

THE FREEMAN COMPANY (UK) LIMITED

Terms and Conditions of Business

Updated June 2013

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DEFINITIONS:

For the purposes of these terms and conditions of Business an Event and Exhibition are taken to be the same. Where the term "Event" is used it will also apply to any exhibition, seminar, conference, reception or gathering where The Freeman Company (UK) Limited's services are utilised.

Build Up:

The Build Up is the period utilized to construct and install exhibition stands and facilities. These dates are specified by the Event Organiser

Client:

The Freeman Company (UK) Limited's Client is any Legal entity that has entered into an agreement (a Contract) with The Freeman Company (UK) Limited for The Freeman Company (UK) Limited to provide Exhibition Services. In the case of subsidiary companies their ultimate holding company will be held to have joint and several liability for the services provided by The Freeman Company (UK) Limited in respect of the event

Client Order ("Order"):

Is Confirmation from a Client accepting The Freeman Company (UK) Limited's Quotation and its associated Terms and Conditions

Contract:

Is the agreement between The Freeman Company (UK) Limited and its Client as set out in The Freeman Company (UK) Limited's Client Order confirmation as defined and set out below

Cut Off Date:

Unless otherwise stated the Cut-off date will be 30 calendar days prior to the first day of the build-up

Construction:

The process of building exhibition stands, features and associated graphics

Duration of the Event:

The period comprising the Build-up, Open and Pull-out periods

Event Organiser:

The Organiser or promoter of an Event

Exhibition Services:

Exhibition Services includes the provision of advice, materials (by way of hire or outright sale), and labour for the Construction and installation and smooth running of the Client's event or exhibition

Exhibitor:

An individual or organisation, contracting with the Event Organiser to take space at an Event. An Exhibitor may be, but will not necessarily be, a Client of The Freeman Company (UK) Limited

Fully Costed Rate:

The Fully Costed Rate is the hourly cost of labour, incorporating a pro rata proportion of indirect costs and overheads

Interior Fittings:

Interior Fittings comprise optional extras including shelving, storage, security sheet, special flooring, ceiling covers, notice boards, coat racks, garment rails, panel colour changes, literature racks, curtains, additional wall panels and doors

Late Orders:

Client Orders received after the Cut Off Date

Official Contractor:

An Official Contractor is one appointed by the Event Organiser to provide services to Exhibitors at any of its Events

Open Period:

The period of an Event when it is open to visitors.

Client Order Acceptance and Acknowledgement:

The Freeman Company (UK) Limited's confirmation that the Client's Order has been received and accepted by The Freeman Company (UK) Limited

Organiser Packages ("Packages"):

Organiser Package is the specification of requirements to be offered to Exhibitors

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Other Services:

Other Services include, but are not restricted to, the hire of furniture, carpets and carpet tiles, electrical fittings, floral and management and consultancy services

Pre Payment Order Forms:

Prepayment orders are used for Exhibitors to order standard items for Furniture, Floral, Electrical fittings and Interior Fittings. They may be in paper or electronic format

Price:

The Price will be the financial terms set out in The Freeman Company (UK) Limited's Quotations including prices shown on standard Pre Payment Order Forms

Pull Out:

The period after the closing of an Event to visitors during which an Event is dismantled.

Quotation:

The Freeman Company (UK) Limited's Quotations will encompass the detailed specification for work to be undertaken together with pricing, delivery and any other appropriate terms

Site:

Location of the event.

Site Orders:

Client Orders placed during the Build Up and Open periods

Site Order Variation:

The Freeman Company (UK) Limited's "Site Order and Site Order Variation Form" is a standard form used to record Site Orders and variations to any Client Order as defined herein

The Freeman Company (UK) Limited:

The Freeman Company (UK) Limited or any of its subsidiaries.

Surcharge Rates:

Are the charges and conditions set out in Exhibitor manuals or Pre Payment Order Forms from time to time.

TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 In placing a Client Order with The Freeman Company (UK) Limited the Client accepts, with no reservations, that these Terms and Conditions of Business take the place of any other document, prior written or oral agreement, as well as the Client's terms and conditions of purchase or hire.
- 1.2 The Freeman Company (UK) Limited's Terms and Conditions of Business can only be amended in writing.
- 1.3 The Contract will be interpreted and applied in accordance with English Law and the parties to the Contract agree to submit to the exclusive jurisdiction of the English Courts.

2 ORDERS

2.1 ORDER PLACING

A Client Order must be evidenced in writing either by signing an The Freeman Company (UK) Limited Pre Payment Order Forms or by accepting an The Freeman Company (UK) Limited Quotation. Except where stated, The Freeman Company (UK) Limited's terms and conditions of business for the placing of Client Orders, their variation and cancellation, will apply to Quotations, Pre Payment Order Forms, site orders and Electronic sales orders.

2.2 ORDER LEAD TIMES

2.2.1 Receipt of Client Orders

- 2.2.1.1 With the exception of Client Orders received on site, all Client Orders must be received before the periods defined in sections 2.2.2.1 and 2.2.2.2.
- 2.2.1.2 All Client Orders placed after the defined dates will be subject to late order surcharges. The same will apply for any request to change a Client Order and / or additional Client Orders made outside the aforementioned deadlines.

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2.2.1.3 Acceptance of a Client Order will be conditional on timing (2.4 below) and on stock availability. The Freeman Company (UK) Limited reserves the right to supply in lieu and in place of the equipment ordered any similar equipment fit for the general purpose of the required items of equipment or service.'

2.2.2 Cut-off

2.2.2.1 Unless otherwise stated Quotations will only be valid, for acceptance, up to the cut-off date.

2.2.2.2 Unless stated in the Quotations, the Client's Order must be received by The Freeman Company (UK) Limited at least 30 calendar days before the date of the first day of Build Up.

2.2.2.3 Unless otherwise stated in The Freeman Company (UK) Limited's Prepayment Order Forms, Client Orders received after the Cut Off Date will be subject to the later Client Order surcharge as set out below at 2.6.

2.3 CLIENT ORDERS

2.3.1 Client Orders must be evidenced in writing to be binding on The Freeman Company (UK) Limited and will normally but not exclusively be in the form of:

- i Signed or initialed The Freeman Company (UK) Limited Pre Payment Order Forms or
- ii Signed or initial The Freeman Company (UK) Limited Quotation or Contract or
- iii Oral in relation to i and ii above but evidenced by a contemporaneous The Freeman Company (UK) Limited memorandum
- iv Client's purchase orders accepting The Freeman Company (UK) Limited's Terms and Conditions of Business
- v Electronic Orders, including e-mails, such information being received via The Freeman Company (UK) Limited's web site, an Event Organiser's web site or directly from a Client

These will act as Confirmation of and acceptance of The Freeman Company (UK) Limited's Quotation and its associated Terms and Conditions of Business.

2.3.2 All Client Orders will be subject to availability of items at the time that a Client's Order is received. (See also 2.2.1.3; and 2.4).

2.4 ORDER ACCEPTANCE

2.4.1 All Client Orders will be subject to the availability of items at the time that a Client's Order is received.

2.4.2 The Freeman Company (UK) Limited's terms and conditions of business will be binding on the parties unless otherwise amended and agreed in writing. See also paragraph 2.3.

2.4.3 The Freeman Company (UK) Limited's Quotations are only binding on The Freeman Company (UK) Limited, on receipt of the Client's Order (2.3.1) and will be subject to availability of items at the time that a Client's Order is received. In the absence of any other document, The Freeman Company (UK) Limited's invoice is to be taken as the Client Order Acceptance and Acknowledgement.

2.5 LATE ORDERS

2.5.1 Pre Payment Order Forms set out the terms and conditions for dealing with Late Orders for the items covered by those forms.

