

# Payment and Credit Card Charge Authorization

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manual.

HPC National Home Performance  
 Sheraton Grand Chicago  
 April 2 - 4, 2019

Form Deadline Date:  
 March 11, 2019

Exhibiting Firm Company Name		Name of Primary Contact	Booth Number
Street Address	City, State, Zip/Country		Primary Contact Phone
Phone	Fax	Name of Secondary Contact (Optional)	
Name of Contact at Booth/Show Site	Phone	Secondary Contact Phone	Email
Please indicate if you will be using a Third Party for billing of services: <input type="checkbox"/> No <input type="checkbox"/> Yes - Please return Third Party Billing Request form		GES invoice Sent to: <input type="checkbox"/> Primary Contact <input type="checkbox"/> Secondary Contact	

## Payment Information

- Please complete the information and return payment in full with this form and your orders. You may choose to pay by credit card, check or bank wire transfer, however, we require your credit card charge authorization to be on file with GES.  
 Only submitting your Credit Card Authorization? Do it online: <http://e.ges.com/071695203/item/2222>
- All balances must be paid at the conclusion of the event. You agree to late fees up to 1.5% per month on any balance not paid at the conclusion of the event, or balance left without appropriate credit card on file.
- For your convenience, we will use this authorization to charge your credit card for any additional amounts ordered by your representative or services rendered to your company for this event.
- GES will charge a convenience fee for each request to reprocess payment to an alternate credit card in order to cover incremental processing costs. An alternate credit card is a credit card different than the one used to process your initial payment in accordance with GES payment policy. The convenience fee will be quoted at the time your request is made to reprocess payment. The convenience fee will be added to your account balance and settled utilizing the new credit card provided.

GES requires the highest standards of integrity from all employees. Please call our confidential Always Honest Hotline at (866) 225-8230 to report fraudulent or unethical behavior.

## Bank ACH/Wire Transfer Payment Information

Beneficiary: c/o Bank of America 901 Main Street, TX1-492-07-14 Dallas, TX 75202-3714 USA Telephone # (702) 263-2795 or (702) 914-5112	GES Account #: 7188101819 Wire ABA Routing #: 026009593 ACH ABA Routing #: 071000039 SWIFT Address: BOFAUS3N CHIPS Address: 0959	If requested, following is the physical address for routing identifiers: Bank of America, Wire Transfer-Customer Services 2000 Clayton Road, Concord, CA 94520 USA
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For ACH/Wire Transfer send the following information to GES via email to Cash Application Team at [cashapplication@ges.com](mailto:cashapplication@ges.com).

- Exhibiting company name, show name, show facility, and booth number
- Date and amount of wire transfer
- Bank and country where transfer originated

## Credit Card Charge Authorization (Required for All Forms of Payment)

All information must be provided. Your order will not be processed if any information is missing. We require your credit card charge authorization to be on file with GES even if you are paying by check or bank wire transfer.

Cardholder Name - Please Print			
Billing Address			
City		State	Zip/Country
Account Number	Expiration Date	<input type="checkbox"/> MasterCard <input type="checkbox"/> Corporate Card <input type="checkbox"/> VISA <input type="checkbox"/> Personal Card <input type="checkbox"/> American Express	
I agree in placing this order that I have accepted GES Payment Policy and GES Terms & Conditions of Contract, including authorization for GES to retain personal information to better serve my need for GES services at future events.			
Please Sign	X	_____	MM/DD/YY
	Cardholder Signature	_____	Check Number
_____	Cardholder Name - Please Print	_____	Check Dated
_____	_____	Total Check Payment  \$ _____ Total Credit Card Payment  \$ _____	\$ _____ \$ _____

## Review and Return

Credit Card Payments Return to Fax: (866) 329-1437 • International Fax: (702) 263-1520  
 Check Payments Return to GES • Bank of America P.O. Box 96174, Chicago, IL 60693

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# Electrical Order Checklist

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manual.

