

FREEMAN

61 Browns Line
 Toronto, Ontario, Canada M8W 3S2
 416-252-3361 x 284 • Fax: 416-252-2365
 E-mail: FreemanTorontoES@freemanco.com



DISCOUNT PRICE
 DEADLINE DATE
 APRIL 27, 2012

METHOD OF PAYMENT MUST ACCOMPANY YOUR ORDER

NAME OF SHOW: **PROJECTWORLD & BUSINESSANALYSTWORLD**


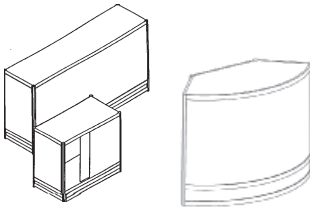
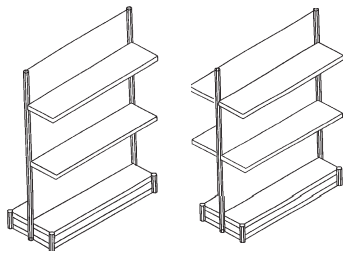

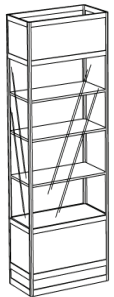

COMPANY NAME: _____ BOOTH #: _____

CONTACT NAME: _____ PHONE #: _____

E-MAIL ADDRESS _____

For fast, easy ordering, go to www.myfreemanonline.com

ACCESSORIES FOR RENTAL UNITS

SLATWALL 	CABINETS 	GONDOLAS 
SHOWCASE 	SHOWCASE TOWER 1M X 1/2M X 8'H With overhead light (power not included) 	OPEN SHOWCASE TOWER 1/2M X 1/2M X 8'H With overhead light (power not included) 

Qty	Part #	Description	Discount Price	Standard Price	Total
SHELVES (Circle Colour) Black or White					
___	17201	1M Straight (37" x 12") ...	38.00	49.40	___
___	17206	1M Angled (37" x 12").....	38.00	49.40	___
LITERATURE POCKETS					
___	174015	For 8 1/2" x 11" Literature .	24.00	31.20	___
___	174016	For 4" Literature.....	24.00	31.20	___
CABINETS & LOCKS					
<i>(Circle Colour) Blue , Grey or Black Fabric, White PVC</i>					
___	17305	1M x 1/2M x 36" High	296.00	384.80	___
___	17306	1M x 1/2M x 42" High	296.00	384.80	___
___	17308	2M x 1/2M x 36" High	394.00	512.20	___
___	17309	2M x 1/2M x 42" High	394.00	512.20	___
___	17310	1M Radius x 1/2M x 36" H.	425.00	552.50	___
___	173011	1M Radius x 1/2M x 42" H.	425.00	552.50	___
___	17301	Aluminum Cabinet Lock	9.75	12.70	___
WALL PANELS					
<i>(Circle Colour) Blue , Grey or Black Fabric, White PVC</i>					
___	173521	1M x 8' High	242.00	314.60	___
___	173525	1/2M x 8' High	137.00	178.10	___

Qty	Part #	Description	Discount Price	Standard Price	Total
SLATWALL PANELS					
<i>(Circle Colour) Black, White, Maple</i>					
___	1736100	1M x 8' High.....	360.00	468.00	___
GONDOLAS					
<i>(Circle Colour)Blue , Grey or Black Fabric, White PVC</i>					
___	174541	Single Sided 1M x 4' High...	308.00	400.40	___
___	174542	Double Sided 1M x 4' High	422.00	548.60	___
___	174581	Single Sided 1M x 8' High	395.00	513.50	___
___	174582	Double Sided 1M x 8' High	509.00	661.70	___
SHOWCASE (White PVC Only)					
___	1755801	Showcase 1M x 1/2M x 8'H ...	598.00	777.40	___
___	1755800	Showcase 1/2M x 1/2M x 8'H ..	427.00	555.10	___
___	17551206	Showcase 1M x 1/2M x 42"H	351.50	456.95	___
TOTAL COST					
Sub-Total _____ + 13% Hst _____ = TOTAL _____					

