

# FREEMAN

61 Browns Line  
Toronto, Ontario, Canada M8W 3S2  
416-252-2420 • Fax: 416-252-2365

DISCOUNT PRICE  
DEADLINE DATE  
APRIL 15, 2019

INCLUDE THIS FORM  
WITH YOUR ORDER  
Please use black ink

FREEMAN method of payment

NAME OF SHOW: **ITECH TORONTO WEST 2019**

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COMPANY NAME: \_\_\_\_\_ BOOTH#: \_\_\_\_\_

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ADDRESS: \_\_\_\_\_ BOOTH SIZE \_\_\_\_\_ X  
(STREET) (P.O. BOX)

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PHONE #: \_\_\_\_\_ EXT.: \_\_\_\_\_ FAX #: \_\_\_\_\_  
(CITY) (STATE/ PROVINCE) (ZIP/POSTAL CODE)

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SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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E-MAIL FOR INVOICE: \_\_\_\_\_

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CUSTOMER # \_\_\_\_\_ OR  CHECK BOX IF YOU ARE A NEW FREEMAN CUSTOMER

Invoices will be sent by e-mail; please provide email address of person who reconciles your invoices if different than contact's email.

## METHOD OF PAYMENT

BY SUBMITTING THIS FORM VIA FAX OR POSTAL MAIL OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

- COMPANY CHEQUE**  
Please make cheque payable to:  
Freeman Expositions, Ltd.  
Cheques must be in CDN funds drawn on a Canadian Bank or U.S. funds drawn on a U.S bank.  
**Please reference (job # 484778) on your remittance.**  
GST # R101889426 // HST 101 889 426 RT 0001
- CREDIT CARD / DEBIT CARD (NOT INTERAC)**  
For your convenience, we will use this authorization to charge your credit card account for your advance orders, and any additional amounts incurred as a result of show site orders placed by your representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. Please complete the information requested below:  
**We do not accept credit card information via email**
- BANK TRANSFER**  
Please note that customers are responsible for any bank processing fees of \$15.00 CDN.  
Beneficiary Name: Freeman Expositions, Ltd.  
61 Browns Line, Toronto, Ontario, Canada M8W 3S2  
Bank Transfer to Royal Bank of Canada  
Bank # 003 - 200 Bay Street, Toronto, Ontario, Canada M5J 2J5  
Transit or Bank ID: 00002 - Freeman Account # 000021048693  
Foreign Exhibitors wiring funds from Overseas should use:  
Swift Code: ROYCCAT2  
IBAN Number: Canadian Banks do not carry IBAN numbers  
**Please reference Name of Show & Booth Number on all Bank Transfers so we properly credit your account.**

AMERICAN EXPRESS      MASTERCARD      VISA

Account No.: \_\_\_\_\_ Exp. Date \_\_\_\_\_

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Cardholder Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

---

Cardholder Billing Address: \_\_\_\_\_

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City/State/Zip: \_\_\_\_\_

## ENTER TOTALS HERE

FURNISHINGS	CARPET	SHOW SPECIAL	EXHIBIT PACKAGES	EXHIBIT ACCESSORIES	RENTAL FABRIC
SIGNS & GRAPHICS	INSTALLATION LABOUR	DISMANTLE LABOUR	OTHER	GRAND TOTAL	

- Remember to order in advance to save time and money. You may place your order by phone, fax, mail, or use our online ordering service at: [www.freeman.com](http://www.freeman.com)
- Orders received without payment or after the deadline date will be charged at the standard price.
- If you have questions or need assistance with any items not listed, please call and ask for Exhibitor Sales.

For secure and fast payment by credit / debit card, click here to enter your payment information  
<https://payments.freemanco.com/?DepartmentId=6B6D0227-678B-475D-B823-FED1966E131F>

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## ITECH TORONTO WEST 2019

In order to authorize Freeman to invoice a third party for payment of services rendered to exhibitors, both the exhibiting company and the third party must complete this form and return it at least 14 days prior to show move-in.

### EXHIBITING COMPANY AUTHORIZATION OF THIRD PARTY BILLING

"We understand and agree that we, the exhibiting company, are ultimately responsible for payment of charges and agree by submitting this form or ordering materials or services from Freeman, to be bound by all terms and conditions as described in the Terms & Conditions section of this services manual. In the event that the named third party does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the exhibiting company. All invoices are due and payable upon receipt, by either party. The items checked below are to be invoiced to the third party."

