

Goods and services ordering conditions

1-Processing service purchase orders

At the Société, we process orders pertaining to the purchase of services the moment we receive all the appropriate information and on a "first come, first served" basis.

2- Configuration plans

2.1 Plan formats

When warranted depending on the services you order, you shall provide us with the appropriate configuration plans in "Autocad" (.dwg or .dxf) format or on paper to scale, otherwise we shall be unable to process your order.

Also, we shall provide you, upon request, with the plans of the Palais des congrès de Montréal at no extra charge.

For all additional plan related information, you can reach our technical advisors at the following phone numbers: 514 871-5871 or toll-free 1 888 871-5871.

2.2 Plan approvals

We must approve your plans prior to any equipment setup. You will have to modify any plans that fail to meet our requirements, and incur any resulting potential delays and additional costs, including the complete suspension of setup operations when applicable.

You also acknowledge that any changes to previously approved plans requested the day of the event must be re-approved by us and may be subject to additional fees based on the rates in effect.

2.3 Rates applicable to the approval and drafting of plans

2.3.1 Plan approvals

The plan approval process is free if we receive the plans at least fifteen (15) business days before the event opens. Thereafter, we will charge you approval fees of \$80/hour.

Plans are approved and returned to you within five (5) business days.

2.3.2 Drafting of plans

We can draft the plans for you upon request. This service shall be charged at a rate of \$80/hour.

2.4 Failure to provide a plan

You acknowledge that for setups requiring a plan, failure to provide us with said plan along with the appropriate information in the requested format and within the required timeframe shall automatically entitle us to reserve the right to set up the equipment as we deem appropriate.

3-Cancellations

The following terms shall apply should you cancel a service:

- you will not be charged any fees or penalties for cancelling a service before the setup period;
- you will be charged 50% of the price of the cancelled service if you cancel said service during the setup period;
- you will be charged for the cancelled service in full (100%) if you cancel said service at any time after the setup period.

Any claims of installation fees must be placed before the exhibition's closure.

4-Service interruptions

We shall not be liable for any losses or inconveniences whatsoever incurred as a result of the interrupted supply of water, electricity, heating, lighting, air conditioning, telecommunications or any other service, due to circumstances beyond our control, unforeseeable or unavoidable events, or force majeure as defined under the Civil Code of Québec.

We may, without obligation or responsibility to you, suspend any service(s) that shall require immediate emergency repair in the wake of an accident or any failure or defect whatsoever or any other cause. We shall undertake all reasonable means the situation requires to restore service after an interruption.

5-Disclaimer

You shall be responsible for protecting and safeguarding all your equipment, technical amenities, booths and any other material you shall supply, own, have in your charge and under your control, or rent from the Société du Palais des congrès de Montréal (hereafter the "Equipment"). You shall release us from all liability for damaged or lost Equipment resulting from breakage, fire, theft or any other cause.

Also, following the event, you shall be responsible for collecting, recovering or otherwise disposing of your Equipment. Failure to perform this shall incur a fee.

In addition, you shall be responsible for meeting our security requirements for the premises throughout the event, including adhering to our security plan and complying with the appropriate requirements.

You shall release the Société du Palais des congrès de Montréal from any damages whatsoever that could result from your occupation of the premises, or that of your representatives, employees or any other individuals you are responsible for or who are under your control. Consequently, you shall protect, indemnify and hold harmless the Société du Palais des congrès de Montréal from all costs, including as they pertain to reasonable legal fees, property damage, bodily injuries or fatalities incurred by the Société or its management, employees, agents, representatives, visitors, dealers or subtenants, due to your acts, deeds, omission or negligence or the acts, deeds, omission or negligence of individuals you are responsible for or who are under your control, or due to your failure to comply with the appropriate laws and regulations or your failure to meet the terms and provisions outlined herein.

6-Rights of the Société du Palais des congrès de Montréal

We reserve the right to cancel an event without liability on our part or any possibility of recourse for you, your representatives, employees or any other individuals you are responsible for or who are under your control, should we believe the event presents a security risk for the people in attendance and the premises per se.

We reserve the right to refuse setting up equipment that violates the standards and rules in effect.

We reserve the right, at all times and at our entire discretion, to modify your invoice to reflect the services actually rendered.

7- Applicable laws

The terms outlined herein and transactions stemming from services purchased/ordered are governed by and construed in accordance with the laws of Québec. Any and all disputes, disagreements or claims arising from or in connection with said terms or transactions shall be submitted to and be subject to the jurisdiction of the courts of Québec. As a result, the courts of Québec shall have exclusive jurisdiction over any suits, actions or proceedings arising from or in connection with said terms or transactions.

8-Terms respecting services intended for setting up audiovisual equipment

Regulations respecting the use of premises and equipment for audiovisual purposes:

Setups requiring audiovisual or technical services must comply with the requirements found in Palais des congrès de Montréal regulations 52-01 and, which are intended to ensure our clients enjoy a safe and secure environment, to prevent any structural or infrastructural damages to the building and the equipment during the setup and takedown of audiovisual services, and also to standardize the installation of rigging points for stage and audiovisual services.

9-Terms respecting electrical services

Electrical connections from the ceiling shall be subject to approval by the Société du Palais des congrès de Montréal master electrician and also subject to additional fees.

You are prohibited from sharing power with or redistributing power to anyone, including other exhibitors like yourself, otherwise you shall be billed for all costs directly and indirectly incurred while having supplied electrical power to a third party, in addition to the electrical services you originally ordered.

10-Terms respecting plumbing services

Water hookups shall be exclusively performed by Société du Palais des congrès de Montréal staff.

11-Terms respecting telecom services/internet

You shall be responsible for configuring your own equipment and internet connection to our network. Wireless routers are forbidden. Devices used without the appropriate consent shall be disconnected from the network and shall be subject to additional charges.

Wiring or cabling modifications may only be performed by Société du Palais des congrès de Montréal telecom staff.

We reserve the right to disconnect any computers whose usage may hinder the performance of our network. You are prohibited from sharing the internet service you purchased from us with anyone, or redistributing it, including to other exhibitors like yourself, otherwise you shall be billed for all costs directly and indirectly incurred while having supplied telecom services to a third party, in addition to the telecom services you originally ordered.

You shall release us from all liability for damages to computer software or equipment you supply, own, have in your charge and under your control, or rent from us, including any damages resulting from lost or destroyed data, lost business opportunities, lost revenues or profits caused by, among other things, changes to software configuration, computer viruses, internet network failure, services provided by us or one of our suppliers, or due to any other reason.

12-Terms respecting handling services

Handling services shall be provided during the event on the days scheduled for setup and dismantling. We shall therefore receive and ship merchandise on your behalf on the dates you will have indicated at the time of booking.

We reserve the right to refuse any and all merchandise we receive after the aforementioned dates, and you shall be responsible for all charges we incur as a result of improperly scheduled shipments and deliveries.

We shall transport your merchandise from the loading dock to the location you will have indicated at the time of booking. Any additional transportation or handling services shall be billable.

13-Terms respecting sign setup services

All sign setups shall require the approval of the Société du Palais des congrès de Montréal.

14-Language

The parties hereto have agreed that those *Goods and Services Ordering Conditions* and all other documents referred to therein as well as any purchase order issued thereunder be drafted in English. Les parties aux présentes ont convenu de rédiger les conditions relatives à l'achat des biens et services ainsi que tout document s'y référant et tout bon de commande émis en vertu de ces conditions, en anglais