EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND SHIPPING LABELS. WE WOULD BE
HAPPY TO PREPARE THESE FOR YOU AND DELIVER THEM TO YOUR BOOTH PRIOR TO SHOW CLOSE. TO TAKE
ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE AND RETURN THIS FORM TO THE FREEMAN SERVICE CENTER.

For fast, easy ordering, go to www.freeman.com

SHIPPING INFORMATION

METHOD OF SHIPMENT

Select a Carrier:

☐ Freeman Exhibit Transportation
☐ Other Carrier

Freeman will make arrangements for all Freeman Exhibit Transportation shipments.
Arrangements for pick-up by other carriers is the responsibility of the exhibitor.

Select a Level of Service:

☐ 1 Day: Delivery next business day
☐ 2 Day: Delivery by 5:00 PM second business day
☐ Deferred: Delivery within 3-5 business days
☐ Standard Ground
☐ Specialized: Pad wrapped, uncrated, or truckload

Select Shipment Options (if applicable)

☐ Have loading dock
☐ Inside delivery
☐ Pad wrap required
☐ Do not stack
☐ Lift gate required
☐ Air ride required
☐ Residential

Select Desired Number of Labels: ____________

Once your shipment is packed and ready to be picked up from your booth, please return completed the Material Handling Agreement to the Freeman Service Center. Shipments without a Material Handling Agreement turned in will be returned to our warehouse at exhibitor’s expense.
Freeman only accepts payment information electronically. Place your order on FreemanOnline or follow the steps below to provide your payment information electronically and submit your order forms.

**Freeman will no longer accept cash payments for any Freeman Services.**

**1. Submit your payment information**
Proceed to our electronic Freeman Pay site to securely submit your payment information [https://www.freemanpay.com/452780](https://www.freemanpay.com/452780)

**2. Submit your order**
Upload your order forms through the same link used to submit your payment information

- Both your order and your payment must be received by the discount deadline date to guarantee discount pricing.
- Orders received without payment or after the discount price deadline date will be charged at the standard price.
- Copies of invoices may be picked up from the Freeman Service Center prior to show closing.
PAYMENT & LABOR

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 FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

• THE METHOD OF PAYMENT FORM IS SIGNED; OR
• AN ORDER FOR LABOR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN; OR
• WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

DEFINITIONS

For purposes of this Contract, “FREEMAN” or “The Freeman Companies” means Freeman Expositions, LLC., Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Exhibit Surveys, LLC., Freeman Exhibit, Freeman Transportation, FreemanXP, LLC., Stage Rigging, LLC., The Freeman Company, Freeman Electrical, LLC., Freeman Digital Ventures, LLC., and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term “EXHIBITOR” means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors (“EAC”).

PAYMENT TERMS

Full payment, including any applicable tax, is due in advance at show site. All payments must be in U.S. secure 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 charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR’S booth. Rental prices on Audio Visual equipment and computers do not include labor, delivery, electrical services or removal of the equipment from the 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 canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. If the Show or Event is canceled because of re-asons beyond FREEMAN’s control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR’s responsibility to advise the FREEMAN Service Center Representative of 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, FREEMAN 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, FREEMAN 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 DALLAS, TEXAS upon receipt of invoice. Effective 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 prepaid 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, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN 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 FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR’S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, excluding without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

ELECTRICAL

If FREEMAN provides electrical services, claims will not be considered, or adjustments made unless filed in writing, by EXHIBITOR, prior to the close of the event. FREEMAN is not responsible for any damage or loss caused by the loss of power beyond its control and EXHIBITOR agrees to hold FREEMAN, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. EXHIBITOR shall indemnify and hold harmless FREEMAN, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys’ fees) arising out of or in any way connected with EXHIBITOR’S actions or omissions under this Agreement. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

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 FREEMAN 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 FREEMAN’S Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. If any labor secured through Freeman is conducting overhead work, the Exhibitor is responsible for ensuring that everyone in the area of overhead work is wearing a hard hat. If the Exhibitor does not have its own hard hats, Freeman can assist with obtaining them. It is the responsibility of EXHIBITOR to check in with the 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 FREEMAN 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 FREEMAN employees, and/or property damage arising out of work performed by labor provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR’S indemnification of FREEMAN 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 FREEMAN to work in a manner that violates any of the above rules, regulations, and/or ordinances.

