TRADE SHOW SAVVY LLC

Terms and Conditions of Service

Version 1.7 **Effective September 17, 2026** **Download PDF**

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These Terms and Conditions ("Terms") govern all proposals, quotations, estimates, orders, goods, and services provided by Trade Show Savvy LLC, a Texas limited liability company ("TSS," "we," "us," or "our"), to the client identified on the applicable Proposal ("Client," "you," or "your").

IMPORTANT TERMS. These Terms address pricing, payment, insurance, responsibility for losses, and dispute resolution. **THEY INCLUDE LIABILITY LIMITS, RELEASES AND INDEMNITIES COVERING CERTAIN CLAIMS INVOLVING TSS'S OWN NEGLIGENCE, INSURANCE AND SUBROGATION REQUIREMENTS, CLAIM DEADLINES, AND WAIVERS OF JURY TRIAL AND CLASS PROCEEDINGS.** Please review the highlighted provisions, particularly Sections 4, 6, 12–14, 17–19, 22, and 24.

Scope of these Terms

These Terms cover the design, fabrication, transportation coordination, temporary installation, supervision, dismantle, refurbishment, and storage of portable, removable exhibit properties, graphics, and trade fixtures. Such items are generally intended to remain personal property and to be removed after the Show.

Permanent or semi-permanent installations intended to become improvements to real property, including lobby, showroom, museum, visitor-center, and retail installations, are governed by the TSS Permanent Installation Terms. A Proposal containing both kinds of work should identify the separate scopes and provide the applicable terms. The actual work and applicable law determine classification; describing work as temporary does not displace a mandatory construction law.

Sections 12 and 13 govern TSS storage and transportation coordination associated with either scope, subject to mandatory law. For a mixed-scope Proposal, the dispute-resolution provisions in Section 20 of the Permanent Installation Terms govern if that form was furnished and incorporated into the Proposal; otherwise Section 24 applies to the extent permitted by law.

1. Acceptance and formation of agreement

1.1 A Proposal issued by TSS is an offer to provide the goods and services described in it, subject to these Terms. After receiving the Proposal and the notice and access to these Terms described in Section 1.2, Client accepts the offer by approving the Proposal in writing or electronically, issuing a purchase order referencing it, or otherwise instructing TSS to proceed.

1.2 **Publication and incorporation.** These Terms are published at https://tradeshowsavvy.com/terms. The Proposal and its associated acceptance process provide a conspicuous notice that the Proposal is subject to these Terms. Immediately before Client signs or otherwise approves, the acceptance notice identifies the applicable Terms by name and version, links directly to that version, and states that approval includes acceptance of those Terms. The notice is adjacent to the signing control or approval instruction. The accepted version is determined under Section 1.2.2. These Terms form part of the agreement for the Proposal, except for a scope governed by the TSS Permanent Installation Terms. Together with the approved Proposal and any executed change orders, they constitute the entire agreement between the parties regarding the work described.

1.2.1 **Assent.** Client should review these Terms before approving a Proposal. Approval after presentation of the notice and link described in Section 1.2 signifies acceptance of the applicable Terms. Separate signatures or initials on individual provisions are not requested, except where applicable law requires a separate agreement or acknowledgment. TSS will furnish a PDF copy at no charge on request to accounting@tradeshowsavvy.com.

1.2.2 **Version applicable.** The version that governs a Proposal is the version identified and made available in the acceptance notice when Client signs or otherwise approves the Proposal. For electronic signing, TSS presents the then-current version before signature and associates the approval with that specific version. If TSS updates the Terms after sending a Proposal but before approval, TSS will clearly identify the updated version in the acceptance notice and provide Client an opportunity to review and retain it before accepting. Merely publishing a new version does not substitute it for a version already accepted or for a different version identified in an acceptance notice. Once a Proposal is approved, the accepted version remains fixed; a later website update, subsequent signature documenting an existing approval, or change order does not replace it without the parties' express agreement under Section 25.10. TSS retains superseded versions and will furnish the version applicable to an approved Proposal on request.

1.3 **Client procurement documents.** TSS objects to additional or different terms in a Client purchase order, supplier form, vendor or invoice portal, or other procurement document. Those terms amend this agreement only through an express writing identifying the affected provisions and signed by an authorized TSS officer and Client under Section 25.10. Starting work, accepting payment, registering for administrative access, or acknowledging a purchase order does not by itself signify acceptance of Client's additional terms. TSS personnel and subcontractors are not authorized to amend these Terms through routine portal registration or operational acknowledgments.

1.4 The individual approving a Proposal represents that they have authority to bind Client. Client is responsible for communicating any limits on a representative's authority to TSS in writing before authorizing work.

1.5 **Acceptance by conduct.** If an agreement is formed by the parties' conduct, TSS relies on the Proposal and these Terms as the basis for its performance to the extent incorporated and enforceable under applicable law. TSS objects to additional or different Client terms as provided in Section 1.3.

1.6 **Operational documents.** As between TSS and Client, a bill of lading, delivery receipt, work order, ticket, tariff, rate confirmation, packing list, badge registration, gate pass, or portal acknowledgment does not amend these Terms merely because it is issued or signed in connection with the work. A signature on such a document generally acknowledges receipt or operational instructions. This Section does not displace mandatory law, the providing party's terms governing its own services under Sections 4.3 and 13, or an authorized change under Sections 1.3, 5.1, 12.9, or 25.10.

2. Definitions

2.1 "Proposal" means a written proposal, quotation, or estimate issued by TSS describing goods and services and the associated pricing.

2.2 "Show" means the trade show, exhibition, conference, or event identified in the Proposal.

2.3 "TSS Services" means services performed by TSS personnel or by subcontractors engaged directly by TSS, including design, project management, fabrication, graphics production, installation and dismantle labor, show site supervision, and logistics coordination. TSS may engage an independent labor company to perform TSS Services at the show site, subject to applicable show and venue requirements.

2.4 "Show Contractor Services" means goods and services ordered from or provided by a Show's general contractor, official contractors, exhibit hall, convention facility, venue, or other third parties, including material handling and drayage, installation and dismantle labor, electrical, plumbing, internet and telecommunications, rigging, cleaning, furniture, floral, and audiovisual services. Services performed by an independent labor company or other subcontractor engaged directly by TSS to perform TSS Services are classified as TSS Services, even when performed at the show site. Labor ordered through a Show's general contractor, official contractor, or venue is classified as Show Contractor Services.

2.5 "Client Property" means exhibit properties, graphics, crates, literature, and other materials owned by Client and in the custody of TSS or otherwise handled, stored, or arranged for transportation by TSS. Client Property does not include Client Product.

2.6 "Rental Property" means exhibit components, structures, furnishings, and other items owned by TSS and provided to Client on a rental basis.

2.7 "TSS Parties" means TSS and its members, managers, officers, employees, agents, affiliates, subcontractors, and suppliers.

2.8 "Transportation Services" means TSS's coordination of the movement of Client Property or Client Product through independent freight brokers or logistics companies that arrange transportation by independent carriers. TSS includes the applicable transportation charges in its invoice to Client. Transportation Services are governed by Section 13, subject to Sections 18, 22, 24, and 25, and are distinguished from TSS Services and Show Contractor Services for purposes of these Terms.

2.9 "Claim" means any claim, demand, action, cause of action, suit, arbitration, or proceeding, whether sounding in contract, tort, negligence, strict liability, warranty, statute, regulation, restitution, or any other theory.

2.10 "Project" means the related goods, services, orders, and Proposals comprising the exhibit program or other coordinated scope identified in the applicable Proposal or program agreement. Whether transactions qualify as the same project for a statutory exemption is determined under Section 23 and applicable law.

2.11 "Client Product" means Client's saleable goods, samples, and demonstration inventory, whether or not in TSS custody.

3. Estimates and pricing

3.1 **Estimated amounts.** Unless the Proposal expressly identifies an amount as a fixed price or a not-to-exceed amount, amounts shown for TSS Services, Show Contractor Services, Transportation Services, and related expenses, including travel, are estimates based on projected requirements, quantities, hours, duration, and rates available at the time of preparation. Estimates are not guaranteed prices or maximum charges. Final charges are based on the services actually performed and the quantities, time, and expenses actually required for the approved scope, using the applicable rates and pricing basis stated in the Proposal and these Terms, and may be higher or lower than the estimate. Amounts billed to Client for Show Contractor Services are determined under Sections 3.8 and 4.4. All amounts billed by TSS are subject to Section 3.8. Changes to scope remain subject to Section 5, and cost increases described in Section 3.7 remain subject to that Section.

3.2 **Material handling and drayage.** Drayage is billed on the actual weight received at the show site as determined by the general contractor's certified weight tickets, subject to the contractor's minimum weight increments and rounding practices. Estimated weights shown on a Proposal are projections only.

3.3 **Labor.** Unless included in an expressly stated fixed price or not-to-exceed amount, labor, including installation, dismantle, and show site supervision, is billed on actual hours at the applicable straight time, overtime, or double time rates. Labor furnished as TSS Services, including through an independent labor company retained by TSS, is billed at TSS's client rates stated in the Proposal, applicable change order, or otherwise communicated to Client before authorization. TSS establishes those rates independently of published show contractor rates and its labor providers' charges, subject to Section 3.8. Labor furnished as Show Contractor Services is subject to the providing party's charges and applicable premium periods, with TSS billing determined under Section 4.4. Estimated crew sizes and hours are projections only.

3.4 **Utilities and connectivity.** Electrical, internet, telecommunications, plumbing, and similar services are billed at actual consumption or configuration as ordered and delivered at the show site.

3.5 **Order deadlines.** Show Contractor Services ordered after the applicable advance order deadline are subject to show floor rates, which are typically substantially higher. TSS will use reasonable efforts to place orders before advance deadlines where Client has timely provided required information and approvals.

3.6 **Proposal validity.** Unless otherwise stated on the Proposal, a Proposal expires thirty (30) days after its issue date. Pricing after expiration is subject to change.

3.7 **Cost increases.** Where a Show Contractor Service, freight rate, tariff, duty, fuel surcharge, or material cost increases between Proposal issuance and performance for reasons outside TSS control, TSS may include the increase in Client's charges. TSS will notify Client when cumulative increases under this Section exceed ten percent (10%) of the total amount of the approved Proposal, when reasonably practicable before incurring the cost that causes that threshold to be exceeded, and otherwise promptly afterward. This is a notification threshold rather than a cap on charges; scope changes remain subject to Section 5.