HPC National Home Performance  
 Sheraton Grand Chicago  
 April 2 - 4, 2019

<input type="checkbox"/> Completed Credit Card Authorization Form	Required regardless of other form of payment. To secure discount rates, must be received by Electrical Discount Deadline Date.
<input type="checkbox"/> Completed Electrical Outlet Order Form	Must include complete Credit Card Authorization, Labor Order Form and floor plan to secure discount rates, if applicable. Call Trade Show Electrical (TSE) for assistance.
<input type="checkbox"/> Completed Labor Order Form	Floor Work labor must include complete floor plan. Regular or showsite rates on outlets and labor will be applied based on the date the complete order is received.
<input type="checkbox"/> Complete electrical and overhead lighting layout	A legible, scaled floor plan in CAD or pdf format (diagram must include MDL for power, distribution, orientation and all 1000 Watt overhead focus points).
<input type="checkbox"/> Check rating plates on your equipment	Ensure that you will have the proper power to operate your display.
<input type="checkbox"/> Do you require additional lighting?	We can handle a variety of lighting options to enhance your display.
<input type="checkbox"/> Exhibitor's equipment will be modified to conform to GES' electrical cords and caps and will be billed on a time and material basis.	Exhibitors may pre-wire their equipment to match our receptacles. The following plugs are compatible: <ul style="list-style-type: none"> <li>• 15 amp 120 volt: Standard U-ground cord cap</li> <li>• 30 amp 208 volt 1Ø or 3Ø: Leviton 2811 or Hubbell 2811</li> <li>• 60 amp 208 volt 1Ø or 3Ø: Daniel Woodhead Plug Y560P</li> <li>• 100 amp 208 volt 1Ø or 3Ø: Litton-Veam Plug CIR01GRH</li> </ul>
<input type="checkbox"/> Avoid code violations	Check the electrical code requirements on the Electrical Information form.
<input type="checkbox"/> Helpful Tip	Please have the following available at showsite: a successful fax transmittal and/or copy of email sent showing attachments.
<input type="checkbox"/> Still have questions?	Please do not hesitate to contact us at (800) 475-2098. We're here to help!

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# Electrical Information

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**HPC National Home Performance**  
 Sheraton Grand Chicago  
 April 2 - 4, 2019

## Electrical Code

Electrical requirements for an exhibit at all convention facilities are for the safety of all Exhibitors and are based on national electrical codes and local ordinances.

Too frequently, fires have been traceable to faulty wiring, sometimes because of carelessness and sometimes because of lack of understanding of the risks involved.

In the interest of public safety, exhibits at all convention facilities may be inspected to determine if any violations exist. If they are found, qualified electricians are available to correct the problems. This work will be performed on a time and materials basis. If the Exhibitor does not wish to have the fault corrected, electrical service to the offending booth will not be connected.

If an Exhibitor is not informed or does not understand basic safety standards for electrical wiring, an electrician should be consulted before shipment is made to convention facilities.

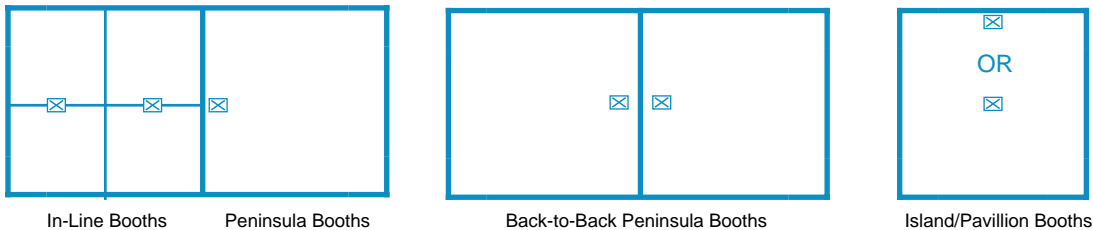
Serious risks are involved which can be eliminated by understanding basic requirements of safe wiring inside your booth. For the safety of you and the public, remember these points:

