

TERMS & CONDITIONS - PAYMENT & LABOR

METROPOLITAN
exposition

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Home Textiles Sourcing Expo

July 19-21, 2011

Jacob K. Javits Convention Center

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 Metropolitan Exposition Services, Inc. and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- The Payment Authorization Form is signed; or
- An order for labor, services and/or rental equipment is placed by exhibitor with Metropolitan Exposition Services, Inc.; or
- Work is performed on behalf of exhibitor by labor secured through Metropolitan Exposition Services, Inc.

DEFINITIONS

For purposes of the contract, "Metropolitan Exposition Services, Inc.," ("Metropolitan") means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors Metropolitan Exposition Services, Inc. may appoint. The term "Exhibitor" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. 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 Metropolitan 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 labor orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. If services have already been provided at the time of cancellation, a 30% restocking fee will be applied to all Metropolitan rental items with the exception of Custom-Cut carpet and any other custom-order items, which will remain at 100% of the original charge. If the show or event is canceled because of reasons beyond Metropolitan's control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. Metropolitan will not issue refunds to Exhibitor of any payments made before the date of cancellation. It is exhibitor's responsibility to advise the Metropolitan Service Desk Representative of any 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, Metropolitan requires an exemption certificate for the State 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, Metropolitan 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 pre-approved unpaid balance after the close of the show, terms will be net, due and payable in Carlstadt, New Jersey upon receipt of invoice. Effective thirty (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, any excess finance charge received by Metropolitan shall be either applied to reduce the principal unpaid balance or refunded to the payer. These payment terms and conditions shall be governed by and construed in accordance with the Laws of the State of New Jersey. In the event of any dispute between the Exhibitor and Metropolitan 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 Metropolitan for its services, as an offset against the amount of any alleged loss or damage. Any claim against Metropolitan shall be considered a separate transaction, and shall be resolved on its own merits. Metropolitan reserves the right to charge Exhibitor for the difference between the Exhibitor's estimate of charges and the actual charges incurred by the Exhibitor, or for any charges that Metropolitan 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, Metropolitan hereby provides notice that it reserves the right, and Exhibitor authorizes Metropolitan, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on Exhibitor's account.

LABOR UNDER THE SUPERVISION OF METROPOLITAN – RESPONSIBILITIES:

Metropolitan shall be responsible for the performance of labor provided under this option. Metropolitan does not assume responsibility for any acts of, or loss to, persons, parties an/or other contracting firms not under Metropolitan's direct supervision and control. In no event shall Metropolitan be liable for loss or damage caused by delay in labor beginning work when Exhibitor requests labor to begin later than the start of the working day. Metropolitan shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond Metropolitan's reasonable control.

INDEMNIFICATION:

Metropolitan agrees to indemnify, hold harmless, and defend Exhibitor 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 Metropolitan's employees, or property damage arising out of work performed by labor provided by and supervised by Metropolitan except when Exhibitor exercises direction and/or control over the work being performed.

LABOR UNDER THE SUPERVISION OF EXHIBITOR – RESPONSIBILITIES:

Exhibitor shall be responsible for the performance of labor provided under this option. It is the responsibility of exhibitor to supervise labor secured through Metropolitan 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 Metropolitan's Safe Work Rules and/or Federal, State, County and Local ordinances, rules an/or regulations, including but not limited to show or facility management rules and regulations. It is the responsibility of Exhibitor to check in with the Metropolitan Service Desk to pick up labor and to return to the Service Desk to release labor when the work is completed.

INDEMNIFICATION:

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