3.8 **Basis of pricing.** Amounts stated on a Proposal or invoice are TSS client prices and may include compensation for sourcing, arranging, coordinating, administering, and providing the goods and services. This applies to TSS Services, Show Contractor Services, Transportation Services, Rental Property, custom fabrication, graphics, storage, travel, and other goods, services, and expenses billed by TSS. Unless expressly identified in the Proposal as billed at TSS's actual cost, these amounts do not represent TSS's underlying costs. TSS's compensation may be included in the applicable line item without being separately itemized. References to actual hours, quantities, usage, or expenses describe the basis for calculating charges and do not, by themselves, require billing at TSS's underlying cost. TSS's supplier costs, negotiated rates, and margins are TSS Confidential Information and need not be separately disclosed except as required by applicable law or expressly agreed in writing. Taxes identified as taxes are determined under Section 9 and applicable law.

3.9 **Travel and related expenses.** Amounts shown for airfare, lodging, ground transportation, mileage, parking, baggage, meals or per diem, and other travel-related expenses are estimates unless expressly identified as a fixed price or a not-to-exceed amount in the Proposal. Final charges reflect the travel actually required to perform the approved scope, including the number of personnel, travel dates, and duration, and are calculated using the rates, allowances, and pricing basis stated in the Proposal. Where a mileage rate or per diem applies, it is charged for the actual miles or eligible days, as applicable. Other travel items are billed at TSS pricing consistent with Section 3.8. Travel estimates may change because of availability, booking dates, schedule changes, or additional days required for the work. Changes to scope remain subject to Section 5, and cost increases described in Section 3.7 remain subject to that Section.

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4. Role of TSS with respect to third parties

4.1 TSS acts as Client's agent in ordering and coordinating Show Contractor Services. Client is the principal and the ultimate obligor for those services. This Section applies only to Show Contractor Services. It does not apply to TSS Services or to Transportation Services, which are governed by Section 13.

4.2 **Independent providers. TSS IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, DELAYS, WORK QUALITY, SAFETY PRACTICES, OR NONPERFORMANCE OF PARTIES PROVIDING SHOW CONTRACTOR SERVICES OR INDEPENDENT TRANSPORTATION PROVIDERS, INCLUDING WHERE A CLAIM ARISES IN WHOLE OR IN PART FROM TSS'S NEGLIGENCE IN SELECTING, RETAINING, MONITORING, OR COORDINATING THEM. THIS ALLOCATION DOES NOT APPLY TO TSS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR TO CLAIMS OF PERSONS WHO ARE NOT PARTIES TO THIS AGREEMENT.** Responsibility for subcontractors performing TSS Services is governed by Sections 17 and 25.2, and Transportation Services are also subject to Section 13.

4.3 Show Contractor Services are subject to the providing party's applicable terms, liability limits, and claim procedures. TSS will make those terms available to Client on request and will identify applicable provider requirements when reasonably practicable before ordering. TSS will provide reasonable assistance with provider claims and, at Client's written request, assign any assignable rights TSS holds relating to the loss. Assistance does not guarantee recovery or enlarge TSS's responsibility under these Terms.

4.4 **Third party services and charges.** Unless the Proposal expressly provides otherwise, Show Contractor Services and other third party services and charges arranged, ordered, or paid for by TSS on Client's behalf are billed at TSS client prices under Section 3.8. Client authorizes TSS to include and retain compensation for sourcing, arranging, coordinating, advancing, and administering those services and charges within the applicable line item, without separately itemizing that compensation. The providing party's invoice, published rates, or amount paid by TSS does not establish or cap TSS's client price. TSS's role in ordering or paying for those services on Client's behalf does not, by itself, require billing at TSS's underlying cost. TSS is not obligated to advance third party charges and may require Client to fund them before orders are placed.

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5. Change orders and additional work

5.1 Except for the on-site authorizations described in Section 5.2, changes to scope, quantities, specifications, schedule, or show site requirements after Proposal approval require a written change order, which may be documented by email confirmation.

5.2 Client authorizes its designated project contacts and representatives directing work at the show site to request on-site changes, including additional labor, equipment, utilities, or services, unless Client has given TSS written notice of an authority restriction before the request. TSS may rely on those requests and will document them by email, work order, or other written record as soon as reasonably practicable. TSS-furnished goods and services are billed at the applicable client rates and pricing under Section 3, and Show Contractor Services under Section 4.4. An authorized on-site request is billable even if a formal change order has not yet been signed.

5.3 TSS may decline change requests that are not feasible within the remaining schedule or that would violate show rules, facility regulations, or safety requirements.

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6. Client responsibilities

6.1 **Booth space.** Client is responsible for contracting directly with show management for exhibit space and for all obligations under that contract, including space rental fees, insurance requirements, and compliance with exhibitor rules. Client shall provide TSS with a copy of the exhibitor kit, booth assignment, and applicable rules.

6.2 **Information and approvals.** Client shall timely provide all information, artwork, product, approvals, and authorizations TSS reasonably requires. TSS is not liable for delays, expedite charges, show floor rate charges, or defects resulting from Client's late or incomplete submissions.

6.3 **Design approval.** Client's written or electronic approval of a design, rendering, layout, or specification is final and authorizes TSS to proceed to fabrication. Changes after design approval are subject to Section 5 and may affect cost and schedule.

6.4 **Show site presence.** Client is responsible for having an authorized representative available during installation and dismantle, or for designating TSS supervision in the Proposal. Where Client declines TSS supervision, TSS is not responsible for installation outcomes, on-site decisions, or charges incurred by others on Client's behalf.

6.5 **Compliance.** Client shall comply with all show rules, facility regulations, fire and safety codes, and applicable labor agreements. Client is responsible for any fines, penalties, or additional charges assessed by show management or the venue arising from Client's booth, product, activities, or conduct.

6.6 **Product, hazardous materials, and shipper of record.** Client shall not ship, tender, or bring to the show site any hazardous material, dangerous good, perishable, regulated, or prohibited item without TSS prior written consent and full written disclosure of its nature, classification, and quantity. As between Client and TSS, Client is the shipper and offeror of record for Client's product and materials and is solely responsible for proper classification, packaging, marking, labeling, placarding, shipping documentation, and compliance with all applicable transportation and safety regulations, including 49 CFR and applicable IATA and IMDG requirements. Where TSS arranges or tenders freight on Client's behalf, TSS does so in reliance on Client's representations as to contents, and Client shall defend, indemnify, and hold harmless the TSS Parties from any fine, penalty, remediation cost, or Claim arising from undisclosed or misdescribed materials. Client is responsible for all permits, licenses, and regulatory compliance relating to Client's product and demonstrations.

6.7 **Show site property risks.** Exhibit halls are shared environments during move-in, show hours, and move-out. **CLIENT RELEASES THE TSS PARTIES FROM CLAIMS FOR THEFT, VANDALISM, DISAPPEARANCE, OR DAMAGE CAUSED BY ATTENDEES, OTHER EXHIBITORS, SHOW CONTRACTOR SERVICES PROVIDERS, OR VENUE PERSONNEL, INCLUDING WHERE TSS'S NEGLIGENCE CONTRIBUTES TO THE LOSS. THIS RELEASE DOES NOT APPLY TO TSS'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT BE RELEASED.** TSS's responsibility for TSS Services, including work by its own labor subcontractors, remains subject to Sections 17, 18, and 25.2.

6.8 **Agencies and representatives.** Where Client is an agency, exhibit management firm, procurement intermediary, or other party acting for a brand, affiliate, or end user, Client remains directly responsible for amounts due, regardless of whether that party has funded or paid Client. Client shall identify the end user's legal name and billing contact on request and represents that any approval it gives on the end user's behalf is authorized. TSS may invoice or collect from an end user that is bound by the agreement through authorized approval, ratification, or another basis recognized by law. Client's responsibility is not released by billing the end user, and amounts paid by either party reduce the same obligation.

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7. Fabrication, graphics, and production standards

7.1 **Artwork submission.** Client shall deliver print-ready artwork meeting TSS published specifications by the deadlines communicated for each project. Client is responsible for the accuracy of all content, including text, pricing, claims, trademarks, and product representations. TSS is not responsible for errors, low resolution, incorrect dimensions, missing fonts, or color space issues present in Client-supplied files. Artwork received after the stated deadline may incur rush charges or may not be produced in time for the Show.

7.2 **Proofs.** Where TSS provides a proof, Client's approval of the proof is final and TSS is not responsible for errors contained in an approved proof. Where Client waives proofing to meet a schedule, Client accepts the resulting output as produced.

7.3 **Color.** Color reproduction varies by substrate, print method, ink set, and lighting conditions. TSS will make commercially reasonable efforts to match specified colors within industry-standard tolerance but does not guarantee an exact match to a Pantone reference, a previously produced piece, a proof viewed on a monitor, or output from a different print process or production run. Color variation within industry tolerance is not a defect.

7.4 **Materials and substitution.** TSS may substitute materials, hardware, or components of equal or better quality and comparable appearance where a specified item is unavailable or where substitution is necessary to meet schedule, and will notify Client of any substitution that materially affects appearance or function.

7.5 **Fabrication tolerance.** Custom fabricated property is subject to normal manufacturing tolerance in dimension and finish. Wood, laminate, fabric, and printed graphics vary in grain, texture, and shade between production runs.

7.6 **Overruns and underruns.** Where quantities of printed graphics or produced components are specified, TSS may deliver and invoice within a commercially reasonable tolerance of plus or minus ten percent (10%) of the quantity ordered.

7.7 **File retention.** TSS retains production files as a courtesy and does not guarantee retention beyond twelve (12) months following the Show. Client is responsible for maintaining its own archive of source artwork.

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8. Payment

8.1 **Deposit.** Unless the Proposal states otherwise, Client shall pay, before TSS commences work: (a) **seventy-five percent (75%)** of the amounts stated on the Proposal for exhibit properties, booth design and fabrication, rental booth packages, graphics, and upgrades to any of them; and (b) **one hundred percent (100%)** of the amounts stated on the Proposal for pre-show services and charges, meaning Show Contractor Services, freight and Transportation Services, and other third party charges invoiced in advance of the Show under Section 8.2. Custom fabrication and graphics production do not begin until the applicable deposit is received in cleared funds. TSS may require a larger deposit, additional prepayment, or security under Section 8.10 before commencing or continuing work. Deposits are applied to the amounts due under the Proposal and are non-refundable except to the extent they exceed the amounts payable under Section 10.