- All wiring must have a 3-wire grounded cord with a minimum of #14 gauge.
- Spot or flood lighting is a hazard when lamps are too close to fabrics or other material which can be affected by heat.
- The use of clip-on sign sockets, latex, or lamp cord wire in displays, or the use of 2-wire clamp on fixtures, is prohibited by order of fire prevention bureaus at trade shows and conventions.
- Zip cords or two-wire cords are ungrounded and could result in safety hazards. Their use is forbidden in all convention facilities. Please leave all 2-wire cords at home!
- Exhibitor is responsible for providing surge protectors for their Goods. GES is not responsible for loss or damage resulting from power surges. Furthermore, GES' liability for any and all loss or damage is limited to the value of the cost of electrical services provided or depreciated value of Goods, whichever is less.
- GES is not responsible for voltage fluctuation or power failure due to temporary conditions. Exhibitor is responsible for providing surge protectors for their Goods. GES is not responsible for loss or damage resulting from power surges. Furthermore, GES' liability for any and all loss or damage is limited to the value of the cost of electrical services provided or depreciated value of Goods, whichever is less.

If you have any questions, please call us at 312.329.6913

### Where will my outlet be located?

There are four different types of trade show booths: In-Line Booths, Peninsula Booths, Back-to-Back Peninsula Booths, Pavilion Booths, and Island Booths. Each type of booth has its own standard method of installation. In the following diagrams, the symbol represents the approximate location of power outlets. Main drop locations must be indicated on the floor plan as MDL:



One drop will be provided within the booth when power source is in the ceiling or one location on perimeter when power is in the floor.

### In-Line Booths, Peninsula Booths, or Back-to-Back Peninsula Booths:

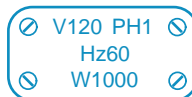
Your pre-ordered electrical outlet will be installed at the rear of your booth, at the drapery line.

### Island or Pavilion Booths:

You need to designate one location for each outlet you order. Multiple outlet locations will be charged on a labor and material basis. For facilities with power originating in the floor, your electrical outlet will be placed at one location at our discretion. All other distribution will be done on a time and material basis. If you fail to provide us with a floor plan, outlet will be placed at one location at our discretion.

### How much power do I need?

Calculate your lighting needs by adding wattage in each location. For other equipment, read the ratings from the metal plates attached to each unit.



120 Volt Single Phase  
 60 Cycle  
 1000 Watts



230 volts  
 30 Amps  
 3 Phase

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# Electrical Outlets and Labor Order Form

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HPC National Home Performance  
 Sheraton Grand Chicago  
 April 2 - 4, 2019

Discount Deadline Date:  
 March 11, 2019

Company Name	Email	Phone Number
Show Site Contact	Show Site Email	Show Site Phone Number



Tips

## Easy Ordering Tips:

- Electrical Labor is required for: all under-carpet distribution of electrical wiring, all facility overhead distribution of electrical wiring, all motor and equipment hook-ups requiring hard wiring connections, installation and/or repair of electrical fixtures and installation of electrical motors and electrical apparatus.
- All outlets over 20 amps and/or with a voltage over 150 volts will require electrical labor. Labor is required to inspect equipment pre-wired to plug into our system. Exhibitors are not permitted to use power unless ordered. Exhibitors found using outlets without an order will be subject to the regular rate for outlets used.
- Straight Time: Monday through Friday from 8:00 AM to 4:30 PM.
- Overtime: All other times Monday through Friday. All day Saturday.
- Double Time: All day Sunday & Holidays.

## Step 1. Order Outlets and Accessories

### 120v Motor and Equipment Outlets

Item Code	Description	Discount (\$)	Regular (\$)	Qty	Tax %	Total
700003	15 Amp/1500 Watts, 1/4 HP 120V	<b>248.25</b>	344.75		9.0	\$
700004	20 Amp/2000 Watts, 1/4 HP 120V	<b>271.50</b>	377.25		9.0	\$

### Electrical Accessories

Item Code	Description	Discount (\$)	Regular (\$)	Qty	Tax %	Total
700130	Extension Cord, 14/3 120V, 15'	<b>30.00</b>	41.50		9.0	\$
700099	Plug Strip, 120 Volt	<b>46.00</b>	63.75		9.0	\$

