

STRONCO TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using the SITE. By using the SITE, you acknowledge having read the Terms and Conditions; moreover, your use of the SITE confirms your unconditional acceptance of the Terms and Conditions listed hereunder. In the event that you do not wish to be bound by these Terms and Conditions, you may not use the SITE, nor may you order products through the SITE.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Contract, the term "STRONCO" means Stronco Designs Inc. and its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors STRONCO may appoint. The term "EXHIBITOR" means the exhibitor or the customer and their respective employees, agents and representatives and also includes any Exhibitor Appointed Contractors (EAC) or Customer Appointed Contractors (CAC).

2. ACCEPTANCE OF CONTRACT

The Terms and Conditions set forth below become a part of the Contract between STRONCO and you, the EXHIBITOR. Acceptance of said terms and conditions will be deemed to be accepted when any of the following conditions are met:

- a. The Method of Payment Form is signed; or
- b. An Order for Labour, Services, and / or Sale of Goods, and / or Rental Equipment is placed by the EXHIBITOR with STRONCO, or
- c. Work is performed on behalf of the EXHIBITOR by labour secured through STRONCO.

3. PAYMENT TERMS

Payment in full, including all applicable taxes, is required at time of order placement. All payments must be in Canadian dollars. All prices are for the duration of the show, unless otherwise stated. For those EXHIBITORS who are tax exempt a certificate of exemption is required for the Province in which STRONCO'S services are used. All orders must be received prior to 5:00 pm EST on the Deadline Date in order to receive pre-show pricing. If no Deadline Date is specified, orders must be received 14 days before show set-up to receive Pre-Show Pricing. All orders received after the Deadline Date will be processed at the stated "After Deadline Date" price and are subject to availability. Credit Card / Debit Card payments only will be accepted on site. Credit Card payments will only be accepted online. If the payment is rejected on the EXHIBITOR'S credit card for any reason by EXHIBITOR'S credit card company, the EXHIBITOR authorizes and agrees to allow STRONCO to continue to secure payment through that credit card until the balance is paid in full. The EXHIBITOR authorizes and agrees to allow STRONCO to charge the difference between the EXHIBITOR'S estimate of charges and the actual costs incurred by/or on behalf of the EXHIBITOR. STRONCO reserves the right to make colour selections on behalf of the EXHIBITOR if the choice of colour for required rental items has not been indicated upon submission of order forms. STRONCO

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also reserves the right to make substitutions where necessary of an equal or greater value. All claims / discrepancies must be settled prior to show closing. With the exception of noted sale items, all equipment, furniture and materials are deemed to be on a rental basis for the duration of the event or show and remain the property of STRONCO. Any EXHIBITOR material shipments returned to STRONCO'S warehouse will be subject to additional charges. STRONCO will not be responsible for any materials or products left in exhibits, counters, storage units or showcases.

4. REFUND POLICY

A refund of 70% will be allowed on all written cancellations of Rental Show Service items received 7 days prior to set-up. Refunds will not be given on Signage or Graphics nor will refunds be given for orders cancelled on-site. A refund of 70% will be allowed on all written cancellations of Non-Custom Exhibits received 7 days prior to set-up.

5. LABOUR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

The EXHIBITOR shall be responsible for the performance of labour provided under this section. It is the responsibility of EXHIBITOR to supervise labour secured through STRONCO in a reasonable manner so as to prevent bodily injury and/or property damage and also to direct the supervised labour to work in a manner that is in compliance with STRONCO'S Safe Work Rules or Federal and Provincial laws and Show and/or Facility Management rules and/or regulations. It is the responsibility of the 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.

6. INSTALL AND DISMANTLE LABOUR, MATERIAL HANDLING LABOUR

This order is placed with the specific understanding that we hereby release STRONCO, its employees and/or agents from all liability for loss, theft and/or damage of or to our merchandise and property, no matter how caused, and that the EXHIBITOR has insured all such properties being handled. The charge for this order is only for duration of show and any shipments brought back to STRONCO'S warehouse will be subject to additional charges.

7. 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 the 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. STRONCO 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. STRONCO highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to STRONCO by the 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 STRONCO and the actual count of such items in the booth at the time of pickup.

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8. CUSTOMS AND TRANSPORTATION SERVICES PROVIDED BY STRONCO AND/OR ITS AGENTS

Any order is placed with the specific understanding that the EXHIBITOR hereby releases STRONCO and/or its agents from all liability for loss, damage and or theft to the EXHIBITOR'S merchandise and property, no matter how caused, and the EXHIBITOR has insured all such properties being handled.

- a. STRONCO and/or its agent shall not be responsible for damage to uncrated materials, improperly packaged or concealed damage.
- b. STRONCO and/or its agent will not be responsible for any loss/damage/delay due to fire, flood, acts of god, strikes, lock outs, civil disturbance, or any circumstance of any kind beyond their control.
- c. STRONCO and/or its agent liability are outlined in the Cargo Insurance /Declared Value section of the Customs and Transportation Service Order Form. The EXHIBITOR must ensure that they are self insured or the EXHIBITOR must declare a value for carriage and pay the charges applicable for the service.
- d. STRONCO and/or its agent shall not be liable to any extent whatsoever for the actual, potential or assumed loss or profit or revenue, or damages that are incidental, consequential or punitive, or for any collateral costs which may result from any loss or damage to an EXHIBITOR'S materials which make it impossible or impractical to exhibit same.
- e. Each EXHIBITOR is responsible to declare all hazardous materials and abide by all Federal, Provincial and local laws.

