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:

• 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 Expositions, LLC and its 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. 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 and its respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term "LABOUR" includes all services, work, and/or services by EXHIBITOR or 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 in accordance with our CANCELLATION POLICY. 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 the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) 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 damages or loss caused by a loss of power beyond its control, and EXHIBITOR assumes full responsibility for the provision of electricity to all labour provided by FREEMAN and its officers, directors, employees and agents harmless from such power loss. 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 AGREEMENT 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, agents, representatives, consultants, independent contractors, or other service providers. 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 uncured materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage in bags or poly, or improperly packed or labeled 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 for 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 CRATES AND CONTAINERS OR THEIR CONTENTS WHILE IN CANADA.

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 is responsible for the care, custody, and control of the materials. Freeman does not guarantee or assume responsibility 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 ARE PICKED UP FOR RELOADING AT CONCLUSION OF THE EVENT. Freeman recommends arranging security services through facility and/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 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 on 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 or LIABILITY FOR ANY 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 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.

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 order. Freeman is not responsible for unmarked, unlabelled or improperly packaged television monitors, the maximum liability is the lesser of CAD$60.60 per kilogram (CAD$30.00 per pound) or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or weighed weight of the shipment.

c. LIMITATION OF LIABILITY. IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR, FOR OR IN CONNECTION WITH, SPECIAL, INDIRECT, INCIDENTAL, 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, QUEBEC OR CANADA.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman and 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 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’s Agents/Contractors (EAC) at the show or event for which this Contract relates, including, but not limited to, Exhibitor’s violation of any federal, provincial, county, local or ordinances 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 to “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 claimed 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 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 PREMISES.
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 subject 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 carriers.

1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, or contractors, and “Freeman” means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, or contractors, engaged to perform or assist in this Contract, as the case may be, including those persons or companies engaged in tenders or bookings, as defined by Freeman. “Shipper” means the person or business for whom the property is being transported and includes the party who submits the Air Cargo Service Request and Shipping Instructions form. “Consignee” means the party to whom or on behalf of whom the property is being delivered. “Property” means all objects of any type received from Shipper for transport as Freeman has described herein. “Consignment” means the party to whom Shipper has designated the goods are to be delivered. “Service Guide” means the service guide provided by Freeman.

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 form), Shipper agrees to be bound by and subjected to all the terms and conditions of this Contract, to be performed in accordance with the laws of Canada and all other applicable federal and provincial/state laws. Shipper consents to submit to the jurisdiction of the courts of Canada in the event of a dispute arising out of or related to this Contract. All rights, obligations, and liabilities of Freeman and Shipper as provided for in this Contract are limited to a maximum of Canadian dollars (CAD) $500.00 and, for International shipments, the higher of Canadian dollars (CAD) $50.00, the International Air Freight Association (IATA) Guide for Such Higher Declared Value are paid. FOR INTERNATIONAL SHIPMENTS, THIS NO. 4 OF 1975, OR CAD$20.00 PER KILOGRAM (CAD$9.07 PER POUND) FOR CARRIAGE WHERE THE OTHER THAN THE COUNTRY OF DEPARTURE, FREEMAN’S LIABILITY FOR CARGO LOST, DAMAGED OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS LIMITED TO, FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING, BUT NOT LIMITED TO, THEなし

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 causes of loss of, damage to, delay or delay beyond its reasonable control, including (by way of illustration only and not as a limitation of the breadth of this clause) strikes, lockout, work stoppage, natural catastrophe, war, government restriction or requisition, acts of God, federal or provincial/state law. Freeman shall not be liable for, or responsible for, damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, unless Freeman has been advised or been on notice of the possibility or even the probability of such damage.

4. PACKAGING AND CRATES: Shipper’s property must be well packaged for safe and secure handling and shipping and using ordinary care. Each piece must be clearly and durably marked with the name and address, including correct postal code, of Shipper and Consignee. When a container is used repeatedly by Shipper, Shipper must remove all labels, tags, markings, etc., and Shipper must ensure that the container retains its original condition with respect to acceptability or suitability of any packaging system or procedure thatShipper might use for its property. Freeman shall not be responsible for loss or uncrated materials, pad-wrapped or shrink-wrapped materials, glass, breakable, or anything that begins to deteriorate or becomes unmarketable or say labeled materials. Packaging and shipping should be of a design to adequately protect contents for handling for any reason. Freeman shall not be responsible for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will make no warranties, express or implied and expressly disclaim all and any warranties. Freeman is not responsible for any loss, damage or delay to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass, breakable, or anything that begins to deteriorate or becomes unmarketable.