## Step 2. Order Labor

Item Code	Description	RATE (\$)	# of Electricians	# Hours	Total
705060	Electrical Floor Work, ST	<b>155.00</b>			\$
705060	Electrical Floor Work, OT	<b>229.00</b>			\$
705060	Electrical Floor Work, DT	<b>300.00</b>			\$
705061	Electrical Booth Work, ST	<b>155.00</b>			\$
705061	Electrical Booth Work, OT	<b>229.00</b>			\$
705061	Electrical Booth Work, DT	<b>300.00</b>			\$

Hate math? Let Espresso calculate your rates: <https://e.ges.com/071695203/labor/esm>

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# Electrical Outlets and Labor Order Form

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Discount Deadline Date:  
March 11, 2019

Company Name	Email	Phone Number
Show Site Contact	Show Site Email	Show Site Phone Number

## Step 3. Schedule Electrical Labor

The minimum charge for labor is half (1/2) hour per worker and equipment. Labor thereafter is charged in half (1/2) hour increments per worker and equipment.

Gratuities in any form, including cash, gifts, or labor hours for work not actually performed are prohibited by GES. GES requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior. All rates are subject to change if necessitated by increased labor and material costs.

Please estimate the number of workers and hours per worker needed for installation. Invoice will be calculated according to actual hours worked, relative to the original estimate and based upon the date received. Additional labor required will be calculated and invoiced at the show site rate. Exhibitors requiring electrical installation labor will automatically be charged a dismantle fee. Dismantle labor is charged at 50% of installation labor based on show close/move-out days/time, and does not need to be scheduled. Please take notice - this event moves in and out on overtime, all applicable surcharges will apply.

### Installation

Schedule Dates	Schedule Start Time	Schedule End Time	Schedule Dates	Schedule Start Time	Schedule End Time	Schedule Dates	Schedule Start Time	Schedule End Time
MM/DD/YR	AM PM	AM PM	MM/DD/YR	AM PM	AM PM	MM/DD/YR	AM PM	AM PM
MM/DD/YR	AM PM	AM PM	MM/DD/YR	AM PM	AM PM	MM/DD/YR	AM PM	AM PM

**Total and Sign:** Return to Fax: (866) 329-1437 • International Fax: (702) 263-1520

**Please Sign**  X

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name - Please Print

\_\_\_\_\_  
Date

I agree in placing this order that I have accepted GES Payment Policy and GES Terms & Conditions of Contract, including authorization for GES to retain personal information to better serve my need for GES services at future events.

**Total Payment Enclosed**

By signing and delivering the Electrical Outlets and Labor Order Form to GES Electrical, customer agrees to all terms and conditions printed on this form along with information provided on the Frequently Asked Questions and Safety and Regulations Form.

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# GES Payment Policy

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HPC National Home Performance  
Sheraton Grand Chicago  
April 2 - 4, 2019

## Payment for Services

GES requires payment in full at the time services are ordered. Further, GES requires that you provide a credit card authorization with your initial order. For your convenience, we will use this authorization to charge your account for services, which may include labor, material handling, or any applicable fuel or energy surcharges.

## Discount Prices

To qualify for discount pricing, orders must be received with payment on or before the discount price deadline(s).

## Method of Payment

GES accepts MasterCard, Visa, American Express, check and bank ACH/Wire transfer. Payments at show site must be made via GES-accepted credit card, check, or wire transfer. GES will not accept cash payments at show site.

Purchase orders are not considered payment. All payments must be made in U.S. funds drawn on a U.S. Bank. Exhibitors will be charged a \$50.00 fee for returned NSF checks.

## Third Party Billing

Each exhibiting firm is ultimately responsible for all charges incurred on its behalf. GES reserves the right to institute collection action against the exhibitor if the authorized third party does not pay. See Third Party Billing Request form.

## Tax Exempt

If you are tax exempt in the state in which you will be exhibiting, you must provide a Sales Tax Exemption Certificate for that state. Please send the above information to the GES office for this show.

