



THE WRIGHT DISPLAY SERVICE

837873 Ontario Inc.

3 Jody Avenue, Unit G

North York, Ontario M3N 1H3

Tel: 416-410-1842 • Emergency 1-888-256-9962

COMBINATION SHORT FORM OF STRAIGHT BILL OF LADING - EXPRESS SHIPPING CONTRACT ADOPTED BY RAIL FREIGHT AND EXPRESS CARRIERS SUBJECT TO THE JURISDICTION OF THE CANADIAN TRANSPORT COMMISSION - ISSUED AT SHIPPER'S REQUEST

Received, subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or, received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of the original Shipping Contract (bill of lading), goods described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the terms and conditions (which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein).

1. approved by the Board of Transport Commissioners for Canada by General Order No.T-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway agency stations and freight offices upon request, when said goods are carried by a rail carrier; or
2. of the bill of lading of the water carrier as provided in its tariffs of Rules and Regulations when said goods are carried by a water carrier; or
3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; or
4. of the bill of lading form prescribed by O.C. 986-79, April 4, 1979, when said goods originating in Quebec are to be carried by a Motor Carrier;
5. or approved by the Board of Transport Commissioners for Canada by General Order No.T-43, set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and express and freight offices upon request, when said goods are carried by a rail carrier and which are agreed to by the shipper and accepted for himself and his assigns.

NAME OF CARRIER	POINT OF ORIGIN	SHIPPING DATE	CARRIER'S NUMBER
CONSIGNEE	SHIPPER		
CONSIGNEE'S STREET ADDRESS		(Mail Address - not for purposes of delivery)	

DESTINATION (CITY-TOWN)	PROV./STATE	COUNTRY OF	If charges are to be prepaid, write or stamp here, "to be prepaid".
ROUTE	CAR INITIAL	CAR NO. TRAILER NO. CONTAINER NO.	

PIECES/PACKAGES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT - subject to cor.	RATE	RECEIVED \$ To apply in prepayment of the charges on the property described hereon.
				AGENT OR CASHIER
				FOR CARRIER'S USE CHARGES
				Advance and/or beyond \$
				MISC. \$
				BASIC \$
				PIECE \$
				VALUE \$
				TOTAL \$
				SHIPPER SHOW AMOUNT OF C.O.D
				AMOUNT C \$
				O FEE \$ <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>
				D TOTAL \$

SPECIAL AGREEMENT BETWEEN
CONSIGNOR AND CARRIER
ADVISE HERE

FOR MOTOR CARRIER SERVICE

DECLARED VALUATION, Maximum liability of \$4.41 Kg (\$2.00/lb), calculated on the total weight of the shipment, unless declared valuation states otherwise \$

NOTICE OF CLAIM a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

WHERE REQUIRED BY THE TARIFF, SHIPPER MUST COMPLETE THE FOLLOWING:

TOTAL NUMBER OF PIECES/PACKAGES	DIMENSIONS OF SHIPMENT	TOTAL CUBIC FEET	DIMENSIONAL WEIGHT	TOTAL WEIGHT	NUMBER X L PIECES/PACKAGES	SHIPPER'S NO.

SHIPPER	AGENT	Received in apparent good order CONSIGNEE
PER	PER	PER

PERMANENT POST OFFICE ADDRESS OF SHIPPER

(THIS BILL OF LADING - EXPRESS SHIPPING CONTRACT IS TO BE SIGNED BY THE SHIPPER AND CARRIER)

PLEASE READ CAREFULLY! YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERIES IN CASE OF LOSS OR DAMAGE. The terms and conditions set forth below are part of the contractual agreement between The Wright Display Service and you, the EXHIBITOR. EXHIBITOR agrees to and accepts the terms and conditions of this contract when any of the following conditions are met:

- THE MATERIAL HANDLING AGREEMENT IS SIGNED; OR
- THE EXHIBITOR'S MATERIALS ARE DELIVERED BY A CARRIER TO THE WRIGHT DISPLAY SERVICE WAREHOUSE OR TO A SHOWEXPOSITION SITE FOR WHICH THE WRIGHT DISPLAY SERVICE IS THE OFFICIAL SHOW CONTRACTOR, OR A SUBCONTRACTOR FOR THE OFFICIAL SHOW CONTRACTOR; OR
- AN ORDER FOR LABOUR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH THE WRIGHT DISPLAY SERVICE.

1. **DEFINITIONS.** For purposes of this contract, The Wright Display Service hereafter called 'Wright' and their employees, officers, agents, and assigns, affiliated companies, related entities including but not limited to any subcontractors Wright may appoint. The term "EXHIBITOR" means the EXHIBITOR, its employees, agents, representatives, and any EXHIBITOR Appointed Contractor ("EAC"). Further, it is hereby understood and agreed that the "EXHIBITOR" is in fact the "Shipper" for all purposes and circumstances, notwithstanding anything contained in this contract to the contrary.

