

INTERNATIONAL CES INNOVATIONS 2010 DESIGN AND ENGINEERING AWARDS **HONOREE BENEFITS**



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HONOREE PRESHOW BENEFITS

2010 INTERNATIONAL CES® NEW YORK PRESS PREVIEW

The Metropolitan Pavilion in New York City

- The highly anticipated Best of Innovations announcements will be made on Tuesday, November 10, 2009 at the 2010 International CES press conference, attended by elite industry media eager to learn about this year's Innovations honorees.
- Purchase a tabletop at the Innovations honorees reduced rate to make sure your company name and winning products are included in the breaking news headlines. To purchase a tabletop, contact Ryan Strowger at 703-907-7432 or CESUnveiled@CE.org.

THE BEST OF INNOVATIONS PRODUCT DISPLAY AT CES UNVEILED@NY

- If you are a CES exhibitor participating in CES Unveiled@NY on Tuesday, November 10, 2009 and your product is designated as a Best of Innovations honoree, it could be featured in the press conference before the Unveiled event, driving press to visit you and see your product.

UNIQUE EXPOSURE

- Innovations honoree product photos and descriptions are posted on CESweb.org/Innovations, visible to CES attendees, exhibitors and media and trafficked by millions.
- Best of Innovations honorees are listed in an official press release.
- Gain access to the International CES press/analyst attendee list at CESweb.org/exhibitors/pr.
- Invite the press to view your winning Innovations product at CES (for exhibitors only).

HONOREE ON-SITE BENEFITS

CES UNVEILED: THE OFFICIAL PRESS EVENT OF THE INTERNATIONAL CES

- Take the opportunity to demonstrate your product at CES Unveiled, Tuesday, January 5, 2010 at The Venetian. This is your ticket to press connections — before the show even opens! For details, contact Ryan Strowger at 703-907-7432 or CESUnveiled@CE.org.

INNOVATIONS DESIGN AND ENGINEERING SHOWCASE

- Have a spotlight for your product and brand in one of the most talked-about venues of the International CES: the Innovations Design and Engineering Showcase.

CENTER STAGE IN THE INNOVATIONS SHOWCASE

- Sign up for a slot to pitch your product in the Innovations 2010 Design and Engineering Showcase. Conduct a mini press conference, giving your company and product exposure to press, financial analysts, venture capitalists, buyers and more.
- Participate in the nationally syndicated consumer electronics radio program Into Tomorrow with Dave Graveline live broadcast. Into Tomorrow with Dave Graveline is celebrating its 15th anniversary at CES. For details, contact Rob Almanza at rob@graveline.com or 305-824-9000, ext. 20.
- Receive an attractive Innovations 2010 award to show off in your booth at the 2010 International CES and in your trophy case after the show.
- Receive a listing in the Innovations 2010 on-site directory featured in the January/February issue of CE Vision magazine.
- Display the Innovations logo next to your company listing in the Official International CES Show Directory (for official International CES exhibitors only).
- Display Innovations signage in your booth, acknowledging your Innovations honoree status.
- Entertain key industry journalists and retailers who visit the Innovations honoree displays.
- Gain exposure on the official website, CESweb.org/Innovations, where the Innovations pages are among the most-visited.
- Seize the opportunity to host a reception or coffee break and press conference, to promote your company and your winning Innovations design.

HONOREE POST-SHOW BENEFITS

- Best of Innovations Honoree products will be displayed at the other industry events throughout the year receiving extended exposure.
- Place the coveted Innovations logo on your product's packaging and advertising.
- Color product photos are featured in Innovation, the spring quarterly of the Industrial Designers Society of America.
- Send out a follow-up mailing to reporters about your product and the interest it generated at your booth.
- Continued exposure on CESweb.org/Innovations.





CONGRATULATIONS

on becoming an INNOVATIONS 2010 HONOREE!

The January/February issue of *CE Vision* is the official publication of the Innovations 2010 Design and Engineering Awards. This issue will showcase the honorees in a special section of the magazine.

Place an Innovations ad in *CE Vision* and receive additional exposure for your company and product, plus bonus distribution of this issue at the 2010 International CES® in Las Vegas. Include your message in *CE Vision*, the official magazine of the Consumer Electronics Association (CEA)® and reach a huge buying audience.

The January/February issue of *CE Vision* is distributed to an audience of more than 30,000.

