

# **PURCHASE ORDER TERMS AND CONDITIONS**

## **DEFINITIONS AND ABBREVIATIONS**

The term "**Buyer**" shall mean RES Exhibit Services, LLC, with an office for business at 435 Smith Street, Rochester, New York 14608.

The term "**Seller**" shall mean the individual, partnership or corporation obligated to furnish the articles, deliverables, and services described in the Purchase Order.

As used herein, the term "**Order**" or "**Purchase Order**" means each Purchase Order issued by RES Exhibit Services, LLC, including the provisions on the face thereof and in these Terms and Conditions which are incorporated into each such Purchase Order, and all warranties provided by Seller and all technical requirements and specifications, drawings, designs and other provisions attached to, incorporated into or otherwise made a part of such Purchase Order.

**1. ACCEPTANCE:** This Purchase Order constitutes Buyer's offer to Seller, and shall become a binding contract (the "Contract") incorporating the terms and conditions set forth herein upon acceptance by Seller, either by acknowledgement, commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. This offer to purchase is specifically conditioned upon Seller's acceptance of the terms stated herein. Any terms or conditions proposed by Seller which differ from or are in addition to terms and conditions contained herein shall be void and of no effect whatsoever unless consented to in writing by Buyer. Buyer objects to the inclusion of any different or additional terms proposed in Seller's acceptance of this Order, and this transaction shall be consummated only on the terms and conditions stated herein. Seller acknowledges that it has in its possession all applicable specifications, drawings and documents (including, without limitation, statements of work) necessary to perform its obligations under this Purchase Order at the price and schedule stated on the Purchase Order, authorization or its attachments. All such documentation shall be deemed to be a part of this Purchase Order.

**2. PRICE:** Unless otherwise specifically authorized by Buyer in writing prior to shipping, all prices are as in effect at the time of the issuance of this Purchase Order and all invoices must bear the exact same price as provided in this Purchase Order. Seller warrants each price for items/services sold to Buyer under this Order are not higher than that extended during the term of this Order to any other customer for the same or like items/services in equal or less quantities on similar terms and conditions.

**3. QUANTITY:** Goods shipped in excess of the quantity designated in the applicable Purchase Order(s) or in any shipping instructions may be returned at Seller's expense.

**4. SUBSTITUTIONS:** Absolutely no substitutions of any kind will be accepted without prior written approval by an authorized employee of Buyer. No change shall be made to the items listed on this Purchase Order which may affect the quality, reliability, and electrical interchangeability of the item without notification and written approval of the Buyer.

**5. DELIVERY SCHEDULE:** The time of delivery stated in the Purchase Order is of the essence. The date specified for delivery is the required delivery date at the Buyer's place of business or the specified location for delivery. In the event of untimely delivery, Seller shall be liable for damages of any kind, including, without limitation, incidental, consequential or special damages of any type or nature in connection with the performance of this Purchase Order, irrespective of any fault of the Seller. Buyer reserves the right to refuse any goods or services and to cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Buyer may require Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Seller. Acceptance of any part of this Order shall not bind Buyer to accept future shipments or performance of services, nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to order or by reason of defect, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages incurred by Buyer.

**6. PACKING AND SHIPPING:** The goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest reasonable transportation rates and appropriately packed as to comply with any specific transportation specifications of Buyer, and, in all cases to comply with all applicable carriers' regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller except as otherwise specifically stated on the Purchase Order. Buyer shall not be obligated to accept any shipments in excess of its ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense. Shipment and delivery shall be strictly in accordance with the schedule, quantities, and other requirements set forth in the Order. Delays in shipment, including the reasons therefore, shall be reported immediately by Seller to Buyer. A packing list must accompany each shipment and each box in the shipment must be labeled, so as to provide information in accordance with Buyer's current packing identification standards, including but not limited to: description of the material, quantity, Purchase Order number, Purchase Order line number, Buyer part number. In the case of international shipments, label also must disclose 'Country of Manufacture'. In the event that no such packing list accompanies any shipment, the count or weight or other measure of Buyer shall be final and conclusive. No charge to Buyer will be made for packing, marking, or shipping unless agreed upon in writing by Buyer at the time of purchase. Damage to any material not packaged to ensure proper protection will be charged to Seller or, at Buyer's option, the material will be returned at Seller's expense for replacement. Deliveries are F.O.B. destination unless otherwise specified in writing by Buyer. When shipment is F.O.B. destination, title, and risk of loss and damage shall remain with Seller until delivery to Buyer's place of business and Buyer shall not be required to serve any claims against any carrier. Shipments must be made only per Buyer's written release, and Buyer reserves the right to return, at Seller's expense and risk, materials not released or material overshipped. All tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer shall be and remain the personal property of Buyer. Such property shall be plainly marked by Seller as property of Buyer. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense, in an amount equal to the replacement cost with loss payable to Buyer, and shall be subject to removal at Buyer's written request, in which event Seller shall promptly prepare for shipment (including, without limitation, indicating such returned property on the delivery ticket or packing slip) and shall redeliver such property to Buyer in the same condition as originally received by Seller, except reasonable wear and tear. Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's Purchase Order Number. Seller's serial numbers must be shown on all shipping papers and invoices.

