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WEF Disinfection and Public Health Conference 2013

February 24 - 26, 2013

Hyatt Regency Indianapolis, Indianapolis, IN

03-11709-13

FERN EXPOSITION & EVENT SERVICES TERMS AND CONDITIONS

PAYMENT TERMS: Our terms require 100% payment with order for rentals, services, tax and anticipated freight. The Payment Authorization form with your credit card information for payment of advance and show site orders must be forwarded to Fern in order for us to provide any equipment or services. Full payment of rental charges must accompany your order forms and be received by our office before the deadline date to qualify for the discounted rates. PLEASE NOTE THAT PO'S ARE NOT ACCEPTED AS A FORM OF PAYMENT. All orders received after deadline (indicated on each form) or on show site will be charged at standard rates. A $20.00 surcharge will be added to your account if any credit charges for services are denied or if any checks are returned.

TERMS: due upon receipt. Unpaid accounts after the day of the show will accrue a service charge of .0575% per day, annual interest rate of 21%. You will be responsible for all fees connected with the collection of your accounts. Credit card information is required for all material handling, freight services (if applicable), additional services or rentals ordered on site which will be invoiced to your credit card. Advance charges may be paid by company check but credit card information is still required to cover any unanticipated charges incurred. Copies of invoices may be picked up from the Service Desk prior to show closing. No credit will be given after close of event on items or services ordered but claimed to not have been received.

THIRD PARTY BILLING: The exhibiting firm is primarily responsible for the payment of charges. In the event the exhibiting firm has arranged for an exhibit house or other party to handle the exhibitor display and be billed for all services, the exhibiting company will agree to the third party billing if the exhibit house supplies the appropriate credit card information on the Third Party Payment Authorization form. Advance payment in full must accompany the order including estimated labor and drayage charges. By signing the Third Party Payment Authorization form, the exhibitor agrees that they are primarily responsible for payment of charges. In the event the named third party fails to pay all charges, such charges will be paid by the exhibiting firm on demand, including any and all fees connected with the collection of this account.

RE-ROUTED FREIGHT: If exhibitor's requested carrier fails to pick-up shipment within the published schedule(s) Fern reserves the right to re-route/re-consign freight to a carrier of Fern's choice. Any freight left or abandoned on the show floor will be returned to a warehouse storage location and/or consigned to carrier of Fern's choice at exhibitor's expense. Additional COD charges will apply.

BOOTH SHIPMENT/PROPERTY RESPONSIBILITY: Fern is not responsible for shipments left in booth by exhibitor. We will count and ship pieces as we find the shipment(s) when we remove them from the exhibit hall. Exhibitors must insure themselves against loss or theft.

NONNEGOTIABLE STRAIGHT BILL OF LADING: RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading the property described above, in apparent good order, except as noted (contents and condition of contents of package unknown), marked, consigned, and destined as indicated above, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western, and Illinois Freight Classifications in effect on the date hereof. If this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by shipper and accepted for himself and his assigns.

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LIMITS OF LIABILITY

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become part of the agreement between FERN and you, the EXHIBITOR (the "Agreement"). Acceptance of said terms and conditions will be construed when any order for service or rental equipment is placed by EXHIBITOR with FERN or when EXHIBITOR'S materials are delivered to FERN'S warehouse or to a show site for which FERN is the official contractor.

1. DEFINITIONS: For purpose of this contract, "FERN" means Fern Exposition and Event Services, and their respective employees, directors, officers, agents, assigns, affiliated companies and related entities including, but not limited to, any subcontractors FERN may appoint, The term "EXHIBITOR" means the EXHIBITOR, it's employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC").