**BY SUBMITTING THIS FORM VIA FAX OR POSTAL MAIL OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.**

EXHIBITOR NAME: (PLEASE PRINT)

EXHIBITOR SIGNATURE:

DATE:

### EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME:

BOOTH #:

EXHIBITING COMPANY ADDRESS:

CITY/STATE/ZIP:

PHONE:

EXT.

FAX:

CONTACT'S E-MAIL:

Indicate which services are to be invoiced to the Third Party:

- ALL FREEMAN SERVICES       RENTAL EXHIBITS  
 I&D LABOUR/SUPERVISION       PLANTS AND FLORAL  
 RENTAL FURNITURE/CARPET/SIGNS  
 OTHER \_\_\_\_\_

### THIRD PARTY COMPANY INFORMATION

THIRD PARTY COMPANY NAME:

CONTACT NAME:

THIRD PARTY ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

PHONE:

EXT.

FAX:

CONTACT'S E-MAIL:

E-MAIL FOR INVOICE:

Invoices will be sent by e-mail. Please provide the e-mail address of the person who reconciles your invoices if different than contact's email.

**We do not accept credit card information via email**

### THIRD PARTY CREDIT CARD / DEBIT CARD (NOT INTERAC) AUTHORIZATION

AMERICAN EXPRESS       MASTERCARD       VISA

CREDIT CARD ACCOUNT NO:

EXP. DATE:

CARDHOLDER NAME (PLEASE PRINT):

CARD TYPE:

AUTHORIZED SIGNATURE:

CARDHOLDER BILLING ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

**For secure and fast payment by credit / debit card, click here to enter your payment information**  
<https://payments.freemanco.com/?DepartmentId=6B6D0227-678B-475D-B823-FED1966E131F>

# PAYMENT & LABOUR

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 FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE METHOD OF PAYMENT FORM IS SIGNED; OR
- AN ORDER FOR LABOUR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN; OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOUR SECURED THROUGH FREEMAN.

## DEFINITIONS

For purposes of this Contract, "FREEMAN" or "The Freeman Companies" means Freeman Expositions, Inc., Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Exhibit Surveys, Inc., Freeman Exhibit, Freeman Transportation, FreemanXP, Inc., Stage Rigging, Inc., The Freeman Company, Freeman Electrical, Inc., Freeman Digital Ventures, Inc., and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

## PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in Canadian secure funds and all cheques must be in Canadian funds. Orders received without advance payment or after the deadline date will incur additional charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals (excluding Audio Visual equipment and computers) include delivery, installation and removal from EXHIBITOR'S booth. Rental prices on Audio Visual equipment and computers do not include labour, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any order or services by EXHIBITOR, a one hour "per person, per hour" charge will be applied for all labour orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. If Prestige carpet, custom-cut carpet, modular rental exhibits or any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labour. If the show or event is cancelled because of reasons beyond FREEMAN'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the FREEMAN Service Centre Representative of problems with any orders and to check EXHIBITOR'S invoice for accuracy prior to the close of the show or event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the province in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For international EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net, due and payable in TORONTO, ONTARIO, upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepaid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO, CANADA. In the event of any dispute between EXHIBITOR and FREEMAN relative to any loss, damage or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction and shall be resolved on their own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the estimate of charges and the actual charges incurred for material handling, labour time & materials, utility services or equipment usage, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by EXHIBITOR'S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on EXHIBITOR'S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt by either party.

## ELECTRICAL

If FREEMAN provides electrical services, claims will not be considered or adjustments made unless filed in writing by EXHIBITOR prior to the close of the event. FREEMAN is not responsible for any damage or loss caused by the loss of power beyond its control, and EXHIBITOR agrees to hold FREEMAN and its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. EXHIBITOR shall indemnify and hold harmless FREEMAN, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees) arising out of or in any way connected with EXHIBITOR's actions or omissions under this Agreement. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

## LABOUR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labour provided under this option. It is the responsibility of EXHIBITOR to supervise labour secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN'S Safe Work Rules and/or federal, provincial/state, county and local ordinances, rules and/or regulations, including, but not limited to, show or facility management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labour and to return to the Service Desk to release labour when the work is completed.