**7. CHANGES:** (a) Buyer's authorized purchasing representatives may at any time, by written order, without notice to any surety, make changes or additions within the general scope of this Order in any one or more of the following: (1) drawings, designs, statement of work or specifications, or other technical documents; (2) method of shipment or packing; (3) time and place of inspection, delivery, or acceptance; (4) quantities, where reasonable; (5) delivery schedule, where reasonable, and; (6) the amount of Buyer furnished property. Seller acknowledges any such direction provided by anyone other than buyer's authorized representative is of no force and effect and Seller accepts all risks of accepting and/or otherwise proceeding with such unauthorized direction.

(b) If any authorized change causes an increase or decrease in the cost of, or the time required for, performance of any work under this Order, whether changed or not changed by any such written order. Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Order. Any claim by Seller for such adjustment must be asserted within fifteen (15) days, or such other period as may be agreed on in writing by all the parties, after Seller's receipt of notice of the change. Seller will make available its books and records for Buyer's examination to allow Buyer, its authorized representatives, and its customer, to verify any claim for adjustment by Seller. If Buyer and Seller are unable to agree upon an equitable adjustment in the event of any change directed by Buyer, the matter will be resolved in accordance with the disputes provision of this Order. Pending resolution of any such adjustment, Seller will diligently pursue the performance of the order as changed.

**8. INVOICES:** Invoices must bear exact same price, correct sales tax (if applicable) and terms and conditions of this Purchase Order, and authorization must be received from Buyer prior to shipping. Buyer's Purchase Order number must appear on all invoices. All invoices will state Buyer's Purchase Order Number clearly on the Invoice. Invoice and duplicates shall be rendered for each order or for each shipment if more than one is made on an Order. No invoice shall be delivered by Seller to any employee of Buyer. An itemized delivery ticket, bearing Buyer's Purchase Order Number as shown hereon, must be left with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit. The payment period, including any discount period, will be the date from receipt of the invoice and not from the date of the invoice. In case of errors on an invoice, the payment period, including discount period, will be from the date of receipt of the corrected invoice. Seller shall use the lowest published freight rates and any excess transportation charges incurred, including any that deviate from the published tariff rates, are to be borne by the Seller.

**9. TAXES:** Unless otherwise notified by Buyer in writing, the price of this Order includes and Seller shall be responsible for the payment of any Federal, State, and Local taxes, duties, tariffs, transportation taxes, or other similar taxes or fees which are required to be imposed upon the items ordered hereunder by any government, unless Seller obtains any applicable exemptions. Seller represents that its price does not include any taxes, impositions, charges or exactions for which it has obtained a valid exemption certificate or other evidence of exemption. Any taxes included in this Order shall be itemized separately in Seller's invoice.

**10. PAYMENT:** Upon receipt and approval of the invoice designated by Seller as the "final invoice" and substantiating material, and upon compliance by Seller with all provisions of this purchase order, Buyer shall pay the balance due and owing Seller. The final invoice, and substantiating material, shall be submitted by Seller as promptly as may be practicable following completion of the work under this purchase order, but in no event later than thirty (30) days (or such longer period as Buyer may, in its discretion, approve in writing) from the date of such completion. Seller, as a condition precedent to final payment under this Order, releases and discharges Buyer, its officers, members, agents, and employees from all liabilities, obligations, and claims arising out of this Order.

**11. EXTRA CHARGES:** No additional charges of any kind, including for transportation, insurance, taxes, duty, boxing, packing, loading, bracing or cartage, will be allowed unless specifically agreed to by Buyer in writing. The only charges that will be excepted will be stated on the Order.