- 23,000 subscribers
- Special CES distribution including exhibitor booths, publication bins, CEA lounges, executive suite, government affairs suite, press rooms, Experience CEA and CES Unveiled
- Placement and distribution in the Innovations Awards Showcase – the official on-site honoree display

Reach the key CE manufacturers, retailers, engineers, designers and analysts with your ad in *CE Vision's* special issue. Promote your product and celebrate your Innovations Award.

Full-page color ad: \$5,000 net

Half-page color ad: \$3,000 net

- ☐ Yes, I'd like to reserve space in *CE Vision* magazine.
- ☐ Please include the honoree logo on our ad.
- ☐ Place our ad as close to the winners list as possible.
- ☐ Have an ad rep call me to reserve space.

Name: _____

Company: _____

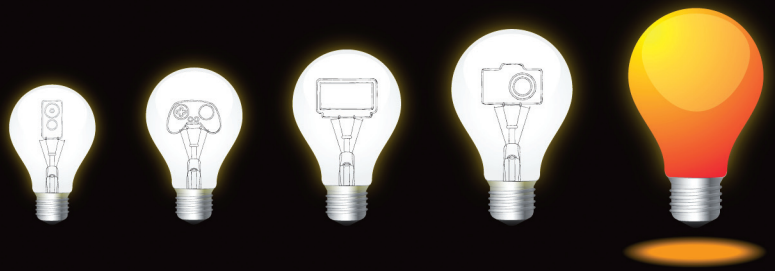
Address: _____ City: _____ State: _____

Phone: _____ Email: _____

The advertising deadline to reserve space is Wednesday, November 11, 2009.

Fax this form to CES Sales at 703-907-7691. **Questions?** Call 703-907-7645.

Innovation is Brilliant



INNOVATIONS 2010 DESIGN AND ENGINEERING AWARDS SHIPPING AND DELIVERY INSTRUCTIONS

Shipping Your Product to International CES®

Please ship your product to GES Exposition Services Warehouse by December 18, 2009. The warehouse will begin receiving advanced shipments from November 30, 2009. Your product will be secured and installed in the display by the Innovations staff, who will record receipt of the delivery. The GES warehouse will be closed December 24-25, 2009, in observance of Christmas and January 1, 2010, in observance of New Year's Day.

Shipping address: Innovations 2010 Showcase
LVCC, Grand Lobby
2010 International CES
c/o GES Exposition Services
7000 Lindell Road
Las Vegas, NV 89118-4702

- On CESweb.org/Innovations/HonoreeUtilities under "tracking labels", you will find templates to make fluorescent labels. These labels will allow GES and Innovations staff to easily identify your packages. Best of Innovations award winners use PINK. Honoree award winners use GREEN.
- All Innovations deliveries must use both of these labels on the OUTSIDE of the shipment, including FedEx, DHL or any other express mail services, which will also require the mail service's usual labeling.
- It is your responsibility to have your product available for display. CES will not be held responsible for any product not delivered.

Product Drop-off at the Innovations Showcase

Where: LVCC, Grand Lobby, Innovations Showcase

When: 9 a.m.-5 p.m., January 4-6, 2010 and throughout the duration of International CES, January 7-10, 2010

You will be required to sign-in the product for security and tracking purposes. The Innovations staff will then place your product in a pre-determined display area, based on category and size, in covered Plexiglas display units.

Product Return

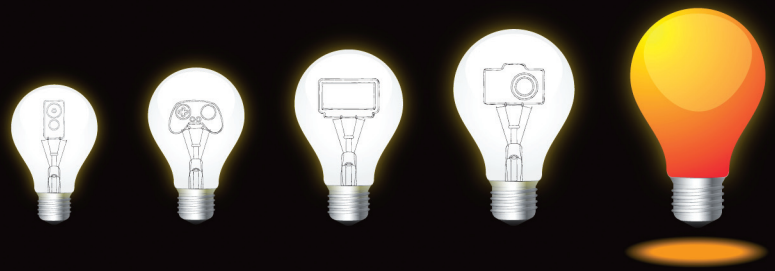
You have two options in getting your product back from the Innovations Showcase:

1. Ship your product back via GES.
2. Pick up your product directly from the showcase.

Please see instructions on the next page.



Innovation is Brilliant



Shipping Instructions:

Complete and fax back the GES 2010 Innovations Showcase Shipping Form by November 20, 2009.