2.5.2 Quotations will lapse on the cut-off date.

2.5.3 New quotations will be issued where requested in the event of 2.5.2 above.

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2.6 ORDER CANCELLATION

2.5.1 Client Orders cancelled:-

- 2.5.1.1 Within 30 days of the first day of the Build Up in respect of **stand construction** will be subject to a cancellation charge equal to the full amount of the Quotation
- 2.5.1.2 Within 15 calendar days before the first day of Build Up for all Client Orders other than stand construction, the cancellation charge will be equal to the invoice value of the **services and supplies ordered**
- 2.5.1.3 Where The Freeman Company (UK) Limited has placed orders with its suppliers for **materials** or equipment a cancellation charge equal to the costs incurred by The Freeman Company (UK) Limited plus a handling fee of 15% of the original invoiced value of the special items ordered by The Freeman Company (UK) Limited will be levied.
- 2.5.1.4 In the event that you cancel an order, even if only advised orally, you will be liable for any work put in hand in order to meet the timescales necessary to complete work to the deadlines of the Event for which the work is intended.

2.5.2 In the case of outright sale:-

- 2.5.2.1 Irrespective of the cancellation date The Freeman Company (UK) Limited will retain title to the property until all monies have been paid.
- 2.5.2.2 In the case of an outright product sale, any Client Order is fully binding firm and final.

2.5.3 In the event of cancellation of a Client Order by a Client, earlier than the above dates set out at 2.5.1 above, other than the cancellation of an Event, the Client will pay to The Freeman Company (UK) Limited the labour and material costs of any work undertaken by The Freeman Company (UK) Limited in order to fulfill the Client Order, at The Freeman Company (UK) Limited's Fully Costed Rates.

2.5.4 In the event of the cancellation of an Event, where The Freeman Company (UK) Limited has been appointed as an Official Contractor, the Event Organiser will pay to The Freeman Company (UK) Limited the cost of any work undertaken as part of that Appointment. This include the Fully Costed Rate for time and materials incurred in the preparation of floor plans, site visits, provision of forms and leaflets to an Event Organiser or Exhibitor and of any work undertaken by The Freeman Company (UK) Limited as part of the Appointment. Such payment will be due even where the Event Organiser has not placed a Client Order directly with The Freeman Company (UK) Limited and where The Freeman Company (UK) Limited's revenue would normally come directly from Exhibitors.

2.5.5 Clients will be liable for any work put in hand in order to meet the timescales necessary to complete work to the deadlines of the Event for which the work is intended. This includes cancellation even if a payment due to The Freeman Company (UK) Limited has not been made where such non payment would automatically prompt the cancellation of an order by The Freeman Company (UK) Limited, if an order commitment, written or aural, has been received by The Freeman Company (UK) Limited and in the opinion of The Freeman Company (UK) Limited commencement of work is necessary to ensure Event deadlines are met.

2.6 PREPAYMENT ORDERS

Any Client Order placed on Site will be charged at the surcharged price as detailed in the exhibitor manual.

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2.7.1 SITE ORDERS

Client Orders taken on site are subject to availability and the terms set out in:-

- 2.7.1.1 The Prepayment Order Form for "Late Orders".
- 2.7.1.2 "Site Order and Site Order Variation" form.
- 2.7.1.3 Priority will be on a first come first served basis. In accepting such Client Orders no guarantee is expressed or implied that the Client Order will be satisfied prior to the opening period.

3 PRICES AND CONTRACT VARIATIONS

3.1 PRICE

- 3.1.1 The Price of goods or services will be as defined in the Quotation.
- 3.1.2 The Price quoted will remain open for 30 days unless otherwise stated in the Quotation. In any event the cut-off date will determine the period for which the quotation will remain open for acceptance.
- 3.1.3 Furniture hire Prices are quoted for the Duration of the Event for which they are made available hired (provided the total hire period does not exceed 14 days). A delivery charge may be applied if The Freeman Company (UK) Limited is not an Official Contractor at an Event.
- 3.1.4 All Prices are exclusive of VAT.

