

# audieexpo

## Shipping Information



## WAREHOUSE AND SHOW SITE SHIPPING ADDRESSES

### Advance Shipments to Warehouse

#### Address

To: (exhibiting company name and booth #)

For: Sea-Air-Space 2024

c/o: Audie Expo  
ABF  
6720 Washington Blvd  
Elkridge, MD 21075

#### Information

Audie Expo will accept crated, boxed or skidded materials beginning Monday, March 4, 2024 at the above address.

Shipments arriving after Friday, March 22, 2024 will be received at the warehouse with an additional charge of 25%.

Warehouse materials are accepted at the warehouse Monday through Friday between the hours of 9:00 a.m. - 4:00 p.m.

### Direct Shipments to Show Site

#### Address

To: (exhibiting company name and booth #)

For: Sea-Air-Space 2024

c/o: Audie Expo  
Gaylord National Resort & Convention Center  
701 Waterfront Street  
National Harbor, MD 20745

#### Information

Audie Expo will receive shipments at the exhibit facility beginning on Friday, April 5, 2024 at 8:00 a.m.

Shipments arriving before this date may be refused by the facility.

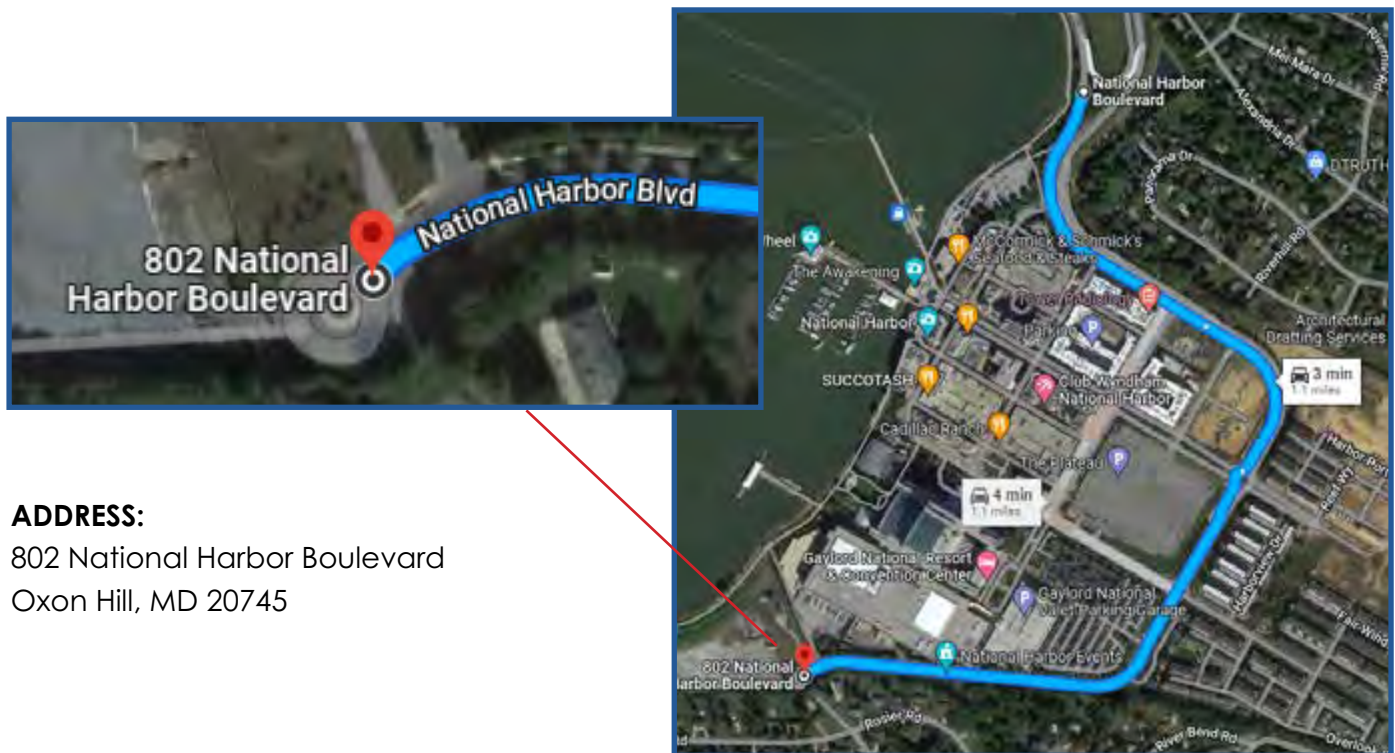
Any charges incurred for early freight accepted by the facility will be the responsibility of the exhibitor.

Any shipment arriving before 8:00 a.m. on Friday, April 5, 2024 or after 5:00 p.m. on Sunday, April 7, 2024 will be charged an additional 25%. **Please see the targeted move-in schedule for assigned move-in date.**

Please note: All items and materials that must be brought into the facility will be subject to material handling charges and are the responsibility of the exhibitor. This also applies to items not ordered through the official show vendors. In addition, any shipments sent directly to the facility prior to Friday, April 5, 2024 at 8:00 a.m. that are received will incur receiving and handling charges from both the facility and Audie Expo. Audie Expo reserves the right to receive all advance shipments received and stored by the facility that resemble trade show materials regardless if they are addressed to a particular guest. By signing the credit card authorization form, you agree to the above terms and conditions.