## INDEMNIFICATION

EXHIBITOR agrees to indemnify, hold harmless and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgements or expenses (including, but not limited to, reasonable attorney's fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and or property damage arising out of work performed by labour provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR's indemnification of FREEMAN includes any and all violations of federal, provincial/state, county or local ordinances, show regulations and/or rules as published and/or set forth by facility or show management, and/or directing labour provided by FREEMAN to work in a manner that violates any of the above rules, regulations or ordinances.

## IMPORTANT

PLEASE REFER TO FREEMAN'S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO THE "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO TRANSPORTATION SERVICES. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.

# MATERIAL HANDLING

**YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.** Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to Freeman's warehouse or to an event site for which Freeman is the official show contractor; or an order for labour and/or rental equipment is placed by Exhibitor with Freeman. Please note that your material handling charges do not include disposal of exhibit properties. Contact Freeman for rates and rules applicable to the disposal of your exhibit properties.

**1. DEFINITIONS.** For purposes of this Contract, "Freeman" means Freeman Expositions, Ltd., and its employees, directors, officers, agents, assigns, affiliated companies and related entities. In no event shall Freeman be deemed to be the Ultimate Consignee for shipping and customs purposes. "Exhibitor" means the Exhibitor and its employees, agents and representatives.

**2. PACKAGING/CRATES AND STORAGE.** Freeman shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labelled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift or similar means. Freeman does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.

**3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor or its representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for error in the above procedures; removal of containers with old empty labels and without Freeman labels; or improper information on empty labels. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

**4. INBOUND/OUTBOUND SHIPMENTS.** There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor or between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier; during such times, Exhibitor materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends arranging security services through facility or show management. All MHAs submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth at the time of pickup. Freeman is not responsible for any wait time or other charges, including business centre charges, arising from delivery or pickup of Exhibitor's materials.

**5. DELIVERY TO THE CARRIER FOR RELOADING.** Freeman assumes no responsibility for loss, damage, theft or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's appointed carrier, shipper or agent for transportation after the conclusion of the show. Freeman loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS ARISING OUT OF IMPROPER LOADING OR LABELLING OF MATERIALS.

**6. DESIGNATED CARRIERS.** Freeman shall have the authority to change the Exhibitor's designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor's shipping instructions, and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.

**7. FORCE MAJEURE.** Freeman's performance hereunder is subject to, and Freeman shall not be responsible for, loss, delay or damage due to strike, work stoppage, natural elements, vandalism, Act of God, civil disturbance, power failure, explosion, act of terrorism or war, or for any other cause beyond Freeman's reasonable control, nor for ordinary wear and tear in the handling of Exhibitor's materials.

**8. CLAIM(S) FOR LOSS.** Exhibitor agrees that any and all claims for loss or damage must be submitted to Freeman immediately at the show site and in any case not later than thirty (30) business days after the date when Exhibitor's materials are delivered to the carrier for transportation from show site or from Freeman's warehouse. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against Freeman more than one (1) year after the date of loss or damage occurred.

**a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between Exhibitor and Freeman relative to any loss, damage or claim, Exhibitor shall not be entitled to and shall not withhold payment due to Freeman for its services as an offset against the amount of any alleged loss or damage. Any claims against Freeman shall be considered a separate transaction and shall be resolved on their own merits.

**b. MAXIMUM RECOVERY.** If found liable for any loss, Freeman's sole and exclusive maximum liability for loss or damage to Exhibitor's materials and Exhibitor's sole and exclusive remedy is limited to CAD\$1.10 per kilogram (CAD\$0.50 per pound) per article with a maximum liability of CAD\$100.00 per item or CAD\$1,500.00 per shipment, whichever is a less. For unmarked, unlabelled or improperly packaged television monitors, the maximum liability is the lesser of CAD\$6.60 per kilogram (CAD\$3.00 per pound) or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or re-weighted weight of the shipment.

**c. LIMITATION OF LIABILITY.** IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF FREEMAN HAS BEEN ADVISED OR IS ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED, TO LOST PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

**9. DECLARED VALUE.** Declarations of declared value are between Exhibitor and the selected carrier ONLY and are in no way an extension of Freeman's maximum liability stated herein. Freeman will use commercially reasonable efforts to transmit declared value instructions to the selected carrier; however, FREEMAN WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

**10. JURISDICTION / VENUE.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO, CANADA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN THE COURT OF ONTARIO, CANADA.