3.2 CONTRACT VARIATIONS

- 3.2.1 Where a Client wishes to amend a Client Order within the deadline set out at 2.5.1, a Contract Variation, detailing the changes and revised Price, will be issued. Any work that is cancelled as part of the change will be subject to the terms set at 2.5.1 and the cost of this incorporated in the revised Price.
- 3.2.2 Where a Client wishes to amend a Client Order after work has started on Site, the Client will be charged in accordance with the terms set out below at 3.3.1, for changed Client Orders. The Freeman Company (UK) Limited will only proceed to make any change after a Site Order Variation Sheet has been signed by the Client's representative on Site. Labour time incurred by The Freeman Company (UK) Limited or its contractors will be charged at The Freeman Company (UK) Limited Fully Costed Rate.

3.3 CHANGE ORDERS

3.3.1 EVENT ORGANISER CLIENTS

Where The Freeman Company (UK) Limited has been appointed as an **Official Contractor** at an Event the quoted Prices to the Client will be subject to alteration:-

- 3.3.1.1 In the event that there are changes to the **Build Up or Pull Out dates** or times of opening of the Event. The modified Price to the Client will represent the additional labour (and materials where appropriate) incurred in order to meet the new timescales or requirements. The charges for additional labour will be calculated using The Freeman Company (UK) Limited's Fully Costed Rates.
- 3.3.1.2 If **truck or fork truck access** to the Site changes from that set out in The Freeman Company (UK) Limited's Quotation. Any additional costs incurred by The Freeman Company (UK) Limited in respect of these items will be passed on to the Client together with a handling charge of 10% of the invoiced amount.
- 3.3.1.3 For additional costs due to a **change in the Site** of the Event. Such additional costs incurred for, materials and sub contract services together with the fully costed additional labour will be passed onto the Client together with a handling fee of 10% of amounts invoiced from sub-contractors.

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- 3.3.1.4 if, after the Client Order has been received by The Freeman Company (UK) Limited, the Event Organiser or the authorities [police, fire service, local authorities] **changes the conditions and rules** governing the construction, health and safety, then the additional cost of working will be invoiced on the same basis as set out under paragraph 3.3.1.3 above.
- 3.3.1.5 If the final amount of **stand area** built is less than 95% of the area anticipated by the Event Organiser, and used by The Freeman Company (UK) Limited as a basis of the Quotation, The Freeman Company (UK) Limited will charge the Client the full value of the quote together with any extra work carried out by way of contract variation.
- 3.3.1.6 Where the specification of Organiser Packages is changed The Freeman Company (UK) Limited will charge in accordance with 3.2.1 and 3.2.2, whichever is applicable.
- 3.3.1.7 In the event that the **electrical mains** layout (in particular the layout of blocks of stands) is different to that upon which the original Quotation was based, or is varied subsequent to The Freeman Company (UK) Limited submitting the Electrical Mains requirements to the Venue The Freeman Company (UK) Limited will be entitled to charge the Client:-
- 3.3.1.7.1 The additional costs incurred, including additional charges from the Venue for labour and electrical mains charges.
- 3.3.1.7.2 The amount by which an electrical mains bill from the Venue exceeds the electrical mains revenue from the Event.
- 3.3.1.7.4 The full value of supplying all the anticipated electrical packages, as set out in The Freeman Company (UK) Limited's quotation, in the event that the amount by which The Freeman Company (UK) Limited's revenue received is less than 95% of the anticipated revenue for the supply of electrical fittings set out in the Quotation.
- 3.3.1.8 In the event that the Client requires floor coverings to be laid in a different manner to that which The Freeman Company (UK) Limited considers to be the optimum use of materials and labour (as set out in its Quotation or oral briefings), the additional Fully Costed Rates for labour and materials incurred will be invoiced to the Client.
- 3.3.1.8 In the event that the Client requires floor coverings to be laid in a different manner to that which The Freeman Company (UK) Limited considers to be the optimum use of materials and labour (as set out in its Quotation or oral briefings), the additional Fully Costed Rates for labour and materials incurred will be invoiced to the Client. Should a client change the layout of an event within four weeks of the date of Build-up such that the mix of carpet styles or colours varies from that already agreed the additional Fully Costed Rates for labour and materials incurred will be invoiced to the Client.
- 3.3.1.9 If, for Shell Scheme Construction the cost of changes requested on site, represent more than 5% of the total cost area built then The Freeman Company (UK) Limited will be entitled to charge the full amount of the additional costs so incurred at The Freeman Company (UK) Limited's Fully Costed Rates for labour and materials.
- 3.3.1.10 For all Client Orders other than Shell Scheme Construction, if changes requested on site cost more than 5% of the value of the Client Order or £500, which ever is the greater, then The Freeman Company (UK) Limited will be entitled to charge the full amount of the additional costs so incurred at The Freeman Company (UK) Limited's Fully Costed Rates for labour and materials;
- 3.2.3 where the client requires design changes in accordance with 3.2.1 and 3.2.2 which ever is applicable but subject always to further Design time being charged at The Freeman Company (UK) Limited's Fully Costed Rate for time spent on revising drawings, work schedules and associated administration
- 3.2.4 Where the Event Organiser is acting as Agent, the Event Organiser undertakes to ensure that the Exhibitor Clients are informed of the changes in the Prices to be charged in accordance with The Freeman Company (UK) Limited's Terms and Conditions of Business as set out in paragraphs 3.1, 3.2, and 3.3 of these terms. Any unilateral waiving of these terms and conditions by the Event Organiser or failure to comply with the requirements of this paragraph will result in the Event Organiser being held jointly and severally liable with Client for any shortfall.

