

TERMS AND CONDITIONS APPLICABLE TO EXHIBITOR ORDER FOR SERVICE AGREEMENT

For purposes of these Terms and Conditions, the following definitions apply:

- (a) "Forwarder" means Shepard Logistics acting under its authority as a freight forwarder (non-vehicle operating);
- (b) "Exhibitor" means the Shipper Company listed in the Shipper block of the Exhibitor Order for Service Agreement;
- (c) "Party" or "Parties" respectively refer to Forwarder or Shipper, as the case may be, or both Forwarder and Shipper.

1. Forwarder Services. Forwarder shall provide transportation services meeting Shipper's request, as set forth in the Exhibitor Order for Service Agreement executed by Forwarder and Exhibitor. Forwarder shall have and maintain contracts with motor carriers, as necessary to promptly fulfill Exhibitor's request for service. Forwarder's services shall include: (a) providing transportation with reasonable dispatch; (b) monitoring the real-time progress of the shipment; and (c) making payment to any underlying transportation service providers.

2. Requirements for Motor Carriers. Forwarder shall require each motor carrier engaged by it to meet the following requirements:

transport the shipment to the specified destination with reasonable dispatch, as a contract carrier under 49 U.S.C. § 14101(b);

issue a bill of lading or receipt at the origin evidencing the condition of the shipment at pick-up, and obtain a receipt upon delivery from the consignee or the party receiving the shipment;

have all necessary operating authorities, including without limitation from the FMCSA, and a satisfactory USDOT safety rating;

maintain and provide its motor vehicles and equipment in good appearance, repair, and operating condition, and in proper configuration for the shipment;

comply with all laws, regulations, and rules applicable to its operations and the performance of services, including without limit those pertaining to motor vehicle safety;

have and maintain (i) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00), (ii) auto liability insurance in an amount not less than one million dollars (\$1,000,000.00) and (iii) cargo liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) with reliable insurance companies.

3. Compensation. For transportation services arranged hereunder, Exhibitor shall pay compensation to Forwarder as determined in accordance with the Compensation section of the Exhibitor Order for Service Agreement and any additional charges for handling, storage, consolidation, or accessorial services, as may be applicable. In the event of third-party billing, Exhibitor shall remain liable to Forwarder for all compensation due on the shipment, and shall pay such compensation to Forwarder upon written demand, if the third-party fails to remit payment within the time allowed under Forwarder's invoice.

4. Payment. Forwarder shall invoice Exhibitor (or the named third-party) promptly for compensation due Forwarder for services provided hereunder, which shall cover all charges to be paid by Forwarder to any motor carrier. Exhibitor shall, upon receipt of an invoice, make payment to Forwarder within twenty-one (21) days without any offset or deduction. In the event that a motor carrier makes a claim for undercharges, or additional charges, including without limitation accessorial charges, and such claim is determined by Forwarder to be valid, then Forwarder, in its discretion, may require Exhibitor to pay additional monies owed. In the event of third-party billing, Exhibitor shall cause the named third-party to make payment within the time allowed under Forwarder's invoice, and otherwise shall be liable to Forwarder as provided in Section 3, above.

5. Payment of Motor Carriers. Forwarder shall remit timely payments to motor carriers, and, to the maximum extent possible, shall require such carriers to waive any and all rights against Exhibitor, its consignees, consignors, and customers for freight and other charges related to transportation services.

6. Loss or Damage. (a) Forwarder shall be liable to Exhibitor for loss, damage, misdelivery, or delay to any shipment tendered hereunder as provided under 49 U.S.C. § 14706, except that Forwarder shall have no such liability when loss, damage, misdelivery, or delay is caused by the inherent vice or natural shrinkage of the goods; fault, negligence or willful misconduct of Exhibitor; or an act of God or public enemy. (b) Exhibitor agrees (i) Forwarder's liability to Exhibitor shall be limited to \$0.50 per lb per article with a maximum liability of \$100.00 per item, or \$1500.00 per shipment whichever is less. (ii) Forwarder shall have no liability for special, incidental, PUNITIVE, or consequential damages arising from any loss, damage, misdelivery, or delay of a shipment HOWEVER CAUSED. (c) Unless Exhibitor arranges in advance for Forwarder to obtain excess liability coverage for a specific shipment, Exhibitor agrees to be bound by the foregoing limitations. In order to arrange excess coverage, Exhibitor shall provide advance written notice to Forwarder, including the desired amount of excess coverage and the value of the shipment, so that Forwarder may make arrangements with its insurance carriers. If excess coverage requires payment of a higher rate or a premium, then Forwarder shall not book the shipment, unless and until Exhibitor has agreed in writing to pay the higher rate or premium to Forwarder. In the absence of a written agreement for excess coverage, the foregoing limitations shall apply. (d) Carrier/Forwarder will accept television monitors in the exhibition materials tendered to carrier/forwarder, under the following conditions. (i) the packaging and containers must be accepted for shipment by carrier/forwarder representative. (ii) All exhibition materials must be shrink wrapped on pallets or contained within a shipping container in a manner to withstand the normal rigors of transportation and handling. Television monitors may be consolidated with other apparatus and shrink wrapped on a pallet. (iii) Carrier/Forwarder's liability for loss or damage to new or

used television monitors packaged as part of a trade show shipment shall be the lesser of the actual invoice price or \$0.50 per pound for any lost or damaged television shipped.