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 Consignee or Consignor, Freeman’s liability shall then become limited to reimbursement of the cost of storage and handling for the time the shipment remained in Freeman’s possession after the attempted delivery. Freeman shall not be responsible for delays resulting from acts, errors, omissions or conditions beyond its reasonable control.

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 FREEMAN’S DELIVERY, INCLUDING, BUT NOT LIMITED TO, FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A SHIPMENT, SHALL BE LIMITED TO THE LESSER OF (A) THE MAXIMUM OF CANADIAN DOLLARS (CAD) $500.00 OR (B) THE LESSER OF (1) THE DECREASED DECLARED VALUE FOR CARGO LOST, DAMAGED OR DAMAGED ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS LIMITED TO, FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING, BUT NOT LIMITED TO, THE

7. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION: (a) 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 causes of loss of, damage to, delay or delay beyond its reasonable control, including (by way of illustration only and not as a limitation of the breadth of this clause) strikes, lockout, work stoppage, natural catastrophe, war, government restriction or requisition, acts of God, federal or provincial/state law. Freeman shall not be liable for, or responsible for, damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass, breakable, or anything that begins to deteriorate or becomes unmarketable.

8. CLAIMS: Shipper, 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 loss or damage shall be given to Freeman within thirty (30) calendar days from the date of shipment. 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 out of the shipment shall be limited to the Service Guide for such higher declared value. All claims for loss of or damage involving international shipments shall be made within the time period specified by the Service Guide for such higher declared value. For International shipments, this Contract shall be construed under the laws of Canada (inclusive of adopted international conventions and the province of Ontario without limitation).

9. CHOICE OF FORUM: THE CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF CANADA (INCLUDING ADOPTED INTERNATIONAL CONVENTIONS AND THE PROVINCE OF ONTARIO WITHOUT LIMITATION), AND ANY QUESTION ARISING UNDER THE CONTRACT OR IN CONNECTION WITH ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF TORONTO, PROVINCE OF ONTARIO, CANADA. FREEMAN’S OFFICE IN TAIPEI, TAIWAN IS NOT A PARTY TO THIS AGREEMENT. ANY ARBITRATION HEARING OR DISPUTE SHALL BE CONDUCTED IN A COURTHOUSE IN THE CITY OF TORONTO, PROVINCE OF ONTARIO, CANADA. FREEMAN’S OFFICE IN TAIPEI, TAIWAN IS NOT A PARTY TO THIS AGREEMENT.

10. MISCELLANEOUS: Shipper warrants that the accuracy of the weight and dimension data furnished in the Air Cargo Service Request and Shipping Instructions form. Shipper understands that once its property is shipped by Freeman pursuant to the instructions furnished by Shipper, Shipper has no right to control the handling of the property and all matters related to payment for the shipment.

Note: Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of Canadian dollars (CAD) $500.00:

(a) artworks and objects of art, including, but not limited to, original paintings, drawings, etchings, watercolours, tapestries and sculptures.

Freeman Expositions LLC, 2022. All rights reserved.
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, agents, directors, affiliates, subsidiaries, and parent companies appointed or authorized by Freeman. “Shipper” means the person or entity to whom the property is to be delivered by Freeman. “Shipment” means the transportation of the property described herein by Freeman. “Consignee” means the person to whom Shipper has designated the goods are to be delivered. “Freeman’s property” means all objects of any nature or type located, stored, or handled 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 agreed to 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 will take effect when the property first comes into the physical possession of Freeman for inbound shipments and when the property is first delivered to Freeman as provided in this Contract for outbound shipments, and will continue in full force and effect until the property has been delivered to Shipper or to Shipper’s agent.

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, but not limited to, natural disasters such as storms (river, beach, or ferry), or caused by breakdown or mechanical defects of vehicles or equipment, or from any other 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 transportation. Freeman shall not be responsible for the care of loose or uncrated materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for the design of packages or the quality of the materials used in the packages. Freeman reserves the right to reject any package or crate that it believes will not be delivered in good condition.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental control or other special services unless Shipper states on the face of the Service Request and Shipping Instructions that a refrigerated, heated, dehumidified, refrigerated, heated, specialized ventilated or otherwise specially equipped trailer is required. Such goods may be subject to additional charges. Shipper is responsible for bringing the goods to the trailer or in the warehouse in suitable packaging to maintain the quality of the goods during storage or transportation. Shipper is responsible for losses or damages caused by improper packaging or insufficient temperature control.