**12. WARRANTY:** Seller warrants (a) that all goods purchased are free from defects in design, material and workmanship; (b) that Seller has good title to the goods and has conveyed such good title to Buyer pursuant to the terms of the Order; (c) that the goods purchased conform to the applicable specifications, designs, drawings, samples or other descriptions furnished by Seller or specified by Buyer and to all other requirements of the Order; (d) that all goods furnished delivered hereunder will be merchantable and will be fit and sufficient for the purposes for which intended; and (e) all materials, supplies, parts, components and equipment incorporated in the goods shall be new and suitable for their intended purposes. These warranties shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of the Order and such warranties shall run to Buyer and its successors, assigns and customers. If any of the goods infringe on the above stated, Buyer at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith.

**13. QUALITY AND REJECTION:** (a) Notwithstanding any prior acceptance, Buyer, at its option, may reject, or require prompt correction (in place or elsewhere), of any supplies or services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.

(b) All supplies furnished under this Order shall be subject to inspection at Buyer's facility or other destination as identified in this Order notwithstanding any previous source inspection and Seller shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the supplies and all records (such as affidavits, test reports, drawings, etc.) required to be furnished.

(c) All services performed under this Order shall be performed in accordance with the standards of care and diligence customarily exercised by persons performing such services in the industry.

(d) Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the supplies to Seller, require Seller to remove them, direct their correction in place or, with authorization by Seller, correct them, and the expense of any such action, including any transportation, if any, shall be borne by Seller. If Seller fails promptly to remove such supplies and to proceed promptly to replace or correct them, Buyer may replace or correct such supplies at the expense of Seller, including any excess cost.

(e) If Seller delivers nonconforming services, Buyer may require Seller to promptly correct or replace the nonconforming services. Redelivery to Buyer of any corrected or replaced services shall be at Seller's expense. In addition, Buyer may (i) correct the nonconforming services or (ii) obtain replacement services from another source at Seller's expense.

(f) Buyer may recover by set off or otherwise any and all costs, expenses and damages paid, incurred or suffered as a result of or relating to holding, returning, replacing, correcting or rejecting defective or nonconforming supplies or services. Seller shall not again tender rejected or corrected supplies or services unless Seller discloses the former tender and rejection or requirement of correction.

(g) All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer's authorized purchasing representative.

**14. CONFIDENTIALITY/TRADE SECRETS:** (a) If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Buyer and Seller which relates to the subject matter of this Order, then confidential or proprietary information furnished by one party to the other party shall be protected pursuant to such agreement, and paragraphs (b) through (g) of this clause shall not apply.

(b) If no separate confidentiality, nondisclosure, or proprietary information agreement exists between Buyer and Seller, paragraphs (c) through (g) of this clause apply.

(c) For purposes of this clause, "Information" shall mean information disclosed to Seller by Buyer in connection with this Order, which is either identified to Seller as being proprietary or which is information a reasonable person would understand to be such information. Examples of Information include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance data, designs, drawings, dimensions, processes, data, reports, photographs, and engineering, manufacturing or technical information related to Buyer's products, services, equipment or processes, as well as duplicates, copies or derivative works thereof. Information shall not mean any information previously known to Seller without obligation of confidence, or which becomes publicly disclosed, or which is rightfully received by Seller from a third party without obligation of confidence.

(d) Information furnished to Seller shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer upon request or when no longer required for the performance of this Order. Seller shall not disclose Information to any third party, and shall take all reasonable precautions to prevent the disclosure of Information to third parties, including any foreign national, firm or country, and foreign nationals employed by or associated with Seller's company except as specifically authorized by Buyer. Seller agrees not to use Information to develop any product, service or system, or to support any third party in the development of any product, service or system.

(e) Data and information provided by Seller shall be considered proprietary only when marked as proprietary. Seller's proprietary data and information will be used by Buyer only upon approval by Seller.

(f) Seller's obligations with respect to Information disclosed hereunder prior to the performance in full or termination of this Order shall not, except as expressly set forth herein, be affected by such performance in full or termination.

(g) Buyer or its authorized representatives may at any time audit all pertinent books, records and files of Seller in order to verify compliance with this clause. Seller will, in all of its contracts with its suppliers relating to any Buyer purchase order, include provisions which secure for Buyer all of the rights and protections provided for by this clause.