Taxes vary by location and will be added to your invoice if you do not submit your tax exempt certificate prior to the deadline.

## Adjustments and Cancellations

No adjustments to invoices will be made after the close of the show.

Please refer to the individual forms for labor and furnishings for cancellation fees. All orders cancelled by the Exhibitor or due to the cancellation of an event or their non-participation may be subject to cancellation fees equal to 50% - 100% of the total order, based upon the status of move-in, work performed and/or GES set-up costs or expenses.

A minimum non-refundable deposit of \$25.00 will be applied towards the invoice, unless there is a cancellation of your order. Additionally, GES retains the right to implement/assess a fuel or energy surcharge on all services as necessary based upon market conditions.

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# GES Terms and Conditions of Contract

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HPC National Home Performance  
 Sheraton Grand Chicago  
 April 2 - 4, 2019

GES Terms & Conditions are subject to change at GES' sole discretion without notice to any parties.

## I. Definitions

**GES:** GES as referenced hereinafter shall include, but is not limited to the following services: electrical (a/k/a TSE/Trade Show Electrical), rigging, material handling, installation and dismantle, and logistics provided by GES personnel to exhibitor pursuant to any purchase of Services. **Agents:** GES' agents, sub-contractors, carriers and the agents of each; **Customer:** Exhibitor or other party requesting Services from GES; **Goods:** Exhibits, property and commodities of any type for which GES is requested to perform Services; **Carrier:** Motor carrier, van line, air carrier or air or surface freight forwarder; **Shipper:** Party who tenders Goods to Carrier for transportation; **Cold Storage:** Holding of Goods in a climate controlled area; **Accessible Storage:** Holding of Goods in an area from which Goods may be removed during shows; **Services:** Warehousing, transportation, drayage, unsupervised labor, supervised labor and/or related services; **Show Site:** The venue or place where an exposition or event takes place; **Supervised Labor (OK TO PROCEED):** Union labor that is provided to a Customer to install or dismantle a booth or exhibit space, and is supervised and/or directed by GES; **Unsupervised Labor (DO NOT PROCEED):** Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and pursuant to Customer's election is not supervised and/or directed by GES. Customer assumes the responsibility and any liability arising therefrom, for the work of union labor when Customer elects to use unsupervised labor.

## II. Scope

These Terms and Conditions shall be binding upon Customer, GES, and their respective Agents and representatives, including but not limited to Customer contracted labor such as Customer Appointed Contractors and Installation and Dismantle Companies, and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

## III. Customer Obligations

- a. **Payment for Services:** Customer shall be liable for all unpaid charges for services performed by GES or agents. Customer authorizes GES to charge its credit card directly for services rendered on Customer's behalf after departure, by placing an order online, via fax, phone or through a work order on site. Payments at show site must be made via GES-accepted credit card, check, or wire transfer. GES will not accept cash payments at show site.
- b. **Credit Terms:** All charges are due before Services are performed unless other arrangements have been made in advance. GES has the right to require prepayment or guarantee of the charges at the time of request for Services. A failure to pay timely will result in Customer having to pay in advance for future Services. GES retains its right to hold Customers' Goods for non-payment. If a credit card is provided to GES, GES is authorized to bill to such credit card any unpaid charges for Services provided to Customer, including charges for return shipping. Any charges not paid within 30 days of delivery will be subject to interest at 1.5% per month until paid.