9. ADVANCE SHOW RECEIVING

STRONCO will not be held responsible for concealed damage upon delivery to advance warehouse, or damage or loss of merchandise after delivery to the booth before or during installation time, or at conclusion of show, prior to delivery to common carrier. Shipments should be insured by the EXHIBITOR for coverage when out of the care, custody and control of STRONCO. Condition at time of actual removal will be final and binding and the right is reserved to alter the EXHIBITOR'S bill of lading to reflect actual condition, count and contents found. STRONCO will not be responsible for damages while handling loose exhibit materials or those inadequately packed. STRONCO will not be responsible for failure or delay in performing services herein when delay is caused by force majeure or any other cause beyond its control. It shall be the owner's responsibility to secure and maintain loss or damage insurance coverage for their exhibit properties. All claims or discrepancies must be settled at the STRONCO service counter.

10. STORAGE

STRONCO will not be held responsible for concealed damage or for damage or loss of merchandise after delivery to the booth before or during installation time, or at conclusion of show prior to delivery to common carrier. Shipments should be insured by the EXHIBITOR for coverage when out of the care, custody and control of STRONCO. The condition, count and contents of the materials found in the a booth at time of actual removal will be final and binding and the right is reserved to alter the EXHIBITOR'S bill of lading to reflect actual condition, count and contents found. STRONCO will not be responsible for damages while handling loose exhibit materials or those inadequately packed. STRONCO will not be responsible for failure or delay in performing service herein when delay is

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caused by force majeure or any other cause beyond its control. A 30% surcharge will be applied to all uncrated materials to cover the extra time and care required to handle these shipments.

11. PACKAGING AND CRATES

STRONCO 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, STRONCO 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.

12. EMPTY CONTAINERS

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 representative. All previous labels must be removed or obliterated. STRONCO assumes no responsibility for:

- a. Error in the above procedures;
- b. Removal of containers with old empty labels and without STRONCO labels; or
- c. Improper information on empty labels. STRONCO WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

13. DELIVERY TO THE CARRIER FOR RELOADING

STRONCO 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. STRONCO shall load 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. STRONCO assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

14. DESIGNATED CARRIERS

In order to expedite removal of materials from show site as required by Show Management and/or the facility, STRONCO 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 STRONCO be responsible for any loss resulting from such rerouting designation.

15. STRONCO'S RESPONSIBILITIES

STRONCO shall be responsible only for those services which it directly provides. STRONCO assumes no responsibility for any persons, parties, or other contracting firms not under STRONCO'S direct supervision and control. STRONCO'S performance hereunder is subject to, and STRONCO shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural

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elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond STRONCO'S control including any acts of force majeure, nor for ordinary wear and tear in the handling of materials.

16. INSURANCE

It is understood that STRONCO is not an insurer. Insurance on exhibit materials, if any, shall be obtained by the EXHIBITOR in amounts and for perils determined by the EXHIBITOR. It shall be the EXHIBITOR'S responsibility to secure and maintain loss or damage insurance coverage for their exhibit properties. The EXHIBITOR agrees to provide STRONCO with a release of subrogation to the extent of any insurance settlement received.

17. CLAIM(S) FOR LOSS

The EXHIBITOR agrees that any and all claims for loss or damage must be submitted to STRONCO 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 the EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from STRONCO'S warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against STRONCO 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 STRONCO relative to any loss, damage, or claim, the EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due STRONCO for its services as an offset against the amount of any alleged loss or damage. Any claims against STRONCO shall be considered a separate transaction and shall be resolved on their own merits.

b. **MAXIMUM RECOVERY.** If found liable for any loss, STRONCO'S sole and exclusive MAXIMUM liability for loss or damage to the EXHIBITOR'S materials and the EXHIBITOR'S sole and exclusive remedy is limited to \$.30 (CAD) per pound per article with a maximum liability of \$50.00 (CAD) per item, or \$1,000.00 (CAD) per shipment whichever is less.

c. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL STRONCO 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 STRONCO 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 STRONCO 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.

18. DECLARED VALUE

Declarations of Declared Value are between the EXHIBITOR and the selected Carrier ONLY, and are in no way an extension of STRONCO'S maximum liability stated herein. STRONCO will use

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commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, STRONCO 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.

19. JURISDICTION / ARBITRATION

THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO 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 JURISDICITON IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO.

20. LANGUAGE

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 presentes ont exige que le present contrat et tous autres contrats aux presentes soient rediges en langue anglaise.

21. WAIVER & RELEASE

The EXHIBITOR, as a material part of the consideration to STRONCO for material handling services, waives and releases all claims against STRONCO with respect to all matters for which STRONCO has disclaimed liability pursuant to the provisions of these Terms and Conditions.

22. SEVERABILITY

Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these terms and conditions, all without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of such provision in any other jurisdictions.

23. INDEMNIFICATION

The EXHIBITOR agrees to indemnify and forever hold harmless STRONCO and it's 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 by reason of or in connection with or contributed by the (a) conduct, (b) actions, or (c) omissions, of EXHIBITOR in breach of the terms and conditions contained herein.