



Triumph Corporate Office 12614 Interurban Ave So. Seattle, WA 98168
Phone: (206) 431.1010 Fax: (206) 431.2643

Material Handling – Terms & Conditions

PLEASE READ CAREFULLY! YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERIES IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below are part of the contractual agreement between Triumph Expo & Events Inc. and you the EXHIBITOR. Exhibitor agrees to and accepts the terms and conditions of this contract when any of the following conditions are met: THE MATERIAL HANDLING AGREEMENT IS SIGNED; OR THE EXHIBITOR'S MATERIALS ARE DELIVERED BY A CARRIER TO TE&E'S WAREHOUSE OR TO A SHOW/EXPOSITION SITE FOR WHICH TE&E IS THE OFFICIAL SHOW CONTRACTOR, OR A SUBCONTRACTOR FOR THE OFFICIAL SHOW CONTRACTOR; OR AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH TRIUMPH EXPO & EVENTS INC.

1. DEFINITIONS. For purposes of this contract, "TE&E" means Triumph Expo & Events Inc. and their employees, agents, directors and assigns, affiliated companies, related entities including but not limited to any subcontractors TE&E may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC") Further, it is hereby understood and agreed that the "EXHIBITOR" is in fact the 'Shipper' for all purposes and circumstances, notwithstanding anything contained in this contract to the contrary.

2. PACKAGING AND CRATES. TE&E shall not be responsible for damage to loose uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition TE&E shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or having prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

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 his representative. All previous labels must be removed or obliterated. TE&E assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels & without TE&E labels
- Improper information on empty labels

TE&E WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

4. INBOUND SHIPMENTS. Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or his representative, and during such time the materials will be left unattended. TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT THE SHOW SITE. TE&E recommends the securing of security services from Facility or Show Management.

5. OUTBOUND SHIPMENTS. Consistent with trade show industry practices there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. TE&E highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to TE&E 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 agreement form submitted to TE&E and the actual count of such items in the booth at the time of pickup.

6. DELIVERY TO THE CARRIER FOR RELOADING. TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY 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 EVENT, INCLUDING A TE&E DESIGNATED CARRIER IN ACCORDANCE WITH SECTION 7 BELOW. TE&E loads the materials onto the carrier under directions from the carrier or driver of that same carrier. Any reloading into the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. TE&E ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISE OUT OF IMPROPERLY LOADED MATERIALS.

7. DESIGNATED CARRIERS. In order to expedite removal of materials from the show site, TE&E shall have the authority to change designated carriers if the carrier designated by the EXHIBITOR does not pick up the shipment(s) in time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITORS shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL TE&E BE RESPONSIBLE OR LIABLE

FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION. EXHIBITOR hereby understands and agrees that the carrier's terms and conditions apply to their shipment once the materials have been accepted by said carrier. It is the responsibility of the EXHIBITOR to familiarize himself with these terms and conditions TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR FAILURE TO PROVIDE THESE CARRIER TERMS AND CONDITIONS TO THE EXHIBITOR.

8. TE&E'S RESPONSIBILITIES. TE&E shall be responsible only for those services which it directly provides. TE&E assumes no responsibility for any persons, parties, or other contracting firms not under TE&E'S direct supervision and control. TE&E shall not be responsible for loss, delay or damage due to strike lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failure, explosion, acts of terrorism or war, other causes beyond TE&E'S reasonable control nor for ordinary wear & tear in the handling of materials.

9. INSURANCE. It is understood that TE&E is not an insurer. Any insurance shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide TE&E with a release and waiver of subrogation to the extent of any insurance settlement received.

10. CLAIM(S) FOR LOSS. EXHIBITOR agrees that any and all claims for loss or damage must be submitted to TE&E immediately at the show site and in any case not later than thirty (30) business days after the conclusion of the show or exposition (for purposes of claim reporting, the 'conclusion' of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from TE&E'S warehouse). All claims reported after thirty (30) business days will be rejected. In no event shall a suit or action be brought against TE&E more than one year after the date of loss or damage occurred.

a. **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and TE&E 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 TE&E for its services, as an offset against the amount of any alleged loss or damage. Any claims against TE&E shall be considered a separate transaction, and shall be resolved on its own merits.

b. **MAXIMUM RECOVERY. THE DECLARED VALUE DOES NOT APPLY TO THE SERVICES PROVIDED BY TE&E** if found liable for any loss. TE&E'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to repair or replacement with like kind and quality, subject to a dollar amount limited equal to the amount paid by EXHIBITOR to TE&E for material handling services during the show or exposition under this contract.

c. **BREACH OF CONTRACT AND/OR NEGLIGENCE.** TE&E'S liability shall be limited to any loss or damage which results solely from TE&E'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall TE&E 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 to, subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of TE&E or breach of any of the provisions of this agreement regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if TE&E has been advised or has notice of the possibility of such damages or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR's responsibilities. Such excluded damages include but are not limited to: loss of profits, loss of use or interruption of business, or other consequential or indirect economic loss(s).

11. JURISDICTION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS AND RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN KING COUNTY, WASHINGTON.

12. INDEMNIFICATION. EXHIBITOR agrees to indemnify, forever hold harmless and defend TE&E and their employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury or death, damage to or loss of property or profits arising out of or contributed to, by any of the following:

- EXHIBITOR'S negligent supervision of any labor secured through TE&E or the negligent supervision of such labor by any of EXHIBITORS employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractor (EAC).
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees, and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of TE&E'S equipment.
- EXHIBITOR'S violation of Federal State, County or Local ordinances.
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

13. MISCELLANEOUS. EXHIBITOR, as a material part of the consideration to TE&E for material handling services, waives and releases all claims against TE&E, its employees, agents, directors and officers with respect to all matters for which TE&E has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read this agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive agreement between the parties. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.