## **15: INDEMNITY/INSURANCE:**

15.1 Indemnification: Seller agrees at its expense to indemnify, defend, and hold harmless Buyer, its members, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, including, without limitation, reasonable legal fees and costs, for death, injury or disability of any person or damage to or destruction of property (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of Seller, its agents, affiliate, subsidiaries, suppliers or employees in connection with the performance of this Order.

15.2 Insurance: During the performance of this Purchase Order, Seller shall maintain in full force and effect, at its sole cost and expense, the minimum insurance coverage stated below, written on an "occurrence basis" and not "claims-made" basis (unless otherwise stated), covering activities performed under this Purchase Order, including without limitation, coverage of all automobile exposure, all property liability exposure and all contractual liability exposure. All insurance shall be placed with reputable insurance companies acceptable to Buyer with a current rating in A.M. Bests Insurance Rating guide of at least A-X and licensed to do business in the country(ies), state(s) or province(s) where the Purchase Order is being performed. Seller shall maintain insurance with the following minimum policy limits:

- A) *Workers' Compensation*: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of RES Exhibit Services, LLC, and
- B) *Employer's Liability*: Coverage for injuries to employees not covered by Workers' Compensation with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and \$1,000,000 policy limit by disease, and
- C) *Commercial General Liability*: Coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. RES Exhibit Services, LLC, its members, officers, employees, and agents shall be named as Additional Insured covering activities under this Purchase Order.
- D) *Business Automobile Liability*: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.
- E) Excess Umbrella liability at limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate. RES Exhibit Services, LLC, its members, officers, employees, and agents shall be named as Additional Insured covering activities under this Purchase Order.

The Commercial General Liability and Excess Umbrella policies of insurance shall name RES Exhibit Services, LLC, its members, officers, employees and agents as additional insureds covering activities performed under this Purchase Order. All policies shall provide that coverage may not be materially changed, canceled or non-renewed without thirty (30) days prior written notice to Buyer. The insurance requirements set forth in this Purchase Order are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Purchase Order by Seller to Buyer or to limit Seller's liability under this Purchase Order to the limits of the policies required to be maintained by Seller under this Purchase Order or in any other manner. Seller shall furnish Buyer with certificates of insurance for the coverages required under this Purchase Order prior to performance under this Purchase Order. Such insurance shall be primary to, not contributing with, and not in excess of, coverage which Buyer may carry. Seller's insurance shall contain a severability of interest provision. The insurance afforded by these policies applies separately to each insured against whom claim is made or suit is brought, in the same manner as such insured would be covered if the policy insured only such party. The inclusion of such additional insureds shall not increase the policy limits.

**16. LABOR HOUSES:** With respect to services performed specifically by labor houses, it is the responsibility of the Seller (labor house) to provide an invoice that includes the Purchase Order number and detail of the service ordered with proper backup documentation. Backup documentation shall include signed time tickets by a Buyer authorized representative. If a Buyer authorized representative is not present to sign time tickets, the time tickets must be signed by the representing Labor House Supervisor. The Labor Houses' Discounted Rate must appear on the invoice. This documentation is the only documentation accepted. If all of the above mentioned items do not appear on the invoice, it may be returned without payment.

**17. FORCE MAJEURE:** Whenever an actual act of God delays or threatens to delay Seller's timely performance of this Agreement, Seller shall promptly give notice to Buyer, informing Buyer of all relevant information with respect thereto. If such causes for delay continue beyond the date upon which Buyer required Seller's services or

deliverables, Buyer shall have the option to terminate any Purchase Order at no cost to RES. The provisions of this paragraph shall not be limited or waived by any other terms of this Agreement, whether printed or written

**18. ASSIGNMENT AND SUBCONTRACTING:** (a) Neither this Order nor any payments hereunder are assignable or transferable, in whole or in part, without Buyer's prior written approval, which approval will not be unreasonably withheld. Buyer shall be entitled to the right of set-off against any amounts payable under this Order.

(b) Neither the entirety nor any part of this Order may be further subcontracted without the prior written consent of Buyer. This provision shall not apply to purchases of standard commercial articles, including electronic components or raw materials including casting, forgings, and rough welded structures on which Seller will perform further work.

(c) Seller shall notify Buyer of any change in the place of performance, including but not limited to change in design, manufacturing, process, assembly, integration, or testing location of components or lower subassemblies with regard to the requirements of this Order. Such notification shall be made to Buyer's authorized purchasing representative not less than thirty (30) days prior to the change to the place of performance. Buyer may charge to Seller any additional cost of inspection or requalification in connection with any change in the place of performance of this Order.

