



TERMS & CONDITIONS

AIRFREIGHT: NOTICE CONCERNING FREIGHT FORWARDERS LIMITATIONS OF LIABILITY: IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE FREIGHT FORWARDER WITH RESPECT OF LOSS, DAMAGE OR DELAY TO CARGO TO 19 SDR (SDR- SPECIAL DRAWING RIGHTS)/PER KILOGRAM, UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE PAID IF REQUIRED. THE LIABILITY LIMIT OF 19 SDR (SDR- SPECIAL DRAWING RIGHTS) IS APPROXIMATELY US \$29.46 PER KILOGRAM OR (US \$13.29 PER POUND).

OCEAN FREIGHT: NOTICE OF FREIGHT FORWARDERS LIMITATION OF LIABILITY: UNDER TITLE 46 USC SECTIONS 1315-1315 (CARRIAGE OF GOODS BY SEA ACT-COGSA) NEITHER THE FREIGHT FORWARDER OR ANY SHIP SHALL IN ANY EVENT BE LIABLE FOR ANY LOSS OR DAMAGE OR DELAY TO OR IN CONNECTION WITH THE TRANSPORTATION OF GOODS IN ANY AMOUNT EXCEEDING \$500.00 PER PACKAGE LAWFUL MONEY OF THE UNITED STATES, OR IN CASE OF GOODS SHIPPED IN PACKAGES, PER CUSTOMARY FREIGHT UNIT, OR THE EQUIVALENT OF THAT SUM IN OTHER CURRENCY. UNLESS THE NATURE AND VALUE OF SUCH GOODS HAVE BEEN DECLARED BY THE SHIPPER BEFORE SHIPMENT AND INSERTED IN THE BILL OF LADING AND THE FREIGHT FORWARDER AGREES TO PAY A SUPPLEMENTAL CHARGE AS DETERMINED BY THE FREIGHT FORWARDER.

INSURANCE: TWI can provide insurance coverage if specifically requested by the exhibitor in writing. Attached, is a copy of the insurance request application that needs to be completed by the exhibitor and faxed to the TWI Canada office, **Attn: Insurance Department**, at 905/812-0133. Your commercial invoice(s) must accompany the insurance request application. In addition, please mail the original to TWI per the instructions noted on the application.

A notice of intent to file claim must be received in writing within ten (10) calendar days of receipt of the material and a formal claim received within thirty (30) days of the receipt of the material. Both the notice of intent to file claim and the formal claim will be accepted only at TWI's Canadian office. Transport/handling charges must be paid in full before the respective carrier or its agents will accept a formal claim. Use of TWI's services implies acknowledgement and acceptance of the foregoing.

RESTRICTED ARTICLES: Transport Canada has very strict regulations governing the packaging and shipping of restricted articles and special arrangements must be made for their movement. It is the shipper's responsibility to label the cartons containing restricted articles correctly and to provide TWI with the proper documents for the international shipment. **IMPORTANT:** Plan to have your restricted articles shipment arrive at the consolidation point of your choice one week prior to our published ship dates. Pilots have the final say on whether a restricted articles shipment will fly on their aircraft and considerable delays can occur in their movement. Restricted articles include paints, flammable substances, cleaning solvents, oil and gasoline and their by-products, aerosols, explosives, corrosives, matches/lighters, magnetized and radioactive items. Failure to ship these items properly will seriously delay both the movement and inbound clearance of your equipment. ****Please give TWI advance notice if you are planning to ship restricted articles.**

SHIPMENTS OF FOREIGN-MADE GOODS: In order to avoid the possibility of Canadian Customs assessing duties and/or penalties on returning foreign merchandise, you may wish to have these goods registered prior to their being exported from Canada for the exhibition. The registration process itself is relatively simple; however, since it requires a physical inspection of the goods by Canadian Customs, you must allow additional time for its completion. If you would like to have any of your equipment registered, we ask that you pay particular attention to the following rules and suggestions: List the goods to be registered on a separate commercial invoice. The serial and model numbers must be accessible for the customs inspector to find on the equipment itself. Please ensure that the equipment to be registered arrives at the domestic consolidation point one day prior to the published export deadline date. The completed registration form will be held at the export point until the subsequent return of your equipment or else it can be returned directly to you if required.

ON-FORWARDING AND INTERIM STORAGE: If you plan to use your equipment at another exhibition in Canada or at another location overseas, please notify us in advance so that the necessary arrangements can be coordinated with the on-site service contractor. TWI can also arrange for bonded storage in many locations throughout the world, enabling you to save substantial time and money by keeping your exhibit material overseas between shows.

IMPORTS BACK TO THE CANADA: Should you wish to designate a specific broker to handle the import clearance formalities of your return goods, please notify the TWI Canada office at once. We will require the full address, telephone number, and person to contact at your designated brokerage firm. All import documents will be transferred to your broker immediately upon arrival in Canada so that customs clearance can be accomplished expeditiously. If you prefer that TWI coordinate the entire re-import process, please advise us which port your goods will return to and we will forward the appropriate forms and power of attorney details immediately.

SALE OF EXHIBITS: Goods may be sold during the exhibition, but under no circumstances can they be removed from the exhibition site until duty/tax has been paid and permanent customs import procedures have been completed and the exhibition is over.

ON-SITE CHARGES: TWI will arrange with the on-site service contractor for you to be invoiced for all their services to you. Therefore, it will not be necessary for you to carry cash with you to pay the on-site service contractor. The charges will be billed to you on TWI's invoice.

PAYMENT OF CHARGES AND TERMS: Our terms are net 10 days from date of invoice. This is because the charges for which you are being invoiced represent monies already advanced by TWI and/or its agents. TWI reserves the right to deliver any material in its possession on a C.O.D. basis, with an additional assignment of 1-1 ½ percent per month on any past due amounts, inclusive of all charges to the point of delivery.

CONSTRUCTION OF TERMS AND VENUE: The foregoing terms and conditions shall be construed according to the laws of the Province of Ontario. It is further agreed that jurisdictions and venue for any suit arising out of this transaction may be in the courts of the Province of Ontario. It is further agreed that in the event of any suit to enforce any of the terms and conditions hereof, then in that instance the prevailing party shall be entitled to reasonable legal fees and costs as fixed by Court.

***Please refer to our complete instructions for all pertinent information.