

FREEMAN

P. O. Box 14210 • Orange, CA 92863-1610
 714/254-3400 Fax: 714/490-0801
 FreemanAnaheimES@freemanco.com



**PLEASE INCLUDE THE FREEMAN
 METHOD OF PAYMENT FORM
 WITH YOUR ORDER**

NAME OF SHOW: SC2005	NOVEMBER 14-17, 2005
COMPANY NAME:	BOOTH#:
CONTACT NAME:	PHONE#:

MATERIAL HANDLING SERVICES

- CRATED:** Material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.
- SPECIAL HANDLING:** Material delivered by the carrier in such a manner that it requires additional handling, such as ground unloading, stacked and constricted space unloading, designated piece unloading, loads mixed with pad wrapped material, multiple shipments, carpet and/or pad only shipments, and shipments that require additional time, equipment or labor to unload. Federal Express and UPS are included in this category due to their delivery procedures. (See definitions on back)
- UNCRATED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.
- STRAIGHT TIME:** 8:00 A.M. to 5:00 P.M. Monday through Friday
- OVERTIME:** 5:00 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and Holidays
 (Overtime will be applied to all freight received at the warehouse and/or show site that must be moved into or out of booth during above listed times.)

Please Note: All inbound show site shipments on Friday, Saturday and Sunday, and all outbound shipments after 5:00 P.M. on Thursday will be assessed overtime charges.

Description	Price Per CWT	200 lb. Minimum
<u>Warehouse Shipment - Delivered on or before October 31, 2005</u>		
Crated or Skidded Shipment.....	\$ 61.00	\$ 122.00
Additional Handling Shipment.....	\$ 79.30	\$ 158.60
<u>Warehouse Shipment - Delivered After October 31, 2005</u>		
Crated or Skidded Shipment.....	\$ 83.00	\$ 166.00
Additional Handling Shipment.....	\$ 101.30	\$ 202.60
<u>Show Site Shipment - Deliver Only on November 10-14, 2005</u>		
Crated or Skidded Shipment.....	\$ 68.00	\$ 136.00
Additional Handling Shipment.....	\$ 88.40	\$ 176.80
Uncrated or Pad Wrapped Shipment.....	\$ 102.00	\$ 204.00
<u>Show Site Shipment - Delivered After Show Opening</u>		
Crated or Skidded Shipment.....	\$ 90.00	\$ 180.00
Additional Handling Shipment.....	\$ 110.40	\$ 220.80
Uncrated or Pad Wrapped Shipment.....	\$ 124.00	\$ 248.00
<u>Overtime Charge - Inbound (In addition to above rates)</u>		
Crated or Skidded Shipment.....	\$ 22.00	\$ 44.00
Additional Handling Shipment.....	\$ 25.00	\$ 50.00
Uncrated or Pad Wrapped Shipment.....	\$ 28.00	\$ 56.00
<u>Overtime Charge - Outbound (In addition to above rates)</u>		
Crated or Skidded Shipment.....	\$ 22.00	\$ 44.00
Additional Handling Shipment.....	\$ 25.00	\$ 50.00
Uncrated or Pad Wrapped Shipment.....	\$ 28.00	\$ 56.00
<u>Small Package Shipments - 30 lb Maximum per Shipment</u>		
First Carton	\$ 40.00	
Each Additional Carton	\$ 10.00	

Description	Weight	CWT	Price per CWT	Estimated Total Cost
	÷ 100 =			
	÷ 100 =			
			8.8% Tax	N/A
			Total	

- Tips to Save on Material Handling**
- Consolidate shipments** (i.e. if minimum shipment weight is 200 lbs.)

<u>Separate Shipments</u>	<u>Consolidated Shipment</u>
6/08 - 60 lbs. charged @ 200 lbs. \$ 122.00	3 pieces (1 shipment)
6/10 - 52 lbs. charged @ 200 lbs. \$ 122.00	177 lbs. @ 200 lbs = \$122.00
6/11 - 65 lbs. charged @ 200 lbs. \$ 122.00 = \$366.00	Added benefit - your shipments are less likely to get misplaced if they are packaged together with larger items.
 - Let Freeman OnLine® estimate your material handling charges for you.** Log on to www.myfreemanonline.com, select your show and click on "Estimate My Material Handling Costs". From Freeman OnLine® you can print extra shipping labels, get tips on how to package your freight and much more.