**11. INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses (including, but not limited to, reasonable attorney's fees and investigation costs) arising out or contributed to by Exhibitor's negligent supervision of any labour secured through Freeman; Exhibitor's negligence, wilful misconduct or deliberate act, or the negligence, wilful misconduct or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or event to which this Contract relates, including, but not limited to, Exhibitor's violation of any federal, provincial/state, county or local ordinance and/or Exhibitor's violation of show regulations and/or rules as published and set forth by facility and/or show management.

**12. LIEN.** Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor's materials that are from time to time in the possession of Freeman and all the proceeds thereof, including, but not limited to, insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid by Freeman on its behalf, services performed, materials and/or labour from time to time provided by Freeman to or for the benefit of Exhibitor ("Obligations"). Freeman shall have all the rights and remedies of a secured party under the PERSONAL PROPERTY SECURITY ACT, as we may be amended from time to time ("PPSA"), and any notice that Freeman is required to give under the PPSA of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for as long as any Obligations remain unpaid or unsatisfied.

**13. WAIVER & RELEASE.** Exhibitor, as a material part of the consideration to Freeman for material handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has disclaimed liability pursuant to the provisions of this Contract.

**14. DRIVER LIABILITY WAIVER.** IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND/OR EQUIPMENT THAT YOU ARE OPERATING (TRUCK OWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCK OWNER HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOU, YOUR EMPLOYER AND THE TRUCK OWNER AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.



# AIR CARGO

## AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Cargo Service Request and Shipping Instructions Contract is NON-NEGOTIABLE and has been prepared by Shipper, or if by Freeman or another on Shipper's behalf, it shall be deemed, conclusively, to have been prepared by Shipper. Shipper agrees that this shipment is subject to the TERMS stated herein. All TERMS, including, but not limited to, all the limitations of liability, shall apply to our agents and their contracting carriers.

**1. DEFINITIONS:** In this Contract, "Freeman" means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, assigns, affiliated companies and related entities, including any contractors appointed by Freeman. "Shipper" means the person or business for whom the property is being transported and includes their respective employees, officers, directors, agents, assigns, affiliated companies and contractors appointed by Shipper, excluding only Freeman. "Property" means all objects of any type received from Shipper for transport by Freeman as described herein. "Consignee" means the party to whom Shipper has designated the goods are to be delivered.

**2. FINAL CONTRACT BETWEEN THE PARTIES:** In exchange for Shipper's payments and Freeman's services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

**3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED:** Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for the performance of individuals of firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay or damage beyond its reasonable control, including (by way of illustration only and not as a limitation of the breadth of this clause) strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, Freeman DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

**4. PACKAGING AND CRATES:** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct postal code, of Shipper and Consignee. When a container is used repetitively by Shipper, Shipper must remove all old labels, tags, markings, etc., and Shipper must ensure that the container retains adequate strength for transportation. Freeman makes neither representation nor warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labelled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift or similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification published by the U.S. National Motor Freight Traffic Association. For shipments of perishable commodities, Canadian and U.S. shipments must be packed to travel without spoilage for 72 hours from time of pickup; all international shipments must be packed to travel without spoilage for 24 hours beyond an agreed deadline. Freeman reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper's expense.

**5. REFUSED SHIPMENTS:** If the Consignee refuses a shipment tendered for delivery, or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignor or Consignee, Freeman's liability shall then become that of a warehouseman.

- Freeman shall promptly attempt to provide notice by telephone or electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.
- Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.
- If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.
- When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. Where Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

**6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES:** FREEMAN'S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING, BUT NOT LIMITED TO, FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF CAD\$50.00 PER SHIPMENT OR CAD\$1.10 PER KILOGRAM (CAD\$0.50 PER POUND) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SERVICE REQUEST AND SHIPPING INSTRUCTIONS FORM AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL FREEMAN'S LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, FREEMAN'S LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO CAD\$20.00 PER KILOGRAM (CAD\$9.07 PER POUND) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY MONTREAL PROTOCOL NO. 4 OF 1975, OR CAD\$20.00 PER KILOGRAM (CAD\$9.07 PER POUND) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of CAD\$500.00:

- artworks and objects of art, including, but not limited to, original paintings, drawings, etchings, watercolours, tapestries and sculptures;
- clocks, watches, jewellery (including costume jewellery), furs and fur-trimmed clothing;
- personal effects; and
- other inherently fragile or unique items, including prototypes, etc.