<b>Move-In:</b>	Thursday, April 4, 2024	5:00 p.m. - 9:00 p.m.
	Friday, April 5, 2024	8:00 a.m. - 6:00 p.m.
	Saturday, April 6, 2024	8:00 a.m. - 6:00 p.m.
	Sunday, April 7, 2024	8:00 a.m. - 6:00 p.m.

**Move-Out:** Wednesday, April 10, 2024 12:00 p.m. - 10:00 p.m.  
Thursday, April 11, 2024 7:00 a.m. - 9:00 a.m.



802 National Harbor Boulevard  
Oxon Hill, MD 20745

- Take National Harbor Blvd. exit.
- Follow signs for National Harbor /Gaylord Convention Center / Waterfront and merge onto National Harbor Blvd.
- Keep left to stay on National Harbor Blvd.
- At the traffic circle, take 2nd exit to stay on National Harbor Blvd.
- At the rear of the Gaylord Convention Center, continue past the docks and around the next traffic circle.
- Look for signs for the Marshalling Yard.

## INBOUND SHIPPING

### PICK-UP INFORMATION

Requested Pick-up Date/Time: \_\_\_\_\_

Shipper / Exhibitor Name: \_\_\_\_\_

Shipper Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### SHIPPING INFORMATION

#### Items To Be Shipped

#### Estimated Weight

_____ Crates (wooden)	_____
_____ Cartons (cardboard)	_____
_____ Cases / Trunks (fiber)	_____
_____ Skids / pallets	_____
_____ Carpet	_____
_____ Other	_____
_____ TOTAL	_____

Size of largest piece: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (L) \_\_\_\_\_

NOTE: Shipments will be weighed and measured prior to delivery.

### METHOD OF SHIPMENT

#### PLEASE CHECK DESIRED METHOD OF SHIPMENT BELOW

AUDIE SHIPPING SERVICES

OTHER COMMON CARRIER \_\_\_\_\_

OTHER VAN LINE \_\_\_\_\_

OTHER AIR FREIGHT \_\_\_\_\_

CARRIER PHONE # \_\_\_\_\_

Expedited

Deferred: Delivery within 3-4 business days

Standard Ground

Specialized: Pad wrapped, uncrated, or truckload

### DESTINATION

#### ADVANCE WAREHOUSE

I am shipping to WAREHOUSE

**Sea-Air-Space 2024**

Exhibiting Company/Booth #

c/o Audie Expo

ABF

6720 Washington Blvd.

Elkridge, MD 21075

Shipments arriving after March 22, 2024 will receive a late to warehouse fee.  
Must arrive by March 29, 2024.

#### SHOW SITE

I am shipping to SHOW SITE

**Sea-Air-Space 2024**

Exhibiting Company/Booth #

c/o Audie Expo

Gaylord National Resort and Convention Center

701 Waterfront Street

National Harbor, MD 20745

# ADVANCE SHIPMENT

ACCEPTED FROM MONDAY, MARCH 4, 2024 TO FRIDAY, MARCH 29, 2024  
(Shipments received after March 22 will be charged an additional 25%)

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

ABF

6720 Washington Blvd.

Elkridge, MD 21075

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

# ADVANCE SHIPMENT

ACCEPTED FROM MONDAY, MARCH 4, 2024 TO FRIDAY, MARCH 29, 2024  
(Shipments received after March 22 will be charged an additional 25%)

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

ABF

6720 Washington Blvd.

Elkridge, MD 21075

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

These labels are provided for your convenience, please affix to each piece shipped to ensure proper delivery.

# DIRECT SHIPMENT

ACCEPTED BEGINNING FRIDAY, APRIL 5, 2024 TO SUNDAY, APRIL 7, 2024

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

Gaylord National Resort & Convention Center  
701 Waterfront Street  
National Harbor, MD 20745

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

# DIRECT SHIPMENT

ACCEPTED BEGINNING FRIDAY, APRIL 5, 2024 TO SUNDAY, APRIL 7, 2024

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

Gaylord National Resort & Convention Center  
701 Waterfront Street  
National Harbor, MD 20745

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

These labels are provided for your convenience, please affix to each piece shipped to ensure proper delivery.

# HANGING SIGN ADVANCE SHIPMENT

ACCEPTED FROM MONDAY, MARCH 4, 2024 TO FRIDAY, MARCH 29, 2024  
(Shipments received after March 22 will be charged an additional 25%)

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

ABF

6720 Washington Blvd.

Elkridge, MD 21075

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

# HANGING SIGN ADVANCE SHIPMENT

ACCEPTED FROM MONDAY, MARCH 4, 2024 TO FRIDAY, MARCH 29, 2024  
(Shipments received after March 22 will be charged an additional 25%)

To: \_\_\_\_\_  
Exhibitor Name

c/o: Audie Expo

ABF

6720 Washington Blvd.

Elkridge, MD 21075

audieexpo

Event: **SEA-AIR-SPACE 2024**

Booth #: \_\_\_\_\_

Piece #: \_\_\_\_\_ of: \_\_\_\_\_ pieces

These labels are provided for your convenience, please affix to each piece shipped to ensure proper delivery.