FREEMAN MATERIAL HANDLING

SPECIAL HANDLING DEFINITIONS

Special handling applies to shipments that are loaded by cubic space and/or packed in such a manner as to require additional labor/handling, such as ground unloading, constricted space unloading, designated piece unloading, carpet only shipments or stacked shipments. Also included are mixed shipments and shipments without individual bills of lading. Shipments loaded in this manner require additional time, labor, or equipment, to unload, sort and deliver.

What is Ground Loading/Unloading?

Vehicles that are not dock height, preventing the use of loading docks, such as U-hauls, flat bed trailers, double drop trailers, company vehicles with trailers that are not dock level, etc.

What is Constricted Space Loading/Unloading?

Trailer loaded “high and tight” shipments that are not easily accessible. Freight is loaded to full capacity of trailer – top to bottom, side to side. One example of this is freight that is loaded down one side of a trailer that must be bypassed to reach targeted freight.

What is Designated Piece Loading/Unloading?

Drivers that require the loading crew to bring multiple pieces of the freight to the rear of the trailer to select the next piece, having to remove freight from the trailer then reload to fit or the trailer must be loaded in a sequence to ensure all items fit.

What are Stacked Shipments?

Shipments loaded in such a manner requiring multiple items to be removed to ground level for delivery to booth. Stacked or “cubed out” shipments, loose items placed on top of crates and/or pallets constitute special handling.

What are Multiple Shipments?

Multiple shipments on a truck do not automatically indicate special handling, unless the shipments are mixed on the truck, failing to maintain shipment integrity and/or have multiple delivery areas.

What are Mixed Shipments?

Mixed shipments are defined as shipments of mixed crated and uncrated goods, where the percentage of uncrated is minimal and does not warrant the full uncrated rate for the shipment, but does require special handling.

What does it mean if I have “No Documentation”?

Shipments arrive from a small package carrier (including, among others, Federal Express and UPS) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

What about carpet only shipments?

Shipments that consist of carpet and/or carpet padding only require special handling because of additional labor and equipment to unload.

What is the difference between Crated and Uncrated Shipments?

Crated shipments are those that are packed in any type of shipping container that can be unloaded at the dock with no additional handling required. Such containers include crates, fiber cases, cartons, and properly packed skids. An uncrated shipment is material that is shipped loose or pad-wrapped, and/or unskidded without proper lifting bars and hooks.

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**PLEASE INCLUDE THE FREEMAN
 METHOD OF PAYMENT FORM
 WITH YOUR ORDER**

NAME OF SHOW: **SC2005** NOVEMBER 14-17, 2005

COMPANY NAME: _____ BOOTH#: _____

CONTACT NAME: _____ PHONE#: _____

RIGGING EQUIPMENT/LABOR & TEAMSTER LABOR (One Hour Minimum per Worker)

Straight Time - 8:00 A.M. to 5:00 P.M. Monday through Friday
Overtime - 5:00 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday and Holidays.

- Start time guaranteed only at start of working day.
- Supervisor must check in at Service Desk to pickup labor.
- When scheduling dismantle labor, be sure to allow sufficient time for empty containers to be returned to your booth.
- Additional crew will be used if the supervisor deems it necessary to safely complete the installation and/or dismantling of a job and it will be charged accordingly.
- Additional equipment or larger equipment will be used if the supervisor deems it necessary to safely complete the installation and/or dismantling of a job and it will be charged accordingly.
- Cable, clamps, shackles, turnbuckles, etc. are additional and will be charged accordingly.

Part#	Description	Price / Hr	Minimum
<u>Forklift Labor</u>			
504400	Forklift w/operator up to 5,000 lbs ST	\$ 177.00	\$ 177.00
504401	Forklift w/operator up to 5,000 lbs OT	\$ 231.00	\$ 231.00
504600	Forklift w/operator up to 15,000 lbs ST	\$ 541.00	\$ 541.00
504601	Forklift w/operator up to 15,000 lbs OT	\$ 703.00	\$ 703.00
504700	Forklift w/operator 4-Stage ST	Quoted on Request	
504701	Forklift w/operator 4-Stage OT	Quoted on Request	
<u>Rigging Labor*</u>			
504900	Rigger ST	\$ 59.50	\$ 59.50
504901	Rigger OT	\$ 89.25	\$ 89.25

*When moving or placing machinery, the applicable rate of a Rigger Foreman will be added to the Forklift charges

INSTALLATION

Part #	Description	Date	Start Time	# of Equip/ Person	Approx Hrs per Person	Total Hours	Hourly Rate	Estimated Total Cost
Lift Capacity _____ Height Required _____							Sub-Total	
Describe work to be done: _____							8.8% Tax	
							Total	