Product Pickup Instructions:

- Product picked up on-site may be collected from 5-7 p.m. on January 10, 2010. You will be required to provide proof of identity (business card, driver's license and/or show badge) and complete a property release form. We cannot remove product from the display units until the close of the show.
- Due to the lengthy on-site pickup process, you are strongly encouraged to have Innovations staff ship your product back via GES, according to the information you provide on the Product Inventory and Shipping Form.
- NOTE: After 7 p.m. on January 10, product pickup will close and your product will be shipped back via GES using the credit card on file with GES. If GES does not have a shipping form, your product will be discarded.
- Even if you plan to pick up your product from the showcase, it is recommended that you fill out the shipping form.

Important Reminders

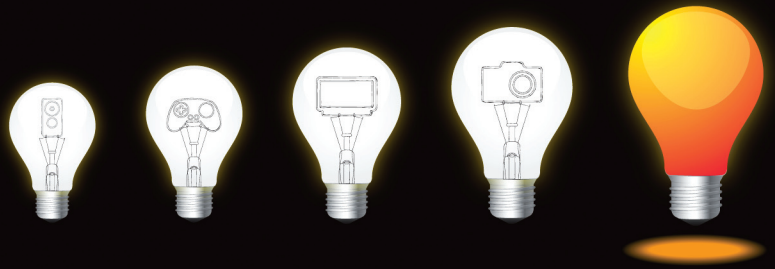
- Complete and fax the GES 2010 Innovations Showcase Shipping Form by November 20, 2009, to 703-907-4181. If you do not provide GES with a completed 2010 Innovations Showcase Shipping Form, any shipping costs will be charged to the exhibit credit card GES has on file.
- You are encouraged to allow Innovations staff to ship your product back to you via GES because of the extensive on-site product return process.
- Product pickup will close at 7 p.m. on Sunday, January 10. Products that were not picked up will be shipped back via GES using the credit card GES has on file. If GES does not have a shipping form, your product will be discarded.

Shipments 1-100 pounds				
Shipment Weight (lbs)	Ground	AIR		
		Deferred	2nd Day	Next Day
1-19 lbs	\$60.00	\$70.00	\$85.00	\$95.00
20-39 lbs	\$70.00	\$80.00	\$90.00	\$125.00
40-59 lbs	\$80.00	\$95.00	\$110.00	\$150.00
60-79 lbs	\$90.00	\$105.00	\$135.00	\$175.00
80-100 lbs	\$105.00	\$120.00	\$155.00	\$205.00
<i>Actual weight</i>		<i>Rated on the greater of actual or dimensional weight</i>		

A fuel charge of at least \$5.00 is added to all shipments.
See a Logistics representative at the GES Service Desk for questions or call 888-454-4437.



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INNOVATIONS 2010 DESIGN AND ENGINEERING AWARDS Product Inventory and Shipment Form

- Complete a separate form for each product selected as an Innovations honoree.
- Please return this form via fax no later than December 4, 2009 to 703-907-4181.
- **REMINDER:** To be eligible to participate in the Innovations Showcase your company must be a 2010 International CES® exhibitor.
- **BEST OF INNOVATIONS HONOREES:** CEA will hold your product or mock up for up to one year, for display at other CES or CEA related events, free of charge.
- **RETURN SHIPPING POLICY:** If you do not fax this form by December 4, 2009, any shipping costs will be charged to the exhibitor credit card GES has on file.

Best of Innovations Honorees

- ☐ Yes, I will display my product at CES Unveiled on January 6, 2010, in the Innovations Showcase at the 2010 CES, January 7-10, 2010, and other CEA events throughout the year.
- ☐ No, I will not display my product at any CEA events throughout the year.
- Product Name/Model #: _____

Innovations Honorees

- ☐ Yes, I will display my product in the Innovations Showcase at the 2010 CES, January 7-10, 2010.
- ☐ No, I will not display my product at the 2010 CES.
- Product Name/Model #: _____

Return Shipping Information

Honoree contact information must be filled out on the following form, regardless of your choice below.

Return Shipment via GES Logistics

- ☐ Yes, I would like the GES to ship my product using the credit card and shipping information. I have filled out the attached GES Innovations Showcase Payment & Credit Card Charge Authorization form.

