



# Service Agreement

## Part I. Terms & Conditions

### 1) SCOPE OF SERVICES:

1.1) **General.** 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, a separate order document signed by the Customer, Exhibitions Cargo will provide to the Client the following services (collectively, the "**Services**") as applicable, that may 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 Customer request a modification to the Services as detailed above, Exhibitions Cargo shall have the right to amend or terminate this Agreement.

1.2) **Non-Exclusivity.** The parties agree that this Agreement is non-exclusive. It is understood that Exhibitions Cargo shall be free to provide its Services to persons or entities other than Customer and Customer shall be free to utilize logistics services from companies other than Exhibitions Cargo.

1.3) **Request for Changes.** From time to time, Customer may request changes (including additions, modifications, and deletions) to the Services. Exhibitions Cargo will use commercially reasonable efforts to provide any change requested by Customer at no additional charge. Any changes and adjustments approved in writing by the Parties will be incorporated into this Agreement.

1.4) **Subcontractors.** Exhibitions Cargo agrees that the Services to be provided shall be arranged by Exhibitions Cargo and performed by either an Exhibitions Cargo employee or third-party service contractor ("**Subcontractors**") pursuant to the requirements of this Agreement. Customer understands and agrees that the Subcontractors are independent contractors with exclusive control over their respective employees, and are not agents, employees or authorized representatives of Exhibitions Cargo.

### 2) CONFIDENTIALITY.

2.1) **Scope of Confidential Information.** From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, goods and services, forecasts, confidential information and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive, competitive, or proprietary information, including without limitation any information specifically identified in an Attachment. Such information, as well as the existence and terms of this Agreement, whether disclosed or otherwise made available orally, in writing, by demonstration, or otherwise, in electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. 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 Customer, and will protect such information and treat it as strictly confidential.

Notwithstanding the foregoing, Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence:

(a) is or becomes generally available to and known by the public other than resulting, directly or indirectly, from any breach of this paragraph 2 by the Receiving Party or any of its representatives;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that the third party is not and was not prohibited from disclosing the Confidential Information;

(c) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party;

(d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or

(e) must be disclosed under applicable law.

**2.2) Protection of Confidential Information.** The Receiving Party shall, for 5 years from receipt of the Confidential Information:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any of the Confidential Information to any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body (each a "Person"), except to the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

### **3) REPRESENTATIONS AND WARRANTIES.**

Customer warrants that it is either the owner of the goods being shipped or represents the owner of the goods being shipped (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 guarantees and warrants that the goods and shipments, including their contents, are intended solely for exhibition use and not for resale. Customer shall ensure that the goods will be used in compliance with all applicable laws and regulations governing exhibition purposes. Customer acknowledges that any violation of this warranty, including the unauthorized resale of goods, shall be considered a material breach of this agreement. In the event of such breach, the Exhibitions Cargo reserves the right to terminate the agreement immediately, without liability, and seek any available remedies. 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.

EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN SECTION 8, EXHIBITIONS CARGO MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; ; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY EXHIBITIONS CARGO, OR ANY OTHER PERSON ON EXHIBITIONS CARGO'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8.



#### 4) DELIVERY OF MEETING / PRODUCTION MATERIAL AND DEADLINES.

The Customer 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 Customer and must be returned to Exhibitions Cargo before the commencement of any of the Services. Additionally, the Customer 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 Customer agrees to comply with such deadlines. Exhibitions Cargo shall not be responsible for any missed deadlines if the Customer 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.

Exhibitions Cargo 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, CHEMICALS, PORNOGRAPHY, EXPLOSIVES, FIREARMS AND AMMUNITIONS, HAZARDOUS MATERIALS, SHELLS, SAND, **DRUGS/NARCOTICS**: MARIJUANA, SPORES, EXTRACTS, JUICES, MUCILAGE AND CONDENSED PRODUCTS DERIVED FROM MARIJUANA AND/OR SEEDS EVEN IF MIXED WITH OTHER SEEDS, JUICE AND EXTRACTS OF OPIUM, PREPARED TO SMOKE; HEROIN, POPPY SEEDS, OR OTHER BANNED SUBSTANCES.

Personal use 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 Customer'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



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 Customer's office or next show or other destination.