DISMANTLE

Part #	Description	Date	Start Time	# of Equip/ Person	Approx Hrs per Person	Total Hours	Hourly Rate	Estimated Total Cost
Lift Capacity _____ Height Required _____							Sub-Total	
Describe work to be done: _____							8.8% Tax	
							Total	

FREEMAN RIGGING

F R E E M A N

1-800-995-3579

TIPS FOR EASY ORDERING

- Credit card information must be on file prior to pick up, as charges will be included on your show services invoice.
- International Exhibitors remember - Shipments originating from countries other than the U.S. must be cleared through customs. Please call for additional information:
1-800-995-3579



OFFICIAL USE ONLY

Branch Fax # 714/490-0801

Shipper Ref. # 28-130582

Confirmation _____

COMPLETE THE FOLLOWING ITEMS ON THIS FORM:

NAME OF SHOW: SC2005 NOVEMBER 14-17, 2005

EXHIBITING COMPANY NAME: _____ BOOTH #: _____

EXHIBITING COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

PHONE: _____ (EXT.): _____ FAX: _____

E-MAIL: _____

PICK UP INFORMATION

Requested Pick Up Date: _____

SHIPPER NAME: _____

SHIPPER ADDRESS: _____

(City) (State) (Zip)

DESTINATION

- I will be shipping to the **WAREHOUSE**
FRTR/Exhibiting Company Name - Booth #
 Hold for: **SC2005**
c/o Freeman
 Roadway
 600 S. 96th Street
 Seattle, WA 98108

MUST BE DELIVERED BY DEADLINE DATE: OCTOBER 31, 2005

- I will be shipping to **SHOW SITE**
FRTR/Exhibiting Company Name - Booth #
 Hold for: **SC2005**
c/o Freeman
 Washington State Convention & Trade Center
 800 Convention Place
 Seattle, WA 98101

**CANNOT BE DELIVERED BEFORE EXHIBITOR MOVE-IN:
8:00 A.M., NOVEMBER 10, 2005.**

TYPE OF SERVICE - Choose One

- 1 Day: Delivery next business day (before 5:00 p.m.)
 2 Day: Delivery by 5:00 P.M. second business day
 Deferred: Delivery within 3-4 business days

Service via AIR TRANSPORTATION are charged based on Dimensional or Actual Weight whichever is greater.

- Standard Ground: Dependent on distance
 Expedited Ground: Tailored to specific requirements
 Specialized: Pad wrapped, uncrated, or truckload

Declared Value \$ _____
(Optional - \$20,000 maximum)

SHIPPING INFORMATION

Items to be shipped

Number of Pieces _____ Est. Weight _____

___ Crates (wooden) _____

___ Cartons (cardboard) _____

___ Cases/Trunks (fiber) (color _____) _____

___ Skids/Pallets _____

___ Carpet (color _____) _____

___ Other (_____) _____

___ Total _____

Size of largest piece: (H) _____ (W) _____ (L) _____

OUTBOUND SHIPPING

- I would like to schedule outbound Freeman Exhibit Transportation. Please provide me with a Material Handling Agreement at show site for my shipping instructions and signature. So we may print your Outbound Material Handling Agreement and labels, **please complete the following information:**

Ship to address:

Number of Labels: _____

METHOD OF PAYMENT - CREDIT CARD

For your convenience, we will use this authorization to charge your credit card account for your advance orders, and any additional amounts incurred as a result of show site orders placed by your representative. These charges may include all Freeman Companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. **Please complete the information requested below:**

AM EXP CARTE BLANCHE DINERS CLUB

DISCOVER MASTERCARD VISA

Account No.: _____ Exp. Date: _____

Personal Credit Card Company Credit Card

Cardholder Name: (Please Print) _____

Signature: _____

Cardholder Billing Address: _____

City/State/Zip: _____

SCHEDULE YOUR PICK UP BY CALLING

1-800-995-3579

FAX THIS ORDER FORM TO:

214-615-6515

FREEMAN EXHIBIT TRANSPORTATION



Motor Cargo Service Request and Shipping Instructions Contract

TERMS & Conditions

Page 1 of 2

This Contract establishes your legal obligations with regard to the property described herein being shipped with Freeman Transportation. It specifically limits your rights and possible recovery if your property is lost or damaged. You must accept all terms and conditions of this Contract. You confirm that you have read and agree with all the terms and conditions of this Contract by signing page one of this document or electronic acknowledgment of receipt without contest. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Freeman Transportation. The Shipper agrees that this shipment is subject to the TERMS stated herein and the Terms and Conditions of the Contract in the Service Guide ("Service Guide") in effect on the date of shipment, which are incorporated herein by reference, and made a part of this Contract. The Service Guide shall control in the event of conflict with these TERMS or any other documents. The Service Guide is available at <http://www.myfreemanonline.com>, at show site, or by writing to FRTR.