Any declared value in excess of the maximums allowed herein is null and void, and acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of illustration only and not as a limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profit damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:

- whenever or wherever the claimed loss or damage may occur;
- even where the alleged loss or damage is claimed to result from negligence, strict liability, product liability, breach of contract, breach of statute or regulation, or any other legal theory or cause; and
- even though Freeman may have been advised or be on notice of the possibility or even the probability of such damages. Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), nondelivery, missed pickup, delay on international shipments, loss or damage unless caused by Freeman's sole negligence.

### 7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

- Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.
- Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert and contains no hazardous substances, hazardous materials, chemicals, gases, explosives, radioactive materials, biologically hazardous agents or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Shipper shall defend and indemnify Freeman and its employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses (including, but not limited to, reasonable attorney's fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct or deliberate act; Shipper's violation of federal, provincial/state, county or local ordinances; Shipper's violation of show regulations and/or rules as published and set forth by facility and/or show management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Freeman.

**8. CLAIMS:** Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery or, in the case of loss or damage which could not have been noted at the time of delivery, within five (5) business days of delivery of any loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via email at [exhibit.transportation@freeman.com](mailto:exhibit.transportation@freeman.com) within 5 business days of receipt of the property. If Carrier schedules an inspection, claimant must keep the shipping container, all packaging material and contents in the same condition as when damage first was discovered. Receipt of the shipment by Consignee or Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. The amount of the claim may not be deducted from the transportation charges. Notice of loss or damage MUST be reported to Freeman at 866-272-1081. The shipment and its container(s) and packing material must be made available to Freeman for inspection at the delivery location. All shipments are subject to opening for inspection by Freeman; however, Freeman is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Freeman within one hundred twenty (120) calendar days after the date of acceptance of the shipment by Freeman. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment, and Freeman's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to Freeman within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Freeman unless (a) the claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by Freeman unless otherwise required by international, federal or provincial/state law. If the claim is for loss or damage involving international shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by international, federal or provincial/state law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process of the action on Freeman. Claims for loss or damage must be delivered to the following address: Claims Department Sedgwick Claims Mgmt Services: 8649 Baypine Rd, Bldg 7, Suite #300, Jacksonville, FL 32256.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for "catastrophic" damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of "catastrophic" damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

**9. CHOICE OF FORUM:** THE CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF CANADA (INCLUDING ADOPTED INTERNATIONAL CONVENTIONS) AND THE PROVINCE OF ONTARIO WITHOUT GIVING EFFECT TO THE PROVINCE'S CONFLICT OF LAWS RULES. FREEMAN AND SHIPPER AGREE THAT ANY CLAIM OR DISPUTE OF ANY SORT ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF TORONTO, ONTARIO, CANADA AND THE RULES OF THE CANADIAN ARBITRATION ASSOCIATION WILL APPLY. IF BINDING ARBITRATION IS UNAVAILABLE TO RESOLVE ANY CONTROVERSY AND IT IS NECESSARY TO LITIGATE THE DISPUTE, THE DISPUTE SHALL BE LITIGATED IN A COURT IN THE JURISDICTION OF TORONTO, ONTARIO, CANADA.

**10. MISCELLANEOUS:** Shipper warrants the accuracy of the weight and dimension data furnished in this Contract. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same and that Shipper will have no control over the property until it is delivered pursuant to the instructions in this Contract. Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail or road, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment.

# MOTOR CARGO

## MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

This Contract establishes your legal obligations with regard to the property described herein being shipped with Freeman Transportation. It specifically limits your rights and possible recovery if your property is lost or damaged. You must accept all terms and conditions of this Contract. You confirm that you have read and agree with all the terms and conditions of this Contract by receipt without contest. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Freeman.

**1. DEFINITIONS.** In this Contract, "Freeman" means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, assigns, affiliated companies and related entities including any contractors appointed by Freeman. "Shipper" means the person or business for whom the property is being transported and includes their respective employees, officers, directors, agents, assigns, affiliated companies and contractors appointed by Shipper, excluding only Freeman. "Property" means all objects of any type received from Shipper for transport by Freeman as described herein. "Consignee" means the party to whom Shipper has designated the goods are to be delivered.

