exhibitions Cargo of the Services required by this Agreement. In the event of any termination by the Client prior to the completion of the Services, the client shall pay to Exhibitions Cargo one hundred percent (100%) of the applicable fees for the services and expenses incurred up to the point of termination forthwith upon issuance of Exhibitions Cargo invoices. Should the Client wish to extend the term of this Agreement beyond the fulfillment of the Services agreed to in this Agreement, the Client must provide written notice to Exhibitions Cargo prior to the completion of the Services and EC acceptance of the request.

Exhibitions Cargo has the right to immediately terminate this Agreement upon breach of the agreement by Customer for failure to pay Exhibitions Cargo fees or fail to comply with terms 3, 4 and 5. The parties agree that a scanned, electronic, or faxed signature will be as equally binding as an original signature on these Service Agreement and any other Exhibitions Cargo documents. Customer understands that the terms and conditions under which Exhibitions Cargo services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on Exhibitions Cargo web site and which are also available to Customer upon request. Customer agrees that the posted terms and conditions on Exhibitions Cargo website on the date of a shipment will apply to that shipment and govern the parties' obligations.

17) WARRANTY OF AUTHORITY AND CERTIFICATION

The person signing this Agreement on behalf of the Customer represents and warrants that s/he has the authority to sign this agreement on behalf of Customer, including appointment of Exhibitions Cargo as Customer's attorney in fact, and to guarantee Exhibitions Cargo full and prompt payment. The person signing the Service Agreement form further certifies that the information given in the Agreement, Service and shipping invoice forms are true, correct, and complete, and further understands that Exhibitions Cargo will rely on this information.

18) INDEMNIFICATION / HOLD HARMLESS

Each party will indemnify, defend and hold harmless the other from all loss, liability or claims to the extent same is caused by a negligent or willful act or omission of their respective agents, employees or subcontractors in the performance of this contract.

19) REMEDIES.

In addition to any and all other rights a party may have available according to law, if Client defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), Exhibitions Cargo may terminate the Agreement by providing written notice to Client. If Exhibitions Cargo defaults by failing to substantially perform, Exhibitions Cargo shall have thirty (30) days to cure upon receipt of sufficient written notice. This notice shall describe with sufficient detail the nature of the default. Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.



Version 0-2020

20) FORCE MAJEURE.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

21) SEVERABILITY.

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22) ATTORNEY'S FEES TO PREVAILING PARTY.

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, Exhibitions Cargo shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.


23) CONSTRUCTION AND INTERPRETATION.

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

24) GOBERTNING LAW/CONSENT TO JURISDICTION AND VENUE.

This Service Agreement and the relationship of the parties shall be construed according to the laws of the State of Illinois, without giving consideration to principles of conflict law. Customer and Exhibitions Cargo irrevocably consent to the Jurisdiction of the United States District Court for Northern Illinois and the State courts of Illinois. The parties agree that any action relating to the services performed by Exhibitions Cargo, shall only be brought in said courts. The parties' further consent to the exercise of in persona jurisdiction by said courts over it and agree that any action to enforce a judgment may be instituted in any jurisdiction.

EXHIBITIONS CARGO USA, LLC.

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