IMPORTANT

PLEASE REFER TO FREEMAN’S “MATERIAL HANDLING TERMS & CONDITIONS” AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO THE “SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT” AS IT RELATES TO TRANSPORTATION SERVICES. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED.
YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. Acceptance of said terms and conditions will be considered as your assent to the following conditions when the Material Handling Agreement is signed by Freeman: when Freeman is engaged with a Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied. Freeman will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier ONLY, and are in no way an extension of Freeman’s maximum liability stated herein. Freeman recommends the securing of security services from Facility or Show Management. All MHA’s submitted to Freeman by 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 Freeman and the actual count of such items in the booth. Freeman 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 shipment instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.

7. FORCE MAJEURE. Freeman’s performance hereunder is subject to, and Freeman will be excused from, the performance of its obligations hereunder to the extent that such performance is delayed or prevented by acts of God, labor disputes, technical problems, strikes, civil disturbances, or any other event beyond Freeman’s reasonable control. Freeman shall have the right to suspend or discontinue performance of any services, on any account, if Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

13. WAIVER & RELEASE. Exhibitor, as a material part of the consideration to Freeman for material handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has disclaimed liability pursuant to the provisions of this Contract.

14. DRIVER LIABILITY WAIVER, IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES, YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND DANGERS OF ALL THE RULES FOR SAFE OPERATION YOU, YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.
FREEMAN terms & conditions

PRESENTED BY FREEMAN DECORATING SERVICES, INC., ITS SUBSIDIARIES, DIRECTORS, AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, LICENSEES, CONTRACTORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS AND AFFILIATED COMPANIES (COLLECTIVELY "FREEMAN"), TOGETHER WITH THE SHIPPER ("SHIPPER") TO PROVIDE WAREHOUSE SERVICES (THE "CONTRACT"), SHIPPER AGREES TO PAY FREEMAN FOR THE SERVICES Rendered HEREUNDER, AND FREEMAN AGREES TO RENDER THE SERVICES Rendered HEREUNDER.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper's payments and Freeman's services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request Form and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations. Neither this Contract nor any of its terms shall be amended or modified except as may be evidenced in writing signed by an officer of Freeman and an authorized representative of Shipper.

3. Freeman's RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for the performance of individuals of firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, death, or damage beyond its reasonable control, including, but not limited to a limitation or an act of God or a contingency or cause beyond Freeman's control.

4. PACKAGING AND CRATES: Shipper's property must be well packed for safe and secure handling, storage, and shipment. Each piece should be legibly and durably marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used repetitively by Shipper, Shipper must remove all old labels, tags, markings, etc. and Shipper must ensure that the container retains its original packaging. Freeman cannot and does not assume any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, packing material, or the property of others. Freeman shall not be responsible for damage to perishable commodities, the integrity of a shipment is in question. Freeman reserves the right to improve packaging at shipper's expense.

5. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignee, Freeman's liability shall then become that of a warehouseman.

6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: FREEMAN'S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND;

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION: SHIPPER understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, it is irrevocably committed to the handling and care of its property by Freeman. Shipper agrees to indemnify, defend, and hold harmless Freeman against all claims, losses, damages, costs, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of or arising from its property. FREEMAN WILL NOT BE RESPONSIBLE FOR ANY DAMAGES INCURRED UNTIL SHIPMENT IS RETURNED TO SHIPPER.

8. CLAIMS: Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of damage or loss which could not have been noted at the time of delivery, within five (5) business days of delivery of any loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via email at exhibit.transportation@freeman.com within five (5) business days of receipt of the property. If Carrier schedules an inspection, claimant must hold the shipment, all packaging material and contents in the same condition as they were when in damage was discovered. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest indicates that the consignee or the Consignee's agent has reviewed the shipment and has accepted its condition. In the event of a claim for loss or damage, the claimant must notify Freeman within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by the Consignee. Notice of loss or damage MUST be reported to Freeman at 800-999-3579. The shipment, its container(s), and packing material must be made available to Freeman for inspection within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising from the shipment shall be determined by Freeman, which shall have the right to name an expert to determine the cause of the claim. All claims for loss or damage must be made in writing to Freeman within sixty (60) calendar days after the notice of loss or damage is received. No action for loss or damage may be brought against Freeman unless the claim is submitted within the time periods herein. Freeman reserves the right to periodically embargo regions of the world due to conditions that might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, packing material, or the property of others. Freeman shall not be responsible for damage to perishable commodities. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper's expense.