**2. FINAL CONTRACT BETWEEN THE PARTIES.** In exchange for Shipper's payments and Freeman's services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

**3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.** Freeman shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay or damage beyond its reasonable control, including (by way of illustration only and not as a limitation of the breadth of this clause) strike, lockout, work slow-down or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for any delay caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Freeman. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

**4. PACKAGING AND CRATES.** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labelled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift or similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification published by the U.S. National Motor Freight Traffic Association. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper's expense.

**5. PERISHABLE GOODS.** Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the Service Request and Shipping Instructions that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer and for setting the temperature (including maintenance and repair) during all times after the trailer is spotted by Freeman and before the trailer is received by Freeman. Freeman is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within a proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the Service Request and Shipping Instructions if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

**6. REFUSED SHIPMENTS.** If Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of Freeman, Freeman's liability shall then become that of a warehouseman.

(a) Freeman shall promptly attempt to provide notice by telephone or electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated in these instructions to receive notice.

(b) Storage charges, if applicable, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.

(c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. When Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

**7. INSURANCE. FREEMAN IS NOT AN INSURER.** Shipper is responsible for obtaining insurance for its property. Freeman provides no insurance for Shipper or its property.

**8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES.** Shipper understands that even if shipper's property is lost, stolen, or damaged, Freeman does not pay replacement or restoration cost of any property. **FREEMAN'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE.**

**(THE "FAIR MARKET VALUE" EQUALS THE AS IS, WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE, OR CAD\$11.02 PER KILOGRAM (CAD\$5.00 PER POUND) OF CARGO LOST OR DAMAGED UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per kilogram for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. **Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of CAD \$500.00:** (a) Artworks and objects of art, including, but not limited to, original paintings, drawings, etchings, watercolours, tapestries and sculptures or prototypes; (b) Clocks, jewellery, including costume jewellery, furs and fur-trimmed clothing; (c) Personal effects, including, but not limited to, papers and documents; and (d) Coin money, currency, gift certificates, debit cards, credit cards and any other items of extraordinary value. (e) For unmarked, unlabelled or improperly packaged television monitors, the maximum liability is the lesser of CAD\$6.60 per kilogram (CAD\$3.00 per pound) or the actual invoice price.

Any declared value in excess of the maximums allowed herein is null and void, and acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) **Freeman's MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT.** Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of illustration only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profit damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(a) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (b) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE; AND (c) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

### 9. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper's account is current. (b) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials of any kind or nature. Shipper warrants and will ensure that its property is inert and contains no hazardous substances, hazardous materials, chemicals, gases, explosives, radioactive materials, biologically hazardous agents or any other substance, matter or object in any form that could pose a threat to the health or safety of Freeman persons or property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

(c) Shipper shall defend and indemnify Freeman and its employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses (including, but not limited to, reasonable attorney's fees and investigation costs) on account of personal injury, death or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct or deliberate act; Shipper's violation of federal, provincial/state, county or local ordinances; Shipper's violation of show regulations and/or rules as published and set forth by facility and/or show management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Freeman.

**10. CLAIMS.** Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, postal mail, courier, facsimile or electronic means to Claims Department Sedgwick Claims Mgmt Services: 8649 Baypine Rd, Bldg 7, Suite #300, Jacksonville, FL 32256, as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on Freeman within five (5) business days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Notice of concealed damage must be confirmed in writing or via email at [exhibit.transportation@freeman.com](mailto:exhibit.transportation@freeman.com) within 5 business days of receipt of the property. If Carrier schedules an inspection, claimant must keep the shipping container, all packaging material and contents in the same condition as when damage first was discovered. Claims filed more than nine (9) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for "catastrophic" damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of "catastrophic" damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

**11. CHOICE OF FORUM / ARBITRATION.** THE CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF CANADA AND THE PROVINCE OF ONTARIO WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAW RULES, EXCLUSIVE VENUE FOR ALL DISPUTE ARISING OUT OF CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN A COURT IN THE JURISDICTION OF TORONTO, ONTARIO, CANADA. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively settled by arbitration administered by the Canadian Arbitration Association in accordance with its Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

**12. MISCELLANEOUS.** (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; (b) Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same; (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail or road, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment. Shipper agrees that all shipments are subject to correction and final charges determined by the actual or re-weighted weight of the shipment.