Self Pick-up

5-7 p.m., Sunday, January 10, 2010

- ☐ Yes, I will be responsible for picking up my product at the Innovations Showcase in the Grand Lobby of the Las Vegas Convention Center. I understand that product pick-up is from 5-7 p.m. on Sunday, January 10, 2010. If no one claims the product by 7 p.m., it will be shipped via GES logistics using the credit card and shipping information attached.

Donate to Charity

- ☐ Yes, I would like my product to be returned to CEA to be held for future events and/or donated to charity.

Discard Product

- ☐ Yes, CEA has my permission to throw away the product listed above after the 2010 CES.



Contact us Online: www.ges.com/contact Phone: 800.475.2098 or 702.515.5970 for international exhibitors

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Manual.

FORM DEADLINE DATE:

December 4, 2009

2010 International CES - Innovations Showcase

COMPANY NAME	EMAIL ADDRESS	BOOTH NUMBER
STREET ADDRESS	CITY	STATE ZIP COUNTRY
PHONE	FAX	PURCHASE ORDER NUMBER
SHOWSITE CONTACT	SHOWSITE CONTACT EMERGENCY PHONE NUMBER	CONTACT'S HOTEL (OPTIONAL)

Payment Policy

Payment for Services — GES requires payment in full at the time services are ordered. Further, GES requires that you provide a credit card authorization with your initial order. For your convenience, we will use this authorization to charge your account for services, which may include labor, material handling, or any applicable fuel or energy surcharge.

Discount Prices — To qualify for discount pricing, orders must be received with payment on or before the discount price deadline(s).

Method of Payment — GES Exposition Services accepts MasterCard, Visa, American Express, check and bank wire transfer. Purchase orders are not considered payment. All payments must be made in U.S. funds drawn on a U.S. Bank. *Exhibitors will be charged a \$50.00 fee for returned NSF checks.*

Third Party Billing — Each exhibiting firm is ultimately responsible for all charges incurred on its behalf. GES Exposition Services reserves the right to institute collection action against the exhibitor if the authorized third party does not pay. See *Third Party Billing Request* form.

Tax Exempt — If you are tax exempt in the state in which you will be exhibiting, you must provide a Sales Tax Exemption Certificate for that state. Please send the above information to the GES office for this show. Taxes vary by location and will be added to your invoice, if you do not submit your tax exempt certificate prior to the deadline.

Adjustments and Cancellations — No adjustments to invoices will be made after the close of the show. Please refer to the individual forms for labor, etc. for cancellation fees. All orders cancelled by the Exhibitor or due to the cancellation of an event or their non-participation may be subject to cancellation fees equal to 50% - 100% of the total order, based upon the status of move-in, work performed and/or GES set-up costs or expenses. A minimum non-refundable deposit of \$25.00 will be applied towards the invoice, unless there is a cancellation of your order. Additionally, GES retains the right to implement/assess a fuel or energy surcharge on all services as necessary based upon market conditions.

Bank wire transfer payment information:

Beneficiary: GES Exposition Services

c/o Bank of America

1655 Grant Street

Concord, CA 94520 USA

Telephone # 800.729.9473 Option #1

Account #: 7188-1-01819

ABA Routing #: 0260-0959-3

SWIFT Address: BOFAUS3N

CHIPS Address: 0959

If requested, following is the physical address for routing identifiers:

100 West 33rd Street, New York, NY 10001 USA

To properly credit your account, send the following information to the GES address listed on the order forms:

- exhibiting company name, show name, show facility, and booth number
- date and amount of wire transfer
- bank and country where transfer originated

• If you have any questions regarding our payment policy, please call GES National Servicer[®] at 800.475.2098 or visit the GES Servicer[®] at the show.

• Please complete the information and return payment in full with this form and your orders. You may choose to pay by credit card, check, or bank wire transfer, however, we require your credit card charge authorization to be on file with GES.

• All balances must be paid at the conclusion of the event. You agree to late fees up to 1.5% per month on any balance not paid at the conclusion of the event, or balance left without appropriate credit card on file.

• For your convenience, we will use this authorization to charge your credit card for any additional amounts ordered by your representative or services rendered to your company for this event.

• GES will charge a convenience fee for each request to reprocess payment to an alternate credit card in order to cover incremental processing costs. An alternate credit card is a credit card different than the one used to process your initial payment in accordance with GES payment policy. The convenience fee will be quoted at the time your request is made to reprocess payment. The convenience fee will be added to your account balance and settled utilizing the new credit card provided.

I agree in placing this order that I have accepted GES Payment Policy and GES Terms & Conditions of Contract.