## IV. Mutual Obligation Indemnification

- a. **Customer to GES:** Customer shall defend, hold harmless and indemnify GES from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorneys' fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods, relating to or arising from performance of Services herein. Customer agrees to indemnify and hold GES harmless for any and all acts of its representatives and agents, including but not limited to Customer Appointed Contractors and Installation and Dismantle Companies, any subtenant or other user of its space or any agents or employees engaged in business on behalf of Customer or present at Customers' invitation, including supervision of labor secured through GES. Customer's obligations under this provision shall not apply to GES' own negligence and/or willful misconduct. **CUSTOMER ACKNOWLEDGES THAT THE SHOW SITE IS AN ACTIVE WORK ZONE AND CUSTOMER, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES ARE PRESENT AT THEIR OWN RISK.**
- b. **GES to Customer:** To the extent of GES's own negligence and/or willful misconduct and subject to the limitations of liability below, GES shall defend, hold harmless and indemnify Customer from and against any claims, lawsuits, demands, liability, costs and expenses including reasonable attorneys' fees and court costs, resulting from any injury to or death of persons or damage to property other than Goods. GES' obligations under this provision shall not apply to claims for bodily injury arising a) from Customer's presence in areas which have been marked as "off limits to exhibitors"; and b) when exhibitors are present in the facility prior or subsequent to the effective dates or hours of Exhibitor's space lease with show management.

## V. Disclaimer and Limitation of Liability

**UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME. GES SHALL BE LIABLE, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, FOR LOSS OR DAMAGE TO GOODS ONLY IF SUCH LOSS OR DAMAGE IS CAUSED BY THE DIRECT NEGLIGENCE OR WILLFUL MISCONDUCT OF GES. CLAIMS PRESENTED FOR LOSS OR DAMAGE ARISING OUT OF INCIDENTS REFERENCED IN SECTION VI HEREIN WILL BE DENIED.**

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## VI. No Liability for Loss or Damage to Goods

- a. Condition of Goods: GES shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. GES shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods shall be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customer's responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor.
- b. Receipt of Goods: GES shall not be liable for Goods received without receipts, freight bills or specified unit counts on receipts or freight bills or for bulk shipments (i.e., UPS, air freight, or van lines). Such Goods shall be delivered to booth without the guarantee of piece count or condition.
- c. Force Majeure: GES shall not be liable for loss or damage that results from Acts of God, weather conditions, act or default of Customer, shipper, or the owner of the Goods, inherent nature of the Goods, public enemy, public authority, labor disputes and acts of terrorism or war.
- d. Cold Storage: Goods requiring cold storage are stored at Customer's own risk. GES assumes no liability or responsibility for Cold Storage.
- e. Accessible Storage: GES assumes no liability for loss or damage to Goods while in Accessible Storage. Storage charges are for the use of space and are not a form of insurance, or a guarantee of security.
- f. Unattended Goods: GES assumes no liability for loss or damage to unattended Goods received at Show Site at any time from the point of receipt of inbound Goods until the loading of the outbound Goods, including the entire term of the respective show or exhibition. Customer is responsible for insuring its own Goods for any and all risk of loss.
- g. Empty Storage: GES assumes no liability for loss or damage to Goods or crates or the contents therein, while containers are in Empty Storage. It is Customer's sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage, and ensures that any pre-existing empty labels are removed.
- h. Forced Freight: GES is not liable for Customer Goods left on the show floor after the show closing deadline, with or without a Material Handling Services/Straight Bill of Lading signed by Customer. It is Customer's responsibility to complete accurate paperwork for shipping and to ensure Customer Goods are properly labeled. If Customer Goods remain on the floor after the show closing deadline, GES has the right to remove the Customer Goods. GES is authorized by Customer to proceed in the manner chosen by Customer on the Order for Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise to ship Customer Goods at the discretion of GES and at Customer's expense. GES shall incur no liability for such shipment. GES retains the right to dispose of Customer Goods without liability if left on the show floor unattended, without labels or not correctly labeled.
- i. Concealed Damage: GES shall not be liable for concealed loss or damage including but not limited to; glass, electronic equipment, prototypes, original art, uncrated Goods, or improperly packaged or labeled Goods.
- j. Unattended Booth: GES shall not be liable for any loss or damage occurring while the Goods are unattended in Customer's booth at any time including, but not limited to, the time the Goods are delivered to the dock until the time the Goods are received by Customers' chosen carrier. All Material Handling Forms and/or Straight Bills of Lading covering outgoing Goods submitted to GES will be checked at the time of pickup from the booth and corrections to the count or condition will be documented where discrepancies exist.
- k. Hanging items from Booth: Customer shall not hang any articles, merchandise, product, advertisements, or other similar items from GES supplied booth materials, (this includes but is not limited to GEM panels or pipe and drape), utilized in Customer's own booth set up or in areas occupied by the show organizer or third parties. If Customer does hang any prohibited items, Customer alone shall be held liable for any damages, costs, actions or injuries resulting from the hanging of such item(s). GES shall have no liability for any damages, costs, actions or injuries arising out of Customer's failure to comply with this provision.