8.2 **Pre-show billing.** TSS invoices the total estimated price of the approved Proposal in advance of the Show, including all goods, services, travel, and other expenses, together with approved changes. Deposits and other payments already received are credited against that total, and Client shall pay the remaining estimated balance before the Show opens. Pre-show billing is based on estimates and remains subject to reconciliation with final charges under the Proposal and these Terms. Additional amounts due are invoiced to Client, and any resulting overpayment is credited or refunded.

8.3 **Terms.** Except for deposits and pre-show amounts due under Sections 8.1 and 8.2, invoices are due net thirty (30) days from the invoice date unless otherwise stated on the invoice or Proposal.

8.4 **Finance charge; maximum lawful rate.** Balances not paid when due accrue a finance charge of one and one-half percent (1.5%) per month, which is eighteen percent (18%) per year, computed from the day after the due date on the past due principal balance only and not compounded, or the Maximum Lawful Rate if that rate is lower. "Maximum Lawful Rate" means the maximum nonusurious rate of interest permitted from time to time by applicable Texas or United States law, whichever permits the higher rate, including where applicable the weekly ceiling computed under Tex. Fin. Code Chapter 303. It is the express intent of the parties to conform strictly to all applicable usury laws and that TSS not contract for, charge, or receive interest in excess of the Maximum Lawful Rate. If any interest in excess of the Maximum Lawful Rate is provided for, contracted for, charged, taken, reserved, or received: (a) this agreement is automatically deemed reformed to reduce that interest to the Maximum Lawful Rate; (b) Client is not obligated to pay the excess; (c) any excess received shall, at TSS's option, be applied to reduce the unpaid principal balance or refunded to Client; and (d) all sums paid or agreed to be paid for the use, forbearance, or detention of money shall, to the extent permitted by applicable law, be spread, prorated, allocated, and amortized throughout the full stated term of the obligation pursuant to Tex. Fin. Code § 306.004 so that the rate of interest does not exceed the Maximum Lawful Rate. TSS does not assess flat late fees in addition to the finance charge.

8.5 Payment method and instruction verification. ACH is the preferred payment method. Payment instructions are provided with each invoice. Before initiating a first payment, and before acting on any purported change to payment instructions received by any means, Client shall verify the instructions by telephone with TSS accounting at the number published on tradeshowsavvy.com. TSS is not responsible for payments misdirected as a result of instructions that Client did not so verify.

8.6 Invoice questions. Client shall identify any disputed invoice item and the reason for the dispute in writing within thirty (30) days after the invoice date so the parties can investigate promptly. TSS will review timely questions in good faith. Payment remains due under Sections 8.3 and 8.7 while the issue is reviewed, with any agreed adjustment credited or refunded. This administrative review period does not shorten the claim-notice or action periods in Section 22.

8.7 Payment during disputes. Amounts due shall be paid without unilateral deduction or setoff while a dispute is reviewed, except as otherwise agreed in writing or required by applicable law. Client may pursue its claim separately under these Terms.

8.8 Suspension. TSS may suspend or withhold performance, including installation, dismantle, release of Client Property, and shipment, while any amount is past due. Client remains responsible for all costs and charges incurred during suspension, including storage, standby labor, and rescheduling charges.

8.9 Collection costs. Client shall reimburse TSS for reasonable costs of collection of past due amounts, including attorneys' fees, court costs, and collection agency fees, whether or not suit is filed, in each case in an amount reasonably incurred and not calculated as a fixed percentage of the balance. This Section applies to collection efforts undertaken outside of litigation and is in addition to, and not in limitation of, either party's rights under Section 24.7 in any action filed.

8.10 Credit. TSS may condition, reduce, or revoke credit terms, or require prepayment or security, based on Client's payment history or creditworthiness. Client authorizes TSS to obtain credit reports and to contact trade and bank references in connection with any credit decision.

8.11 Disputed-debt communications and payment application. TSS may apply payments to Client's outstanding obligations to the extent permitted by law. **COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING CHECKS OR OTHER INSTRUMENTS OFFERED AS FULL SATISFACTION OF A DEBT AND ANY ACCOMPANYING COMMUNICATION, MUST BE SENT TO: TRADE SHOW SAVVY LLC, ATTN: DISPUTED CLAIMS ADMINISTRATOR, 1020 MUSTANG DRIVE, GRAPEVINE, TEXAS 76051.** This designates the recipient for purposes of Tex. Bus. & Com. Code § 3.311(c)(1) and any applicable counterpart, including K.S.A. 84-3-311. A payment notation alone does not amend the agreement; the effect of accepting or collecting a disputed-debt payment remains subject to applicable law. TSS reserves all available rights to reject or return such a payment and to preserve the unpaid balance.

8.12 Application of credits. To the extent permitted by law, TSS may apply Client's deposits, credits, or refunds against amounts Client owes TSS, with an accounting of the application. An affiliate's separate obligation may be included only where Client is legally responsible for it or has agreed in writing.

8.13 Financial information. On request, Client shall provide financial statements or other information reasonably necessary for TSS to evaluate Client's creditworthiness where TSS is extending credit or advancing third party charges.

8.14 Payment by intermediaries. Client's payment obligations are independent of its receipt of funds from any brand, division, parent, affiliate, end user, or other party, as provided in Section 6.8.

9. Taxes

9.1 Amounts stated on a Proposal exclude all sales, use, rental, excise, gross receipts, and local taxes. Any amount shown as tax on a Proposal is an estimate and is not a determination of taxability.

9.2 TSS will collect and remit applicable tax in jurisdictions where TSS is registered and required to collect. Where TSS is not required to collect, Client is responsible for self-assessing, reporting, and remitting applicable use tax.

9.3 Client shall provide valid exemption or resale certificates before invoicing where an exemption is claimed. Client is responsible for tax, interest, and penalties assessed against TSS as a result of an invalid, expired, or improperly claimed certificate, and shall reimburse TSS for those amounts.

9.4 Client is responsible for taxes assessed by show or venue jurisdictions on goods and services delivered at the show site, whether billed by TSS or directly by a third party.

10. Cancellation and postponement

10.1 **Cancellation by Client.** Client may cancel all or part of the work by written notice. For the cancelled TSS Services, Client shall pay the greater of: (i) charges at the agreed client pricing for services performed and work in progress, together with non-cancellable commitments reasonably incurred for that scope; or (ii) the cancellation fee below, calculated on the TSS Services portion of the cancelled scope. The schedule is measured from TSS's receipt of notice to the Show's first move-in day.

Written cancellation received	Cancellation fee
More than 90 days before first move-in	25%
61 to 90 days before first move-in	35%
31 to 60 days before first move-in	50%
15 to 30 days before first move-in	75%
14 days or fewer before first move-in	100%

Client also remains responsible for non-refundable Show Contractor Services, other third party commitments, and freight, storage, and handling charges for the cancelled scope, in each case only to the extent not already included above. Custom fabrication and graphics released to production are accounted for based on work performed, work in progress, and non-cancellable commitments; release of one item does not accelerate the cancellation percentage for unrelated services. All charges are subject to the credits and limits in Sections 10.3 and 10.4, and payments already received are applied against the balance.

10.2 Basis for cancellation charges. TSS may begin work and incur costs or supplier commitments immediately after Proposal approval, including for materials, custom fabrication, labor deposits, and travel. Refundability varies by project and provider; cancellation charges account for the amounts reasonably recoverable or avoidable under Sections 10.3 and 10.4. TSS also reserves production capacity, personnel, travel, and inventory in advance. Cancellation can leave limited time to reassign those resources and can create costs and lost capacity that are difficult to measure when the Proposal is approved. The schedule in Section 10.1 is intended as a reasonable estimate of that loss, subject to the credits and limits below, rather than a penalty.

10.3 Credits and mitigation. TSS will use commercially reasonable efforts to reduce cancellation losses, including by cancelling commitments and reassigning reserved resources where practicable. Cancellation charges will be reduced by refunds or credits actually obtained, costs actually avoided, and net proceeds from replacement work to the extent they reduce the same loss. No credit is applied twice.

10.4 Limits on cancellation recovery. The scheduled fee under Section 10.1(ii) will not exceed the TSS Services price for the cancelled scope and replaces, rather than adds to, recovery for lost profit on that scope. A service, commitment, or loss included in one cancellation charge will not also be recovered under another charge. If a scheduled fee is unenforceable, TSS may recover its provable damages allowed by law, subject to mitigation and credit for amounts already received.

10.5 Postponement. If Client reschedules to a definite date within twelve (12) months of the original scheduled Show, subject to TSS availability, Client shall pay charges for work performed, non-refundable commitments, freight, storage, and handling, plus a rescheduling fee equal to ten percent (10%) of the affected TSS Services price, in place of the scheduled cancellation fee. Amounts paid for work or goods usable at the rescheduled Show, together with unused deposits and recovered supplier credits, are applied to that Show. Consumed services, unrecoverable charges, and the rescheduling fee are not treated as unused deposits. Revised pricing and scope will be documented in a revised Proposal or change order. If no rescheduled date is agreed within that twelve-month period, cancellation is measured from the original postponement notice, with prior payments credited and no duplicate recovery.

10.6 Third party commitments. Orders placed with third parties are subject to their cancellation terms. Client is responsible for non-refundable charges and commitments TSS cannot reasonably cancel for the approved scope, subject to Sections 10.3 and 10.4. Placement of an order does not make an otherwise refundable provider charge non-refundable.

10.7 Show changes. If show management, the venue, or a governmental authority cancels, postpones, relocates, or materially changes the Show, the applicable cancellation or postponement provisions above govern the affected work. Cancellation and postponement fees are not cumulative for the same loss. TSS will use commercially reasonable efforts to obtain and credit available provider refunds and to apply usable work and unused payments to an agreed rescheduled Show. Custom property owned by Client under Section 15.2 may be stored under Section 12 at Client's expense.

10.8 Suspension and termination. TSS may suspend performance for nonpayment under Section 8.8 or terminate for a material breach that remains uncured ten (10) days after written notice. TSS may act sooner where continued performance would violate law or create an immediate safety risk. Where permitted by applicable law, TSS may also suspend or terminate for insolvency or comparable inability to perform. These rights are subject to any applicable bankruptcy stay or restriction on termination. Client remains responsible for the amounts properly due under Section 10.1.

11. Rental Property

11.1 Rental Property remains the exclusive property of TSS at all times. Client acquires no ownership, title, or security interest in it, and shall not pledge, encumber, sublease, or permit any lien to attach to it. To the extent any transaction involving Rental Property is deemed to create a security interest, Client grants TSS a security interest in that property and its proceeds and authorizes TSS to file financing statements describing it.