2. FERN'S RESPONSIBILITIES: FERN shall be responsible only for those services which it directly provides. FERN assumes no responsibility for any persons, parties or other contracting firms not under FERN'S direct supervision and control. FERN'S performance hereunder is subject to, and FERN shall not be responsible for loss, delay or damage due to strike, lockouts, work stoppages, natural elements, vandalism, Acts of God, civil disturbances, disruptions in the financial or capital markets, power failures, explosions, acts of terrorism or war, or for any other cause beyond FERN'S reasonable control, nor for ordinary wear and tear in the handling of materials. FERN will provide material handling services as the EXHIBITOR'S agent, not as bailee or shipper, and shall have no responsibility or obligation thereunder and EXHIBITOR accepts responsibility thereof.

3. PACKAGING AND CRATES: FERN 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. In addition, FERN shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

4. STORAGE: FERN 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. FERN assumes no responsibility for EXHIBITOR's failure to follow the above procedures; removal of containers with old empty labels or without FERN 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 FERN shall not be liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers.
- **Accessible Storage:** FERN 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 the 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. FERN shall not be liable or responsible for items in cold storage.

5. 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. FERN will not be responsible or liable for any loss, damage, theft, or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S booth at the show site. FERN 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 FERN'S receiving paperwork indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

6. 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. FERN 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. FERN recommends that the EXHIBITOR engage security services from the facility or show management. All Material Handling Forms submitted to FERN 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 FERN and the actual count of such items at the booth at the time of pick-up. FERN retains the right to dispose of materials left on the show floor without liability if left unattended, left without labels or not correctly labeled.

7. DELIVERY TO THE CARRIER FOR RELOADING: FERN 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. FERN 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. FERN 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.

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8. DESIGNATED CARRIERS: In order to expedite removal of materials from show site as required by show management and/or the facility, FERN 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 Fern's choice and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. In no event shall FERN be responsible for any loss resulting from such rerouting designation.

9. INSURANCE: It is understood that FERN is not an insurer. Insurance on exhibit materials, if any, shall be obtained by the EXHBITOR, at its sole costs and expense from a third-party insurance provider. EXHIBITOR agrees to provide FERN with a release of subrogation to the extent of any insurance settlement received.

10. CLAIMS FOR LOSS: EXHIBITOR agrees that in order to have a valid claim, notice of loss or damage to materials must be given to FERN 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 60 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 60 days will be rejected. In no event shall suit or action be brought against FERN more than one (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 EXHBITOR and FERN relative to any loss, damage or claim, EXHIBITOR shall not be entitled to and shall not withhold payment or any partial payment due FERN for its services as an offset against the amount of any alleged loss or damage. Any claims against FERN shall be considered separate transactions and shall be resolved on their own merits. (b) MAXIMUM RECOVERY. If found liable for any loss, FERN'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. (c) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY. FERN'S liability shall be limited to any loss or damage which results solely from FERN'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 FERN 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 FERN 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 FERN 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.

11. DECLARED VALUE: Declarations of declared value are between the EXHIBITOR and the selected carrier ONLY and are in no way an extension of FERN'S maximum liability stated herein. FERN will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier, however, FERN 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.

12. JURISDICTION: This contract shall be construed under the laws of the State of Ohio without reference to the conflicts of laws principles thereof. FERN and EXHIBITOR hereby consent to the executive jurisdiction and venue of the federal or state courts having jurisdiction over Hamilton County, Ohio for all actions or suits related to the interpretation or enforcement of the Agreement.

13. INDEMNIFICATION: EXHIBITOR agrees to indemnify, defend and forever hold harmless FERN 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 FERN 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 FERN'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 FERN for material handling services, waives and releases all claims against FERN with respect to all matters for which FERN disclaimed liability pursuant to the provisions of this Agreement.

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FERN TRANSPORTATION SERVICES

MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

This Contract establishes your legal obligations with regard to the property described herein being shipped with Fern Transportation. It specifically limits your rights and possible recovery if your property is lost or damaged. You must accept all terms and conditions of this Contract. You confirm that you have read and agree with all the terms and conditions of this Contract by receipt without contest. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Fern.