**13. SMALL PACKAGE PROGRAM.** If items shipped via Freeman's Small Package Program are lost, damaged or destroyed while in Freeman's possession, **FREEMAN'S MAXIMUM LIABILITY SHALL BE CAD\$100 PER PACKAGE UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** If small packages are received by the Shipper and notice of loss or damage is not received by Freeman within fifteen (15) days of the delivery of the property, the parties agree that the presumption shall arise that the property was delivered in proper quantity and in good condition.

# FREEMAN

61 Browns Line  
Toronto, Ontario, Canada M8W 3S2  
416-252-2420 • Fax: 416-252-2365

## OUTBOUND MATERIAL HANDLING AND SHIPPING LABELS

FREEMAN outbound shipping

NAME OF SHOW: ITECH TORONTO WEST 2019  
COMPANY NAME \_\_\_\_\_ BOOTH #: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

**EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND SHIPPING LABELS. WE WOULD BE HAPPY TO PREPARE THESE FOR YOU AND DELIVER THEM TO YOUR BOOTH PRIOR TO SHOW CLOSE. TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE THIS FORM AND RETURN IT TO THE FREEMAN SERVICE DESK.**

### SHIPPING INFORMATION

SHIP TO: COMPANY NAME: \_\_\_\_\_  
DELIVERY ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP/POSTAL CODE: \_\_\_\_\_  
PHONE#: \_\_\_\_\_ ATTN: \_\_\_\_\_

BILL TO:  SAME AS SHIP TO

COMPANY NAME: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP/POSTAL CODE: \_\_\_\_\_

### METHOD OF SHIPMENT

Carrier:

**Carrier:**

Carrier Name: \_\_\_\_\_  
Carrier Phone: \_\_\_\_\_

Select a Level of Service:

- |   |  |
|---|--|
| <input type="checkbox"/> 1 Day: Delivery next business day*             | <input type="checkbox"/> Standard Ground                                 |
| <input type="checkbox"/> 2 Day: Delivery by 5:00 PM second business day | <input type="checkbox"/> Specialized: Pad wrapped, uncrated or truckload |
|   | <input type="checkbox"/> Deferred: Delivery within 3-5 business days     |

Select Shipment Options:

- |  |   |
|--|---|
| <input type="checkbox"/> Have loading dock | <input type="checkbox"/> Lift gate required |
| <input type="checkbox"/> Inside delivery   | <input type="checkbox"/> Air ride required  |
| <input type="checkbox"/> Pad wrap required | <input type="checkbox"/> Residential        |
| <input type="checkbox"/> Do not stack      |   |

**Verify the piece count, weight and that a signature is on the Material Handling Agreement prior to shipping out.**

Select Desired Number of Labels: \_\_\_\_\_

In the event your selected carrier (other than Freeman) fails to show on final move-out day, Please select one of the following options:

- Reroute via Official Carrier.  
 Delivery back to the show's Advance Warehouse at Exhibitor's expense

**F R E E M A N**

**R U S H**

***DO NOT DELAY***

**CANNOT DELIVER BEFORE: 2:00 PM ON MAY 6, 2019**

**TO:** \_\_\_\_\_  
*(EXHIBITOR NAME)*

**C/O: FREEMAN  
INTERNATIONAL CENTRE  
CONFERENCE CENTRE  
6900 AIRPORT ROAD  
MISSISSAUGA, ONTARIO, CANADA  
L4V 1E8**

**SHOW SITE**

**EVENT: ITECH TORONTO WEST 2019**

**BOOTH NO: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

**F R E E M A N**

**R U S H**

***DO NOT DELAY***

**CANNOT DELIVER BEFORE: 2:00 PM ON MAY 6, 2019**

**TO:** \_\_\_\_\_  
*(EXHIBITOR NAME)*

**C/O: FREEMAN  
INTERNATIONAL CENTRE  
CONFERENCE CENTRE  
6900 AIRPORT ROAD  
MISSISSAUGA, ONTARIO, CANADA  
L4V 1E8**

**SHOW SITE**

**EVENT: ITECH TORONTO WEST 2019**

**BOOTH NO: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

THE ABOVE LABELS ARE PROVIDED FOR YOUR CONVENIENCE.  
PLACE ONE OF EACH PIECE SHIPPED TO ENSURE PROPER DELIVERY.  
IF MORE LABELS ARE NEEDED, COPIES ARE ACCEPTABLE.