1. DEFINITIONS: In this Contract, "Freeman Transportation" ("FRTR") means Freeman Decorating Services, Inc. dba Freeman Transportation and all its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by FRTR. The term "Shipper" means the person or business for whom the property is being transported, and includes its respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excepting only FRTR. "Property" is all objects of any type received from the Shipper for transport by FRTR as described herein. "Consignee" is the party to whom Shipper has designated the goods be delivered.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper's payments and FRTR's services, which the parties have specified in this two-page Contract, (including Service Request and Shipping Instructions), FRTR and Shipper each agree that this Contract shall govern their respective rights and obligations with regard to transport of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of FRTR, and the responsibility of FRTR under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: FRTR is responsible for the satisfactory performance of only those services which it directly provides under this Contract. FRTR shall never be responsible for the performance of individuals or firms who are not under the direct supervision or control of FRTR. FRTR shall never be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of FRTR. FRTR shall not be liable for delay caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of FRTR; nor shall FRTR be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

4. PACKAGING AND CRATES: Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. FRTR makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association.

5. PERISHABLE GOODS: Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage is subject to the special services and charges offered in the FRTR tariff. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by FRTR and before the trailer is received by FRTR. FRTR is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by FRTR. When a loaded trailer is received, FRTR will verify that the thermostatic controls are set to maintain trailer temperature as requested. FRTR is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to FRTR. Air temperature at the unit sensor will be maintained within a proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

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

(a) FRTR shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the Service Request and Shipping Instructions, if so indicated, to Shipper or the party, if any, designated in these instructions to receive notice.

(b) Storage charges, based on FRTR's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at FRTR's option, in any location that provides reasonable protection against loss or damage. FRTR may place the shipment in public storage at the owner's expense and without liability to FRTR.

(c) If FRTR does not receive disposition instructions within 48 hours of the time of FRTR's attempted first notification, FRTR will attempt to issue a second and final confirmed notification. Such notice shall advise that if FRTR does not receive disposition instructions within 10 days of that notification, FRTR may offer the shipment for sale at a public auction and FRTR has the right to offer the shipment for sale. The amount of sale will be applied to FRTR's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where FRTR has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of FRTR, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, FRTR may dispose of property to the best advantage. When FRTR is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, the risk after unloading or delivery shall not be that of FRTR.

7. INSURANCE: FRTR IS NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. FRTR provides no insurance for Shipper or its property.

8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: Shipper understands that even if Shipper's property is lost, stolen, delayed or damaged, FRTR does not pay replacement or restoration cost of any property. FRTR'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE FAIR MARKET VALUE (THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS,

ARM'S LENGTH SALE.) OR \$5.00 (USD) PER POUND OF CARGO LOST OR DAMAGED UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE. Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):

- (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures;
- (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing;
- (c) Personal effects, including without limitation, papers and documents;
- (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by FRTR for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, FRTR'S MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$20,000 PER SHIPMENT. Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft of, or damage to their property, FRTR shall never 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, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:

- (a) whenever or wherever the claimed loss or damage may occur;
- (b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause; and;
- (c) even though FRTR may have been advised or be on notice of the possibility or even the probability of such damages.

9. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and FRTR relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to FRTR unless Shipper's account is current.

(b) Shipper understands and acknowledges that FRTR does not accept or transport illegal or hazardous materials of any kind or nature. Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property, or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

(c) Shipper shall defend and indemnify FRTR, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with FRTR.

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 at the port of export), except that claims for failure to make delivery 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 FRTR no later than two (2) years and one (1) day from the day when written notice is given by FRTR to the claimant that FRTR has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to: Freeman Transportation Claims, c/o Gallagher Bassett Services, Attn: Claims Adjuster, 6504 International Parkway, Suite 2100, Plano, TX 75093 as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on FRTR within 72 hours of the receipt of the property, it is agreed between FRTR and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Claims filed more than nine (9) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

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 ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

12. MISCELLANEOUS: (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract. (b) Shipper understands that once its property is shipped by FRTR pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail, or road, for the purpose of confirming the right of FRTR to control the handling of the property and all matters related to payment for the shipment.