FREEMAN accessories

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**METHOD OF PAYMENT MUST
 ACCOMPANY YOUR ORDER**

FREEMAN furniture

SHOW NAME: PROJECTWORLD & BUSINESSANALYSTWORLD

COMPANY NAME:

BOOTH #:

CONTACT NAME:

PHONE #:

FURNISHINGS				
Qty	Part #	Description	Discount Price	Standard Price Total

Please Circle colour for Casey Padded Stool: **Black **Grey**

___	210108	Limerick® Chair by Herman Miller	38.50	50.05
___	210112	Casey Padded Stool**	71.50	92.95
___	71045	Grey Gaslift Chair	96.25	125.15
___	71047	Grey Gaslift Stool	132.25	171.95
___	71088	Black Diamond Stool	97.75	127.10
___	71089	Black Diamond Side	75.00	97.50
___	71090	Black Diamond Arm Chair	91.00	118.30

The following items are available in black.

___	75020	Display Cylinder/Low	122.00	158.60
___	75021	Display Cylinder/Medium	133.00	172.90
___	75022	Display Cylinder/High	142.00	184.60
___	75079	Orion Computer Kiosk	273.25	355.25
___	750136	Flat Literature Rack	154.50	200.85
___	72067	SohoCafeTable/30"H X 36"	152.00	197.60

NOTE: Tables are 24" wide

Please circle colour for table drape: **Blue** **Black** **Gold** **Grey**
Dark Green **Plum** **Red** **Teal** **White** **Burgundy**

DRAPED***

___	124430	4' Draped Table/30"H	66.00	85.80
___	124630	6' Draped Table/30"H	80.50	104.65
___	124830	8' Draped Table/30"H	99.00	128.70
___	12406304th	Side Draping-6' X 30"H	29.50	38.35
___	12408304th	Side Draping-8' X 30"H	29.50	38.35
___	124442	4' Draped Table/42"H	94.25	122.55
___	124642	6' Draped Table/42"H	109.00	141.70
___	124842	8' Draped Table/42"H	123.25	160.25
___	12404642	4th Side Drape-6' x 42"H	29.50	38.35
___	12404842	4th Side Drape-8' x 42"H	29.50	38.35

Remember to select a colour of items with ().**

A colour will be selected for you if not indicated.

UNDRAPED

___	125430	4' Undraped Table/30"H	46.00	59.80
___	125630	6' Undraped Table/30"H	56.00	72.80
___	125830	8' Undraped Table/30"H	70.00	91.00
___	125442	4' Undraped Table/42"H	61.75	80.30
___	125642	6' Undraped Table/42"H	71.50	92.95
___	125842	8' Undraped Table/42"H	86.25	112.15

Studio Series Tables:

___	115103	Studio Series Black Table	50.00	65.00
___	115104	Studio Series Black End	48.00	62.40

FURNISHINGS				
Qty	Part #	Description	Discount Price	Standard Price Total

___	220107	Wastebasket	12.50	16.25
___	220109	Chrome Coat Tree	30.00	39.00
___	220110	Chrome Bag Rack	63.00	81.90
___	220118	Chrome Sign Holder	68.00	88.40
___	220121	Chrome Stanchion w/8' Belt	70.00	91.00
___	220134	Chrome Easel	38.00	49.40

***Please circle colour for special drape: **Blue** **Black** **Gold**
Grey **Plum** **Red** **Teal** **White**

___	12103	Special Drape- 3'High-per ft***	7.75	10.10
___	12108	Special Drape- 8'High-per ft***	8.75	11.40
___	13301	Steel - Top Rod (6' to 10' long)	9.50	12.35
___	13803	Steel - Post and Base (3' H)	9.50	12.35
___	13808	Steel - Post and Base (8' H)	9.50	12.35
___	15905	Small Fishbowl	26.00	33.80
___	75057	Refrigerator/4 cubic ft	155.00	201.50
___	74082	File Cabinet/2 Drawer	157.00	204.10
___	74081	File Cabinet/4 Drawer	235.00	305.50