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3.3.3 EXHIBITOR CLIENTS

The Freeman Company (UK) Limited's Quotations for design and Construction will be subject to the conditions set and defined by the Event Organiser. The Freeman Company (UK) Limited will take into account all appropriate constraints and costs associated with the timely Construction within the timescales set by the Event Organiser. To the extent that The Freeman Company (UK) Limited has no control over such conditions The Freeman Company (UK) Limited's Prices will be subject to change for the reasons and the basis of charging set out at 3.3.1.1 to 3.3.1.4 above, namely for additional costs arising from:-

- 3.3.3.1 Change in the Build Up or Pull Out dates or times of the Event.
- 3.3.3.2 Changes in truck or fork truck access to the Site from that set out in The Freeman Company (UK) Limited's Quotation.
- 3.3.3.3 A change in the Site of the Event.
- 3.3.3.4 Changes to rules and regulations governing Constructions, health and safety taken by the Event Organiser or the authorities concerned [police, fire service or others].
- 3.3.3.5 If the amount of changes requested on site result in a revised Quotation which is less than 95% of the original Quotation, then The Freeman Company (UK) Limited will be entitled to invoice the full amount of the original quote, or, the revised quote plus costs arising from the design revisions, as set in 3.3.2 above, whichever is the greater.
- 3.3.3.6 Design time will be charged at The Freeman Company (UK) Limited's Fully Costed Rate for time spent on revising drawings, work schedules and associated administration.