Exhibitions Cargo will not be liable for any loss, damage, contamination, or delay to goods caused by a carrier, warehouse or third party. It is understood and agreed between the Parties that, unless otherwise expressly agreed to by Exhibitions Cargo in this Agreement, Exhibitions Cargo shall not acquire title to or assume risk of loss for any of the Goods on behalf of Customer, and shall not, in the course of providing the Services in accordance with this Agreement or otherwise, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Goods whether on behalf of Customer or otherwise. 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.

IN NO EVENT SHALL EXHIBITIONS CARGO OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL EXHIBITIONS CARGO'S AGGREGATE LIABILITY FOR EACH CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED [[NUMBER] TIMES] THE TOTAL AMOUNT PAID TO EXHIBITIONS CARGO UNDER THIS AGREEMENT IN THE [12 MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$[1,000.00], WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF EXHIBITIONS CARGO'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE

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 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 shall review and accept the limitations on Exhibitions Cargo liability for loss, damage, shortage or delay to goods moved under this agreement.

This coverage 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 an industry standard cargo insurance policy. Please read it carefully and consider the important topics section for each time you decide to consult with us in assisting you with insurance coverage. 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:**

2.0% 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 for the amount of \$ 175,000.00 USD per any one transport.

**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, Zaire, Cuba, Iraq, Iran, Ivory Coast, Jordan, Liberia, Libya, Nigeria, North Korea, OFAC Restricted Countries, Paraguay, Russia, 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. 5% 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-magnetic 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.
- 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 48 hours 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 assists/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 consulting rate for its Services 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**

Exhibitions Cargo shall not incur any expense, guarantee any payment or advance any money related with freight forwarding, transporting, importing, exporting, the payment of taxes, storing of customer's shipment or any of the services described in clause 1, Part I, unless such advance payment has been fully paid to Exhibitions Cargo.

##### **11.1) 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.



### **11.2) 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.

### **11.3) Security Deposit for Temporary Imports:**

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 re-exporting the goods that were temporarily imported.

### **11.4) 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.

### **11.5) 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.

### **11.6) 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, tariffs, 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. Exhibitions Cargo shall not be responsible for any such taxes, tariffs, duties, delays, penalties, or any additional costs resulting from Customer's failure to comply with customs regulations or failure to pay applicable duties and tariffs. 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 timely 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'S LIEN CONTINUES IN FULL FORCE AND EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID.

#### **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 together with any correlating Service Agreement form executed by Customer 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 of the agreement. 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.

Upon termination, each Party shall promptly: (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information; (ii) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems. Each Party shall destroy any copies on the normal expiration of its backup files; and (iii) certify in writing to the other Party that it has complied with the requirements of this Section. Customer's payment and other outstanding obligations owed to Exhibitions Cargo at the time of termination hereunder shall survive such termination.

#### **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. Customer will indemnify, defend, and





hold harmless Exhibitions Cargo and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Exhibitions Cargo Indemnitee") from and against any and all Losses, arising out of or resulting from any claim of a third party or Exhibitions Cargo Indemnitee arising out of or occurring in connection with any and all claims, liabilities, expenses and damages (the "Claims") arising out of or with respect to:

18.1) any discrepancies in packing lists, bills of lading, import entry documents, any other relevant shipment documents, and the actual shipments themselves;

Customer's failure to notify Exhibitions Cargo of any shipments containing Hazardous Materials, and Customer's failure to comply with all applicable Hazardous Materials laws and regulations.

18.2) any willful misconduct or negligent acts and omissions of Exhibitions Cargo in providing the Services hereunder;

18.3) Exhibitions Cargo's acts in accordance with Customer's instructions

18.4) Customer's breach of the terms of this Agreement, including a breach of any representation or warranty contained in this Agreement; and

18.5) any violation by Customer of applicable laws or regulations.

Customer shall not have a duty of indemnification to the extent that the Claims arise due to the negligent or willful act or omission of Exhibitions Cargo. Customer shall not be liable for any incidental, special, exemplary, consequential, or punitive damages, whether direct or indirect, including but not limited to loss of income, opportunity, or profits, in excess of the limitations of liability contained herein, regardless of whether Customer had knowledge that such damages might be incurred.

## 19) REMEDIES.

In addition to any and all other rights a party may have available according to law, if Customer 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 Customer. 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.

