

# CONDITIONS OF SALE

The following Conditions of Sale shall apply to every Quotation or Proposal made by RES Exhibit Services, LLC. ("Seller") to our client or customer ("Buyer"), and to every Sales Order, Job Order, Production Order, Service Order and Invoice issued by Seller to Buyer.

## 1. BUYER'S ACCEPTANCE OF SELLER'S CONDITIONS

If this writing differs in any way from the terms and conditions of Buyer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms and conditions contained herein that are different from or additional to those contained in Buyer's writing, and Seller's terms and conditions shall govern over any different or conflicting terms and conditions of Buyer. Further, this writing shall be deemed notice of objection to such conflicting terms and conditions of Buyer. If this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions contained herein. In any event, Buyer's acceptance of the goods or services shall manifest Buyer's assent to these terms and conditions. Stenographical or clerical errors are subject to correction.

Every quotation is based on the understanding that if Buyer places an order which is accepted by Seller, a formal contract satisfactory to Seller will be signed by Buyer, if Seller so elects.

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods or services sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is expressly included in writing within this contract, it will not be enforceable by Buyer.

## 2. FREIGHT, INSURANCE, STORAGE

Unless otherwise expressed on the front of this document, all shipments shall be F.O.B. Seller's plant except when Seller is the carrier. Unless the sales price expressly includes freight charges, or unless otherwise agreed in writing, any prepayment of freight charges by Seller shall be for the account of Buyer and shall be added to the amount of invoice and repaid by Buyer in accordance with the terms of payment. If the price includes shipping charges, or if Seller arranges for shipping at Buyer's request, the shipping charges are based upon the official shipping rates in effect at the date of this contract. Any changes in such rates shall be for the Buyer's account. Seller shall not be Buyer's shipping agent, but will arrange for an established carrier or forwarding agent (acting on behalf of Buyer) to forward to destination, goods shipped by Seller from Seller's plant.

SELLER DOES NOT CARRY INSURANCE ON THE GOODS PURCHASED HEREUNDER AND BUYER SHALL HAVE THE RISK OF LOSS AFTER THE GOODS LEAVE SELLER'S PLANT OR WHILE IN STORAGE AT SELLER'S WAREHOUSE OR ELSEWHERE. SELLER IS NOT RESPONSIBLE FOR GOODS DAMAGED, STOLEN OR LOST IN TRANSPORTATION, IN STORAGE, OR AT EXHIBIT HALLS. BUYER SHOULD OBTAIN INSURANCE. Any of Buyer's property stored with Seller at the request of Buyer is subject to the terms and conditions of Seller's storage agreement. If storage is provided under this contract, this document shall constitute a warehouse receipt, and Seller shall have a warehouseman's (or storer's) lien in accordance with the Uniform Commercial Code or other applicable legislation.

## 3. PAYMENT TERMS, SECURITY, TAXES

Seller reserves the privilege of obtaining 50% cash with order and balance on inspection before delivery. In the event that additional amounts are due after delivery, these will be invoiced at terms. A finance charge at the maximum legal rate (or if no maximum is specified, at a rate of 18% per annum) will be added to the unpaid amount if payment is not made within 30 days of invoice date. If the full price of goods and services furnished by Seller hereunder is not paid prior to delivery, Seller hereby retains and Buyer hereby grants to Seller a purchase money security interest in the goods described in this contract, all additions and accessions thereto, and the proceeds thereof, to secure payment of the obligations of Buyer to Seller. In such case, Buyer hereby authorizes Seller to file financing statements describing the goods described in this contract, and all additions and accessions thereto, and such amendments of said financing statements as may be deemed necessary by Seller.

Any taxes or government charges which Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.

Deliveries shall be subject to the approval of Seller's Credit Department. If Buyer fails to fulfill the terms of payment, Seller may defer further deliveries or may cancel the undelivered balance of the order and hold Buyer liable for the resulting damages. Seller reserves the right, prior to making any deliveries, to require from Buyer satisfactory security for performance of Buyer's obligations.

## 4. RIGHTS IN DESIGNS

Except as set forth herein, all exhibit designs and related developments, discoveries, inventions, improvements, drawings, plans, sketches, specifications and other documents, data, works or materials made, created or acquired by Seller pursuant hereto ("Work Product"), together with the patent, copyright, trade secret and all other intellectual property rights therein, are and shall remain the sole property of Seller, and Buyer shall have no rights therein. All items of Work Product and the information contained therein COMPRISE TRADE SECRETS OF SELLER AND/OR ARE PROTECTED UNDER COPYRIGHT LAW.

Upon payment in full by Buyer to Seller of all amounts due hereunder, Buyer shall have the non-exclusive, perpetual right to publicly display the goods provided to Buyer hereunder (but, except for Custom Work defined below, Buyer shall not have the right to make or distribute copies thereof or the right to make derivative works based thereon). Upon payment in full by Buyer to Seller of all charges for Custom Work, all patent, copyright, trade secret and other intellectual property rights in such Custom Work shall be vested in Buyer. As used herein, "Custom Work" is Work Product which is expressly designated in writing as "Custom Work" in the documentation between Buyer and Seller. In no event shall Custom Work include any Work Product that was developed prior to the effective date of the agreement between Buyer and Seller, or which has been developed as stock-in-trade for use by more than one of Seller's clients, or which has not been developed specially for the account of Buyer. Notwithstanding the rights granted to Buyer herein, Seller shall have the right to include representations of any designs embodied in Work Product, including renderings or photographs, in Seller's advertising materials.