PLEASE SIGN ☒

AUTHORIZED SIGNATURE

AUTHORIZED NAME - PLEASE PRINT

DATE

Credit Card Charge Authorization

All information must be provided. **Your order will not be processed if any information is missing.** (i.e. Expiration Date, Account Number, Contact Information, Type of Card, and Signature.) **We require your credit card charge authorization to be on file with GES even if you are paying by check or bank wire transfer.**

Account Number	<input type="checkbox"/> Corporate Card	<input type="checkbox"/> Personal Card

PROVIDE EXPIRATION DATE

EXPIRATION DATE

☐ MasterCard
☐ VISA
☐ American Express

CARDHOLDER'S NAME	PLEASE PRINT
CARDHOLDER'S BILLING ADDRESS	CITY
STATE	ZIP COUNTRY

PLEASE SIGN ☒

CARDHOLDER'S SIGNATURE

DATE

Calculation of Orders

TOTAL

Material Handling	\$
Carpet	\$
Furniture & Accessories	\$
Specialty Furniture	\$
Standard Exhibit Systems	\$
Hardwall Exhibit Systems	\$
Graphics & Signage	\$
Installation & Dismantling Labor	\$
In-Booth Forklift & Labor	\$
Hanging Sign Labor	\$
Cleaning	\$
Electrical	\$
Other GES Services (Specify)	\$
FULL PAYMENT in U.S. funds drawn on a U.S. Bank GES Exposition Services, Inc. Federal ID #59-1008863 GES is exempt from backup withholding tax.	\$

To simplify payment, send a check payable to GES Exposition, Inc. for your entire order or note the amount to be charged to your credit card.

Charge my credit card in the amount of: \$

Enclosed is a check in the amount of: \$

Check Number: Dated:

GES requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior.

***This form must be returned to GES for your orders to be processed.**

NEED ASSISTANCE?

Toll-free 800.475.2098 Tel: 702.515.5970 www.ges.com/contact

11-1001-04894

2010 International CES

January 7 - 10, 2010

GES TERMS AND CONDITIONS ARE SUBJECT TO
CHANGE AT GES' SOLE DISCRETION WITHOUT NOTICE
TO ANY PARTIES

I. Definitions:

GES: GES Exposition Services, Inc., d/b/a GES and/or GES Logistics, and/or Trade Show Electrical (a/k/a TSE), and/or Trade Show Rigging (a/k/a TSR) and their employees;

Agents: GES' agents, sub-contractors, carriers, and the agents of each.

Customer: Exhibitor or other party requesting Services from GES.

Carrier: Motor carrier, van line, air carrier, or air or surface carrier/ freight forwarder.

Shipper: Party who tenders Goods to Carrier for transportation.

Goods: Exhibits, property, and commodities of any type for which GES is requested to perform Services.

Cold Storage: Holding of Goods in a climate controlled area.

Accessible Storage: Holding of Goods in an area from which Goods may be removed during shows.

Services: Warehousing, transportation, drayage, un-supervised labor, supervised labor and/or related services.

Show Site: The venue or place where an exposition or event takes place.

Supervised Labor: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space, and is supervised and/or directed by GES.

Un-Supervised Labor: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and per Customer's election is not supervised and or directed by GES. Customer assumes the responsibility for the work of union labor when Customer elects to use unsupervised labor.

II. Scope:

These Terms and Conditions shall be binding upon Customer, GES, and their respective Agents and representatives, including but not limited to Customer contracted labor such as Customer Appointed Contractors and Installation and Dismantle Companies, and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

By acceptance of services of GES or Agents, Customer and any other party with an interest in the Goods agree to these Terms and Conditions.

III. Customer Obligations

Payment for services. Customer shall be liable for all unpaid charges for services performed by GES or Agents. Customer authorizes GES to charge its' credit card directly for services rendered on its' behalf after departure, by placing an order on-line, via fax, phone or through a work order on site.

Credit Terms. All charges are due before Services are performed unless other arrangements have been made in advance. GES has the right to require prepayment or guarantee of the charges at the time of request for Services. A failure to pay timely will result in Customer having to pay in cash in advance for future services. If a credit card is provided to GES, GES is authorized to bill to such credit card any unpaid charges for services provided to Customer, including charges for return shipping. Any charges not paid within 30 days of delivery will be subject to interest at 1 ½% per month until paid.