4 DELIVERY - RETURN - DISPUTES

- 4.1 It is the duty of the hirer to provide at such event or exhibition, a duly authorised representative to accept the furnishings and to give a written receipt. If the hirer fails to provide for this, he will not be permitted to dispute subsequently the facts of the delivery and be deemed to have accepted the delivery and these conditions.
- 4.2 In the event of non delivery or if the Client is not satisfied that the goods or services that have been ordered are delivered in conformity to the Quotation then a member of The Freeman Company (UK) Limited Site team must be notified before the Open Period of the Event. If the Client is not satisfied with the remedial action taken by The Freeman Company (UK) Limited, the matter should be addressed with the senior member of The Freeman Company (UK) Limited Site team or with the Event Organiser's on site staff.
- 4.3 In the event of a dispute that cannot be resolved on site, the Client will submit their complaint in writing to The Freeman Company (UK) Limited within seven days of the opening of the Event. The Freeman Company (UK) Limited will consider the complaint and respond to the Client within 10 working days.
- 4.4 No complaint will be addressed unless it has been brought to the attention of The Freeman Company (UK) Limited's team before the Open Period of the Event.
- 4.5 If, after return, apparently malfunctioning products are found by The Freeman Company (UK) Limited to be to specification and fully operational, then the Client will be charged for The Freeman Company (UK) Limited's costs in recovering and replacing the item with all costs calculated at the at The Freeman Company (UK) Limited Fully Costed Rate.
- 4.6 Once the Contract is complete, the Client will not be able to claim "force majeure" or an act of God against The Freeman Company (UK) Limited, as The Freeman Company (UK) Limited will be considered to have performed its contractual obligations.
- 4.7 For the hire of furniture, the liabilities of the Client commence at the time the furniture is delivered to Site, or are collected from The Freeman Company (UK) Limited's premises, and continue until they are collected from the Site by The Freeman Company (UK) Limited or are returned to The Freeman Company (UK) Limited's premises. During this time the Client will:-
 - (i) Keep at the Client's own expense the furniture in good and substantial repair and condition and in the event of any article being damaged beyond repair or lost by fire, theft or any other cause whatsoever, will pay The Freeman Company (UK) Limited the full replacement value of the furniture plus the original - hire charge. In the event of any item being damaged and requiring repair the Client will pay the full cost of such repair in addition to all hire charges.

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- (ii) Keep the furniture fully insured to their full replacement value against all risks. Clients are reminded that the period of the insurance shall include at least five days prior to the opening of the event or exhibition for which they are hired, and at least five days after its conclusion. Furniture is hired only on this condition.

4.8 PAYMENT

- 4.6.2 Unless otherwise agreed, all Client Orders for items ordered from Pre-payment forms must be accompanied by full payment.
- 4.6.2 In the event of non payment within the terms detailed in our Quotation The Freeman Company (UK) Limited reserves the right to withhold the goods or services that have been ordered.
- 4.6.3 In the event of late payment, with reference to the terms detailed in The Freeman Company (UK) Limited's Quotation, The Freeman Company (UK) Limited reserves the right to charge interest of 3% p.a. over the HSBC base rate until paid.

5 COMPLYING WITH SITE STANDARDS

5.1 SITE(S)

- 5.1.1 The Freeman Company (UK) Limited's Quotations are based on the understanding that the Client guarantees The Freeman Company (UK) Limited that:
 - 5.1.1.2 The site is fit for purpose for the Event,
 - 5.1.1.3 The site complies with the legal, legislative and statutory conditions [of safety, lighting, etc.] in force for the Event.
 - 5.1.1.4 The owner or user of the site where the Event is taking place has expressly given its consent for the transport and assembling of the equipment ordered.
 - 5.1.1.5 To supply The Freeman Company (UK) Limited, with the details of any site constraints [underground/overhead network, ground resistance, etc.] 30 working days at the latest before the date of the 1st day of installation.
- 5.1.2 Any failure to meet the conditions set out at 5.1.1 above will render the Quotation null and void. The Freeman Company (UK) Limited will be entitled to treat the Contract as having been cancelled and will be entitled to be reimbursed on the basis of 3.2 above.
 - 5.1.2.2 The Freeman Company (UK) Limited will be free to enter into an entirely new Contract with the Client should the event receive permission to go ahead.
 - 5.1.2.3 In circumstances where the conditions at 5.1.1 have not been met but the work has been partially completed then The Freeman Company (UK) Limited will be entitled to treat subsequent work on the terms set out above at 2.3.1 and 3.2.1 which ever is applicable.

