

FOR GES USE ONLY	
LOGISTICS ROUTING	
JOB#	Corp. Acct. <input type="checkbox"/>
CUSTOMER#	CC ON FILE <input type="checkbox"/> Show Org <input type="checkbox"/>
RECEIVED (DATE/TIME/NAME)	
TARGET OUT DATE & TIME	



GES FORM #1087 Rev. (01/19)
DRIVER AFFIX PRO NUMBER LABEL HERE

ORDER FORM FOR MATERIAL HANDLING SERVICES  
STRAIGHT BILL OF LADING - NOT NEGOTIABLE

INSTRUCTIONS:

MUST BE LEGIBLY PRINTED IN INK. COMPLETE ALL SHADED AREAS, RETURN COMPLETED AGREEMENT TO GES SERVICENTER® WHEN MATERIALS ARE PACKED AND READY FOR SHIPMENT.

**FROM:**

Exhibiting Company Name \_\_\_\_\_ Booth No. \_\_\_\_\_  
 Shipping Location/Exhibit Facility \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Name of Event \_\_\_\_\_ Date Prepared \_\_\_\_\_  
 Contact Email \_\_\_\_\_ NUMBER OF SEPARATE DESTINATIONS IN BOOTH: 1 2 3 4 OR MORE

**TO:**

Consigned to (Ship to) \_\_\_\_\_ Booth No. \_\_\_\_\_  
 Destination (Street Address) \_\_\_\_\_  
 City \_\_\_\_\_ State/Country \_\_\_\_\_ Zip \_\_\_\_\_  
 Attention \_\_\_\_\_ Name of Event \_\_\_\_\_ Cell Phone \_\_\_\_\_

SHIP VIA:  GES Logistics  Other Carrier \_\_\_\_\_  Exhibitors Vehicle/Other \_\_\_\_\_  
 MODE:  Ground  Air ( Next Day,  2nd Day)  Vanline  Flat Bed  Int'l ( DTA  DTD  DTP)  Residential  Inside  Lift Gate  Pallet Jack

↓ Mark "X" in the H/M column to designate hazardous materials as defined in Department of Transportation Regulations  Call Before Delivery (Must Provide Cell Phone)

CHECKER	H/M	PIECES	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Sub. to Cor.)	FOR GES USE ONLY
			Crates (wooden) Exhibition Material KD		
			Cartons (Cardboard)		
			Fiber Cases/Trunks		
			Skids/Pallets		
			Carpets (Color _____)		TRAILER NO.
			Padded Display		DATE/TIME LOADED
			Machines		CHECKER SIGNATURE
			Miscellaneous (need description)		
			TOTAL		

**BILL FREIGHT CHARGES TO:** Company Name \_\_\_\_\_ Attention \_\_\_\_\_  
 Permanent Address of Company: Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone No. ( ) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_ HazMat No. ( ) \_\_\_\_\_ - \_\_\_\_\_

EXCEPTION INFO
CAUSE
ACTION
DATE/TIME
NAME

IN THE EVENT SHIPMENT HAS NOT BEEN PICKED UP BY THE SHOW DEADLINE, GES IS AUTHORIZED TO:

1) Use GES Logistics or carrier of GES choice to provide transportation and charge credit card, or invoice according to GES payment policy.  
 2) Return shipment to warehouse (where available), assess all associated charges per GES Material Handling schedule and charge credit card, or invoice according to GES payment policy.

(FAILURE TO SELECT ONE OF THE ABOVE OPTIONS WILL RESULT IN ROUTING AT GES DISCRETION, FREIGHT WILL MOVE AT CLASS-125, UNDER THE NMFC. ALL APPLICABLE TRANSPORTATION CHARGES WILL APPLY)

NOTE 1: STOP! YOU MUST READ THE BACK OF THIS FORM BEFORE GOING ANY FURTHER....  
 I HAVE READ THE TERMS AND CONDITIONS SET FORTH ON THE BACK OF THIS FORM AND I UNDERSTAND THE CONTENTS THEREOF.  
 I HAVE THE AUTHORITY TO BIND THE ABOVE-REFERENCED EXHIBITING COMPANY, WHICH HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THIS FORM.

NOTE 2: LIABILITY IS LIMITED TO \$0.50 PER POUND PER PACKAGE, \$100.00 PER PACKAGE, OR \$1,500.00 PER OCCURRENCE, WHICHEVER IS LESS.

NOTE 3: Declared Value \_\_\_\_\_. Excess Declared Value available from GES, up to \$20,000.00. Excess Declared Value not available for items listed in the GES Logistics Terms and Conditions. Excess Declared Value cannot be purchased for outbound only shipments.

CHECK HERE, IF REQUESTING EXCESS DECLARED VALUE (\$2.00 PER \$100.00 OF EXCESS VALUATION WILL BE ASSESSED, \$100.00 MIN CHG.) DOMESTIC AIR AND INTERNATIONAL TRANSPORTATION, CHARGES WILL BE CALCULATED USING DIM OR ACTUAL WEIGHT WHICH EVER IS GREATER SHALL APPLY. NOTE: EXCESS DECLARED VALUE CANNOT BE PURCHASED FOR OUTBOUND ONLY SHIPMENTS.