F R E E M A N
Companies



Air Cargo Service Request and Shipping Instructions Contract

In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Service Request and Shipping Instruction Contract is NON-NEGOTIABLE and has been prepared by Shipper, or if by FRTR or another on Shipper's behalf, it shall be deemed, conclusively, to have been prepared by the Shipper. The Shipper agrees that this shipment is subject to the TERMS stated herein and the Terms and Conditions of the Contract in the Service Guide ("Service Guide") in effect on the date of shipment, which are incorporated herein by reference, and made a part of this Contract. The Service Guide shall control in the event of conflict with these TERMS or any other documents. The Service Guide is available at <http://www.myfreemanonline.com>, at show site, or by writing to FRTR. All TERMS, including but not limited to, all the limitations of liability, shall apply to our agents and their contracting carriers.

1. DEFINITIONS: In this Contract, "Freeman Transportation" ("FRTR") means Freeman Decorating Services, Inc. dba Freeman Transportation and all of its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by FRTR. The term "Shipper" means the person or business for whom the property is being transported, and includes its respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excepting only FRTR. "Property" is all objects of any type received from the Shipper for transport by FRTR as described herein. "Consignee" is the party to whom Shipper has designated the goods be delivered.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper's payments and FRTR's services, which the parties have specified in this two-page Contract, FRTR and Shipper each agree that this Contract shall govern their respective rights and obligations with regard to transport of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of FRTR, and the responsibility of FRTR under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. FRTR'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: FRTR is responsible for the satisfactory performance of only those services which it directly provides under this Contract. FRTR shall never be responsible for the performance of individuals of firms who are not under the direct supervision or control of FRTR. FRTR shall never be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of FRTR. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS (SEE "SERVICE GUIDE"), FRTR DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

4. PACKAGING AND CRATES: Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Each piece must 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 adequate strength for transportation. FRTR makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association. For shipments of Perishable Commodities, U.S. and Canadian shipments must be packed to travel without spoilage for 72 hours from time of pickup; all International shipments must be packed to travel without spoilage for 24 hours beyond an agreed deadline. FRTR reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities.

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

(a) FRTR shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.

(b) Storage charges, based on FRTR's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at FRTR's option, in any location that provides reasonable protection against loss or damage. FRTR may place the shipment in public storage at the owner's expense and without liability to FRTR.

(c) If FRTR does not receive disposition instructions within 48 hours of the time of FRTR's attempted first notification, FRTR will attempt to issue a second and final confirmed notification. Such notice shall advise that if FRTR does not receive disposition instructions within 10 days of that notification, FRTR may offer the shipment for sale at a public auction and FRTR has the right to offer the shipment for sale. The amount of sale will be applied to FRTR's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where FRTR has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of FRTR, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, FRTR may dispose of property to the best advantage. Where FRTR is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, FRTR's liability for the shipment shall terminate after unloading or delivery.

6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: FRTR'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 (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF \$50.00 (USD) PER SHIPMENT OR \$50 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SERVICE REQUEST AND SHIPPING INSTRUCTIONS FORM AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL FRTR'S LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, FRTR'S LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SHIPPING REQUEST AND SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):

- (a) artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
- (b) clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;
- (c) personal effects;
- (d) and other inherently fragile or unique items, including prototypes, etc.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by FRTR for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, FRTR shall never 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, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:

- (a) whenever or wherever the claimed loss or damage may occur;
- (b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause; and;
- (c) even though FRTR may have been advised or be on notice of the possibility or even the probability of such damages.

FRTR makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for FRTR's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, FRTR will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on international shipments, loss or damage unless caused by FRTR's sole negligence.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and FRTR relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.

(b) Shipper understands and acknowledges that FRTR does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

(c) Shipper shall defend and indemnify FRTR, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with (b) of this Agreement regarding the inclusion of any dangerous substances in the property placed with FRTR.