For fast, easy ordering, go to www.freemanco.com

SPECIALTY FURNISHINGS

Qty	Part #	Description	Discount Price	Standard Price Total
___	910201	Citi Black Chair	225.00	292.50
___	910206	Babylon Chair - Black	170.00	221.00
___	910207	Babylon Chair - White	170.00	221.00
___	910208	Shania Stool - Black	106.00	137.80
___	910209	Shania Stool - White	106.00	137.80
___	910210	Lola Stool - Black	106.00	137.80
___	910211	Lola Stool - White	106.00	137.80
___	910132	Chrome Bar Stool - White	106.00	137.80
___	910135	Chrome Bar Stool - Black	106.00	137.80
___	910134	Cafe Chair	81.25	105.65
___	910212	Cafe Stool	106.00	137.80
___	910213	Ripple Sled Chair	106.00	137.80
___	910214	Cube Chair - Black	170.00	221.00
___	910215	Cube Chair - White	170.00	221.00
___	920146	30" Rd. Bistro Table - Black	160.00	208.00
___	920200	30" Rd. Bistro Table-Chrome	160.00	208.00
___	920201	Square Bistro Table-Chrome	160.00	208.00
___	930200	Citi Black Leather Loveseat	310.00	403.00
___	950110	Square Cube - Black	99.75	129.70
___	950111	Square Cube - Red	99.75	129.70
___	950112	Square Cube - White	99.75	129.70

**ALL PRICES ARE IN
 CANADIAN DOLLARS**

TOTAL COST

Sub-Total _____ + 13% Hst _____ = TOTAL _____

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NAME OF SHOW: **PROJECTWORLD & BUSINESSANALYSTWORLD**

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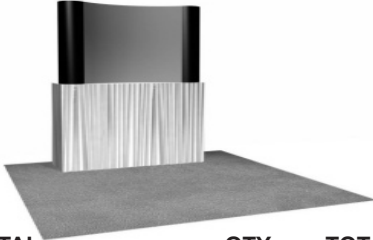
CONTACT NAME: _____ PHONE # _____

E-MAIL ADDRESS _____

For Assistance, please call 416-252-3361 to speak with one of our experts.

For fast, easy ordering, go to www.freemanco.com

TABLE TOP UNIT



RENTAL	QTY.	TOTAL
Size Price		
40" H x 6' W \$ 961.75	_____	_____
40" H x 8' W \$ 1040.00	_____	_____

PURCHASE*	QTY.	TOTAL
Size Price		
40" H x 6' W \$ 1045.00	_____	_____
40" H x 8' W \$ 1180.00	_____	_____
*Shipping Not Included		

Rental Units Include:

Draped Table (Select colour below)
 Classic Carpet (Select colour below)
 Installation & Dismantle of Exhibit
 Material Handling of Exhibit
 Nightly Vacuuming
 1-200 Watt Halogen Light (Electrical service & labor not included)

Purchase Units Include:

1-Case
 One Time Installation & Dismantle at your next Freeman show.

Fabric Panel Colours for All Units: Black Grey

Other Colours Also Available for Purchase Units

Classic Carpet: Blue Black Grey Red

Table Drape:

Black Blue Green White Burgundy
 Gold Grey Plum Red Teal

FLOOR UNIT



RENTAL	QTY.	TOTAL
Size Price		
8' H x 8' W \$ 1599.50	_____	_____
8' H x 10' W \$ 1923.50	_____	_____

PURCHASE*	QTY.	TOTAL
Size Price		
8' H x 8' W \$ 2298.00	_____	_____
8' H x 10' W \$ 2856.75	_____	_____
*Shipping Not Included		

Rental Units Include:

Classic Carpet (Select colour below)
 Installation & Dismantle of Exhibit
 Material Handling of Exhibit
 Nightly Vacuuming
 1-Podium - 8'H x 10'W unit only

Purchase Units Include:

2-Cases
 One Time Installation & Dismantle
 1-Podium - 8'H x 10'W unit only
 (Electrical service & labor not included)

Fabric Panel Colours for All Units: Black Grey

Other Colours Also Available for Purchase Units

Classic Carpet: Blue Black Grey Red

CUSTOM GRAPHIC / PHOTO PANELS

Our custom graphic panels can dramatically enhance your exhibit's appearance.

