

PAYMENT AND LABOUR TERMS & CONDITIONS

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" means Freeman Decorating Services, Inc. and Freeman Decorating Ltd. 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 U.S. funds and all checks must be in Canadian funds. Orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. 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 include delivery, installation, and removal from EXHIBITOR's booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour "per person, per hour" charge will be applied for all labour orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and 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. If the Show or Event is canceled 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 Center Representative of problems with any orders, and to check the 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 State or 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 preapproved 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 pre-paid 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 STATE OF TEXAS. In the event of any dispute between the 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 its own merits. Freeman reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR's estimate of charges and the actual charges incurred by EXHIBITOR, 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 the 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 the EXHIBITOR'S account.

LABOUR UNDER THE SUPERVISION OF EXHIBITOR

RESPONSIBILITIES:

EXHIBITOR shall be responsible for the performance of labour provided under this section. 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, judgments, and expenses (including but not limited to reasonable attorneys' 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, and/or ordinances.

IMPORTANT

PLEASE REFER TO FREEMAN'S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO EXHIBIT TRANSPORTATION'S "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO SERVICES PROVIDED BY EXHIBIT TRANSPORTATION BY FREEMAN. 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.