

## MATERIAL HANDLING LIMITS OF LIABILITY

*Brede Exposition Service's liability shall be limited to the physical loss or damage to the specific article which is lost or damaged as described below.*

### LIMITATIONS OF BREDE EXPOSITION SERVICE'S LIABILITY AND RESPONSIBILITY

1. Brede Exposition Services shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage.
  2. Brede Exposition Services shall not be responsible for loss, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's booth.
  3. Brede Exposition Services shall not be responsible for loss, theft, or disappearance of materials before they are picked up from exhibitor's booth for re-loading after the show. Bills of lading covering outgoing shipments which are furnished to Brede Exposition Services by exhibitors, will be checked at time of actual pickup from booth and correction made where discrepancies occur.
  4. Brede Exposition Services shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs, which may result from any loss or damage to an exhibitor's material which make it impossible or impractical to exhibit same.
  5. The consignment or delivery of a shipment to Brede Exposition Services by an exhibitor, or by any shipper on behalf of any exhibitor shall be construed as an acceptance by such exhibitor (and/or other shipper) of the terms and conditions set forth in this bulletin.
  6. Brede Exposition Services shall exercise ordinary diligence and care in the receiving, handling and storage of all shipments. Brede Exposition Services shall not be liable for loss or damage by fire, acts of God, or causes beyond its control. Brede Exposition Service's liability shall be limited to the physical loss or damage to the specific article which is lost or damaged. In any case, the liability of Brede Exposition Services is limited to \$ .30 per pound per article, with a maximum of \$50.00 per item, and a maximum of \$1,000 per shipment. This applies while these goods are in Brede's warehouse, in vehicles for delivery, or at show site.
  7. Claims for loss or damage which are not submitted to Brede Exposition Services within thirty (30) days of the close of the show on which the loss or damage occurred shall be considered waived. No suit or action shall be brought against Brede Exposition Services or its subcontractors more than one (1) year after the accrual of the cause of action therefore.
  8. Shipments received without receipts, freight bills, or specified unit counts on receipts or freight bills (i.e., one lot, 800 cu. ft., etc.), such as UPS or van lines will be delivered to the exhibitor's booth without guarantee of piece count or condition. No liability will be assumed by Brede Exposition Services for such shipments.
  9. Empty container labels will be available at the service desk. Affixing the labels is the sole responsibility of the exhibitor or his/her representative. All previous labels should be removed or completely covered. Brede Exposition Services assumes no responsibility for errors to the aforementioned procedure, removal of containers with old empty labels and without Brede Exposition Services labels, improper information on empty labels, or valuables stored in containers with empty labels.
  10. Exhibitors should arrange for outgoing shipments during the show or immediately after its close. Brede will assist in the preparation of bills of lading. Be sure that your material has been carefully crated or packed, and properly tagged or marked.
  11. In order to expedite removal of materials, Brede Exposition Services shall have authority, without further clearance with exhibitors, to change designated carriers.
  12. Labor and services ordered on behalf of exhibitors by display builders or other parties must be so authorized in a letter from exhibitors. Payment for all labor and services will be the responsibility of the exhibitor.
  13. Freight handling charges are the responsibility of the exhibitor to whom shipments have been consigned. Also, charges for loading out freight shipments are the responsibility of the exhibitor from whose booth shipments are made. Exhibitors may not assign this responsibility to suppliers or customers.
- The exhibitor agrees, in the event of a dispute with Brede Exposition Services relative to any loss or damage to any of their materials or equipment that they will not withhold payment of any amount due to Brede Exposition Services for Drayage or any other services provided by Brede Exposition Services as an offset against the amount of the alleged loss or damage. Instead, they agree to pay Brede Exposition Services at the close of the show for all such charges, and they further agree that any claim they may have against Brede Exposition Services shall be pursued independently by them as a completely separate transaction to be resolved on its own merits.
14. Service charge of 1-1/2% per month on any unpaid balance will be made starting 30 days after date of invoice.
  15. Where an exhibitor indicates choice of carrier for pickup it is the exhibitor's responsibility to arrange with such carrier for said pickup service. If the carrier does not pick up within the time limited for the removal of exhibitor's materials at the Exhibit Hall, we reserve the right to forward such material by the shipping method of our choice or to remove said material to our warehouse for disposition, at an additional charge to the exhibitor in accordance with prevailing rates for the service performed.
  16. Material left behind without orders placed at the Drayage Service Desk may be classified as abandoned. The Drayage Contractor shall not be responsible for same. We are not responsible for any delay of rush shipments. We will expedite such rush shipments to the best of our ability, but will not assume any financial responsibility for shipments which do not arrive at their destination at a dated time.
  17. **EXHIBITORS ARE URGED TO CARRY ALL-RISK INSURANCE** covering your materials against damage, loss and all other hazards from the time shipments are made prior to the show until shipments are received back after the show. This can generally be done by adding "riders" to existing insurance policies, often at no additional cost. It is understood that Brede Exposition Services is not an insurer, that insurance, if any, shall be obtained by the exhibitor and the amounts payable to Brede Exposition Services hereunder are based on the value of the material handling services and the scope of Brede Exposition Services liability as set forth above.