5.2 COMPLYING WITH STANDARDS

- 5.2.1 The Client undertakes to indemnify The Freeman Company (UK) Limited against any consequence that may result from failure of the Client to observe the aforementioned provisions.
- 5.2.2 The Client alone will be responsible, both criminally and legally, for any possible consequence of a failure to have any necessary authorisations and undertakes to indemnify The Freeman Company (UK) Limited against all claims for whatever cause.
- 5.2.3 The Client will comply with all conditions imposed by the Event Organisers or Promoters of the Event or of the Site and shall be solely responsible for obtaining written consent from these parties for any modifications or waiver of said conditions.
- 5.2.4 Save as expressly provided in all these Terms and Conditions, the Client shall indemnify The Freeman Company (UK) Limited against all actions, claims and demands whatsoever arising from any loss or damage of whatsoever nature suffered by any party as a result of its conduct in completing the Contract or complying with any Event or Site conditions.

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5.3 DILAPIDATIONS

The dilapidations of the Site will be the sole responsibility of the Client except for damage caused by The Freeman Company (UK) Limited's negligence. The Freeman Company (UK) Limited accepts no responsibility for damage which arises as a direct consequence of specific instructions from the Client.

6 LIABILITY FOR SAFE KEEPING OF THE FREEMAN COMPANY (UK) LIMITED PROPERTY

- 6.1 As from its being made available, its delivery or acceptance, the Client will be responsible for the safety of The Freeman Company (UK) Limited's property throughout the Duration of the Event and will be responsible for any damage to The Freeman Company (UK) Limited's property caused by the actions of the Client or its customers.
- 6.2 During this period The Freeman Company (UK) Limited disclaims all responsibility concerning documents, objects, samples, equipment or other goods present in / under / on the equipment rented by the Client.
- 6.3 Clients are reminded that all equipment should be emptied of personal belongings immediately at the end of the Open Period of the Event, in order that The Freeman Company (UK) Limited's property may be removed from Site as quickly as practical. The Freeman Company (UK) Limited accepts no responsibility for the safe custody of goods left in cabinets, draws or similar storage items.

7 USE

- 7.1 The Freeman Company (UK) Limited provides all goods, including complete stand structures on hire only and the Client undertakes:
 - 7.1.2 To use the equipment in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to keep it and to return it in good working order and clean, and to respect The Freeman Company (UK) Limited's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in these Terms and Conditions, the specifications sheets, and/or the documents that were handed over to it on delivery.
 - 7.1.3 Not to carry out any modification or repair to The Freeman Company (UK) Limited's property, however small.
 - 7.1.4 Not to nail, apply adhesive or paint, or damage The Freeman Company (UK) Limited's property in any way without The Freeman Company (UK) Limited's agreement or the express permission as set out in the Exhibitor manual for the Event.
 - 7.1.5 To allow any of The Freeman Company (UK) Limited's representatives or persons authorised by the latter, unrestricted access to the equipment installed for purposes of maintenance and to take any necessary steps to make their mission easier.
 - 7.1.6 To return goods to The Freeman Company (UK) Limited free of any object.
 - 7.1.7 To be responsible for any electrical item connected to a socket or mains connection installed by The Freeman Company (UK) Limited and to accept full responsibility and all consequential costs resulting from the connection of a faulty or inappropriate electrical item connected to a socket or mains connection installed by The Freeman Company (UK) Limited.
 - 7.1.8 To pay The Freeman Company (UK) Limited the cost of repair or replacement (as appropriate) for any item damaged whilst in the care of the Client however caused.

8 SUPPLY OF GOODS

All goods, materials, plant or machinery supplied by The Freeman Company (UK) Limited, shall be on hire unless otherwise stated. The period of hire will be Duration of the Event unless otherwise stated. The Freeman Company (UK) Limited shall enter the Site to collect and to remove its property as soon as permitted after the end of the Open Period.