**19. TERMINATION:** This Order and any and all rights granted and obligations assumed hereby may be terminated in whole or in part by Buyer giving written notice to Seller. Upon receipt of a notice of termination and except as otherwise mutually agreed, Seller shall: (a) stop work under this Order on the effective date of the notice of termination; and (b) Submit a termination claim within sixty (60) days after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of this Order shall be determined as follows: (1) Any payments then due and owing to Seller from Buyer for work performed and accepted by Buyer prior to the effective date of termination; (2) an allowance for any reasonable cancellation charges due to material commitments made by Seller with Seller's suppliers or subcontractors; (3) at Buyer's option, an allowance for any inventory held by Seller for Buyer's purchase order, in which case Seller shall transfer title and possession of said inventory to Buyer in accordance with Buyer's instructions; and (4) Any other amounts that are mutually acceptable to Buyer and Seller as being fair and reasonable. In the event payment has been made by Buyer in excess of the amount determined as being the entitlement of Seller under the provisions of this article, Seller shall repay such excess costs immediately. Buyer may deduct as a set off any excess amounts from other open subcontracts with Seller, if any. In the event payments made by Buyer are less than the amount determined as being the entitlement of Seller under the provisions of this article, Buyer shall pay to Seller such difference between the amount so paid and the total amount determined to be due Seller in accordance with this article within thirty (30) days of Buyer's receipt of Seller's invoice for said amount. Notwithstanding the foregoing, the parties hereto may mutually agree to a partial termination of the purchase order provided such agreement: (1) equitably revises the price for work remaining to be performed by Seller thereafter; (2) equitably revises all such other rights, risks, obligations and/or responsibilities as may be affected by such partial termination, and; (3) is evidenced by a formal modification to this Order signed by both parties. Buyer's total liability to Seller for any termination pursuant to this clause shall not exceed the purchase price of the supplies or services to which such termination applies. Further, Seller shall have no claim against Buyer for loss of anticipated profits incidental, indirect, or consequential damages suffered by reason of such termination.

**20. COMPLIANCE WITH LAWS:** Seller shall comply with all applicable Federal, state, provincial, local and foreign laws, rules, regulations, Executive Orders and ordinances (including export and import administration

regulations). These Terms and Conditions incorporate by reference all clauses required by these laws. Where sales under this Order will require the international shipment of goods, all wood packaging material contained in the shipment, including without limitation pallets, dunnage, crating, packing blocks, drums, cases, load boards, pallet collars and skids, that does not originate and accompany goods made in the United States or Canada, whether said material is supplied by Seller or Seller's carrier, shall comply and be marked in accordance with the regulations adopted by the country of import under ISPM 15, Guidelines for Regulating Wood Packaging Materials in International Trade.

**21. GOVERNING LAW:** The Order shall be governed by New York law. Venue in any lawsuit, proceeding, matter, or action arising out of any Order shall be commenced and maintained exclusively in New York State Supreme Court, Monroe County, and shall not be removed. Seller consents to the jurisdiction of said court of the State of New York.

**22. BUYER'S PROPERTY:** All materials, including tools or machinery, furnished or specifically paid for by the Buyer in respect to the goods shall be the property of the Buyer, shall be subjected to removal at all times without cost upon demand by the Buyer, shall be used only in filling orders from the Buyer, shall be kept separate from other materials or tools, shall be clearly identified as the property of the Buyer, shall be insured by the Seller with loss payable to Buyer and shall be returned to the Buyer when requested. Seller assumes liability for all loss or damage to such materials and agrees to maintain them in good operating condition.