9. CHOICE OF FORUM: THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE STATE'S CONFLICT OF LAWS RULES. FREEMAN AND SHIPPER AGREE THAT ANY CLAIM OR DISPUTE OF ANY SORT ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OF INADEQUATE PERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME, SHALL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE UNITED STATES ARBITRATION ASSOCIATION WILL APPOINT THE ARBITRATION PANEL. ANY DISPUTE SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

10. MISCELLANEOUS: Shipper waives the accuracy of the weight and dimension data furnished in this Contract. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, it is irrevocably committed to the handling and care of its property by Freeman. Shipper agrees to indemnify, defend, and hold harmless Freeman against all claims, losses, damages, costs, judgments, and expenses awarded for gross of the property and all matters related to payment for the shipment.

Freeman REV 08/18
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, Inc., and its respective emplaus, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the property is being transported, and including (without limiting the generality of the preceding sentence), consignors, consignees, or their respective agents, or parties to any shipment. The term “Consignment” means trade of property, and contracts appointed by the Shipper, excluding only Freeman. “Property” is all objects of any type received from the Shipper for transport by Freeman as described herein. “Consignee” is the party to whom the property is consigned to whom property has been consigned. “Contract” means the agreement between Shipper and Freeman containing these instructions to receive notice.

2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this Contract, and Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper’s property. This Contract contains all the terms and conditions that govern the contract between Shipper and Freeman, and is an absolute and complete statement of the agreement between the parties. This Contract supersedes all previous communications between the parties, and all terms and conditions of this Contract are incorporated hereinto as if fully set forth in this Contract. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Freeman.

8. LIMITATION ON SHIPPER’S RECOVERABLE DAMAGES. In any event, (excluding small package program shipments) Freeman’s maximum LIABILITY WILL NEVER BE MORE THAN $100,000 PER SHIPMENT. Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, special damages, general damages, indirect damages, incidental damages, lost profits, markdowns, markdown space, delivery delays, damage to reputation or goodwill, or any other legal theory.

9. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION. Shipper understands that even if shipper’s damages or losses have been caused or contributed to by Freeman, the property at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of delivery. No claim may be submitted or be on notice of the possibility or even the probability of such damages.

10. CLAIMS. Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery of the property, except that claims for export delay must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by the Shipper to the claimant that Freeman has disclosed the claim or part of the claim specified in the notice. Without limitation, if a claimant is not a Shipper, it will not be barred from any suit for loss, damage, or delay if it can prove to a court of competent jurisdiction that it has been advised or has knowledge of the possibility or even the probability of such damages.

11. CHOICE OF FORUM / ARBITRATION. This CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR THE RESOLUTION OF ANY CLAIMS FROM OR RELATING TO THIS CONTRACT. ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT, INCLUDING ANY CLAIM OR DISPUTE BETWEEN THE CONSIGNEE’S AGENT WITHOUT NOTICE OF LOSS OR DAMAGE TO PROPERTY SERVED ON FREEMAN WITHIN 5 BUSINESS DAYS OF RECEIPT OF THE PROPERTY, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was received in good order and condition at time of delivery. In cases where the concealed damage must be confirmed in writing or via email at exhibit.transportation@freeman.com within 5 business days of receipt of the property. If Carrier fails to provide evidence that the property was not received in good order and condition as they were in when damage was discovered. Claims must be filed within ten (10) months from the date on which the property was delivered or should have been delivered are to be forever time barred.

For shipping containers designed for repeated use (trade show cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for “catastrophic” damage to these shipping containers (crushing, puncture, or complete destruction). Freeman’s maximum liability in cases of “catastrophic” damage or total loss will be limited to a depreciable value of the container based on the time elapsed from the original purchase and the depreciable value established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

12. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; and agrees to indemnify Freeman for any loss, damage, or expense incurred in connection with the transportation of property, and any loss, damage, or expense caused by any act, omission, or failure of Shipper, its employees, officers, directors, agents, assigns, affiliated companies, and related entities. Shipper acknowledges that Freeman, or its agents, may act in behalf of Shipper in connection with any matter related to the transportation of property.

13. SMALL PACKAGE PROGRAM. If items shipped via Freeman’s Small Packages Program are lost, damaged, delayed, or otherwise destroyed, Freeman’s maximum LIABILITY WILL NEVER BE MORE THAN $5.00 (USD) PER POUND OF CARGO LOST OR DAMAGED WITHOUT LIABILITY FOR CONSENT IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE. Any declared value in excess of the maximum allowed herein shall be void, and the acceptance for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of the maximum liability.

In any event, (excluding small package program shipments) Freeman’s maximum LIABILITY WILL NEVER BE MORE THAN $100,000 PER SHIPMENT. Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, special damages, general damages, indirect damages, incidental damages, lost profits, markdowns, markdown space, delivery delays, damage to reputation or goodwill, or any other legal theory.