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9 OWNERSHIP

- 9.1 All goods, materials, plant or machinery supplied by The Freeman Company (UK) Limited remains The Freeman Company (UK) Limited's property unless otherwise stated.
- 9.2 **Equipment** sold by The Freeman Company (UK) Limited remains its property in full until the Price, in principal and interest, has been fully paid. If the Client wants the purchased equipment to be transformed, or resold, or incorporated into another good it shall pay The Freeman Company (UK) Limited the balance of the cost beforehand. The transfer of risks takes place when the equipment is made available to the Client in our workshops or when The Freeman Company (UK) Limited delivers it on site. Consequently, it is up to the Client to check the state of the equipment in The Freeman Company (UK) Limited's presence and to carry out any recourse against it in the event of damage.
- 9.2.2 **Designs**
All Quotations, designs, drawings, plans and models prepared by The Freeman Company (UK) Limited remain its property and its copyright and are provided to clients solely for their use in connection with the Contract which they are associated with.
- 9.2.3 **Copyright**
Copyright and design rights in all designs remain with The Freeman Company (UK) Limited unless expressly set out in writing to the contrary. Clients expressly undertake not to use any The Freeman Company (UK) Limited design unless The Freeman Company (UK) Limited is the Contractor for their work. Any unauthorized use of the designs or concepts will result in The Freeman Company (UK) Limited charging the Fully Costed labour incurred in the production of the design and associated costs incurred in protecting its copyrights.

10 ILLUSTRATIONS / PHOTOS

- 10.1 The illustrations and / or photos featured in the sales documentation (irrespective of the medium) are for guidance only and are not binding specifications.
- 10.2 Clients may photograph work carried out by The Freeman Company (UK) Limited for their own marketing purposes only and attention is drawn to paragraph 9.2 above regarding the use of The Freeman Company (UK) Limited designs.

11 TERMS OF PAYMENT

- 11.1 Unless otherwise detailed in our Quotation, payment of the full amount inclusive of tax shall be attached to the Client Order and will be payable by cheque, banker's card, draft (deemed without costs and returned accepted by the Client within eight working days from its being sent), promissory note or transfer or with the payment of an additional charge by credit card.
- 11.2 The Client will not be granted any discount for early payments.
- 11.2.1 For work being carried out for Event Organisers, The Freeman Company (UK) Limited will invoice the Client to the terms set out in the Quotation. Invoices issued prior to the Event will be based on the estimated size of the Event using the latest information provided to The Freeman Company (UK) Limited. Payment for such invoices must be received by The Freeman Company (UK) Limited before the first day of Build Up. On the Event opening, The Freeman Company (UK) Limited will agree with the Client, the total amount of work that The Freeman Company (UK) Limited has undertaken and will invoice for that work at the previously agreed rates and will provide a credit note for work already invoiced.
- 11.2.2 Unless otherwise agreed in writing by The Freeman Company (UK) Limited, the Client's failure to pay at the due date will entail suspension of the Contract and termination ipso jure of the Contract without prejudice to any damages that might result from this.

THE FREEMAN COMPANY (UK) LIMITED

Terms and Conditions of Business

Updated June 2013

12 FORCE MAJEURE

- 12.1 The Freeman Company (UK) Limited's obligations for completion of the Contract will be suspended in the event of force majeure, bad weather, or any cause outside its control,. Should The Freeman Company (UK) Limited be unable to resume its obligations before the Open Period of the Event, the Contract will be automatically cancelled, with it being clear that, in such event, all the costs incurred by The Freeman Company (UK) Limited in connection with the Contract up to that point will be remain the liability of the Client and will be payable on receipt of The Freeman Company (UK) Limited's invoice.
- 12.2 The Freeman Company (UK) Limited can terminate its contractual relationship immediately with the Client, if formal notice given by recorded delivery letter to the Client has been fruitless for more than 8 days, or if the Client has failed to perform one or other of its obligations without prejudice to any other of The Freeman Company (UK) Limited's rights and recourse that might result from this.
- 12.3 If by reasons of force majeure, labour difficulties or shortage of materials, or any cause beyond The Freeman Company (UK) Limited's control, The Freeman Company (UK) Limited is unable to provide all or any of the goods and services ordered by the Client during the whole or part of the Duration of the Event, The Freeman Company (UK) Limited's liability shall be limited to the return of a corresponding proportion of the charges paid and payable by the Client for such goods and services and The Freeman Company (UK) Limited shall not be liable for any loss or consequential costs.