## OUTBOUND SHIPPING

### SHIPPING INFORMATION

**FROM:** Shipping/Exhibitor Name

Billing Address

City State Zip Country

Company Name

**SHIP TO:** Delivery Address

City State Zip Country

Telephone (      ) Attn:

Special Instructions

**NUMBER OF SHIPPING LABELS NEEDED:** \_\_\_\_\_

### METHOD OF SHIPMENT

#### PLEASE CHECK DESIRED METHOD OF SHIPMENT BELOW

AUDIE SHIPPING SERVICES

OTHER COMMON CARRIER \_\_\_\_\_

OTHER VAN LINE \_\_\_\_\_

OTHER AIR FREIGHT \_\_\_\_\_

CARRIER PHONE # \_\_\_\_\_

Expedited

Deferred: Delivery within 3-4 business days

Standard Ground

Specialized: Pad wrapped, uncrated, or truckload

### MATERIAL HANDLING AGREEMENT

Every outbound shipment will require a material handling agreement and labels. We would be happy to prepare these for you in advance and will deliver them to your booth at show site to review and sign. To take advantage of this service, please complete and return this form.

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

Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center.

#### SHIPMENTS WITHOUT PAPERWORK TURNED IN WILL BE RETURNED TO OUR WAREHOUSE AT EXHIBITOR'S EXPENSE.

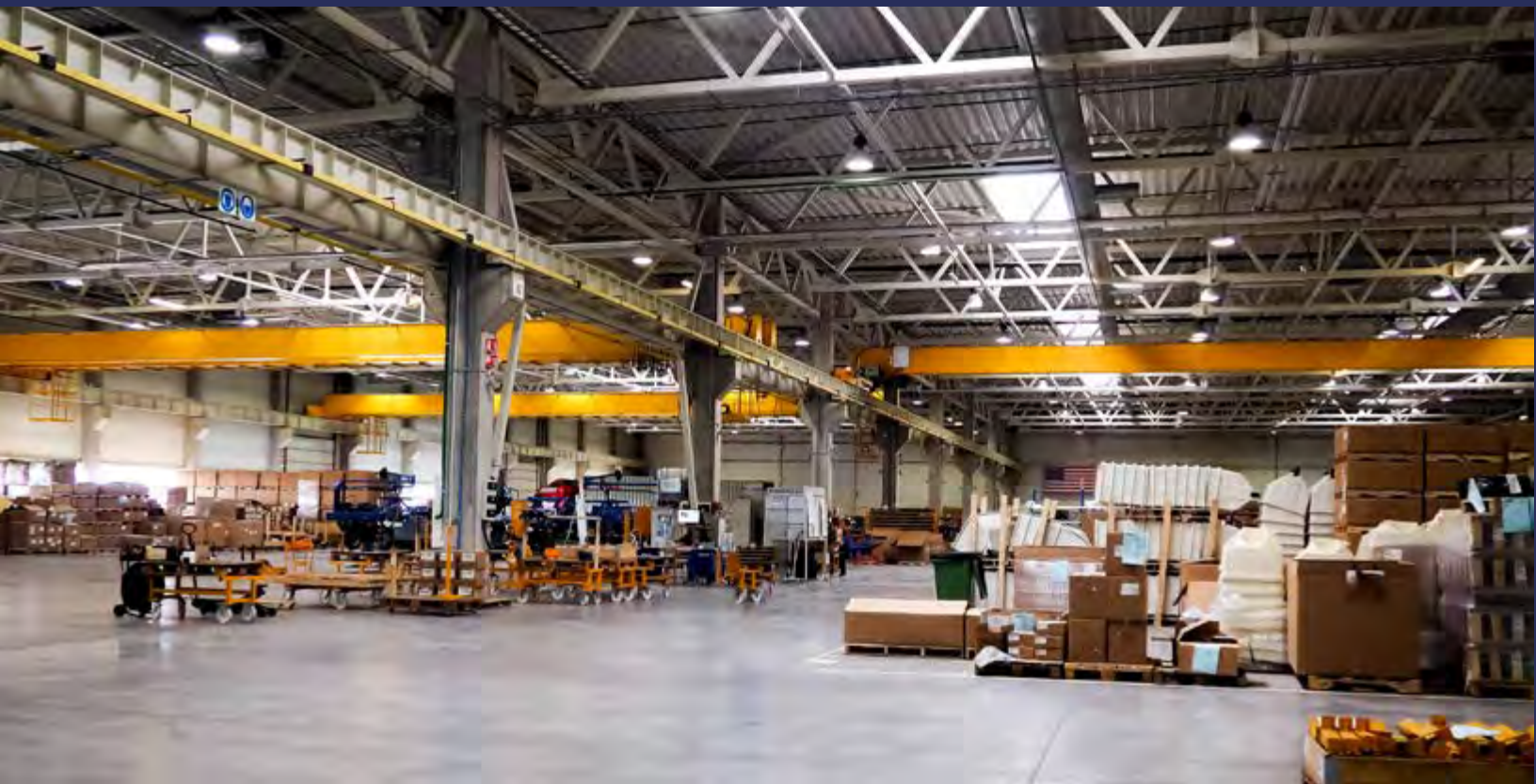
Audie Expo will make arrangements for all Audie Shipping Services shipments. Arrangements for pick-up by other carriers is the responsibility of the exhibitor. During exhibitor move-out, when time permits, Audie Expo will attempt a courtesy phone call to your carrier to confirm the scheduled pick-up.

Company Name Booth #



# audieexpo

## Material Handling



## MATERIAL HANDLING

Material handling rates include receiving the shipment at the Audie Expo Advance Receiving Warehouse and/or the Event Facility, delivery to the booth, storage of empty containers, return of outbound shipments to loading dock and reloading onto your carrier. Rates are based on straight time move in and move out.

### RATE CLASSIFICATIONS

**Crated/Skidded:** Material that is skidded or in any type of shipping container that can be unloaded at the dock with no additional handling required.

**Uncrated:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks. The Advance Warehouse is not able to accept loose/unpackaged pieces; shipping crates, fibers, cartons and pallets are acceptable.