11.2 Client shall use Rental Property only for the Show identified in the Proposal and only as intended. Client shall not modify, drill, cut, paint, adhere materials to, or otherwise alter Rental Property without TSS prior written consent.

11.3 Notwithstanding Section 14.4, Client is responsible for loss of or damage to Rental Property from the time of delivery to the show site until return to TSS custody, other than ordinary wear from normal use and other than damage caused by TSS personnel. Client shall pay repair costs or, where an item is not economically repairable or is not returned, its replacement cost.

11.4 Rental Property returned requiring cleaning, refinishing, or graphics removal beyond ordinary wear is subject to refurbishment charges at TSS's applicable client rates under Section 3.8.

11.5 Rental Property not returned by the agreed date continues to accrue rental charges at the applicable rate until returned.

12. Client Property, storage, liens, and security interests

12.1 **Storage.** Where TSS stores Client Property, it acts as a warehouse. This Section, the applicable Proposal, and the TSS Storage Rate Schedule form the storage agreement. A warehouse receipt records the property received and related operational information subject to Section 1.6. Storage is billed monthly in advance unless otherwise agreed. Charges accrue until the property is removed following Client's written instructions, subject to TSS's lawful retention rights under Section 12.6. Client represents that it is storing the goods in the course of its business. Any warehouse receipt issued by TSS is non-negotiable unless expressly agreed otherwise.

12.2 **Care of stored property; insurance.** TSS will exercise the care that a reasonably careful warehouse would exercise under similar circumstances. TSS does not insure Client Property; Client shall maintain the property coverage required by Section 14. **TSS IS NOT RESPONSIBLE FOR LOSS THAT REASONABLE CARE COULD NOT HAVE PREVENTED. LIABILITY FOR LOSS OF OR DAMAGE TO STORED CLIENT PROPERTY, INCLUDING LOSS CAUSED BY TSS'S NEGLIGENCE, IS SUBJECT TO SECTIONS 12.8 AND 12.9 AND THE INSURANCE ALLOCATION IN SECTION 14, TO THE EXTENT PERMITTED BY LAW.**

12.3 TSS may inspect Client Property upon receipt and will notify Client of apparent damage. Refurbishment, repair, or replacement of Client Property is performed only upon Client authorization and is billed separately.

12.4 **Warehouse lien.** TSS has a lien against Client on the Client Property in its possession, and on the proceeds of that property in its possession, for all charges for storage or transportation, including demurrage and terminal charges, insurance, labor, and other charges, present or future, in relation to that property, and for expenses necessary for preservation of the property or reasonably incurred in its sale pursuant to law. **In addition, and as expressly provided under Tex. Bus. & Com. Code § 7.209(a) and K.S.A. 84-7-209(a), where Client is liable for charges or advances in relation to other goods of Client whenever deposited with TSS, TSS also has a lien on the Client Property in its possession for those charges and advances, up to a maximum of five hundred thousand dollars ($500,000).** TSS also asserts and reserves any statutory lien available to it, including any warehouse lien or possessory lien arising under applicable law, and the rights stated in this Section are cumulative of and do not limit any statutory lien, contractual lien, security interest, or other remedy available to TSS.

12.5 **Security interest.** To secure all amounts owed by Client to TSS, Client grants TSS a continuing security interest in all Client Property in TSS custody, all custom fabricated exhibit property, graphics, and components produced or supplied by TSS, and all accessions, replacements, and proceeds of the foregoing. To secure payment of the purchase price of custom fabricated exhibit property, graphics, and components produced or supplied by TSS, Client grants TSS a purchase money security interest in that property and its accessions, replacements, and proceeds. Client authorizes TSS to file financing statements and amendments describing the collateral in any jurisdiction TSS determines appropriate and to take any other action reasonably necessary to perfect. Client shall provide its exact legal name, entity type, state of organization, and organizational identification number on request, shall notify TSS in writing at least ten (10) days before any change to that information or to its principal place of business, and shall reimburse TSS for filing costs. The security interests in this Section survive TSS's relinquishment of possession.

12.6 **Release of stored property.** Subject to applicable law and valid rights of others in the property, TSS may retain Client Property to secure past due amounts covered by its enforceable lien or security interest. Storage and reasonable related charges continue during lawful retention. **TSS IS NOT LIABLE FOR DELAY, A MISSED SHOW, OR RELATED LOSS RESULTING FROM A LAWFUL EXERCISE OF THOSE RIGHTS, INCLUDING WHERE THE CLAIM ALLEGES TSS'S NEGLIGENCE. THIS SECTION DOES NOT EXCUSE AN UNLAWFUL REFUSAL TO DELIVER OR LIABILITY THAT CANNOT BE LIMITED BY LAW.**

12.7 **Unclaimed property and disposition.** Client Property remaining in TSS custody with storage or other charges more than ninety (90) days past due is subject to disposition by TSS. Before any disposition, TSS will send written notification to Client and to all persons known to TSS to claim an interest in the property, at their last known mailing and email addresses, containing an itemized statement of the claim, a description of the property subject to the lien, and a demand for payment within a specified time not less than thirty (30) days after receipt. Any disposition will be conducted in accordance with the procedures required by applicable law, including any notice, timing, commercial reasonableness, and accounting requirements of Article 7 and Article 9 of the Uniform Commercial Code as enacted in the jurisdiction whose law governs the disposition. Where the property was stored by Client as a merchant in the course of its business, TSS may proceed by public or private sale, in bulk or in packages, at any time or place and on any terms that are commercially reasonable. Proceeds are applied first to the costs of disposition and then to amounts owed. Client remains responsible for any deficiency, and TSS will account to Client for any surplus. Nothing in this Section authorizes a disposition that does not comply with applicable law, and where applicable law imposes requirements greater than those stated here, that law controls. Where Client Property is located in Kansas at the time of disposition, TSS will comply with K.S.A. 84-7-209 and 84-7-210 and Article 9 of the Kansas Uniform Commercial Code. Where Client Property is located in Texas, TSS will comply with Tex. Bus. & Com. Code §§ 7.209 and 7.210 and Chapter 9 of the Texas Business and Commerce Code.

12.8 Limitation on stored-property liability. SUBJECT TO ANY DIFFERENT LIMIT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED IN WRITING, TSS'S TOTAL LIABILITY FOR LOSS OF, DAMAGE TO, OR DESTRUCTION OF STORED CLIENT PROPERTY, INCLUDING LIABILITY IN CONTRACT, BAILMENT, OR TORT AND LIABILITY FOR TSS'S SOLE OR CONCURRENT NEGLIGENCE, WILL NOT EXCEED THE LESSER OF (i) THE ACTUAL CASH VALUE OF THE AFFECTED PROPERTY, (ii) FIFTY CENTS ($0.50) PER POUND OF THE AFFECTED ARTICLE, OR (iii) TWENTY-FIVE THOUSAND DOLLARS ($25,000) PER OCCURRENCE. Weight is established by reliable receiving records or certified weight tickets. This limitation does not apply to conversion by TSS to its own use, fraud, gross negligence, willful misconduct, or liability that applicable law prohibits from being limited.

12.9 Storage rates and increased liability option. TSS will furnish the Storage Rate Schedule with a Proposal that includes storage. Standard storage rates reflect the limits in Section 12.8. Client may request an increased liability limit for part or all of the stored property by a written or electronic record when the storage agreement is made or within a reasonable time after receipt of the warehouse receipt. TSS will make an increased-limit option available at an increased storage rate based on the declared value and will promptly provide the applicable rate and election details. The completed Schedule or other written record will identify the covered property, declared values, increased limits per article and per occurrence, additional storage charge, and effective date. For the identified property, the increased limits replace the $0.50-per-pound and $25,000-per-occurrence limits in Section 12.8; recovery remains limited to proven loss and actual cash value unless a different valuation basis is expressly agreed. Unselected property remains subject to the standard limits. No special form or internal approval requirement restricts rights arising under applicable law, and any legally required effective date or limit controls. An inventory, insurance certificate, or property value supplied for another purpose does not alone constitute an election; a request for increased liability will be addressed under this Section regardless of its label. An increased limit is not property insurance, does not guarantee payment for every loss, and does not by itself increase a transportation provider's or TSS's transit liability under Section 13. Client shall maintain the insurance required by Section 14. The exceptions in Section 12.8 continue to apply.

12.10 Allocation of storage risk. Client should confirm before placing property in storage that its insurance covers the property at the applicable warehouse location and during any transportation between locations. TSS's contractual liability limit is separate from the amount of insurance Client should maintain. The insurance and subrogation provisions in Section 14 remain subject to applicable law and do not eliminate TSS's duty of care under Section 12.2.

12.11 Warehouse relocation. TSS may relocate stored property between suitable warehouse facilities in Kansas and Texas. TSS will provide reasonable advance written notice identifying the destination address and anticipated transfer date, together with information reasonably needed for Client to notify its insurer. If an emergency requires prompt relocation to protect property, TSS will provide notice as soon as reasonably practicable. TSS will bear the ordinary packing, loading, transportation, and unloading costs of a relocation initiated by TSS for its own business purposes, including the transition from Kansas to Texas. Additional services or a different destination requested by Client are separately chargeable only as agreed in writing. Ordinary storage charges continue under the applicable Storage Rate Schedule, without duplicate storage charges caused solely by the relocation. Transportation will be arranged through an independent broker or logistics company under Section 13. The applicable duties of care, liability provisions, and mandatory law continue to govern storage, handling, and transportation; payment of relocation costs does not provide property insurance.

13. Transportation

13.1 Transportation coordination. TSS coordinates freight through independent freight brokers or logistics companies. Under the standard arrangement, the outside broker or logistics company selects the performing carrier and prepares the bill of lading, which identifies Client as the shipper. TSS includes transportation charges in its invoice to Client under Sections 3.8 and 13.3. TSS does not move Client freight in its own vehicles or undertake to operate as the performing carrier. The role, required authority, and legal responsibilities of each party remain subject to applicable law and the services actually performed.

13.2 Scope of the undertaking. TSS's role is to communicate shipment requirements, coordinate arrangements with the independent broker or logistics company, and provide the claim assistance described below. Transportation is performed under the applicable provider's shipping documents, terms, and lawful liability limits. TSS may be identified as a coordination, pickup, delivery, or warehouse contact; that designation does not by itself make TSS the carrier or constitute a guarantee of delivery or cargo value. Property held by TSS for storage remains subject to Section 12; actual handling by TSS remains subject to the applicable provisions of these Terms and mandatory law.