Please check the box to have an Exhibitor Sales Specialist contact you to assist in creating a unique exhibit.

OPTIONAL ACCESSORIES	RENTAL	PURCHASE	TOTAL
Part # Description	Qty. Price	Qty. Price	
1715800 2-200 Watt Halogen Light Kit*	_____ N/A	_____ \$258.40	_____
1715801 1-200 Watt Halogen Light Kit*	_____ N/A	_____ \$129.35	_____
1715802 Straight Shelf	_____ \$ 78.50	_____ \$102.05	_____
1715803 Angle Shelf	_____ \$ 78.50	_____ \$102.05	_____

* Available with purchase of Floor Unit only, power not included

QUICK TIPS

- If shipping literature or products, material handling rates will apply.
- Order in advance to save time, money and ensure availability. **Orders received after the deadline date or without payment will cost an additional 30% over prices indicated.**

TOTAL COST

Sub-Total _____ + 13% Hst _____ = TOTAL _____

FREEMAN totalflex

FREEMAN

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DISCOUNT PRICE
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APRIL 27, 2012

INCLUDE THIS FORM
WITH YOUR ORDER

NAME OF SHOW: **PROJECTWORLD & BUSINESSANALYSTWORLD**

COMPANY NAME: _____ BOOTH#: _____

ADDRESS: _____ BOOTH SIZE X
(STREET) (P.O. BOX)

PHONE #: _____ EXT.: _____ FAX #: _____
(CITY) (STATE/ PROVINCE) (ZIP/POSTAL CODE)

SIGNATURE: _____ PRINT NAME: _____

E-MAIL FOR INVOICE: _____

CUSTOMER # _____ OR CHECK BOX IF YOU ARE A NEW FREEMAN CUSTOMER

Invoices will be sent by e-mail; please provide email address of person who reconciles your invoices if different than contact's email.

METHOD OF PAYMENT

BY SUBMITTING THIS FORM OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

The undersigned expressly consents to the digital processing and transmission of personal data which may be transmitted to the United States of America.

COMPANY CHEQUE

Please make cheque payable to: Freeman. Cheques must be in CDN funds drawn on a Canadian Bank or U.S. funds drawn on a U.S. bank.

Please reference (job #284989) on your remittance.

CREDIT CARD

For your convenience, we will use this authorization to charge your credit card account for your advance orders, and any additional amounts incurred as a result of show site orders placed by your representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. Please complete the information requested below:

AMERICAN EXPRESS MASTERCARD VISA

Account No.: _____ Exp. Date _____

Cardholder Name (Print): _____ Signature: _____

Cardholder Billing Address: _____

City/State/Zip: _____

ENTER TOTALS HERE

PLANTS & FLORAL	SIGNS & GRAPHICS	INSTALLATION LABOUR	DISMANTLE LABOUR	FURNISHINGS	CARPET	GRAND TOTAL

- Remember to order in advance to save time and money. You may place your order by phone, fax, mail, or use our online ordering service at: www.freemanco.com.
- Orders received without payment or after the deadline date will be charged at the standard price.
- Copies of invoices may be picked up from the Service Desk prior to show closing.
- If you have questions or need assistance with any items not listed, please call and ask for your Exhibitor Sales Representative.

TELL US WHAT YOU THINK

Freeman is committed to providing great customer service. To help us serve you more effectively in the future, please visit the URL address below upon the completion of your show to provide feedback. Your input will provide the insight needed to ensure that our customer service is in line with your expectations.