**Small Package:** A shipment of any number of pieces with a combined weight of 1-50 lbs that is received on the same day,

### ADDITIONAL FEES MAY BE APPLICABLE

**Late to Warehouse Fee:** Shipments arriving after Friday, March 22, 2024 will be charged an additional 25%.

**Off Target Fee:** If your event has a targeted move in, you must schedule your delivery within your target time. If your freight is received Off Target, there will be an additional fee of 25% of your Material Handling costs for that shipment.

**Shipments Returned to Warehouse:** Shipments returned to the warehouse at close of the show will be charged an additional \$0.50 per pound (1,000 pound minimum) and must be picked up within 72 hours to avoid storage charges.

### OUTBOUND SHIPPING

- A Material Handling form **MUST** be filled out for any shipment leaving the Expo Hall. These forms can be picked up at the Audie Expo Service Desk. All accounts must be settled prior to requesting this form.
- Once you have filled out the Material Handling form and ALL of your booth materials are packed, labeled, and ready for shipping, please return the completed form to the Audie Expo Service Desk.

**DO NOT LEAVE THE MATERIAL HANDLING FORM IN YOUR BOOTH SPACE.**

**Carrier Check In:** All carriers must be checked in no later than Thursday, April 11, 2024 by 9:00 a.m. (Prince George's Exhibit Hall and Terrace) and Wednesday, April 10, 2024 by 10:00 a.m. (Maryland Ballroom). If prior arrangements have not been made, the official show carrier will be on-site to coordinate or re-route shipments.

**UPS or Federal Express:** To use these carriers, you **MUST** have their shipping labels for each piece, schedule your pick up, and a completed material handling form. Without these, your freight will **NOT** be picked up by either. If there is a Business Center on the property, it is recommended that you bring your items there.

**PLEASE NOTE:** There may be an additional fee from the facility for this service.

## MATERIAL HANDLING: CONTINUED

### ADVANCE AND DIRECT SHIPMENTS

Advance Shipments will be received at the Advance Warehouse Monday, March 4, 2024 through Friday, March 29, 2024. Shipments arriving after Friday, March 22, 2024 will receive a late to warehouse fee. Direct Shipments will be received at the showsite Friday, April 5, 2024 through Sunday, April 7, 2024 between the hours of 8:00 a.m. - 5:00 p.m. (See targeted move in-schedule for assigned move-in date).

#### Material Handling - Crated / Uncrated Shipments

Shipment arriving during listed receiving hours..... \$ 1.77 / lb x \_\_\_\_\_ = \$ \_\_\_\_\_

<b>SHIPMENT WEIGHT</b>	<b>TOTAL COST ESTIMATE</b>
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#### Material Handling - Small Package Shipment

Complete shipments weighing 50lbs or less..... \$ 80.00 ea x \_\_\_\_\_ = \$ \_\_\_\_\_

<b>QUANTITY</b>	<b>TOTAL COST ESTIMATE</b>
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Shipments arriving outside of the above metioned listed dates/ times will be recieved at the Off Target / Late to Warehouse rates below:

#### Material Handling - Off Target / Late to Warehouse

Shipments arriving outside of listed recieving hours / dates..... \$2.21 / lb x \_\_\_\_\_ = \$ \_\_\_\_\_

<b>SHIPMENT WEIGHT</b>	<b>TOTAL COST ESTIMATE</b>
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### Additional Surcharges

Shipments returned to the warehouse at close of the show will be charged an additional \$0.50 per pound (1,000 pound minimum) and must be picked up within 72 hours to avoid storage charges.

Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

## MOBILE UNIT & VEHICLE SPOTTING

Exhibitors or agents with mobile units or vehicles will require guidance to their respective booths. This guidance is required and provided by Audie Expo to prevent damage that may occur to exhibitors, the property of others, or when necessary to move crates that may be in the aisles.

Mobile units are defined as a piece of equipment than can be pushed or towed to the booth on wheels.

Vehicles are defined as an automobile, trailer, tractor, crane, etc. arriving at the exhibit hall that can be driven to the booth location under its own power. Exhibitors may drive their vehicles into and out of the exhibit areas or have Audie Expo supply an operator when available.

Each vehicle shall comply with the following:

1. Batteries should be disconnected in an approved manner.
2. Vehicles shall not be fueled or refueled within the building. Fuel in the tank shall not exceed 1/4 of the tank capacity or 5 gallons, whichever is less.
3. Fuel tank openings shall be locked and sealed to prevent escape of vapors.
4. No leaks underneath vehicles.
5. At least 36" clear access or aisles must be maintained around the vehicle.
6. Vehicles must be a minimum of 20 feet from exit of door or exit pathway.

### Spotting Fees:

Mobile Units*	\$ 493.00 per unit
Vehicles	\$ 493.00 per unit
Helicopters	\$ 880.35 per unit
Airplanes	\$1,756.35 per unit
Trailers	\$1,756.35 per unit

\* Note: If a forklift is utilized to tow a mobile unit or vehicle to the booth, a one hour forklift/operator charge will be assessed in addition to the spotting fee. If rigging labor is utilized to push the equipment to the booth, a one hour rigging labor charge will be assessed in addition to the spotting fee. Please refer to the Forklift & Rigging Labor Order Form for rates.