13.3 Transportation pricing. Transportation is billed at TSS's client prices under Section 3.8, including its compensation for coordination and administration. Estimates reflect anticipated shipment characteristics and service requirements. Final charges may reflect actual weight or dimensions, reclassification, accessorial services, fuel surcharges, detention, waiting time, redelivery, or storage in transit. Section 3.7 governs notice of the cost increases described there; scope changes remain subject to Section 5.

13.4 Delivery windows. Delivery and pickup windows are targets, not guarantees. **TSS IS NOT LIABLE FOR DELAY IN DELIVERY OR PICKUP, INCLUDING DELAY ALLEGED TO RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TSS, WHERE CAUSED BY CARRIER DELAYS, WEATHER, TRAFFIC, EQUIPMENT FAILURE, MARSHALLING YARD DELAYS, OR VENUE OR GENERAL CONTRACTOR SCHEDULING. THIS SECTION DOES NOT APPLY TO DELAY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TSS.**

13.5 Independent logistics providers. TSS will use reasonable care in selecting an independent freight broker or logistics company and will confirm applicable operating authority and required financial security or insurance through reasonably available records at the time of engagement. The independent provider is responsible for arranging the carrier and performing its own legal and contractual obligations. **TSS DOES NOT CONTROL A PROVIDER'S VEHICLES, ROUTES, PERSONNEL, OR SAFETY OPERATIONS. TO THE EXTENT PERMITTED BY LAW, CLIENT RELEASES THE TSS PARTIES FROM CLAIMS FOR NEGLIGENT SELECTION, RETENTION, MONITORING, OR COORDINATION OF AN INDEPENDENT TRANSPORTATION PROVIDER, INCLUDING CLAIMS ARISING FROM TSS'S OWN SOLE OR CONCURRENT NEGLIGENCE. THIS RELEASE DOES NOT APPLY TO FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, LIABILITY THAT CANNOT BE RELEASED, OR CLAIMS BELONGING TO PERSONS WHO ARE NOT PARTIES TO THIS AGREEMENT.**

13.6 Client-requested providers. Client may request a particular broker, logistics company, or carrier, subject to applicable law and TSS's written acceptance of the arrangement. **CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TSS PARTIES AGAINST THIRD PARTY CLAIMS ARISING FROM USE OF THAT CLIENT-REQUESTED PROVIDER, INCLUDING CLAIMS CONTRIBUTED TO BY A TSS PARTY'S NEGLIGENCE, EXCEPT TO THE EXTENT CAUSED BY A TSS PARTY'S SOLE NEGLIGENCE, FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.** Sections 19.4 and 19.6 govern the procedure and any statutory limitations. A Client request does not excuse a legally required qualification check.

13.7 Loss or damage in transit. TSS does not insure Client Property or Client Product in transit. Client shall maintain replacement-value coverage under Section 14. Provider liability is governed by applicable law and the provider's enforceable terms and can be less than replacement value. **TO THE EXTENT PERMITTED BY LAW, TSS'S TOTAL LIABILITY FOR LOSS OF, DAMAGE TO, OR DELAY OF PROPERTY IN TRANSIT, INCLUDING CLAIMS BASED ON TSS'S OWN NEGLIGENCE, WILL NOT EXCEED THE GREATER OF (i) THE AMOUNT RECOVERED BY TSS FROM THE RESPONSIBLE PROVIDER OR ITS INSURER FOR THAT LOSS, NET OF REASONABLE COLLECTION COSTS, OR (ii) THE TRANSPORTATION CHARGES CLIENT PAID TSS FOR THE AFFECTED SHIPMENT. FOR A RELOCATION PAID BY TSS UNDER SECTION 12.11, THE AMOUNT IN CLAUSE (ii) IS THE TRANSPORTATION CHARGE TSS PAID THE PROVIDER FOR THE AFFECTED SHIPMENT. THIS LIMIT DOES NOT APPLY TO FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT BE LIMITED.** On timely written request and receipt of necessary claim information, TSS will reasonably assist in presenting and following up on the provider claim, file it where TSS is the party entitled to do so, and assign any assignable rights TSS holds if Client elects to pursue them. TSS will account for and remit amounts actually recovered, less reasonable collection costs and lawful setoffs under Section 8.12, without duplicate recovery. TSS does not guarantee recovery and need not commence litigation without a separate written agreement. Provider claim deadlines remain applicable; TSS's assistance does not extend them.

13.8 Declared value and insurance options. Client should request any higher provider liability limit before shipment. TSS will relay the request to the broker or logistics company and confirm available options and charges. A higher limit applies only when accepted and documented by the responsible provider and any applicable requirements are met. A declared value is not insurance. At Client's request, TSS may refer Client to a licensed provider for separate cargo insurance.

13.9 Mandatory transportation law. If TSS is determined to have carrier, freight-forwarder, or other regulated responsibilities for a shipment, mandatory law governs those responsibilities despite a different contractual description. Where 49 U.S.C. § 14706 applies, a claim-filing period will not be shorter than nine (9) months, and the period for suit will not be shorter than two (2) years and one day after written disallowance of the claim. Any agreed released value or liability limitation applies only if the requirements for that limitation have been satisfied. Sections 13 and 22 do not reduce mandatory claim periods or nonwaivable remedies.

13.10 Transportation records. Client may request shipment information reasonably needed to review its charges or pursue a claim. TSS will provide records it is required to disclose by applicable law. Provider records are subject to applicable access rights and the provider's lawful procedures. Confidential commercial information is protected under Section 16, without restricting legally protected access, disclosure to professional advisers or regulators, or other nonwaivable rights.

13.11 Inspection and prompt reporting. Client shall inspect delivered property promptly, note apparent damage on the delivery receipt, and report visible or concealed damage to TSS as soon as reasonably practicable, preferably within ten (10) days after delivery or discovery. Client shall preserve the property and packaging and allow reasonable inspection and salvage. These reporting steps help preserve evidence and provider remedies; they do not shorten the formal claim periods under Section 22, Section 13.9, or applicable transportation law. Delayed reporting may affect recovery to the extent evidence or an available remedy is lost and applicable law permits that result.

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14. Insurance

14.1 Required coverage. Client shall maintain, at its expense, and shall cause its contractors and vendors performing work at the show site to maintain: (a) commercial general liability insurance, on an occurrence form, with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, including products and completed operations, personal and advertising injury, and contractual liability; (b) all-risk property or inland marine insurance covering Client Property and Client Product at replacement value, including while in transit, in storage, and at the show site; (c) workers' compensation at statutory limits and employer's liability of not less than one million dollars ($1,000,000), including a waiver of subrogation in favor of the TSS Parties where permitted by applicable law; and (d) automobile liability of not less than one million dollars ($1,000,000) combined single limit where vehicles are used in connection with the engagement.

14.2 Additional insured status. The insurance required by Sections 14.1(a) and 14.1(d) shall name the TSS Parties as additional insureds with respect to Client's operations, personnel, product, demonstrations, sampling, giveaways, and promotional activities in connection with the Show, and with respect to the presence of Client's employees, agents, contractors, and invitees at any TSS facility, on a primary and non-contributory basis, and any insurance maintained by TSS shall be excess and non-contributing. **Where Tex. Ins. Code §§ 151.102 or 151.104, K.S.A. 16-121(c), or a comparable statute of any jurisdiction whose law is held to apply would prohibit or limit such additional insured coverage, that coverage is required only to the maximum extent permitted by that statute and only to the extent of liability caused, in whole or in part, by the acts or omissions of the named insured.**

14.3 Certificates. Client shall comply with all insurance and certificate requirements imposed by show management and the venue. During onboarding, and before TSS begins the applicable work or accepts property into storage, Client shall furnish current certificates or other appropriate evidence of the coverage required by this Section, together with the applicable additional insured, primary and non-contributory, and waiver of subrogation endorsements. Client shall furnish updated evidence at each policy renewal before the existing coverage expires, promptly after changes affecting required coverage, and on reasonable request. Current documents already furnished to TSS may be used for subsequent Shows if they remain applicable; any additional show-specific requirements must be satisfied before the Show's first move-in day. To the extent permitted by applicable law, TSS's failure to request or review insurance documents, or its acceptance of incomplete documents, does not by itself waive Client's obligations under this Section. TSS's receipt or review of documents does not constitute a representation that coverage satisfies these Terms. Insurance coverage and additional insured status depend on the applicable policy and endorsements; a certificate alone does not create or expand coverage.

14.4 Waiver of subrogation. CLIENT WAIVES, AND SHALL CAUSE ITS PROPERTY AND INLAND MARINE INSURERS TO WAIVE, ALL RIGHTS OF SUBROGATION AGAINST THE TSS PARTIES WITH RESPECT TO LOSS OF OR DAMAGE TO CLIENT PROPERTY OR CLIENT PRODUCT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY TSS PARTY. TSS waives rights of subrogation against Client with respect to loss covered by TSS's property insurance. **CLIENT SHALL ALSO CAUSE ITS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURER TO WAIVE RIGHTS OF SUBROGATION AGAINST THE TSS PARTIES WITH RESPECT TO ANY CLAIM ARISING OUT OF THE PRESENCE OF CLIENT'S PERSONNEL AT A SHOW SITE OR AT ANY TSS FACILITY**, except to the extent such a waiver is prohibited by applicable law, including K.S.A. 16-1803(b)(3) as to construction contracts. This Section does not apply to Client's obligations under Section 11.3 with respect to Rental Property.

14.5 Independent obligations. Client's insurance obligations under this Section are independent of, and are not limited by, Client's indemnification obligations under Section 19 or by the limitations of liability in Section 18. Failure to maintain the required coverage does not relieve Client of any obligation under this agreement, and Client is liable for any loss that would have been covered had the required insurance been maintained. TSS's rates are predicated on Client carrying the insurance required by this Section, and TSS would not offer those rates absent Client's undertaking. For stored property, a failure to maintain Client insurance does not by itself eliminate TSS's duty of care or its liability under Sections 12.8 and 12.9, including an effective increased-limit election; duplicate recovery is not permitted.

14.6 TSS maintains commercial general liability insurance and will provide certificates upon request. TSS does not offer or sell insurance, and carrier or provider liability is not insurance.