## 5. WARRANTIES, REMEDIES AND EXCLUSIONS

Seller warrants that the goods sold hereunder shall be built or refurbished, as the case may be, in accordance with current industry standards, and that any new goods furnished hereunder shall be free from defects in materials and workmanship. If within ninety (90) days after the date of shipment any goods furnished or work performed by Seller is discovered to be defective solely as a result of Seller's failure to comply with the foregoing warranty, Seller shall correct the defect upon request at Seller's expense and such shall constitute Buyer's sole and exclusive remedy. After expiration of the 90 day warranty period all repair and maintenance services shall be in accordance with Seller's then standard practice and price schedule.

If any labor, repair or parts replacement is required because of accident, negligence, misuse, theft, vandalism, fire, water or other peril, or because of conditions outside of specifications, including but not limited to electrical power, temperature, humidity or dust, or by cause other than normal use, or due to wiring, repair or alterations by anyone other than Seller or its subcontractors, the warranties and repair obligation otherwise provided herein shall not apply.

All goods shall be produced subject to Seller's tolerances and variations in respect to dimensions, weight, straightness, selection, surface conditions, composition, mechanical properties, internal conditions and variations as are consistent with practical manufacturing and inspection methods. Inspection of the goods, to confirm their conformance to the specifications to which Buyer has previously agreed, shall, upon request, be made at Seller's plant. Such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing Buyer to make such inspection prior to shipment from Seller's plant.

SELLER GIVES NO WARRANTIES EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. BUYER'S WARRANTIES AND INDEMNITY

In the event the Seller renders services for the building, fabrication, extension, modification or adaptation of any exhibit, design, development, discovery, invention, improvement, drawing, plan, sketch, specification, document, data or work made or created by Buyer or any third party ("Buyer Work"): (a) Buyer represents that Buyer has the right to build, fabricate, extend, modify, or adapt the Buyer Work; and (b) Buyer warrants that the Buyer Work is original, and does not include any material that will infringe, nor will any building, fabrication, extension, modification or adaptation of the Buyer Work infringe any patent, copyright, industrial design, trade secret or any other intellectual property right of any third party; and (c) Buyer shall indemnify, defend and hold harmless Seller, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any matter arise out of or are connected with the building, fabrication, extension, modification or adaptation of such Buyer Work. In the event that Seller provides designs, drawings, plans, sketches, or other works created by Seller that Buyer or a third party builds, fabricates, modifies or adapts, then (d) Buyer shall assume sole risk, liability and legal exposure in connection therewith; and (e) Buyer shall indemnify and hold harmless Seller, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected therewith.

## 7. LIMITATIONS OF LIABILITY

Any action against Seller for breach of any warranty or other action against Seller under this Contract must be commenced within one year after such cause of action arises.

The following limitations of Seller's liability are acknowledged by the parties to be fair and reasonable and shall apply to any act or omission hereunder and to any breach of this contract of which these terms and conditions form a part: (a) Seller's total liability for any claim arising from this contract shall be limited to the contract price; and (b) in no event shall Seller be liable for special, indirect, consequential or incidental damages whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability. Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, personal injury, and claims of third parties.

## 8. EXCUSABLE DELAYS

Seller shall not be liable for any delay in manufacture, delivery or its performance hereunder due to fires, strikes, disputes with workmen, wars, civil commotion, earthquakes, epidemics, floods, accidents, or other acts of god, delays in transportation, shortage of cars, shortage of necessary materials, shortage of labor, plant conditions, acts, demands or requirements of any applicable government, or to any cause beyond the reasonable control of Seller, notwithstanding such causes of delay are operative at the time of making the contract. The existence of such causes of delay shall justify the suspension of performance by Seller hereunder and shall extend the time of performance on the part of Seller to such extent as may be necessary to enable it to perform its obligations hereunder after the causes of delay have been removed. The provisions of this paragraph shall not be limited or waived by any other terms of this contract, whether printed or written.

## 9. ATTORNEYS' FEES

In the event it is necessary to take legal action, including arbitration or court action, with respect to any dispute or agreement between the parties, or to collect the outstanding balance of the account, it is mutually agreed that the prevailing party will receive costs or expenses incurred, which includes reasonable attorneys' fees.

## 10. ENTIRE AGREEMENT

This writing evidences the entire agreement between the parties and supersedes all prior written or oral representations or agreements. This contract may not be altered, modified or waived orally, by course of performance, course of dealing or usage of trade. Buyer may not assign this contract without Seller's prior written consent.

## 11. GOVERNING LAW AND VENUE

This Contract is shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Any action seeking any relief, legal or equitable, arising out of or relating to this contract shall be brought only in the New York Supreme Court, Monroe County, New York.