Number of Units: \_\_\_\_\_ Type: \_\_\_\_\_

Dimensions of Largest Unit: Height \_\_\_\_\_ Width \_\_\_\_\_ Length \_\_\_\_\_ Weight \_\_\_\_\_

Will you require a crane or forklift? \_\_\_\_\_

Comments / Specail Hanging Requirements:

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## CART SERVICE

### SPECIAL FREIGHT SERVICES – SMALL PASSENGER VEHICLES ONLY. MAXIMUM WEIGHT 200

To facilitate the move-in and move-out for exhibitors with small exhibit material shipments, Audie Expo is pleased to provide Cartload Service. This service will be available during move-in and move-out.

- Cartload Service is designed for use by privately owned vehicles (POV's). A POV is a vehicle that is primarily designed to transport passengers, not cargo or freight. Examples include cars, small vans, and taxis. Bobtail trucks, Box trucks and Pickup trucks pulling trailers are not considered POV's and not eligible for Cartload Service.

- Each Cartload will handle (8) pieces or less, weighing less than 200 lbs. total. Each exhibitor will be provided (1) laborer with (1) pushcart.

- Each exhibitor will be allowed a maximum of (2) trips from their vehicle to their booth for move-in and (2) return trips from their booth to a dock space.

- Audie Expo personnel will direct all vehicles. The cart is not authorized to enter or go to any parking structure. There must be two (2) people with your vehicle; one person to go with your product to the booth space and one person to remove your vehicle from the unloading area to the parking area once Cartload Service is complete.

- Material handling charges and processes will apply to any loads greater than the limits listed above and/or any vehicles that are deemed by Audie Expo not to be a POV.



#### VEHICLES THAT QUALIFY:



PICK-UP

SEDAN

SUV

VAN

#### VEHICLES THAT **DO NOT** QUALIFY:



STAKEBED

BOBTAIL

RENTAL

COMMERCIAL VAN

TRAILER

Cart Service	Anticipated nuber of trips (2) maximum each way		Price per trip (each way)		Extended Price
Inbound	_____	x	\$172.85	=	\$ _____
Outbound	_____	x	\$172.85	=	\$ _____

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Booth #: \_\_\_\_\_

**Total Cart Fee Estimate** \$ \_\_\_\_\_



## MATERIAL HANDLING LIMITS OF LIABILITY

### ACCEPTANCE OF TERMS

It is understood that acceptance of the following terms and conditions will be construed when any of the following conditions are met:

- The Material Handling Form is sent in; or
- Exhibitors Materials are delivered to either the AUDIE EXPO warehouse or show site for which AUDIE EXPO is the Official General Contractor for the event (This includes shipments signed for and/or received by the exhibit facility) or
- When the Inbound and/or Outbound Shipping form is sent in

### AUDIE EXPO'S RESPONSIBILITIES

For purposes of this contract, AUDIE EXPO means their employees, officers, directors, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors AUDIE EXPO may appoint. AUDIE EXPO shall be responsible only for those services which it directly provides. AUDIE EXPO assumes no responsibility for any persons, parties or other contracting firms not under AUDIE EXPO'S direct supervision and control. AUDIE EXPO will provide material handling services as the EXHIBITORS agent, not as bailee or shipper, and shall have no responsibility or obligation thereunder and EXHIBITOR accepts responsibility thereof. The responsibility of AUDIE EXPO with respect to the goods stored hereunder shall be limited to the exercise of ordinary care and diligence by its officers and employees in receiving, handling, keeping and delivering the same. AUDIE EXPO shall not be liable for loss or damage by natural elements, fire, heat, frost, damp, dust, moths, rust, leakage, deterioration, acts of God, vandalism, theft, civil disturbance, power failure, acts of terrorism or war, labor disputes, lockouts or work stoppages of any kind nor for other causes beyond AUDIE EXPO'S reasonable control.

### CLAIMS FOR LOSS

It is understood that AUDIE EXPO and its subcontractors are not insurers. The exhibitor is responsible for obtaining the proper insurance to cover their property. AUDIE EXPO does not provide for full liability should loss or damage occur. AUDIE EXPO'S liability shall be limited to the physical loss or damage to the specific article, which is lost or damaged. EXHIBITOR agrees that in order to have a valid claim, notice of loss or damage to materials must be given to AUDIE EXPO or its agent within 24 hours of occurrence of the incident or prior to show close/removal, whichever is later. All claims, must be submitted in writing within (30) days of the close of the show and include facts sufficient to identify the materials, asserting liability for alleged loss or damage and documentation of a specified or determinable amount of money. All claims reported after (30) days will be rejected. In no event shall suit or action be brought against AUDIE EXPO more than (1) year after the date of loss or damage occurred. Damage reports, incident reports, inspection reports, notations of shortages or damage on freight bills or other documents do not constitute filing of a claim. (a) PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between EXHIBITOR and AUDIE EXPO relative to any loss, damage or claim, EXHIBITOR shall not be entitled to and shall not withhold payment or any partial payment due AUDIE EXPO for its services as an offset against the amount of any alleged loss or damage. Any claims against AUDIE EXPO shall be considered separate transactions and shall be resolved on their own merits. (b) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY. AUDIE EXPO'S liability shall be limited to any loss or damage which results solely from AUDIE EXPO'S gross negligence in the actual physical handling of the items compromising the 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 AUDIE EXPO be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, consequential or punitive damages. Whether such damages occur either prior or subsequent to, or are alleged as a result of, tortuous conduct, failure of the equipment or services of AUDIE EXPO 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 AUDIE EXPO 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, interruption of business or other consequential or indirect economic issues. Provisions of this paragraph shall apply if loss or damage, regardless of cause or origin, results directly or indirectly to property through performance or nonperformance of obligations imposed by the offering of services to Exhibitors, or from negligence, active or otherwise, by AUDIE EXPO, its subcontractor or employees. This applies while these goods are in AUDIE EXPO'S warehouse, in vehicles for delivery or at show site. 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 "Exposition Floaters" to existing insurance policies. It is understood that AUDIE EXPO is not an insurer. That insurance, if any, shall be obtained by the exhibitor and the amounts payable by AUDIE EXPO hereunder are based on the value of the material handling services and the scope of AUDIE EXPO liability as set forth above. (c) MAXIMUM RECOVERY. If found liable for any loss, AUDIE EXPO'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to \$.10 (USD) per pound per article with a maximum liability of \$50.00 (USD) per item, or \$1,000 (USD) per shipment, whichever is less, as agreed upon damages and exclusive remedy.