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15. Intellectual property

15.1 TSS work product. All designs, renderings, drawings, CAD files, specifications, layouts, concepts, photographs, and other work product created by TSS remain the property of TSS, including designs presented but not selected. Client receives a non-exclusive, non-transferable license to use approved designs solely in connection with the Show and Client's exhibit program. Client shall not reproduce, distribute, or provide TSS designs to another exhibit house, fabricator, or competitor for the purpose of obtaining competing bids or fabrication without TSS prior written consent.

15.2 Purchased custom property. Where Client purchases custom fabricated exhibit property, Client owns the physical property upon payment in full. Underlying designs, drawings, and specifications remain TSS property subject to the license in Section 15.1.

15.3 Client materials. Client grants TSS a license to use Client trademarks, logos, artwork, and content as necessary to perform the services. Client represents that it holds all rights necessary to grant that license and that TSS use of Client-supplied materials as directed will not infringe or misappropriate any third party right.

15.4 Portfolio use. TSS may photograph completed exhibits and use images and a general description of the work in its portfolio, website, social media, case studies, and marketing materials, and may identify Client by name. Client may opt out by written notice delivered before the Show's first move-in day. TSS will not disclose Client Confidential Information in such use.

16. Confidentiality

16.1 Each party shall protect the other's non-public business information disclosed in connection with the engagement, including pricing, margins, rates, product plans, and unreleased marketing content ("Confidential Information"), using at least reasonable care, and shall use it only for purposes of the engagement.

16.2 Confidentiality obligations do not apply to information that is publicly available without breach, was already lawfully known without restriction, was independently developed, or was rightfully received from another source without restriction. Information may be shared with personnel and professional advisers who need it for the engagement or a related claim and are subject to appropriate confidentiality duties. Legally required disclosures and lawful reports to regulators are permitted; reasonable advance notice of compelled disclosure shall be given where lawful and practicable.

16.3 Obligations under this Section continue for three (3) years following completion of the engagement, except that with respect to information constituting a trade secret under the Texas Uniform Trade Secrets Act, the Kansas Uniform Trade Secrets Act, or the federal Defend Trade Secrets Act, the obligations continue for so long as the information remains a trade secret under applicable law.

17. Warranty and disclaimer

17.1 TSS warrants that TSS Services will be performed in a professional and workmanlike manner consistent with industry standards and that custom fabricated property will be free from material defects in TSS workmanship for ninety (90) days following the close of the Show for which it was produced. If no Show is identified or the Show does not occur, the workmanship period for custom property begins on delivery to Client. Ordinary wear, Client misuse, unauthorized alterations, and damage caused by others are excluded to the extent they cause the defect.

17.2 Client's exclusive remedy for breach of Section 17.1 is repair, replacement, or credit, at TSS's election, subject to applicable law and Section 18. Client shall report a covered defect promptly after discovery, with formal notice governed by Section 22.1, and allow a reasonable opportunity to inspect and correct it. The warranty's coverage period and the time for giving notice of a covered claim are separate.

17.3 EXCEPT AS EXPRESSLY STATED IN SECTION 17.1, TSS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND TSS SPECIFICALLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS STATED IN SECTION 17.1, ALL GOODS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." TSS DOES NOT WARRANT ANY PARTICULAR MARKETING, LEAD GENERATION, ATTENDANCE, OR BUSINESS OUTCOME FROM CLIENT'S PARTICIPATION IN ANY SHOW. THIS SECTION DOES NOT DISCLAIM THE WARRANTY OF TITLE.

17.4 TSS makes no warranty concerning Show Contractor Services or independent transportation providers' performance. Claims relating to those services are pursued under Sections 4 and 13. Manufacturer warranties on purchased components, where transferable, are passed through to Client. This Section does not exclude TSS's warranty under Section 17.1 for TSS Services performed through its own subcontractors.

18. Limitation of liability

18.1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOST LEADS, LOST GOODWILL, COST OF SUBSTITUTE SERVICES OR SUBSTITUTE EXHIBIT PROPERTY, BOOTH SPACE OR SHOW FEES, OR DAMAGES ARISING FROM FAILURE TO EXHIBIT OR FROM A MISSED SHOW, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WHERE SUCH DAMAGES ARE ALLEGED TO RESULT IN WHOLE OR IN PART FROM THAT PARTY'S OWN NEGLIGENCE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 THE TOTAL AGGREGATE LIABILITY OF THE TSS PARTIES ARISING OUT OF OR RELATING TO THE APPLICABLE PROPOSAL, WHETHER IN CONTRACT, TORT INCLUDING ANY TSS PARTY'S SOLE OR CONCURRENT NEGLIGENCE, WARRANTY, STATUTE, OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS CLIENT ACTUALLY PAID TSS FOR TSS SERVICES UNDER THAT PROPOSAL. AMOUNTS FOR SHOW CONTRACTOR SERVICES, TRANSPORTATION SERVICES, RENTAL PROPERTY, STORAGE, AND OTHER THIRD PARTY SERVICES BILLED UNDER SECTION 4.4 ARE EXCLUDED FROM THAT CALCULATION. The specific limits for property in storage under Sections 12.8 and 12.9 and for property in transit under Section 13.7 govern those losses and are neither increased nor reduced by this general cap. Section 18.1 does not exclude the direct physical-loss or damage recovery expressly available under Sections 12.8 and 12.9. Mandatory law under Section 13.9 and the exceptions in Section 18.3 control.

18.3 The limitations in this Section apply regardless of the theory of liability and, to the extent permitted by law, survive failure of an exclusive remedy. They do not limit Client's payment obligations, amounts properly payable to TSS under Sections 8, 10, 11.3, 12, and 25.19, or Client's indemnification obligations under Sections 6.6, 13.6, and 19. No provision of these Terms limits a party's liability for bodily injury or death caused by its negligence, fraud, gross negligence, willful misconduct, conversion to its own use, or liability that cannot lawfully be limited. Indemnification of third party claims remains subject to Section 19.6.

18.4 Protected parties. THE APPLICABLE RELEASES, DISCLAIMERS, AND LIABILITY LIMITS IN THESE TERMS BENEFIT THE TSS PARTIES, WHO MAY ENFORCE THEM AS INTENDED BENEFICIARIES. CLAIMS SEEKING TO ENFORCE TSS'S CONTRACTUAL OBLIGATIONS SHALL BE DIRECTED TO TRADE SHOW SAVVY LLC. This does not eliminate Client's claims against an independent provider for its own obligations, claims for bodily injury, death, fraud, gross negligence, or willful misconduct, or rights that applicable law does not permit the parties to restrict.

18.5 No pre-injury waiver of intentional misconduct. Nothing in this agreement releases, limits, or waives liability for intentional or deliberate misconduct, and no such release, limitation, or waiver is intended.

19. Indemnification

19.1 Client indemnity. Client shall indemnify, defend, and hold harmless the TSS Parties against third party Claims, losses, liabilities, and reasonable defense costs arising from: (a) Client-supplied content, artwork, trademarks, or products, including infringement and product-liability claims; (b) Client's violation of show rules or applicable law; (c) acts or omissions of Client's personnel, contractors, or invitees at a show site or TSS facility; (d) Client's demonstrations, sampling, giveaways, or promotional activities; (e) unpaid third party obligations for which Client is responsible; or (f) Client's breach of this agreement. Client-requested transportation providers are addressed in Section 13.6.

TO THE EXTENT PERMITTED BY LAW, THIS INDEMNITY INCLUDES CLAIMS CONTRIBUTED TO BY A TSS PARTY'S NEGLIGENCE, INCLUDING JOINT OR CONCURRENT NEGLIGENCE, BUT EXCLUDES THE PORTION CAUSED BY A TSS PARTY'S SOLE NEGLIGENCE, FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. THE DUTY TO DEFEND ARISES UPON TENDER OF A CLAIM ALLEGING FACTS WITHIN THIS INDEMNITY, EVEN IF THE ALLEGATIONS ARE UNPROVEN. REASONABLE DEFENSE COSTS ARE PAYABLE AS INCURRED, SUBJECT TO THE ALLOCATION AND PROCEDURES IN SECTIONS 19.4 AND 19.6.

19.2 Claims by Client personnel. SEPARATELY FROM SECTION 19.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TSS PARTIES AGAINST THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH OF AN EMPLOYEE OF CLIENT OR OF CLIENT'S AGENT, CONTRACTOR, OR SUBCONTRACTOR, ARISING FROM THE SHOW, BOOTH, OR WORK, INCLUDING CLAIMS CAUSED IN PART BY A TSS PARTY'S CONCURRENT NEGLIGENCE. THIS OBLIGATION DOES NOT APPLY TO CLAIMS CAUSED SOLELY BY THE NEGLIGENCE OF ONE OR MORE TSS PARTIES AND EXCLUDES FRAUD, GROSS NEGLIGENCE, AND WILLFUL MISCONDUCT. IT IS SUBJECT TO SECTIONS 19.4 AND 19.6. If Tex. Ins. Code Chapter 151 applies, this provision is intended to operate within the employee-claim exception in Section 151.103 only to the extent its requirements are met.

19.3 TSS indemnity. Subject to the specific allocations in Sections 19.1 and 19.2 and applicable law, TSS shall indemnify, defend, and hold harmless Client against third party claims for bodily injury or tangible property damage to the extent caused by the negligence or willful misconduct of TSS personnel. No party is entitled to duplicate recovery for the same claim.

19.4 Claim handling. The party seeking indemnity shall give prompt written notice and reasonable cooperation at the indemnifying party's expense. A delay in notice affects the obligation only to the extent of material prejudice or as required by law. The indemnifying party may control the defense with qualified counsel reasonably acceptable to the protected party, subject to insurer defense rights and conflicts of interest. No settlement may impose an admission, unreimbursed payment, or nonmonetary obligation on a protected party without its written consent, which shall not be unreasonably withheld. Defense and indemnity costs are allocated consistently with the scope of the applicable indemnity and applicable law.

19.5 **Insurance support.** The parties intend the insurance required under Section 14 to support their indemnity obligations to the extent of the coverage provided. Insurance does not expand an indemnity beyond what applicable law permits. If an otherwise prohibited mutual indemnity can be enforced only under an insurance-supported exception, including K.S.A. 16-121(d)(6), that indemnity applies only if the exception's requirements are met and only to the permitted coverage and limits.

19.6 **Applicable legal limits.** Indemnity, defense, release, and additional-insured obligations apply only to the extent permitted by applicable law, including applicable construction and transportation anti-indemnity statutes. This includes Tex. Ins. Code Chapter 151 and K.S.A. 16-121 where their requirements apply. An affected provision will be limited or reformed where the law permits; if it cannot be enforced or reformed, it will be severed under Section 25.5. An unenforceable allocation for one claim or jurisdiction does not determine its treatment for another.