IV. Mutual Obligations**Indemnification:**

Customer to GES: Except to the extent of GES's own negligence and/or willful misconduct, Customer shall defend, hold harmless and indemnify

GES from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property, relating to or arising from performance under this Agreement.

Customer agrees to indemnify and hold GES harmless for any and all acts of its representatives and agents, including but not limited to Customer Appointed Contractors and Installation and Dismantle Companies, any subtenant or other user of its' space or any agents or employees engaged in business on its' behalf of Customer or present at Customers' invitation.

GES to Customer: To the extent of GES' own negligence and/or willful misconduct, and subject to the limitations of liability below, GES shall defend, hold harmless and indemnify Customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of **persons, or damage to property other than Goods.** GES assumes no liability for bodily injury resulting from Customer's presence in areas which have been marked as "off limits to exhibitors" and during hours and days when exhibitors are present in the facility, prior to the start of and after the conclusion of their space lease with show management.

V. No liability for consequential damages. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME.

VI. GES Liability for Loss or Damage to Goods

Negligence standard: GES shall be liable, subject to the limitations contained herein, for loss or damage to Goods only if such loss or damage is caused by the direct negligence or willful misconduct of GES.

Condition of Goods: GES shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. GES shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods should be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customers' responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor.

Receipt of Goods: GES shall not be liable for Goods received without receipts, freight bills, or specified unit counts on receipts or freight bills. Such Goods shall be delivered to booth without the guarantee of piece count or condition.

Force Majeure: GES shall not be liable for loss or damage that results from Acts of God, weather conditions, act or default of Customer, shipper, or the owner of the Goods, inherent nature of the Goods, public enemy, public authority, labor disputes, and acts of terrorism or war.

Cold Storage: Goods requiring cold storage are stored at Customer's own risk. GES assumes no liability or responsibility for Cold Storage.

Accessible Storage: GES assumes no liability for loss or damage to Goods while in Accessible Storage. Storage charges are for the use of space and are not a form of insurance, or a guarantee of security.

Unattended Goods: GES assumes no liability for loss or damage to unattended Goods received at Show Site at any time from the point of receipt of inbound Goods until the loading of the outbound Goods, including the entire term of the respective show or exhibition. Customer is responsible for insuring its' own Goods for any and all risk of loss.

Labor: GES assumes no liability for loss, damage, or bodily injury arising out of Customer's supervision of GES provided union labor. If GES supervises labor for a fee, GES shall be liable only for actions or claims arising

out of its' negligent supervision. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, and shall provide GES and show management with an indemnity, including defense costs, for any claims that result from Customers' supervision or failure to supervise assigned labor.

Empty Storage: GES assumes no liability for loss or damage to Goods or crates, or the contents therein, while containers are in storage. It is Customer's sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage. Damage that is the direct result of GES' negligence shall be subject to the limitations of liability set forth in this document.

Forced Freight: GES shall not be liable for Goods not picked up by Customer's chosen carrier by the show deadline. It is Customer's responsibility to complete accurate paperwork for shipping and insure its' Goods are appropriately labeled. Customer acknowledges that it is a lessee of space, and as such has an obligation to remove its' Goods on or before the targeted time. If Goods remain on the floor after this point, GES has the right to remove them in order to restore the premises to its' original condition for show management pursuant to the venue's lease with show management. In such cases GES is authorized to proceed in the manner chosen by Customer on the Order for Material Handling Services/ Straight Bill of Lading. Failure to select one of the provided options will result in re-routing at GES' discretion, and at Customer's expense assuming the Goods are labeled for return. GES retains the right to dispose of Goods left on the show floor without liability if left unattended, left without labels or not correctly labeled.

Concealed Damage: GES shall not be liable for concealed loss or damage, uncrated Goods, or improperly packaged or labeled Goods.

Unattended Booth: GES shall not be liable for any loss or damage occurring while Goods are unattended in Customers booth at any time, including, but not limited to, the time the Goods are delivered to the dock until the time the Goods are received by Customers' chosen carrier. All Material Handling Forms and/or Straight Bills of Lading covering outgoing Goods submitted to GES will be checked at the time of pickup from the booth and corrections to the count or condition will be documented where discrepancies exist.

Measure of damage: GES' liability shall be limited to the lesser of 1) the depreciated value of Goods, 2) repair cost, or 3) the limitation of liability. The limitation of liability shall be \$.50 (fifty cents) per pound per piece, \$100.00 (one hundred dollars) per package or \$1,500.00 (one thousand five hundred dollars) per occurrence.