## MATERIAL HANDLING LIMITS OF LIABILITY: CONTINUED

### INBOUND SHIPMENTS

Consistent with trade show industry practices, there may be a lapse of time between delivery of shipments to the booth and the arrival of EXHIBITOR or its representatives, and during such time the material will be left unattended. AUDIE EXPO 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 show site. We suggest exhibitors arrange for security services for their booth. AUDIE EXPO shall not be liable for shipments received without individual freight bills, such as UPS, FedEx or other carriers who deliver in bulk and do not wait for shipment count and condition to be verified for individual shipments. Such shipments will be subject to verification and correction of count and condition and AUDIE EXPO'S receiving paperwork indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

### SHIPMENT WEIGHTS

Certified weight tickets are required for all inbound shipments. In the event that a certified weight ticket is not provided, Audie Expo, reserves the right to re-weigh any and all shipments, and will bill the EXHIBITOR based on the new weight, as determined by Audie Expo. Any disputes regarding a shipment's weight must be made at the Audie Expo Service Desk before the close of the show. EXHIBITOR agrees that weights not disputed before the close of the show are bound and final. EXHIBITOR is responsible for payment of charges associated with reweighed freight. Exhibitor agrees to pay any and all fees associated with reweighed freight, including, but not limited to, special handling charges.

### PACKING AND CRATES

AUDIE EXPO 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 materials. Additionally, AUDIE EXPO shall not be responsible for crates and packing that are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be designed to adequately protect contents for handling by forklifts and similar means

### EQUIPMENT REQUIRING SPECIAL EQUIPMENT

Fourteen days advance notice must be provided to AUDIE EXPO by the exhibitor in order to obtain special devices to properly load, place or reload equipment requiring such care. AUDIE EXPO will not be liable for any damage incurred during the handling of equipment requiring special devices if this advance notice has not been received by AUDIE EXPO.

### STORAGE

AUDIE EXPO assumes no liability for loss or damage to crates or containers or the contents therein while containers are in storage.

- Empty Storage – Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of the EXHIBITOR or its representatives. All previous labels should be removed or obliterated. AUDIE EXPO assumes no responsibility for EXHIBITOR'S failure to follow the above procedures; removal of containers with old empty labels or without AUDIE EXPO labels; shipping of containers with improper information or empty labels; or the removal or disposition of materials stored in containers with empty labels. It is understood that the labels are used for storage of EMPTY containers only and AUDIE EXPO shall not be liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers. Empty containers will not be accessible to the EXHIBITOR until the end of the show.
- Accessible Storage - AUDIE EXPO shall have no liability for loss or damage to EXHIBITOR'S materials while in accessible storage. It is understood that storage charges are for the use of space and are not a form of insurance or a guarantee of security.
- Cold Storage – Goods requiring cold storage are stored at EXHIBITOR'S own risk. AUDIE EXPO shall not be liable or responsible for items in cold storage.



## **MATERIAL HANDLING LIMITS OF LIABILITY: CONTINUED**

### **OUTBOUND SHIPMENTS**

Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier, and during such time the material will be left unattended. AUDIE EXPO will not be responsible or liable for loading onto a carrier, and during such time the materials before same have been picked up for reloading at the conclusion of the event. AUDIE EXPO suggests EXHIBITORS arrange for security services for their booth. All Material Handling Forms submitted to AUDIE EXPO by EXHIBITOR will be checked at the time of pick-up from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to AUDIE EXPO and the actual count of such items at the booth at the time of pick up. Where an exhibitor indicates choice of carrier for pickup, it is the EXHIBITOR'S responsibility to arrange with such carrier for said pickup service. In order to expedite removal of freight from the show site, AUDIE EXPO shall have the authority to change designated carriers, if such carriers do not pick up on time or refuse to accept shipments. Exhibits not removed from the show on removal day and on which we have no shipping information may be subject to disposal without liability or returned to our warehouse at an additional charge to await disposition. AUDIE EXPO assumes no liability as a result of such rerouting or handling.

### **DELIVERY TO THE CARRIER FOR RELOADING**

AUDIE EXPO 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.

AUDIE EXPO loads 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. AUDIE EXPO assumes no responsibility or liability for loss, damage, theft or disappearance of EXHIBITOR'S materials that is caused by, arises out of or related to improperly loaded materials.

### **CLASSIFYING SHIPMENTS**

AUDIE EXPO cannot be responsible for classifying shipments. After shipments are tendered to a carrier for shipment, AUDIE EXPO cannot be responsible for delivery time or damage or loss to property.