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20. Force majeure

20.1 Neither party is liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, whether or not foreseeable and whether or not the event was contemplated by the parties at the time of contracting, including acts of God, severe weather, fire, flood, epidemic or pandemic, public health orders or advisories, quarantine, war, terrorism, civil unrest, labor disputes or strikes, supplier or carrier failure, material shortage, tariff or trade restriction, utility or telecommunications failure, cyber incident or ransomware, governmental action, and cancellation, postponement, relocation, or material alteration of the Show by show management, the venue, or a governmental authority. The parties expressly agree that the occurrence of an event of the type listed in this Section excuses performance regardless of whether such an event has occurred previously or could have been anticipated.

20.2 The affected party shall give prompt notice and use commercially reasonable efforts to resume performance. Client's obligations under Section 10.7 apply to Show cancellation, postponement, or relocation.

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21. Labor and show site conditions

21.1 Show sites are subject to union jurisdiction, work rules, and exclusive contractor arrangements that vary by venue and city. Client acknowledges that these arrangements affect who may perform work, the hours during which work may be performed, and applicable rates, and that TSS does not control them.

21.2 Where a venue or general contractor requires its designated labor for particular work, TSS's role for that work is supervision and coordination to the extent included in the Proposal. Other work may be performed by TSS or its independent labor companies as allowed by show and venue requirements. Client billing remains governed by Sections 3.3 and 4.4.

21.3 TSS may stop work where site conditions present a safety hazard or where required utilities, access, or freight have not been delivered, and is not liable for resulting delay or additional charges.

22. Claims and time limits

22.1 Notice of claims. Client shall report a concern promptly so it can be investigated. **SUBJECT TO ANY LONGER PERIOD REQUIRED BY LAW, CLIENT MUST GIVE TSS WRITTEN NOTICE OF A CLAIM WITHIN NINETY (90) DAYS AFTER CLIENT DISCOVERS, OR REASONABLY SHOULD DISCOVER, THE FACTS GIVING RISE TO IT. TIMELY NOTICE IS A CONDITION TO RECOVERY TO THE EXTENT PERMITTED BY APPLICABLE LAW.** The notice should identify the affected Proposal, property or services, the nature of the loss, and the amount if reasonably known; additional information may follow. This requirement does not apply to bodily injury or death claims. Section 13.9 and mandatory provider claim periods control transportation claims, and the prompt-reporting requests in Sections 8.6 and 13.11 do not shorten this period. Warranty notice relates to a defect covered by Section 17.1 and does not extend the warranty's coverage period. No notice provision is intended to impose an unreasonable or legally prohibited condition on a claim.

22.2 Time for proceedings. TO THE EXTENT PERMITTED BY LAW, A CLAIM AGAINST A TSS PARTY ARISING FROM THE PROPOSAL, GOODS, OR SERVICES MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER IT ACCRUES. FOR A CLAIM FOR BREACH OF A CONTRACT FOR SALE GOVERNED BY ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE, THE AGREED PERIOD IS ONE (1) YEAR AFTER ACCRUAL WHERE THAT REDUCTION IS PERMITTED. Any longer mandatory period, applicable tolling rule, or period required under Section 13.9 controls. These contractual periods do not apply to bodily injury, death, fraud, gross negligence, or willful misconduct. This Section does not shorten the statutory periods for TSS to collect amounts due or enforce its liens and security interests, and does not extend any otherwise applicable shorter statutory period.

22.3 Preservation and inspection. Client shall reasonably preserve affected property, packaging, and relevant records and permit reasonable inspection, testing, and salvage by TSS, its insurers, and responsible providers. Necessary safety measures and reasonable efforts to prevent further loss are permitted. Failure to preserve evidence affects a claim only as permitted by applicable law.

22.4 No assignment of Claims. Client shall not assign any Claim against a TSS Party without TSS's prior written consent, except an assignment to Client's subrogated insurer that expressly takes subject to every limitation, release, waiver, condition precedent, and limitation of actions in this agreement, including Section 14.4.

23. Client status and statutory acknowledgments

23.1 Business use and review. Client is acquiring the goods and services for its business or exhibit program. Client has the opportunity to review the Proposal and these Terms, request changes before approval, and consult advisers of its choosing. Approval does not constitute a representation that Client was actually represented by counsel or that a statutory exemption necessarily applies.

23.2 Related transactions. Related Proposals within the same identified Project may be considered together where applicable law permits. Whether transactions constitute the same project for a statutory exemption depends on their actual relationship and the applicable legal requirements, rather than the Project label alone.

23.3 Texas consumer-protection law. TSS reserves any exemption available under the Texas Deceptive Trade Practices-Consumer Protection Act, including Tex. Bus. & Com. Code §§ 17.45(4) and 17.49(f) and (g), where the transaction and Client actually satisfy the applicable requirements. These Terms do not establish those facts merely by agreement.

23.4 Statutory rights. APPROVAL OF A PROPOSAL UNDER THESE TERMS DOES NOT WAIVE RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT. Any separate waiver must satisfy all requirements of Tex. Bus. & Com. Code § 17.42, including its signature, representation-by-counsel, bargaining-position, and presentation requirements. Statutory exemptions remain available where supported by the facts.

23.5 Client identity; Kansas law. Client shall provide its correct legal name and entity type. Whether Client qualifies as a consumer under the Kansas Consumer Protection Act is determined by the actual transaction and K.S.A. 50-624, rather than a contrary label in these Terms. Nonwaivable rights and remedies under that Act or other applicable law are preserved; other provisions remain effective to the extent permitted.

23.6 Pricing and risk allocation. Proposal pricing reflects the responsibilities, insurance requirements, and liability allocations stated in these Terms. Client may request different commercial terms or available higher liability limits before approval, subject to TSS's agreement and any resulting price adjustment.

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24. Dispute resolution

24.1 Governing law. This agreement is governed by the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24.2 Venue. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Tarrant County, Texas, and waive any objection to that venue, including any objection based on inconvenient forum.

24.3 Statutory override savings. If Section 24.1 or 24.2 is void or unenforceable under a statute of a state in which goods or services are furnished, including K.S.A. 16-121(e), then as to — and only as to — the contract or Claim to which that statute applies, the governing law and venue are as that statute requires, and Sections 24.1 and 24.2 remain in full force and effect as to all other contracts and Claims.

24.4 JURY WAIVER. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY FOR CLAIMS ARISING OUT OF OR RELATING TO THE PROPOSAL, THESE TERMS, OR THE GOODS AND SERVICES. EACH PARTY HAS THE OPPORTUNITY TO CONSULT COUNSEL BEFORE ACCEPTING THIS WAIVER. If this waiver is unenforceable for a Claim, that Claim remains in court under Sections 24.1 through 24.3, with any jury-trial rights available under applicable law, unless the parties separately agree to arbitration under Section 24.5.

24.5 Arbitration by separate agreement. These Terms do not require arbitration. The parties may agree to arbitrate a dispute only through a separate written agreement signed by both parties. That agreement will identify the dispute or Claims covered and the applicable arbitration procedures. Unless such an agreement applies, the court provisions in Sections 24.1 through 24.4 govern, subject to applicable law.

24.6 INDIVIDUAL PROCEEDINGS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES TO BRING CLAIMS IN ITS INDIVIDUAL CAPACITY AND WAIVES CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS. This does not prevent joinder of parties necessary to resolve a claim, consolidation agreed by the affected parties, or proceedings that applicable law does not permit the parties to restrict.

24.7 **Recovery of enforcement costs.** To the extent permitted by law, the prevailing party in an action, arbitration, appeal, lien enforcement, or collection proceeding relating to this agreement is entitled to recover its reasonable attorneys' fees, expert fees, court or arbitration costs, and necessary expenses. The prevailing party is determined by the court or arbitrator based on the relief obtained. A settlement creates a right to fees only as stated in the settlement. This provision supplements applicable statutory fee rights, including Tex. Civ. Prac. & Rem. Code § 38.001, without duplicate recovery.

24.8 **Protection of confidential information and other rights.** A party may seek injunctive relief for an actual or threatened breach of Sections 15, 16, 25.19, or 27 where monetary relief would be inadequate. Any required showing, bond, or other condition is determined under applicable law.

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25. General provisions

25.1 **Independent contractor.** TSS is an independent contractor. Nothing in this agreement creates a partnership, joint venture, or employment relationship. TSS's limited authority to order and coordinate services for Client is described in Section 4.1 and, for transportation coordination through outside brokers or logistics companies, Section 13. That authority is subject to the pricing and compensation provisions in Sections 3.8 and 4.4.

25.2 **Subcontracting.** TSS may engage subcontractors to perform any portion of the services and remains responsible for their performance of TSS Services.

25.3 **Assignment.** Client may not assign this agreement or any right or obligation under it, by operation of law or otherwise, without TSS's prior written consent, and any purported assignment without that consent is void. A change of control of Client is an assignment for this purpose. TSS may assign to an affiliate or in connection with a merger, reorganization, or sale of substantially all of its assets, and may assign its receivables and rights to payment without consent. This agreement binds permitted successors and assigns.

25.4 **Notices.** Notices may be sent by email with confirmation of delivery, nationally recognized overnight courier, or certified mail. Email notices to TSS shall be sent to accounting@tradeshowsavvy.com; physical notices shall be addressed to Trade Show Savvy LLC, 1020 Mustang Drive, Grapevine, TX 76051, with an email copy. Notices to Client shall use the contact information in the Proposal or Client's most recent written update. The specific instructions for disputed-debt payments in Section 8.11 and any mandatory statutory notice requirements control over this general provision.

25.5 **Severability.** If a provision is unenforceable, it will be limited or reformed to the extent the court or arbitrator is permitted to do so. Otherwise the affected provision will be severed and the remainder enforced to the extent permitted by law. A ruling for one claim or jurisdiction does not automatically determine the treatment of another.

25.6 **Waiver.** No waiver is effective unless in writing and signed by an authorized officer. Failure to enforce a provision is not a waiver of that provision or of any other provision. No course of dealing, course of performance, or usage of trade modifies these Terms.