<http://totalshow.custominsight.com/?JOB>

FREEMAN method of payment

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PROJECTWORLD & BUSINESSANALYSTWORLD

In order to authorize Freeman to invoice a third party for payment of services rendered to exhibitors, both the exhibiting company and the third party must complete this form and return it at least 14 days prior to show move-in.

EXHIBITING COMPANY AUTHORIZATION OF THIRD PARTY BILLING

"We understand and agree that we, the exhibiting company, are ultimately responsible for payment of charges and agree by submitting this form or ordering materials or services from Freeman, to be bound by all terms and conditions as described in the Terms & Conditions section of this services manual. In the event that the named third party does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the exhibiting company. All invoices are due and payable upon receipt, by either party. The items checked below are to be invoiced to the third party."

BY SUBMITTING THIS FORM OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

The undersigned expressly consents to the digital processing and transmission of personal data which may be transmitted to the United States of America.

EXHIBITOR NAME: (PLEASE PRINT)

EXHIBITOR SIGNATURE:

DATE:

EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME:

BOOTH #:

EXHIBITING COMPANY ADDRESS:

CITY/STATE/ZIP:

PHONE:

EXT.

FAX:

CONTACT'S E-MAIL:

Indicate which services are to be invoiced to the Third Party:

- ALL FREEMAN SERVICES
 I&D LABOUR/SUPERVISION
 RENTAL FURNITURE/CARPET/SIGNS OTHER _____

THIRD PARTY COMPANY INFORMATION

THIRD PARTY COMPANY NAME:

CONTACT NAME:

THIRD PARTY ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

PHONE:

EXT.

FAX:

CONTACT'S E-MAIL:

E-MAIL FOR INVOICE:

Invoices will be sent by e-mail. Please provide the e-mail address of the person who reconciles your invoices if different than contact's email.

THIRD PARTY CREDIT CARD AUTHORIZATION

- AMERICAN EXPRESS MASTERCARD VISA

CREDIT CARD ACCOUNT NO:

EXP. DATE:

CARDHOLDER NAME (PLEASE PRINT):

CARD TYPE:

AUTHORIZED SIGNATURE:

CARDHOLDER BILLING ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

FREEMAN third party authorization

PAYMENT AND LABOUR

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

The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE METHOD OF PAYMENT FORM IS SIGNED; OR
- AN ORDER FOR LABOUR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN, OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOUR SECURED THROUGH FREEMAN.

DEFINITIONS

For purposes of this Contract, "FREEMAN" means Freeman Decorating Services, Inc. and Freeman Decorating Ltd. and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in Canadian funds and all checks must be in Canadian funds. Orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals include delivery, installation, and removal from EXHIBITOR'S booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour "per person, per hour" charge will be applied for all labour orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. If the Show or Event is canceled because of reasons beyond FREEMAN'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR'S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State or Province in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any preapproved unpaid balance after the close of the show; terms will be net, due and payable in TORONTO, ONTARIO upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR'S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by the EXHIBITOR'S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR'S account.

LABOUR UNDER THE SUPERVISION OF EXHIBITOR

RESPONSIBILITIES:

EXHIBITOR shall be responsible for the performance of labour provided under this section. It is the responsibility of EXHIBITOR to supervise labour secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN'S Safe Work Rules and/or Federal, Provincial, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labour, and to return to the Service Desk to release labour when the work is completed.

INDEMNIFICATION:

EXHIBITOR agrees to indemnify, hold harmless, and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and/or property damage arising out of work performed by labour provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR'S indemnification of FREEMAN includes any and all violations of Federal, Provincial, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labour provided by FREEMAN to work in a manner that violates any of the above rules, regulations, and/or ordinances.

IMPORTANT

PLEASE REFER TO FREEMAN'S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO EXHIBIT TRANSPORTATION'S "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO SERVICES PROVIDED BY EXHIBIT TRANSPORTION BY FREEMAN. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.