8. CLAIMS: Shipper, Consignee, or any other party claiming an interest in the shipment must notify FRTR immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within fourteen (14) days of delivery, of any loss or damage to the shipment. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. The amount of the claim may not be deducted from the transportation charges. Notice of loss or damage MUST be reported to FRTR. The shipment, its container(s), and packing material must be made available to FRTR for inspection at the delivery location. All shipments are subject to opening for inspection by FRTR; however, FRTR is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to FRTR within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by FRTR. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and FRTR's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to FRTR within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against FRTR unless (a) claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by FRTR unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by FRTR unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by FRTR of service of process of the action on FRTR. Claims for loss or damage must be delivered to the following address: Freeman Transportation Claims, c/o Gallagher Bassett Services, Attn: Claims Adjuster, 6504 International Parkway, Suite 2100, Plano, TX 75093.

9. CHOICE OF FORUM: THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES (INCLUDING ADOPTED INTERNATIONAL CONVENTIONS) AND THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE STATE'S CONFLICT OF LAWS RULES. FRTR AND SHIPPER AGREE THAT ANY CLAIM OR DISPUTE OF ANY SORT ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WILL APPLY. IF BINDING ARBITRATION IS UNAVAILABLE TO RESOLVE ANY CONTROVERSY AND IT IS NECESSARY TO LITIGATE THE DISPUTE, THE DISPUTE SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

10. MISCELLANEOUS: (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; (b) Shipper understands that once its property is shipped by FRTR pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment; stop the shipment in transit, or divert or reschedule same, and that Shipper will have no control over the property until it is delivered pursuant to the instructions in this Contract; (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail, or road, for the purpose of confirming the right of FRTR to control the handling of the property and all matters related to payment for the shipment.

F R E E M A N F R E E M A N

RUSH

RUSH

WAREHOUSE SHIPMENT

DIRECT TO SHOW SITE

TO: _____
(NAME OF EXHIBITING COMPANY)

TO: _____
(NAME OF EXHIBITING COMPANY)

C/O Freeman
Roadway
600 S. 96th Street
Seattle, WA 98108

C/O Freeman
Washington State Convention & Trade Center
800 Convention Place
Seattle, WA 98101

EVENT _____ SC2005 _____

EVENT _____ SC2005 _____

BOOTH NO. _____

BOOTH NO. _____

NO. _____ OF _____ PIECES

NO. _____ OF _____ PIECES

F R E E M A N

RUSH

**HANGING SIGN/
CEILING HUNG MATERIAL**

SHIPPING LABELS

NOTE: EACH LABEL IS DIFFERENT

***PLEASE USE THE
APPROPRIATE LABEL!!***

PLEASE MAKE COPIES AS NEEDED

TO: _____
(NAME OF EXHIBITING COMPANY)

C/O Freeman
Roadway
600 S. 96th Street
Seattle, WA 98108

EVENT _____ SC2005 _____

BOOTH NO. _____

NO. _____ OF _____ PIECES

F R E E M A N

P. O. Box 14210 • Orange, CA 92863-1610
714/254-3400 Fax: 714/490-0801
FreemanAnaheimES@freemanco.com



OUTBOUND MATERIAL HANDLING AND SHIPPING LABELS

NAME OF SHOW: **SC2005** **NOVEMBER 14-17, 2005**
COMPANY NAME: _____ BOOTH#: _____
CONTACT NAME: _____ PHONE#: _____

EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND LABELS. WE WOULD BE HAPPY TO PREPARE THESE FOR YOU IN ADVANCE AND WILL DELIVER THEM TO YOUR BOOTH AT SHOWSITE TO REVIEW AND SIGN. TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE AND RETURN THIS FORM.

SHIPPING INFORMATION

FROM: SHIPPER/EXHIBITOR NAME: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SHIP TO: COMPANY NAME: _____

DELIVERY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE#: _____ ATTN: _____

METHOD OF SHIPMENT

PLEASE CHECK DESIRED METHOD OF SHIPMENT BELOW.

- FREEMAN EXHIBIT TRANSPORTATION
 - 1 Day: Delivery next business day
 - 2 Day: Delivery by 5:00 P.M. second business day
 - Deferred: Delivery within 4 business days

- Standard Ground: Delivery within 3-7 business days
- Expedited Ground: Tailored to specific requirements
- Specialized: Pad wrapped, uncrated, or truckload

- OTHER COMMON CARRIER _____
- OTHER VAN LINE _____
- OTHER AIR FREIGHT _____
 - Next Day Second Day Deferred

Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center.

Verify the piece count, weight, and that a signature is on the Material Handling Agreement prior to shipping out.

SHIPMENTS WITHOUT PAPERWORK TURNED IN WILL BE RETURNED TO FREEMAN'S WAREHOUSE AT EXHIBITOR'S EXPENSE.

DESIRED NUMBER OF LABELS: _____