### **REROUTED FREIGHT**

In order to expedite removal of materials from show site as required by show management and/or the facility, AUDIE EXPO shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick-up the shipment 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/or consigned to carrier of AUDIE EXPO'S choice and EXHIBITOR AGREES TO BE RESPONSIBLE FOR CHARGES RELATING TO SUCH REROUTING AND HANDLING. In no event shall AUDIE EXPO be responsible for any loss resulting from such rerouting designation.

### **DECLARED VALUE**

Declarations of declared value are between the EXHIBITOR and the selected carrier ONLY and are in no way an extension of AUDIE EXPO'S maximum liability stated herein. AUDIE EXPO will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier; however, AUDIE EXPO will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carriers, nor for the failure of the carrier to uphold the declared value or any other term of carriage.

## MATERIAL HANDLING LIMITS OF LIABILITY: CONTINUED

### JURISDICTION

This contract shall be construed under the laws of the United States [including adopted international conventions] and the State of Florida without giving effect to the states conflict of laws rules. AUDIE EXPO and the EXHIBITOR 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 Orlando, Florida, and the rules of the American 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 of competent jurisdiction in Orange County, Florida.

### INDEMNIFICATION

EXHIBITOR agrees to indemnify, defend and forever hold harmless AUDIE EXPO and its 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 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 by any of the following: EXHIBITOR'S negligent supervision of any labor secured through AUDIE EXPO or the negligent supervision of such labor by any of the EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any EAC.

- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of the EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any 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 AUDIE EXPO'S equipment.
- EXHIBITOR'S violation of federal, state, county or local ordinances
- EXHIBITOR'S violation of show regulation and/or rules as published and set forth by the facility and/or show management.
- WAIVER AND RELEASE. EXHIBITOR, as a material part of the consideration to AUDIE EXPO for material handling services, waives and releases all claims against AUDIE EXPO with respect to all matters for which AUDIE EXPO disclaimed liability pursuant to the provisions of this Agreement.

## 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 Audie Shipping Services. 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 Audie Expo.

1. **DEFINITIONS.** In this Contract, "Audie Expo" means Audie Expo Services, Inc. and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Audie Expo. The term "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 the Shipper, excluding only Audie Expo. "Property" is all objects of any type received from the Shipper for transport by Audie Expo as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered.

2. **FINAL CONTRACT BETWEEN THE PARTIES.** In exchange for Shippers payments and Audie Expos services, which the parties have specified in this Contract, Audie Expo and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shippers property. This Contract shall take effect when the property first comes into the physical possession of Audie Expo for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Audie Expo under same shall end when the property has been placed in the possession of the Consignee or the Consignees 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. **Audie Expo's RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.** Audie Expo shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Audie Expo. Audie Expo 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 on 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 Audie Expo. Audie Expo shall not be liable for 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 Audie Expo. Audie Expo shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

4. **PACKAGING AND CRATES.** Shippers property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Audie Expo makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Audie Expo 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 labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and 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 National Motor Freight Traffic Association.

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 Audie Expo and before the trailer is received by Audie Expo. Audie Expo 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 Audie Expo. When a loaded trailer is received, Audie Expo will verify that the thermostatic controls are set to maintain trailer temperature as requested. Audie Expo 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 Audie Expo. 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 the Consignee refuses a shipment tendered for delivery or if Audie Expo is unable to deliver a shipment because of fault or mistake of Audie Expo, Audie Expos liability shall then become that of a warehouseman.

(a) Audie Expo shall promptly attempt to provide notice, by telephonic, 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 Audie Expos option, in any location that provides reasonable protection against loss or damage. Audie Expo may place the shipment in public storage at the owners expense and without liability to Audie Expo.

(c) If Audie Expo does not receive disposition instructions within 48 hours of the time of Audie Expos attempted first notification, Audie Expo will attempt to issue a second and final confirmed notification. Such notice shall advise that if Audie Expo does not receive disposition instructions within 10 days of that notification, Audie Expo may offer the shipment for sale at a public auction and Audie Expo has the right to offer the shipment for sale. The amount of sale will be applied to Audie Expos 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 Audie Expo has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Audie Expo, 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, Audie Expo may dispose of property to the best advantage. When Audie Expo 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, Audie Expo's liability for the shipment shall terminate after unloading or delivery.

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

## MOTOR CARGO: CONTINUED

8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES. Shipper understands that even if Shippers property is lost, stolen, or damaged, Audie Expo does not pay replacement or restoration cost of any property. Audie Expo's MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE 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 \$25.00 (USD) 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 pound for applying declared valuation charges shall be determined by dividing Shippers 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 \$500.00 (USD): (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur trimmed clothing; (c) Personal effects, including without limitation, papers and documents; or (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value. Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Audie Expo 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) Audie Expo's MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$5,000 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, Audie Expo shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or 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, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (C) EVEN THOUGH Audie Expo 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 Audie Expo 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 Audie Expo unless Shippers account is current. (b) Shipper understands and acknowledges that Audie Expo 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 persons, 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 Audie Expo, its 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, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shippers negligence, willful misconduct, or deliberate act; Shippers violation of Federal, State, County or Local ordinances; Shippers violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shippers failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Audie Expo.

10. CLAIMS. Claims must be filed in writing within six (6) 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 six (6) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Audie Expo no later than two (2) years and one (1) day from the day when written notice is given by Audie Expo to the claimant that Audie Expo 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, U.S. mail, courier, facsimile, or electronic means to Audie Expo Services, Inc., 7512 Dr. Phillips Blvd, suite 50-940, Orlando, FL 32819, 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 Consignees agent without notice of loss or damage to property being served on Audie Expo within 15 calendar days of the receipt of the property, it is agreed between Audie Expo and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Claims filed more than six (6) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

11. CHOICE OF FORUM / ARBITRATION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN ORANGE COUNTY, FLORIDA. 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 American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment 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 Audie Expo 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 Audie Expo 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-weighed weight of the shipment.