**23. FREIGHT:** With respect to shipping or freight services and deliveries, Seller must meet the date and time for pick up and delivery as stated on this Order. The job specified on the Order must be completed in its entirety. Time is of the essence for all freight deliveries. If it is determined that the job can not be completed, the freight carrier specified on the Purchase Order is under contractual obligation to find a carrier to complete the job within the timeframe allotted and will be responsible for payment to that carrier. Buyer will not pay more than the agreed sum noted on the Purchase Order or freight authorization. Certified Weight Tickets (light and heavy) must be submitted to Buyer upon arrival. If you need clarification or find any discrepancies on the Purchase Order or freight authorization, please contact the Show Services Department at RES Exhibit Services, LLC immediately. Seller's failure to meet delivery requirements as specified is a violation of the terms and conditions of this Order. Buyer retains the right to cancel this Order at no cost or charge to the Buyer due to failure by the Seller to meet delivery schedules. Seller shall be liable for any costs and damages incurred by the Buyer, including attorneys' fees and customer charges, as a result of Seller's failure to provide freight services contracted for under the Purchase Order or damage to such freight property. Buyer retains the right to refuse payment for Detention and Wait time if in its sole discretion, said time is significantly attributable to circumstances within the Seller's control. In order to assure prompt payment of invoices, it is the responsibility of the Seller to provide an invoice that includes the Purchase Order number and detail of the service ordered. Detention/Wait time is to be invoiced separately and supported by signed and dated third party show site documentation of check-in / out times. This documentation is the only documentation accepted. If all of the above mentioned items do not appear on the invoice, it may be returned without payment. Bill of lading, airway bills, etc. must show our Purchase Order number, gross shipping weight and description of goods in accordance with freight classification. During the performance of freight services under this Purchase Order, Seller shall maintain cargo liability insurance at limits of \$250,000 per occurrence. RES Exhibit Services, LLC, its members, officers, employees, and agents shall be named as Additional Insured under such Cargo liability insurance policy for all freight activities under this Purchase Order. Seller shall waive any right to lien and/or retain cargo and materials for money due and payable to Seller that may exist under applicable national law, agreement or convention. The terms and conditions of this Purchase Order shall be incorporated by reference into any bill of lading or shipping memorandum as if fully set



forth therein. A packing list showing our Purchase Order number and our part number(s) must be attached to outside of one shipping carton.

**24. SHOW SERVICES:** With respect to services performed at trade shows by Seller, by accepting the Order, Seller fully understands the scope of work and/or goods being ordered. Any changes or variances in pricing and/or services must be approved by the Buyer or representative in writing prior. All labor services require written approval by an authorized representative of the Buyer at the show site for validation. If services provided can not be confirmed with signed backup documentation, respective charges will be considered void and not paid. If you need clarification or find any discrepancies on the Purchase Order, please contact the Show Services Department at RES Exhibit Services, LLC immediately. Seller's failure to meet the requirements as specified herein is a violation of the terms and conditions of this Purchase Order and will result in forfeiture of payment.

**25. WAIVER:** The failure of RES Exhibit Services, LLC to enforce any of the provisions of this Purchase Order shall not be construed to be a waiver of such provisions or limit the right of RES Exhibit Services, LLC thereafter to enforce each and every provision.

**26. ATTORNEYS' FEES:** In the event it becomes necessary to bring suit to enforce any provision of this Purchase Order, RES Exhibit Services, LLC shall be entitled to recover, in addition to any other amounts awarded, attorneys' fees, expert witness fees, if any, costs, and reasonable legal costs, including court costs, and litigation related fees.

**27. INDEPENDENT CONTRACTOR:** Seller shall be an independent contractor of RES Exhibit Services, LLC with no authority to bind RES Exhibit Services, LLC. Seller is not in any way an employee of RES Exhibit Services, LLC. RES Exhibit Services, LLC shall not and does not exercise dominion or control over Seller in any manner.

**28. PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:**

28.1. Intellectual Property Indemnity. (a) Seller shall indemnify Buyer, and/or Buyer's customer, and their respective officers, agents and employees against liability and losses, including costs for infringement of any U.S. patent, copyright, trademark or other intellectual property arising out of the manufacture or delivery of supplies or performance of services under this Order or out of the use or disposal by, or for the account of, Buyer, and/or Buyer's customer, of such supplies or services. This indemnity shall not apply unless Seller shall have been informed as soon as practicable by Buyer, and/or Buyer's customer of the suit or action or other proceedings alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof.