1. DEFINITIONS: In this Contract, "Fern" means Fern Exposition & Event Services, and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Fern. 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 Fern. "Property" is all objects of any type received from the Shipper for transport by Fern 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 Shipper's payments and Fern's services, which the parties have specified in this Contract, Fern and Shipper each agree that this Contact shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Fern for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Fern under same shall end when the property has been placed in the possession of the Consignee or the Consignee's 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. FERN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Fern shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Fern. Fern 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 Fern. Fern 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 Fern. Fern shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

4. PACKAGING AND CRATES: Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Fern makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Fern 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 Fern and before the trailer is received by Fern. Fern 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 Fern. When a loaded trailer is received, Fern will verify that the thermostatic controls are set to maintain trailer temperature as requested. Fern 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 Fern. 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.

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6. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Fern is unable to deliver a shipment because of fault or mistake of Fern, Fern's liability shall then become that of a warehouseman. (a) Fern 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 Fern's option, in any location that provides reasonable protection against loss or damage. Fern may place the shipment in public storage at the owner's expense and without liability to Fern. (c) If Fern does not receive disposition instructions within 48 hours of the time of Fern's attempted first notification, Fern will attempt to issue a second and final confirmed notification. Such notice shall advise that if Fern does not receive disposition instructions within 10 days of that notification, Fern may offer the shipment for sale at a public auction and Fern has the right to offer the shipment for sale. The amount of sale will be applied to Fern's 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 Fern has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Fern, 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, Fern may dispose of property to the best advantage. When Fern 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, Fern's liability for the shipment shall terminate after unloading or delivery.

7. INSURANCE: Fern IS NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. Fern provides no insurance for Shipper or its property.

8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: Shipper understands that even if Shipper's property is lost, stolen, or damaged, Fern does not pay replacement or restoration cost of any property. **FERN'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 (SHIPMENTS MOVING VIA GROUND) AND $.50 (USD) PER POUND (SHIPMENTS MOVING VIA SECOND/NEXT DAY AIR) AND SHALL NOT EXCEED $100.00 PER PIECE 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 Shipper's 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 Fern 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) **FERN's MAXIMUM LIABILITY WILL NEVER BE MORE THAN $100,000 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, Fern 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 FERN 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 Fern 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 Fern unless Shipper's account is current. (b) Shipper understands and acknowledges that Fern 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, Gasses, 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 Fern 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 Fern, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities,

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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: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Fern.

10. CLAIMS: Claims must be filed in writing within nine (9) 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 nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Fern no later than two (2) years and one (1) day from the day when written notice is given by Fern to the claimant that Fern 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 Fern Transportation: 645 Linn Street, Cincinnati, OH 45203, 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 Consignee's agent without notice of loss or damage to property being served on Fern within 15 calendar days of the receipt of the property, it is agreed between Fern 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 nine (9) 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 OHIO 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 CINCINNATI, OHIO. 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 Fern 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 Fern 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.

BILL OF LADING LISTED TERMS

SHIPMENTS MOVING VIA NEXT DAY/SECOND DAY: Liability will be limited to $0.50 per pound and shall not exceed $100.00 per piece under any circumstances.

SHIPMENTS MOVING VIA GROUND TRANSPORTATION: Exhibitor agrees (i) Forwarder's liability to Exhibitor shall be limited to $25.00 per pound per package and shall not exceed $100,000 under any circumstances; and (ii) Forwarder shall have no liability for special, incidental, PUNITIVE or consequential damages arising from any loss, damage, mis-delivery or delay of shipment HOWEVER CAUSED.

DECLARED VALUE: Available at the exhibitor's expense at the rate of $4.25 per $100.00 of value declared. Minimum charge of $100.00.

RE-ROUTED FREIGHT: If exhibitor's requested carrier fails to pick-up shipment Fern reserves the right to re-route/re-consign freight to carrier of Fern's choice. Any freight left or abandoned on the show floor will be returned to warehouse and/or consigned to carrier of Fern's choice at exhibitor's expense. Additional COD charges will apply.

Fern is not responsible for shipments left in booth by exhibitor. We will count and ship pieces as we find shipment when we remove from exhibit hall. Exhibitors must insure themselves against loss or theft.