13. SMALL PACKAGE PROGRAM. If items shipped via Audie Expo's Small Packages program are lost, damaged or destroyed while in Audie Expos possession, Audie Expo'S MAXIMUM LIABILITY SHALL BE \$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 Audie Expo within 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.

## 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 Service Request and Shipping Instruction Contract is NONNEGOTIABLE and has been prepared by Shipper, or if by Audie Expo or another on Shipper's behalf, it shall be deemed, conclusively, to have been prepared by the Shipper. The 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, "Audie Expo" means Audie Expo Services, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Audie Expo. The term "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 the Shipper, excluding only Audie Expo. "Property" is all objects of any type received from the Shipper for transport by Audie Expo as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered.

2. **FINAL CONTRACT BETWEEN THE PARTIES:** In exchange for Shippers payments and Audie Expos services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request and Shipping Instructions), Audie Expo and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shippers property. This Contract shall take effect when the property first comes into the physical possession of Audie Expo, and the responsibility of Audie Expo under same shall end when the property has been placed in the possession of the Consignee or the Consignees 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. **Audie Expo's RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED:** Audie Expo is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Audie Expo shall not be responsible for the performance of individuals of firms who are not under the direct supervision or control of Audie Expo. Audie Expo 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 on 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 Audie Expo. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, Audie Expo DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

4. **PACKAGING AND CRATES:** Shippers 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 ZIP code of the 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. Audie Expo makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Audie Expo 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 labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and 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 National Motor Freight Traffic Association. For shipments of Perishable Commodities, U.S. and Canadian 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. Audie Expo reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities.

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

(a) Audie Expo shall promptly attempt to provide notice, by telephonic, 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.

(b) Storage charges, based on Audie Expos applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Audie Expos option, in any location that provides reasonable protection against loss or damage. Audie Expo may place the shipment in public storage at the owners expense and without liability to Audie Expo.

(c) If Audie Expo does not receive disposition instructions within 48 hours of the time of Audie Expos attempted first notification, Audie Expo will attempt to issue a second and final confirmed notification. Such notice shall advise that if Audie Expo does not receive disposition instructions within 10 days of that notification, Audie Expo may offer the shipment for sale at a public auction and Audie Expo has the right to offer the shipment for sale. The amount of sale will be applied to Audie Expos 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 Audie Expo has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Audie Expo, 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, Audie Expo may dispose of property to the best advantage. Where Audie Expo 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, Audie Expo's liability for the shipment shall terminate after unloading or delivery.

6. **LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES:** Audie Expos LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MIS-DELIVERY, 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 \$50.00 (USD) PER SHIPMENT OR \$.50 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) 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 Audie Expos LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER.



## AIR CARGO: CONTINUED

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, Audie Expos LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) 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 THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 PER POUND (\$20.00 PER KILOGRAM) 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 SHIPPING REQUEST AND SHIPPING INSTRUCTION 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 \$500.00 (USD):

- (a) artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
- (b) clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;
- (c) personal effects;
- (d) 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 the acceptance by Audie Expo 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, Audie Expo shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits 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, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause, and;
- (c) even though Audie Expo may have been advised or be on notice of the possibility or even the probability of such damages. Audie Expo makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for Audie Expos failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Audie Expo will not be liable for mis-delivery, 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), non-delivery, missed pickup, delay on International shipments, loss or damage unless caused by Audie Expo's sole negligence.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION: a) 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 Audie Expo 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 Shippers account is current.

b) Shipper understands and acknowledges that Audie Expo 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.

c) Shipper shall defend and indemnify Audie Expo, its 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, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shippers negligence, willful misconduct, or deliberate act; Shippers violation of Federal, State, County or Local ordinances; Shippers violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shippers failure to comply with (b) of this Agreement regarding the inclusion of any dangerous substances in the property placed with Audie Expo.

8. CLAIMS: Shipper, Consignee, or any other party claiming an interest in the shipment must notify Audie Expo immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within fourteen (14) days of delivery, of any loss or damage to the shipment. Receipt of the shipment by the Consignee or the 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 Audie Expo at 855-283-4339. The shipment, its container(s), and packing material must be made available to Audie Expo for inspection at the delivery location. All shipments are subject to opening for inspection by Audie Expo; however, Audie Expo is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Audie Expo within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by Audie Expo. 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 Audie Expos 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 Audie Expo within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Audie Expo unless (a) 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 Audie Expo unless otherwise required by International, Federal or 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 Audie Expo unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Audie Expo of service of process of the action on Audie Expo. Claims for loss or damage must be delivered to the following address: Audie Expo Services, Inc., 4636 LB McLeod Road, Orlando, FL 32811.

9. CHOICE OF FORUM: THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES [INCLUDING ADOPTED INTERNATIONAL CONVENTIONS] AND THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO THE STATES CONFLICT OF LAWS RULES. Audie Expo 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 ORLANDO, FLORIDA, AND THE RULES OF THE AMERICAN 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 OF COMPETENT JURISDICTION IN ORANGE COUNTY, FLORIDA.

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 Audie Expo 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 Audie Expo to control the handling of the property and all matters related to payment for the shipment.