(b) Such indemnity shall not apply if; (1) the infringement results from compliance with specific written instructions of Buyer directing a change in the supplies or services to be delivered or in the materials or equipment to be used, or directing a manner of performance of this Order not normally used by Seller; (2) the infringement results from an addition to, or change in, the supplies or services furnished made subsequent to delivery or performance by Seller, or; (3) the claimed infringement is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

28.2. Intellectual Property Ownership. Seller acknowledges and agrees that upon full payment by Buyer under this Order, Buyer or its assigns shall own all rights, title and interest in all intellectual property that is created for Buyer by Seller, its agents or representatives. Notwithstanding anything otherwise contained herein,

Seller and its employees shall assign and transfer and does hereby irrevocably assign and transfer to Buyer any and all right, title and interest to any and all intellectual property that is created for Buyer by Seller without additional consideration. Seller shall cause its employees to assign and transfer to Buyer any and all right, title and interest to any and all intellectual property that is created for Buyer by Seller without additional consideration other than expressly provided herein. Seller shall own all rights, title and interest in Seller's intellectual property which may be used in the performance of this Agreement that is developed or owned by Seller prior to the date of the Order ("Seller's Pre-Existing Technology"). To the extent any of Seller's Pre-Existing Technology is incorporated or embedded in the work for hire deliverables received hereunder, Seller hereby grants RES a perpetual, royalty-free, worldwide, nonexclusive, license, to use, perform and display such Seller Pre-Existing Technology solely in connection with Buyer's use of the deliverables. Seller will inform Buyer of the applicable rights obtained by Seller for any third party works and products used by Seller.

**29. DEFAULT OF SELLER:** In the event that Seller: (i) becomes bankrupt or otherwise insolvent; (ii) commences or becomes the object of any proceeding involving Seller's insolvency, bankruptcy, reorganization, dissolution, liquidation, or any similar proceeding for the relief of financially distressed debtors, and such proceeding is not dismissed within sixty (60) days, or; (iii) fails in any material way to perform any of Seller's obligations under this Order, or so fails to make progress as to endanger such performance and does not cure such failure within ten (10) days of receipt of Buyer's notice of such failure, then Buyer may, at its sole election, by notice to Seller, terminate this Order, in whole or in part, for default. Seller shall pay to Buyer any excess costs for Buyer's re-procurement of such supplies, goods, or services. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law under this Order or otherwise.

**30. INSPECTION:** (A) Buyer may inspect and test material, work in progress and supplies at all times and places, during manufacture and otherwise. If inspection and tests are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by Buyer shall be performed in such manner as not to delay the work unduly. Buyer may charge to Seller any additional cost of inspection and test when material, work or supplies are not ready at the time such inspection. In the case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. Except as otherwise agreed in writing, all shipments and supplies furnished under this Order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at destination notwithstanding any previous source inspection or acceptance. Seller shall maintain an inspection and quality control system acceptable to Buyer.

(B) The inspection, review or approval by Buyer of any work, or of any drawing, design, or other document, will not be deemed to relieve Seller of any of its obligations under any purchase order, or to constitute a waiver of any defects or nonconformities. The acceptance by Buyer of any supplies or services under any Order will not be deemed to limit or affect any warranty or right of indemnity granted by Seller under such Order, these terms and conditions or otherwise.

(C) Except as otherwise agreed in writing, all shipments and supplies furnished under this Order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at Buyer's facility or other destination as identified in this Order notwithstanding any previous source inspection or acceptance, the earlier passing of title to Buyer, any prior payment by Buyer, or any prior inspection of any type. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer.

**31. RESPONSIBILITY FOR SUPPLIES:** Except as specifically otherwise provided in Order, Seller shall be responsible for supplies meeting the requirements of this Order until final inspection and acceptance by Buyer

and shall bear all risks as to rejected supplies or supplies requiring correction after notice of rejection notwithstanding any prior acceptance.

**32. LIENS:** Seller warrants that it has title to the supplies to be delivered under this Order and shall deliver same free of all liens, claims and encumbrances. If this Order provides Seller with advance payments or milestone billings during its performance, title to all property under this Order shall vest in Buyer immediately upon acceptance of this Order. For purposes of this clause, property includes all parts, material, inventories, works in progress, special tooling or special test equipment to which Buyer is entitled to acquire title, nondurable tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, drawing and technical data to the extent Seller is required to deliver such under this Order.

**33. NEWS OR ADVERTISING RELEASES:** No news release in any way relating to Buyer concerning this Agreement or an Order shall be made by Seller to any news media or to the general public without prior approval of Buyer. Seller will not, and will require its suppliers and subcontractors to not, advertise or publish the fact that Buyer has ordered supplies or services from Seller, or the terms or nature of such Order. Seller will not, and will cause its employees and other representatives to not, disclose such information in company periodicals, press releases, public lectures, sales or other promotional literature, or otherwise. The parties agree that in the event a news release is so approved and made, such news release will recognize Buyer.

#### **END OF PURCHASE ORDER TERMS AND CONDITIONS**