## VII. Measure of Damage

- a. Sole Relief: If found liable for any loss, GES' sole and exclusive maximum liability for loss or damage to Customer's Goods is limited to \$.50 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less.
- b. Labor: GES assumes no liability for loss, damage, or bodily injury arising out of Customer's supervision of GES provided union labor. If GES supervises labor for a fee, GES shall be liable only for actions or claims arising out of its negligent supervision. Such liability shall be limited to the cost to Customer of the supervised labor or the depreciated value of the Goods, whichever is less. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, including but not limited to loss, damage or bodily injury and shall provide GES and show management with an indemnity, including defense costs, for any claims that result from Customers' supervision or failure to supervise assigned labor.

## VIII. Miscellaneous

- a. Insurance: **GES IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE.** It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods in storage or in transit to and from the show and or while on the show floor is the sole responsibility of Customer. GES recommends Customer arrange for all Risk Coverage.
- b. Notice of Loss or Damage: In order to have a valid claim, notice of loss or damage to Goods must be given to GES or its agent within 24 hours of occurrence (as evidenced in an Incident Report completed at Show Site by GES) or delivery of outbound Goods.
- c. Filing of Claim: Any claim for loss or damage to Goods must be in writing, containing facts sufficient to identify the Goods, asserting liability for alleged loss or damage, and making claim for the payment of a specified or determinable amount of money. Such claim must be filed with the appropriate party within the time limits specified herein. Damage reports, incident reports, inspection reports, notations of shortage or damage on freight bills or other documents, do not constitute filing of a claim. Claims for Goods alleged to be lost, stolen or damaged at the Show Site must be received in writing by GES within **thirty (30)** days after the close of the show. Claims for Goods alleged to be lost or damaged **during transit** must be received by the responsible party within nine (9) months of date of delivery of Goods. GES Logistics subcontracts the movement of Goods to third party carriers. Claims for damage in transit should be made directly with your carrier as shown on the Material Handling form/ Bill of Lading. In the event of a dispute with GES, Customer will not withhold payment or any amount due GES for Services as an offset against the amount of the alleged loss or damage. Customer agrees to pay GES prior to the close of the show for all such charges and further agrees that any claim Customer may have against GES shall be pursued independently by Customer as a separate action to be resolved on its own merits. GES retains the right to pursue collection on amounts owed after show close, without regard to any amount alleged to be owed for damage, or loss.
- d. Filing of Suit: Any action at law regarding loss or damage to Goods must be filed within one (1) year of the date of declination of any part of a claim (logistics claims excluded).

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## IX. Jurisdiction, Choice of Forum

These Terms and Conditions of Contract shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Nevada. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of Nevada, or as applicable depending upon jurisdiction, the County Circuit Court in Clark County, Nevada.

## X. Advanced Warehousing/Temporary Storage/Long Term Storage

All terms and conditions relative to Advanced Warehousing/Temporary Storage/Long Term Storage are contained in separate agreements titled "Storage Agreement". In the event that a Storage Agreement is not executed between the parties, the following shall apply with respect to GES' liability for Customer's Goods. The responsibility of GES with respect to Customer's Goods is limited to the exercise of ordinary care and diligence in handling and storing of Customer's Goods. GES shall be liable only for loss or damage to Goods caused by GES' sole negligence. GES' liability is limited to \$.60 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less. In case of partial loss or damage, the maximum liability shall be prorated based on weight. GES is not responsible for any loss or damage to Goods caused by, but not limited to fire, theft, the elements, vandalism, moisture, vermin, mechanical breakdown or failure, freezing or changes in temperature, as well as any other causes beyond GES' immediate control. GES is not responsible for the marring, scratching or breakage of glass or other fragile items. GES is not liable for the mechanical functions of instruments or appliances even if such articles are packed or unpacked by GES. In no event shall GES be liable for special, incidental, indirect or consequential damages, including business loss of any kind, resulting from any damage to or loss of the Goods or from any act or failure to act. Customer pays storage fees or costs for advance warehousing for use of the space only. There is no guarantee of security or representations made by GES as to appropriateness of the conditions for Customer's Goods. The risk of loss remains Customer's alone and GES recommends the Customer carry and maintain insurance in amounts sufficient to cover its risk.