7. Claims. (a) Exhibitor must submit in writing to Forwarder any claim relating to loss, damage, misdelivery, or delay, supported by relevant shipping documents. Any claim for loss or damage must be submitted within sixty (60) days of the discovery of the loss or damage, and any claim for misdelivery or delay must be submitted within sixty (60) days of the date on which delivery reasonably should have been made. (b) Exhibitor shall have no longer than two (2) years from the date of shipment pick-up to bring a lawsuit or civil action against Forwarder for loss, damage, misdelivery, or delay; provided that submission of a timely written claim within the applicable sixty (60) day period, under subsection (a) above, shall be a condition precedent to commencing a lawsuit or civil action against Forwarder. (c) If Forwarder pays or settles any claim, then Exhibitor agrees as a condition of such payment or settlement to assign its rights in such claim to Forwarder in writing in a manner acceptable to Forwarder, and Exhibitor shall cooperate with Forwarder in seeking reimbursement from motor carrier.

8. Authority. Forwarder represents and warrants that it is registered with the FMCSA in Docket No. FF-_____, which authorizes it to operate as a non-vehicle operating freight forwarder of property, except household goods. Forwarder shall obtain such State registrations, as may be necessary for intrastate operations.

9. Compliance with Laws. (a) Forwarder shall comply with all laws, rules and regulations applicable to its services. (b) Exhibitor shall comply with all laws, rules, and regulations applicable to its tendering of freight for transportation, including without limitation laws, regulations, and rules applicable to hazardous materials shipments.

10. Hazardous Materials. Exhibitor shall provide at least two (2) days advance notice to Forwarder in the event that any shipment qualifies as a shipment of hazardous materials under 49 U.S.C. § 5101-5128 and the hazardous materials regulations at 49 C.F.R. § 107 and 171-180. Exhibitor agrees that in any such instance, it shall be the "offeror" or shipper for the purposes of such shipment, and shall be responsible for complying with any and all "offeror" or shipper duties and responsibilities.

11. Equipment. If Forwarder, or a motor carrier engaged by Forwarder provides equipment to Exhibitor for transporting a shipment hereunder, then Exhibitor shall be liable to Forwarder, or such motor carrier, as the case may be, for any damage to, or destruction of such equipment, except for (i) ordinary wear and tear, or (ii) as caused by the motor carrier's negligence. This Section shall not supersede any other equipment interchange agreement in any instance when such agreement governs Exhibitor's responsibility for use of equipment.

12. Reconsignment. Exhibitor may request that Forwarder arrange to reconsign a shipment that is in-transit. Forwarder shall promptly furnish a written estimate to Exhibitor of the total compensation due on the shipment, as reconsigned. Forwarder shall book the reconsignment only after Exhibitor has agreed in writing to be liable for and pay the estimated compensation, and such other service or accessorial charges as may be due.

13. Hold Harmless. Exhibitor shall indemnify, defend, and save Forwarder harmless from and against any and all lawsuits, claims, actions, injuries, damages, losses, harm, costs, expenses, fines, penalties or liabilities arising in connection with any negligent act, omission or willful misconduct of, Exhibitor, its agents or contractors in connection with tendering freight for transportation hereunder.

14. Independent Contractor. Forwarder shall be an independent contractor of Exhibitor and not an agent or employee. Forwarder shall not be responsible for any debts or obligations of Exhibitor. Exhibitor shall not represent that Forwarder is Exhibitor's agent or employee. No employment relationship, agency, partnership, or joint venture exists between the Parties.

15. Confidential Information. The Parties shall protect the confidentiality of all business, confidential, and/or non-public information exchanged pursuant to the Exhibitor Order for Service Agreement, except as may be required by law.

16. Third Parties. Exhibitor agrees that each underlying service provider shall be a third-party beneficiary for purposes of Sections 9(b), and 10 of these Terms and Conditions. Otherwise, the Exhibitor Order for Service Agreement and these Terms and Conditions do not confer any enforceable rights or remedies upon any person other than the Parties, except as assigned pursuant to Section 18.

17. Shipping Documents. The terms and conditions contained on any bill of lading, receipt, or similar shipping document issued by any motor carrier to Exhibitor, or issued by Exhibitor to a motor carrier or to Forwarder shall not supersede, modify, amend, or augment the Exhibitor Order for Service Agreement and/or these Terms and Conditions, which shall be controlling and govern Forwarder's relationship with Exhibitor.

18. Governing Law. Georgia law shall govern the Parties' relationship hereunder. The Parties waive all rights and remedies allowed to be waived under 49 U.S.C. Subtitle IV, Part B (applicable to Forwarder's services as freight forwarder or motor carrier). Any lawsuit concerning this Agreement shall be filed in the State or Federal Courts of Georgia, and the Parties consent to the jurisdiction of such courts. Assignment of this Agreement by Exhibitor without the prior written consent of Forwarder shall be void. Forwarder may assign this Agreement to a corporate affiliate without Exhibitor's consent.

19. Modifications and Effectiveness. The Exhibitor Order for Service Agreement and these Terms and Conditions are the entire agreement between the Parties, supersede all prior understandings, representations, and writings, and may not be modified or amended except by an instrument executed by an authorized representative of each Party.