No Insurance: GES is not an insurance company and does not offer or provide insurance. It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods in storage or in transit to and from the show and or while on the show floor is the sole responsibility of Customer, unless it is shown that GES performed in a manner that constitutes gross negligence in the performance of its services for Customer.

Notice of loss or damage: In order to have a valid claim notice of loss or damage to Goods must be given to GES or its agent within 24 hours of occurrence or delivery of Goods, whichever is later.

Filing of claim: Any claim for loss or damage to Goods must be in writing, containing facts sufficient to identify the Goods, asserting liability for alleged loss or damage, and making claim for the payment of a specified or determinable amount of money. Such claim must be filed with the appropriate party within the time limits specified below.

Damage Reports, incident reports, inspection reports, notations of shortage or damage on freight bills or other documents, do not constitute filing

of a claim.

Claims for Goods alleged to be lost, stolen or damaged at the Show Site must be received in writing by GES within sixty (60) days after the close of the show.

Claims for Goods alleged to be lost or damaged **during transit** must be received by the responsible party within nine (9) months of date of delivery of Goods.

GES Logistics subcontracts the movement of Goods to third party carriers. Claims for damage in transit should be made directly with the Customer's carrier as shown on the Material Handling form/ Bill of Lading. In the event of a dispute with GES, Customer will not withhold payment or any amount due GES for Services as an offset against the amount of the alleged loss or damage. Customer agrees to pay GES prior to the close of the show for all such charges and further agrees that any claim Customer may have against GES shall be pursued independently by Customer as a separate action to be resolved on its own merits. GES retains the right to pursue collection on amounts owed after show close, without regard to any amount alleged to be owed for damage, or loss.

Filing of suit: Any action at law regarding loss or damage to Goods must be filed within two years of the date of declination of any part of a claim.

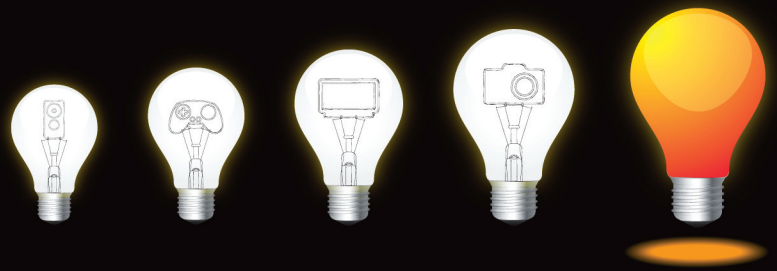
VII. Jurisdiction, Choice of forum. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Nevada. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of Nevada, or as applicable depending upon jurisdiction, the County Circuit Court in Clark County, Nevada.

VIII. Advanced Warehousing/Temporary Storage/Long Term Storage.

All terms and conditions relative to Advanced Warehousing/Temporary Storage/Long Terms Storage are contained in the separate agreement, entitled "Storage Agreement". In the event that a Storage Agreement is not executed between the parties, the following shall apply with respect to GES' liability for Customer's Goods:

The responsibility of GES with respect to Exhibit Material is limited to the exercise of ordinary care and diligence in handling and storing of Customer's Goods. GES shall be liable only for loss or damage to Goods caused by GES' sole negligence. GES' liability is limited to sixty cents per pound (\$.60) of the actual cash value per article. In case of partial loss or damage, the maximum liability shall be prorated based on weight. GES is not responsible for any loss or damage to Goods caused by, but not limited to fire, theft, the elements, vandalism, moisture, vermin, mechanical breakdown or failure, freezing or changes in temperature, as well as any other causes beyond GES' immediate control. GES is not responsible for the marring, scratching or breakage of glass or other fragile items. GES is not liable for the mechanical functions of instruments or appliances even if such articles are packed or unpacked by GES. In no event shall GES be liable for special, incidental, indirect or consequential damages, including business loss of any kind, resulting from any damage to or loss of the Goods or from any act or failure to act. Customer pays storage fees, if any or costs for advance warehousing for use of the space only. There is no guarantee of security or representations made by GES as to appropriateness of the conditions for Exhibitors' Material. The risk of loss remains the Customers alone and GES recommends the Customer carry and maintain insurance in amounts sufficient to cover its' risk.

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