## XI. Personal Data

Customer consents to GES' use of personal information ("PI") that GES receives from Customer in any manner in connection with the Show as follows: (a) GES retains PI of Customer's primary contacts (including name and email) on an ongoing basis to better serve Customer's future event needs until either GES' Privacy Policy requires deletion or Customer instructs GES to delete it; (b) GES' payment card processor stores credit card information through its expiration date for Customer's convenience, unless Customer instructs GES to delete it sooner; and (c) other uses set forth in GES' Privacy Policy published at <http://www.ges.com/us/legal/privacy-policy>. GES is Privacy Shield certified and protects PI with technical, organizational and other safeguards in conformity with applicable data protection laws including, without limitation, privacy laws of European Union member states. Customers may opt-out of future electronic communications from GES using the contact information provided in GES' Privacy Policy.

## Payment Policy

**Payment for Services:** GES requires payment in full at the time services are ordered. Further, GES requires that you provide a credit card authorization with your initial order. For your convenience, we will use the credit card authorization information that you enter on the website to charge your account for services, which may include labor, material handling or any applicable fuel or energy surcharge.

**Discount Prices:** To qualify for discount pricing, orders must be received with payment on or before the discount deadline date.

**Method of Payment:** GES accepts MasterCard, Visa, American Express via this website.

**Third Party Billing:** Each exhibiting firm is ultimately responsible for all charges incurred on its behalf. GES reserves the right to institute collection action against the exhibitor if the authorized third party does not pay.

**Tax Exempt:** If you are tax exempt in the state in which you will be exhibiting, you must provide a Sales Tax Exemption Certificate for that state. Please send the above information to the GES office for this show. Taxes vary by location and will be added to your invoice, if you do not submit your tax exempt certificate prior to the deadline date.

**Adjustments and Cancellations:** No adjustments to invoices will be made after the close of the show. Please refer to the individual forms for labor, etc. for cancellation fees. All orders cancelled by the Exhibitor or due to the cancellation of an event or their non-participation may be subject to cancellation fees equal to 50% - 100% of the total order based upon the status of move-in, work performed and/or GES set-up costs or expenses. A minimum non-refundable deposit of \$25.00 will be applied toward the invoice, unless there is a cancellation of your order. Additionally, GES retains the right to implement/assess a fuel or energy surcharge on all services as necessary based upon market conditions.

If you have any questions regarding our payment policy, please call GES National Servicer<sup>®</sup> at 800.475.2098 or visit the GES Servicer<sup>®</sup> at the show.

You may choose to pay by credit card, check or bank wire transfer; however, we require your credit card charge authorization to be on file with GES even if you are paying by check or bank wire transfer. You are responsible for any wire transfer bank processing fees.

All balances must be paid upon conclusion of the event. You agree to late fees up to 1.5% per month on any balance not paid at the conclusion of the event, or balance left without appropriate credit card on file.

For your convenience, we will use the credit card authorization to charge your credit card for any additional amounts ordered by your representative or services rendered to your company for this event.

GES will charge a convenience fee for each request to reprocess payment to an alternate credit card in order to cover incremental processing costs. An alternate credit card is a credit card different than the one used to process your initial payment in accordance with GES payment policy. The convenience fee will be quoted at the time your request is made to reprocess payment. The convenience fee will be added to your account balance and settled utilizing the new credit card provided.

GES requires the highest standards of integrity from all its employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior.

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