MATERIAL HANDLING

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

The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THIS MATERIAL HANDLING AGREEMENT IS SIGNED;
- EXHIBITOR'S MATERIALS ARE DELIVERED TO FREEMAN'S WAREHOUSE OR TO AN EVENT SITE FOR WHICH FREEMAN IS THE OFFICIAL SHOW CONTRACTOR; OR
- AN ORDER FOR LABOUR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH THE FREEMAN COMPANIES.

1. DEFINITIONS For purposes of this Contract, "FREEMAN" means Freeman Decorating Ltd. Dba Freeman and its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

2. PACKAGING AND CRATES. FREEMAN shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed materials. In addition, FREEMAN shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

3. EMPTY CONTAINERS. Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or its representative. All previous labels must be removed or obliterated. FREEMAN assumes no responsibility for:

- Error in the above procedures;
- Removal of containers with old empty labels and without FREEMAN labels; or
- improper information on empty labels.

FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

4. INBOUND/OUTBOUND SHIPMENTS. Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or its representative, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier, and during such times, your materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. FREEMAN highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to FREEMAN by EXHIBITOR will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to FREEMAN and the actual count of such items in the booth at the time of pickup.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for loss, damage, theft, or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S appointed carrier, shipper, or agent for transportation after the conclusion of the show. FREEMAN loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. FREEMAN assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

6. DESIGNATED CARRIERS. In order to expedite removal of materials from show site as required by Show Management and/or the facility, FREEMAN shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITOR'S shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. In no event shall FREEMAN be responsible for any loss resulting from such rerouting designation.

7. FREEMAN'S RESPONSIBILITIES. FREEMAN shall be responsible only for those services which it directly provides. FREEMAN assumes no responsibility for any persons, parties, or other contracting firms not under FREEMAN'S direct supervision and control. FREEMAN'S performance hereunder is subject to, and FREEMAN shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond FREEMAN'S reasonable control, nor for ordinary wear and tear in the handling of materials.

8. INSURANCE. It is understood that FREEMAN is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide FREEMAN with a release of subrogation to the extent of any insurance settlement received.

9. CLAIM(S) FOR LOSS. EXHIBITOR agrees that any and all claims for loss or damage must be submitted to FREEMAN immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from FREEMAN'S warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against FREEMAN more than one (1) year after the date of loss or damage occurred.

a. **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due FREEMAN for its services as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction and shall be resolved on their own merits.

b. **MAXIMUM RECOVERY.** If found liable for any loss, FREEMAN'S sole and exclusive

MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is less.

c. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF FREEMAN HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

10. DECLARED VALUE. Declarations of Declared Value are between the EXHIBITOR and the selected Carrier ONLY, and are in no way an extension of FREEMAN'S maximum liability stated herein. FREEMAN will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, FREEMAN WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

11. JURISDICTION / ARBITRATION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be 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. The parties hereby confirm their express wish that this contract and all documents relating thereto be drawn up in English only, but without prejudice to any such documents or instruments which may from time to time be drawn up in French only, or in both French and English. Les parties aux présentes confirment leur volonté que le présent contrat de même que tous autres documents s'y rapportant soient rédigés en anglais seulement, mais sans préjudice cependant à tous tels document qui pourront à l'occasion être rédigés en français seulement ou à la fois en français et en anglais. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be 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. INDEMNIFICATION. EXHIBITOR agrees to indemnify and forever hold harmless FREEMAN 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 attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out or contributed to by any of the following:

- EXHIBITOR'S negligent supervision of any labour secured through TFC, or the negligent supervision of such labour by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (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 TFC'S equipment;
- EXHIBITOR'S violation of Federal, Provincial, State, County or Local ordinances;
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

13. WAIVER & RELEASE. EXHIBITOR, as a material part of the consideration to FREEMAN for material handling services, waives and releases all claims against FREEMAN with respect to all matters for which FREEMAN has disclaimed liability pursuant to the provisions of this Contract.

14. SEVERABILITY. If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

FREEMAN

