

MATERIAL HANDLING LIMITS OF LIABILITY AND RESPONSIBILITY

1. Hale Northeastern Inc. shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage.
2. Hale Northeastern Inc. shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's booth and left unattended.
3. Shipments received without receipts, freight bills, or specified unit counts on receipts or freight bills (i.e., one lot, 800 cu. ft., etc.), such as UPS or van lines will be delivered to the exhibitor's booth without guarantee of piece count or condition. No liability will be assumed by Hale Northeastern for such shipments.
4. Hale shall not be responsible for loss, damage, theft or disappearance of materials before they are picked up from exhibitor's booth for re-loading after the show. Bills of lading covering outgoing shipments, which are furnished to Hale by exhibitors, will be checked at time of actual pickup from booth and corrections made where discrepancies occur.
5. Hale shall not be responsible for any loss, damage, or delay due to fire, acts of God, strikes, lockouts or work stoppages of any kind, or to any cause beyond its control. Hale's liability shall be limited to the physical loss or damage to the specific article which is lost or damaged, and in any event Hale's maximum liability shall be limited to \$.30 per pound per article with maximum liability of \$50.00 per item and \$1000.00 per shipment, whichever is less.
6. Hale shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs, which may result from any loss or damage to an exhibitor's materials which may make it impossible or impractical to exhibit same.
7. The consignment or delivery of a shipment to Hale by an exhibitor, or by any shipper to or on behalf of the exhibitor, shall be construed as an acceptance by such exhibitor (and/or other shipper) of the terms and conditions set forth in this bulletin.
8. Hale shall not be responsible for theft or damage while empty crates are in storage.
9. Material left behind without orders at the Material Handling Desk may be classified as abandoned. The Material Handling Contractor shall not be responsible for same. We are not responsible for any delay of rush shipments. We will expedite such rush shipments to the best of our ability, but will not assume any financial responsibility for shipments which do not arrive at their destination at a dated time.
10. **EXHIBITORS ARE URGED TO CARRY ALL-RISK INSURANCE** covering your materials against damage, loss and all other hazards from the time shipments are made prior to the show until shipments are received back after the show. This can generally be done by adding "riders" to existing insurance policies, often at no additional cost. It is understood that Hale Northeastern Inc. is not an insurer, that insurance, if any, shall be obtained by the exhibitor and the amounts payable to Hale Northeastern are based on the value of the material handling services and the scope of Hale Northeastern liability as set forth above.

ORDER FOR MATERIAL HANDLING SERVICES:

We hereby authorize Hale Northeastern Inc. to handle our shipment(s) in accordance with the information set forth above in the "Limits of Liability" section of this form, and we further agree to the following:

- A. We agree to the "limitations of Hale's Liability and Responsibility" as set forth above.
- B. We agree that Hale's liability shall be limited to any loss or damage which results solely from Hale's negligence in the actual physical handling of the items comprising our shipment(s), and not for any other type of loss or damage.
- C. With particular reference to subparagraphs A and B of the above, we agree, in connection with the receipt, handling, storage, and re-loading of our materials at the convention site (as distinct from Hale's warehouse), that Hale will provide its services as our agent, and not as bailee or shipper. If any employee of Hale shall sign a delivery receipt, bill of lading, or other documents, we agree that Hale will do so as our agent, and we accept the responsibility therefore.
 1. Relative to outgoing shipments after the show, we recognize that there will be a lapse of time between the completion of packing and the actual pickup of our materials from our booth for loading into a carrier, and that during such time our shipment will be left unattended in our booth. We agree that Hale shall not be responsible for any loss or damage during such period, and we authorize Hale to adjust the quantities of items on any bill of lading left by us with Hale to conform to the actual count of such items in the booth at the time of pickup.
- D. Freight handling charges are the responsibility of the exhibitor to whom shipments have been consigned. Also, charges for loading out freight shipments are the responsibility of the exhibitor from whose booth shipments are made. Exhibitors may not assign this responsibility to suppliers or customers.
- E. We agree, in the event of a dispute with Hale relative to any loss or damage to any of our materials or equipment, that we will not withhold payment of any amount due to Hale for drayage or any other services provided by Hale as an offset against the amount of the alleged loss or damage. Instead, we agree to pay Hale within 30 days from the close of the show for all such charges, and we further agree that any claim we may have against Hale shall be pursued independently by us as a completely separate transaction to be resolved on its own merits.
- F. Where an exhibitor indicates choice of carrier for pickup it is the exhibitor's responsibility to arrange with such carrier for said pickup service. If the carrier does not pick up within the time limited for the removal of exhibitor's materials at the Exhibit Hall, we reserve the right to forward such material by the shipping method of our choice or to remove said material to our warehouse for disposition, at an additional charge to the exhibitor in accordance with prevailing rates for the service performed.
- G. In order to expedite removal of materials, Hale Northeastern Inc. shall have authority without further clearance from exhibitors, to change designated carriers. Where no disposition is made, materials will be taken to Hale Northeastern Inc. warehouse, awaiting exhibitor's shipping instructions, and charged accordingly.

I have read and understand the material handling rate sheet as well as the material handling limits of liability as stated on the enclosed sheets.

Show Name Intl. Colour Association Conference Company Name: _____

Print Name: _____ Booth No. _____

Signature: _____ Date: _____

THIS AUTHORIZATION MUST BE SIGNED AND RETURNED TO HALE NORTHEASTERN BEFORE FREIGHT SHIPMENTS CAN BE HANDLED