2. **PACKAGING AND CRATES** Wright shall not be responsible for damage to loose, uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damaged, carpets in bags or poly, or materials improperly packed. In addition, Wright shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or having, prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

3. **EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or his representative. All previous labels must be removed or obliterated Wright assumes no responsibility for:

- Error in the above procedures
- removal of containers with old empty labels & without Wright labels
- Improper information or empty labels

WRIGHT WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

4. **INBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or his representative and during such time the materials will be left unattended. WRIGHT WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT THE SHOW SITE. Wright recommends the securing of security services from Facility or Show Management.

5. **OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. WRIGHT WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Wright highly recommends securing of securing services from Facility or Show Management. All Material Handling Agreements submitted to Wright by exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any agreement form submitted to Wright and the actual count of such items in the booth at the time of pickup.

6. **DELIVERY TO THE CARRIER FOR RELOADING.** WRIGHT WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S APPOINTED CARRIER, SHIPPER, OR AGENT FOR TRANSPORTATION AFTER THE EVENT, INCLUDING A WRIGHT DESIGNATED CARRIER IN ACCORDANCE WITH SECTION 7 BELOW. Wright loads the materials onto the carrier under directions from the carrier or driver of the same carrier. Any reloading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. WRIGHT ASSUMES NO RESPONSIBILITY FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISES OUT OF IMPROPERLY LOADED MATERIALS.

7. **DESIGNATED CARRIERS.** In order to expedite removal of materials from the show site, Wright shall have the authority to change designated carriers if the carrier designated by the EXHIBITOR does not pick up the shipment(s) in time. Where no disposition is made by EXHIBITOR, material may be taken to a warehouse to await EXHIBITOR's shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL WRIGHT BE RESPONSIBLE OR LIABLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION. EXHIBITOR hereby understands and agrees that the carrier's terms and conditions apply to their shipment once the materials have been accepted by said carrier. It is the responsibility of the EXHIBITOR to familiarize themselves with these terms and conditions. WRIGHT WILL NOT BE RESPONSIBLE OR LIABLE FOR FAILURE TO PROVIDE THESE CARRIER TERMS AND CONDITIONS TO THE EXHIBITOR.

8. **WRIGHT'S RESPONSIBILITIES.** Wright shall be responsible only for those services which it directly provides. Wright assumes no responsibility for any persons, parties or other contracting firms not under Wright's direct supervision and control. Wright shall not be responsible for loss, delay, or damage due to strike, lockouts, workouts, work stoppages, natural element, vandalism, acts of God, civil disturbances, power failure, explosion, acts of terrorism or war, other causes beyond Wright's reasonable control, nor for ordinary wear & tear in the handling of materials.

10. **CLAIM(S) FOR LOSS.** EXHIBITOR agrees that any and all claims for losses or damage must be submitted to Wright immediately at the show site and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR's materials are delivered to the carrier for transportation from the show site or from Wright's warehouse.) All claims report after thirty (30) business days will be rejected. In no event shall a suit or action be brought against Wright more than one year after the date of loss, or damaged occurred.

a. **PAYMENT FOR SERVICE MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and Wright relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to Wright for its services, as an offset against the amount of any alleged loss or damage. Any claims against Wright shall be considered a separate transaction, and shall be resolved on its own merits.

b. **MAXIMUM RECOVERY.** THE DECLARED VALUE DOES NOT APPLY TO THE SERVICES PROVIDED BY WRIGHT. If found liable for any loss, Wright's sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR's materials and EXHIBITOR's sole and exclusive remedy is limited to repair or replacement with like kind and quality, subject to a dollar amount limited equal to the amount paid by EXHIBITOR to Wright for material handling services during the show or exposition under this contract.

c. **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** Wright's liability shall be limited to any loss or damage which results solely from Wright's NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR's shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss damage. In no event shall Wright be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental or consequential damages, whether such damages occur either prior to subsequent to or are alleged as a result of tortious conduct, failure of the equipment or services of Wright or breach of any of the provisions of this agreement regardless of the form of action, whether in contract or in (or) including strict liability and negligence, even if Wright has been advised or has notice of the possibility of such damages include but are not limited to: loss of profits, loss of use or interruption of business, or other consequential or indirect economic loss(es).

11. **INDEMNIFICATION.** EXHIBITOR agrees to indemnify forever hold harmless and defend Wright and their employees, officers, agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements, and expenses (including but not limited to reasonable attorneys fees and investigation costs) on account of personal injury or death, damage to or loss of property or profits arising out of or contributed to, by any of the following:

- EXHIBITOR'S negligent supervision of any labour occurred through Wright, or the negligent supervision of such labour by any of EXHIBITOR's employees, agents, representatives, customers, invitees and/or any EXHIBITOR Appointed Contractor (EAC).
- EXHIBITOR's negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of the EXHIBITOR's employees, agents, representatives, customers, invitees and/or any EXHIBITOR Appointed Contractor (EAC) at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of Wright's equipment?
- EXHIBITOR's violation of Federal, Provincial, State, County or Local ordinances;
- EXHIBITOR's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

13. **MISCELLANEOUS.** EXHIBITOR, as a material part of the consideration to Wright for material handling services, waives and releases all claims against Wright, its employees, agents and officers with respect to all matters for which Wright has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read this agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive agreement between the parties. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity of unenforceability of all other provisions herein.