25.7 **No third party beneficiaries.** Except for the TSS Parties, who are intended third party beneficiaries of Sections 4.2, 6.6, 6.7, 12.2, 12.6, 12.8, 12.9, 13.4, 13.5, 13.6, 13.7, 13.9, 14.4, 17, 18, 19, and 22 and may enforce those Sections directly, this agreement is for the benefit of the parties only and creates no rights in any third party.

25.8 Construction. Headings are for convenience only and do not affect interpretation. This agreement shall not be construed against either party as drafter. The words including and includes are not limiting. "Days" means calendar days unless stated as business days. A period begins on the day after the triggering event and, if it ends on a Saturday, Sunday, or federal holiday, runs to the next business day.

25.9 Entire agreement. These Terms, the approved Proposal, the TSS Storage Rate Schedule where storage is included, and executed change orders constitute the entire agreement and supersede all prior proposals, communications, representations, and understandings regarding the work described. Each party disclaims reliance on any representation not expressly stated in this agreement.

25.10 Order of precedence. Subject to the amendment requirements below, conflicts are resolved in this order: (1) an agreement signed by both parties that expressly modifies these Terms by name and version; (2) approved change orders, most recent first; (3) the TSS Storage Rate Schedule for storage pricing and increased liability elections under Section 12.9; (4) the approved Proposal; and (5) these Terms. A Proposal or change order may set scope, prices, payment dates, and other commercial details where these Terms allow it. An amendment to liability allocations, indemnities, insurance, intellectual property, claim periods, dispute resolution, or other legal terms requires an express writing identifying the affected provisions and signed by an authorized TSS officer and Client. An increased storage liability election documented under Section 12.9 follows that Section and does not require a separate amendment under this paragraph. Administrative language or an unrelated document does not otherwise make such an amendment.

25.11 Modification. TSS may revise these Terms prospectively. The version applicable to a Proposal is determined exclusively under Section 1.2.2; a later revision does not change an approved agreement without the parties' agreement. Changes requested by Client remain subject to Sections 1.3 and 25.10.

25.12 Cumulative remedies. All rights and remedies stated in this agreement are cumulative of and in addition to every other right and remedy available at law or in equity.

25.13 Joint and several liability. Where more than one person or entity is identified as Client on a Proposal, or where Section 6.8 applies, their obligations are joint and several.

25.14 Counterparts and electronic delivery. This agreement may be approved in counterparts and by electronic means, each of which is an original.

25.15 Sanctions, export, and anti-corruption. Each party represents that it is not, and is not owned or controlled by, a person subject to sanctions administered by the U.S. Office of Foreign Assets Control or listed on any U.S. denied or restricted party list, and that it will comply with applicable sanctions, export control, and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, in connection with the engagement. TSS may suspend or terminate performance without liability where continued performance would violate any such law.

25.16 Foreign registration and enforcement. Where TSS holds or stores Client Property in a state other than Texas, TSS reserves the right to enforce its liens, security interests, and remedies in that state under that state's law, and the parties' agreement to Texas governing law and Tarrant County venue does not preclude TSS from bringing an action in the state where the property is located for the limited purpose of enforcing, foreclosing, or protecting a lien or security interest in that property.

25.17 Confidential resolution discussions. The parties will protect non-public settlement proposals and Confidential Information exchanged to resolve a dispute, subject to applicable law. This does not restrict lawful reports to regulators, cooperation with authorities, communications with legal or insurance advisers, truthful statements or reviews protected by law, or disclosures reasonably needed to enforce rights.

25.18 **Survival.** Sections 2, 4.2, 6.6, 6.7, 6.8, 7.7, 8, 9, 10, 11.3, 12, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, 14.4, 14.5, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, and 27 survive completion, expiration, or termination of this agreement.

25.19 **Project personnel and subcontractor relationships. (a) Employee recruitment.** During the engagement and for twelve (12) months after an employee's last work for Client through TSS, Client shall not, directly or through another person, target that TSS employee for recruitment using access or confidential staffing information obtained through the engagement, without TSS's written consent. This restriction applies only to employees who worked on Client's engagement and with whom Client had material contact or about whom it received confidential staffing information. It does not restrict general advertising or untargeted recruiting, unsolicited applications, pre-existing recruitment discussions, employees whose employment TSS terminated, or hiring that does not result from prohibited solicitation. If prohibited solicitation results in Client hiring the employee, Client shall pay a replacement fee equal to thirty percent (30%) of the employee's annualized base pay with TSS at departure. Annualized base pay means the employee's regular annual base salary or, for an hourly employee, the regular hourly base rate multiplied by regularly scheduled weekly hours and fifty-two (52); it excludes overtime, bonuses, commissions, benefits, and reimbursements. The fee is subject to credit for replacement costs actually avoided and amounts actually recovered for the same loss. The fee is intended as a reasonable estimate of recruiting, training, credentialing, and replacement costs that are difficult to estimate when the agreement is formed, applies only to the extent enforceable under applicable law, and is TSS's exclusive monetary remedy for that employee-recruitment breach.

(b) Direct engagement of introduced subcontractors. During the subcontractor's work on Client's engagement through TSS and for twelve (12) months after that work ends, Client shall not, without TSS's written consent, use a project introduction or nonpublic subcontractor information furnished by TSS to solicit or engage that subcontractor directly, or through another person, to replace TSS in procuring or coordinating substantially the same services for the Show or Project for which the introduction was made. This restriction covers individual subcontractors and subcontracting businesses, including independent labor providers engaged by TSS. It does not restrict a pre-existing Client relationship, a provider independently identified without use of TSS's introduction or nonpublic information, general untargeted procurement, required use of an official show or venue provider, or services outside that Show or Project. It does not create a general restriction on a subcontractor's employees changing employment or on Client hiring workers outside paragraph (a). For a breach of this paragraph, TSS may recover its documented net profit lost on the diverted services and other direct loss it establishes with reasonable certainty and is entitled to recover under applicable law, subject to reasonable mitigation, avoided-cost credits, and no duplicate recovery. The employee replacement percentage does not apply to a subcontractor engagement.

(c) Scope and remedies. These provisions are limited to protecting TSS's investment in the applicable engagement and its confidential information and relationships; they do not establish a general hiring or supplier exclusivity arrangement. No person is restricted from accepting employment by this Section, and no fee is payable for hiring or an engagement permitted by its exceptions. Available injunctive relief remains subject to Section 24.8. The same loss may not be recovered under both paragraphs, and any restriction or remedy that cannot lawfully be enforced is subject to Section 25.5.

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26. Electronic signatures and records

26.1 Client consents to transact electronically. An electronic approval made with intent to accept a Proposal may constitute an electronic signature under applicable federal and state electronic-transactions law. Electronic delivery does not eliminate any separate statutory requirements for particular waivers or notices.

26.2 **Approval records.** TSS retains the approved Proposal, the exact accepted version of these Terms, and the available record of Client's approval. The electronic approval record identifies the accepted terms version and remains associated with its retained content; a link that later displays different terms is not a substitute for retaining the accepted version. Depending on the approval method, the record may also include the approver's identity, authority information, date and time, electronic acceptance notice, version-specific link, audit information, or written instructions to proceed. TSS may use those records to establish the agreement, subject to applicable evidentiary rules. No particular audit-field or cryptographic-hash format is a condition to formation of the agreement.

26.3 To view and retain an electronic Proposal, Client needs a current web browser, internet access, and the ability to view and save PDF files. Client may obtain a copy of any approved Proposal, including these Terms as presented at approval, at any time by request to accounting@tradeshowsavvy.com. TSS retains approval records for at least four (4) years.

26.4 Client may withdraw consent to transact electronically by written notice, in which case future Proposals will be provided for handwritten signature. Withdrawal does not affect the validity or enforceability of prior electronic approvals.

26.5 Before approval, Client has the opportunity to review, print, and save the Terms identified in the acceptance notice presented with the Proposal or signing interface. Approval signifies assent to that specific version as determined under Section 1.2.2. TSS will provide that version on request under Section 26.3.

26.6 **Published form.** These Terms are published in a form that a reasonable person would notice and be able to read, with the provisions set in bold capital type rendered in type that contrasts with the surrounding text. The bold capital treatment of a provision is a notice device and does not limit the effect of any provision not so set.

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27. TSS portal

27.1 **Access.** TSS may provide Client access to the TSS portal for reviewing and approving Proposals, submitting artwork and information, and tracking projects. TSS grants Client a limited, non-exclusive, non-transferable, revocable license to access the portal solely for those purposes in connection with Client's engagement. The portal is provided as an accommodation in connection with the services and is not a separately licensed product.

27.2 **Accounts.** Client is responsible for protecting its credentials and managing authorized users. TSS may reasonably rely on instructions submitted through Client's accounts unless it knows, or reasonably should know, that they are unauthorized. Client shall promptly report suspected compromise and users whose access should end. This does not relieve TSS of obligations imposed by applicable law.

27.3 **Restrictions.** Client shall not copy, reverse engineer, decompile, disassemble, scrape, or create derivative works from the portal; permit access by any exhibit house, fabricator, or competitor of TSS; use it to develop or benchmark a competing product or service; or disclose screenshots, workflows, or functionality to any third party except as reasonably necessary for Client's internal use.

27.4 **Data.** Client retains ownership of data it submits. Client authorizes TSS to use that data to perform the services and operate, maintain, secure, and improve the portal, subject to Section 16 and applicable privacy law. TSS may use operational information and de-identified, aggregated information for analytics and service improvement if it does not identify Client or disclose Client Confidential Information. Rights in operational information do not transfer ownership of Client's submitted content or override applicable privacy obligations.

27.5 Availability and suspension. THE PORTAL IS PROVIDED "AS IS," WITHOUT A WARRANTY OF CONTINUOUS AVAILABILITY, ACCURACY, OR ERROR-FREE OPERATION. TO THE EXTENT PERMITTED BY LAW, TSS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PORTAL. TSS may modify features or suspend access for security, maintenance, nonpayment, or misuse and will provide an alternative means of communicating necessary approvals when reasonably practicable. A portal outage does not by itself extend an agreed deadline; the parties should use email or other available communication. Access may end when the engagement ends. The record-retention and copy obligations in Section 26.3, confidentiality obligations, and applicable legal retention requirements continue. Client should retain copies of submitted materials and project records.

Trade Show Savvy LLC | 1020 Mustang Drive, Grapevine, TX 76051 | +1 (316) 570-2773 | accounting@tradeshowsavvy.com

Terms and Conditions v1.7, effective September 17, 2026. This version applies to Proposals accepted under Section 1.2.2 and does not replace terms already accepted for an existing Proposal without the parties' express agreement.

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