



LIMITS OF LIABILITY

1. PREMIER shall not be responsible for damage to uncrated materials, improperly packed, or concealed damage.
2. PREMIER will not be responsible for loss, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's space.
3. PREMIER shall not be responsible for loss, theft, or disappearance of materials before they are picked up from exhibitor's space for re-loading after the show.
4. PREMIER not be liable to any extent whatsoever for any actual, potential, of assumed loss of profits or revenues, or for any collateral costs which may result from any loss or damage to an exhibitors material which make it impossible to exhibit same.
5. The consignment of delivery of a shipment to PREMIER by an exhibitor, or by any shipper on behalf of any exhibitor shall be construed as an acceptance by such exhibitor of the terms and conditions set forth in this bulletin.
6. PREMIER shall exercise ordinary diligence and care in the receiving, handling, and storage of all shipments. PREMIER shall not be liable for loss or damage by fire, acts of God, or causes beyond its control. PREMIER liability shall be limited to the physical loss or damage to the specific article, which is lost or damaged. In any case, the liability of PREMIER is limited to \$.30 per pound per article, with a maximum of \$50.00 per item, and maximum of \$1000.00 per shipment. This applies while these goods are in PREMIER custodial care.
7. Claims for loss or damage which are not submitted to PREMIER within 30 days of the close of the show on which the loss or damage occurred shall be considered waived. No suit or action shall be brought against PREMIER Exhibit Services or its subcontractors more than one (1) year after the accrual of the cause of action therefore.
8. 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 space without guarantee of piece count or condition. No liability will be assumed by PREMIER for such shipments.
9. Empty container labels will be available at the service desk. Affixing the labels is the sole responsibility of the exhibitor or his/her representative. All previous labels should be removed or completely covered. PREMIER assumes no responsibility for errors to the aforementioned procedure, removal of containers with old empty labels and without PREMIER labels, improper information on empty labels, or valuables stored in containers with empty labels.
10. Exhibitors should arrange for outgoing shipments during the show or immediately after its close. PREMIER will assist in the preparation of bills of lading. Be sure that your material has been carefully crated or packed, and properly tagged or marked.
11. Labor and services ordered on behalf of exhibitors by display builders or other parties must be so authorized in a letter from exhibitors. Payment for all labor and services will be the responsibility of the exhibitor.
12. 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 space shipments are made. Exhibitors may not assign this responsibility to suppliers or customers. The exhibitor agrees, in the event of a dispute with PREMIER relative to any loss or damage to any of their materials or equipment that they will not withhold payment of any amount due to PREMIER for Drayage or any other services provided by PREMIER as an offset against the amount of the alleged loss or damage. Instead, they agree to pay PREMIER at the close of the show for all such charges, and they further agree that any claim they may have against PREMIER shall be pursued independently by them as a completely separate transaction to be resolved on its own merits.
13. A Service Charge of 1 ½% per month on any unpaid balance will be made starting 30 days after the date of the invoice.
14. 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 pickup within the time limited for the removal of exhibitor's materials at the Hotel, 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.
15. Material left behind without orders placed at the Drayage Service Desk may be classified as abandoned. The Drayage 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.
16. **Exhibitors are urged to carry ALL-RISK INSURANCE** to protect against damage, loss, and all other hazards, from the time materials leave the place of origin until they are returned after the show. This can usually be done by riders to existing policies.