CUSTOMER IS RESPONSIBLE FOR THEIR GOODS UNTIL THEY ARE PICKED UP BY THE CARRIER.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between GES and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by GES and are available to the shipper on request;

<p><b>COMPANY NAME:</b> _____</p> <p><b>SIGNATURE:</b> _____</p> <p><b>PRINT NAME:</b> _____ <b>DATE:</b> _____</p> <p style="font-size: x-small;">This is to certify that the above named articles are properly packaged, marked and labeled, and are in proper condition for transportation according to the applicable government regulations.</p>	<p>Received in apparent good order, except as noted:</p> <p>Carrier Name _____ Date _____</p> <p>Agent/Driver (Signature) _____</p> <p>Agent/Driver (Print) _____ Phone _____</p>
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STAT 10107

## GES LOGISTICS TERMS AND CONDITIONS OF CONTRACT

By acceptance of services of GES or Agents, Customer and any other party with an interest in the goods agree to these Terms and Conditions of Contract. GES TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT GES' SOLE DISCRETION WITHOUT NOTICE TO ANY PARTIES – Rev. 2/10

**I. Definitions** GES: Global Experience Specialists, Inc. is hereinafter referred to as 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; **Consignee:** Party to whom goods are shipped; **ICCTA:** Part B 49 U.S.C. Sections 13101 – 14914, of the ICC Termination Act of 1995; **HAZMAT:** Those articles, commodities and/or goods defined as hazardous in 49 CFR Parts 171-177. **Services:** Warehousing, transportation, drayage, and/or related services.

### II. Scope

These Terms and Conditions shall be binding upon Customer, GES, and their respective Agents, representatives, Shipper and Consignee, 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, Shipper, and Consignee shall be jointly 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 on-line, via fax, phone or through a work order on 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 cash 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 1/2% per month until paid.

c. **Proper Description.** Customer is obligated to disclose to GES and Carrier if Customer's packages contain items that are considered Hazardous Materials or Dangerous Goods. Customer has the obligation to ensure that each package is properly and completely described, is properly marked and addressed, and is packaged adequately to protect the contents during transportation. Customer must provide all documentation for HAZMAT shipping as required by the Department of Transportation. Customer hereby agrees to provide GES and Carrier with accurate information in order to allow for all proper disclosures to be made on Customer's shipment. Customer is responsible for all placarding.

### IV. Mutual Obligation Indemnification

a. **ICCTA Waiver.** Customer and GES expressly and mutually waive, to the extent permissible under law, any and all rights and remedies each may have under ICCTA to the extent those provisions conflict with these Terms and Conditions.

b. **Customer to GES.** Customer shall defend, hold harmless and indemnify GES from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's 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 subcontractor or other user of its space or any agents or employees engaged in business on behalf of Customer or present at Customer's 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. Unless otherwise agreed, Customer agrees to indemnify and GES harmless for any transportation charges. **CUSTOMER ACKNOWLEDGES THAT THE SHOW SITE IS AN ACTIVE WORK ZONE AND CUSTOMER, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES ARE PRESENT AT THEIR OWN RISK.**

c. **GES to Customer.** To the extent of GES' 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 attorney's 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.**

### 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 piece count 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. **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.

f. **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.

g. **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 of 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.

h. **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.

i. **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 Customer's 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.

### 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.

d. **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.**

e. **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 two (2) years of the date of declaration of any part of a claim.

e. **Excess Declared Value:** Customer may obtain a higher limitation of liability, up to \$20,000 per shipment as follows: **1. To request Excess Declared Value,** (a) Customer must state the Excess Declared Value amount in the space provided on the GES services order forms, and on the Material Handling Order Form; and; (b) Check the box requesting Excess Declared Value, and; (c) Pay the appropriate charge for Excess Declared Value prior to shipment date. **2. Cost – Excess Declared Value** is available from GES for \$2.00 per \$100.00 of Excess Declared Value with a \$100.00 minimum charge. **3. Not Insurance – Excess Declared Value is NOT INSURANCE. GES IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE.** GES will not be liable or responsible for loss or damage to Customer Goods, unless such loss or damage is caused by GES' negligence.

**Excess Declared Value is not available for: plasma screens, LCD screens, electronic equipment, original art, one of a kind items and/or prototypes. Declared Value may never be purchased in excess of \$20,000 for purposes of this provision.** GES' liability in all circumstances shall be limited to the amount of this cap. Notwithstanding the foregoing, all shipments containing the following items of extraordinary value are limited to the maximum declared value of \$500.00 (USD). **1. Clocks, jewelry, including costume jewelry, furs or items trimmed in fur; 2. Coins, money, currency, gift certificates, gift cards, debit cards or credit cards; 3. Personal effects including without limitation, clothing, paper and documents or any other items of extraordinary value.** In addition, any Declared Value in excess of the maximum stated above is null and void and the acceptance by GES for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Under no circumstance will GES be responsible for any incidental, consequential or punitive damages due to loss, damage, theft or delay of Goods or any other causes.

### IX. Jurisdiction, Choice of Forum

This Agreement 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 Oregon. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of Oregon, or as applicable depending upon jurisdiction, the Multnomah County Circuit Court in Portland, Oregon.

### 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.

These terms apply to your order