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

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 limits its liability for any loss, damage or delay in the delivery of property to the declared value and any applicable declared valuation charge as stated herein. If no declared value has been stated in writing by or 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 by Shipper for any loss, damage, or delay.

9. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION: Shipper is responsible for adherence to all laws and regulations and for notifying Freeman of any special requirements pertaining to the shipment. Shipper is responsible for proper labeling of the property. Shipper shall be solely liable for any loss, damage or expense occasioned by Shipper or any other person or entity in connection with the transportation of the property. Shipper agrees to assume the full responsibility of the property and all matters related to payment for the shipment. Shipper agrees that all agreements, promises, and warranties made in this Contract shall be binding upon Shipper and its successors and assigns.

10. CLAIMS. Suits for loss, damage or delay shall be instituted against Freeman no later than two (2) years and one (1) day after the date when the property was delivered or discovered. Claim notices shall be addressed to Freeman’s office at the address 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.

11. SMALL PACKAGE PROGRAM. If items shipped via Freeman’s Small Package Program are lost by reason of fault or mistake of Shipper, Freeman’s liability shall then become that of Shipper.

12. DAMAGE TO PROPERTY: In no event shall Freeman be liable for the loss, damage, or destruction of any property, whether by fire, flood, theft, or any other act of nature or cause beyond our control, unless Shipper’s account is current.

13. SMALL PACKAGE PROGRAM. If items shipped via Freeman’s Small Package Program are lost damaged while in Freeman’s possession, FREEMAN’S MAXIMUM LIABILITY SHALL BE CARREYED VALUE AT THE TIME OF SHIPMENT DETERMINED AS THE LOWER OF THE MAXIMUM VALUE OF THE PROPERTY AT THE TIME OF THE DAMAGE PLUS FREIGHT CHARGES OR THE MAXIMUM DECLARED VALUE OF VALUE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE MAXIMUM LIABILITY OF THE MAXIMUM DECLARED VALUE OR $1.50 PER POUND OF SHIPPED VALUE. If the property is not in damaged or received by Shipper within fifteen (15) days of the delivery of the property, the parties agree that the presumption that shall arise was delivered in proper quantity and in good condition.

14. FREEMAN’S MAXIMUM LIABILITY WILL NEVER BE MORE THAN $100,000 PER SHIPMENT. Shipper understands that if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to their property, Shipper will have no bearing on this payment of the agreed damage.

15. CLAIMS. Claims must be filed in writing within nine (9) months after the date of delivery of the property or the date that claim was raised by Shipper. No claims shall be accepted by Freeman beyond this period of time. Claims shall be made in writing. Claims filed more than nine (9) months after the property was delivered or discovered shall not be timely filed to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed and death or damage or delay shall be instituted against Freeman no later than two (2) years and one (1) day after the date when the property was delivered or discovered. The notice of claim shall include a prompt joint survey of the damage at a time and place to be agreed between the parties and shall be evidenced by a written agreement as to the extent and value of any damage. Such agreement shall be signed by the Carrier’s agent or shipper’s agent or such other person as may be agreed by the parties.

16. FREEMAN’S MAXIMUM LIABILITY IN CASES OF "CAUSTIC" DAMAGE (total loss will be limited to the depreciated value of the container based on the time elapsed from the original purchase and the purchase price of the container) shall be limited to $100,000. The maximum liability shall be subject to all other applicable limits of liability.

17. CHOICE OF FORUM / ARBITRATION. THE CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF CANADA AND THE PROVINCE OF ONTARIO WITHOUT GIVING EFFECT IT’S CONFLICT OF LAWS RULES. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN THE COURT OF COMMON LAW OF TORONTO, ONTARIO, CANADA, OR SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE CANADIAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES, EXCLUSIVE VENUE FOR ALL DISPUTE ARISING OUT OF CONTRACT, TORT, COMMON LAW OR STATUTORY CLAIMS. IN THE EVENT OF ANY WITHDRAWAL OF ANY OF SUCH DAMAGES.

18. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this section regarding the inclusion of any dangerous substances in the property placed with Freeman. If the property is lost, stolen, or damaged, Freeman shall not be liable for the loss, damage, or destruction of any property, whether by fire, flood, theft, or any other act of nature or cause beyond our control, unless Shipper’s account is current. If the property is not in damaged or received by Shipper within fifteen (15) days of the delivery of the property, the parties agree that the presumption that shall arise was delivered in proper quantity and in good condition.

19. 10.4.1.2 PER KILOGRAM." HOWSOEVER DECIDED. FREEMAN’S MAXIMUM LIABILITY SHALL BE THE APPROPRIATE VALUATION CHARGE.

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