## 20) FORCE MAJEURE.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give notice within 3 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 consecutive days following written notice given by it under this Section 20, either Party may thereafter terminate this Agreement upon 5 days' written notice, subject to the provisions of Section.

In the event of a Force Majeure Event, Customer shall compensate Exhibitions Cargo for all Services provided during the period of the Force Majeure Event, but shall not be required to compensate Exhibitions Cargo for Services not performed during the period of the Force Majeure Event. For purposes of this provision when applied to Exhibitions Cargo, "Impacted Party" includes any Subcontractor.

## **21) COMPLIANCE WITH LAWS.**

Exhibitions Cargo represents and warrants that it will comply with and abide by all applicable laws, ordinances, codes, and regulations in its performance under this Agreement, including without limitation and to the extent applicable, the Immigration Reform and Control Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Foreign Corrupt Practices Act, Title X of the Dodd-Frank Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, other laws governing data privacy, applicable export laws and regulations, and any laws and regulations applicable to federal or state government's contractors or subcontractors (collectively, "Laws"). Where applicable and required Exhibitions Cargo agrees that it has implemented and effectively maintains appropriate policies, procedures, internal controls and employee training materials covering the Laws. Exhibitions Cargo regularly conducts and documents appropriate training of its employees concerning the Laws.

## **22) NOTICES**

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below. All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, for the purposes of this Section 22, Notice given by facsimile or e-mail (with confirmation of transmission), Notice given by posting to the receiving Party's website below, will satisfy the requirements of this section. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the notifying Party has complied with the requirements of this section. The Parties may change their respective notice addresses by providing Notice as set forth in this section.

### **Exhibitions Cargo USA, LLC**

155 N. Wacker Drive, Suite 4250, Chicago, IL 60606.

HECTOR RUIZ / RICARDO HERNANDEZ / 312 373 9257 / info@exhibitions cargo.com

## **23) ACCURATE INFORMATION.**

Customer shall provide Exhibitions Cargo and the Subcontractors with complete, accurate and timely information regarding the Goods to be transported or stored. Customer shall indemnify, defend and hold harmless Exhibitions Cargo and the Subcontractors, their officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or caused by incomplete, inaccurate and/or untimely information being provided by Customer to Exhibitions Cargo regarding the Goods to be transported or stored.

## **24) SPECIAL INSTRUCTIONS.**

The Parties acknowledge that special services or instructions may occasionally arise with respect to the Services. In such events, Customer shall provide Exhibitions Cargo with written requests as to its needs for such special service, and Exhibitions Cargo may provide the requested service upon payment by Customer of the associated charge for such services.

## **25) SOLICITATION OF EMPLOYEES.**

During the Term and for a period of six (6) months after the Term expires, neither Party will induce any employee of the other Party that is involved in providing the Services (an "Involved Employee") to leave the employ of the other Party; provided, however, the foregoing restriction will not prevent either Party from hiring any Involved Employee if: (i) the discussions between the Party and the Involved Employee result from employment advertisements aimed at a broad, general audience (such as advertisements in newspapers, in trade publications, on employment referral websites, and/or in any similar sources); or (ii) the other Party provides its prior written consent.

## **26) 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.

## **27) 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.

## **28) 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.


**29) WAIVER OF JURY TRIAL.**

Each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**30) ARBITRATION.**

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, performance, breach, or termination, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration proceedings shall be conducted by a single arbitrator appointed by the AAA, who shall have expertise in the subject matter of the dispute. The arbitration shall apply Illinois law, shall take place in Chicago, Illinois, and shall be conducted in the English language. The arbitrator's award shall be final and binding on both Parties, and judgment upon the award may be entered in any court having jurisdiction thereof. The Parties agree that the arbitration shall be confidential, and neither Party shall disclose any information regarding the proceedings, except as required by law. The arbitrator shall have the authority to grant injunctive relief and to award compensatory, consequential, and punitive damages, as well as attorneys' fees and costs to the prevailing Party. Each Party shall bear its own costs and expenses in connection with the arbitration, including its own attorneys' fees. The Parties agree to equally share the costs and fees of the arbitrator and the administrative fees of the AAA. UN Convention. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or any transactions pursuant hereto.

**EXHIBITIONS CARGO USA, LLC.**

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