



FB INTERNATIONAL, INC.
1 Raritan Road
Oakland, NJ 07436
TEL: +1 201 337 1985
FAX: +1 201 337 4848
EMAIL: customerservice@fbinternational.net

**FUNCTIONAL
FABRIC FAIR**
POWERED BY **PERFORMANCE DAYS**
NEW YORK

**Jacob K. Javits
Convention Center
in New York, NY
July 18 - 19, 2023**

ADVANCED ORDER DISCOUNT DEADLINE FOR FURNITURE AND ACCESSORIES: JUNE 19, 2023
ADVANCED ORDER DISCOUNT DEADLINE FOR GRAPHICS: JUNE 12, 2023

EXHIBIT PACKAGES RULES & REGULATIONS PAYMENT POLICY - LIMITS OF LIABILITY & RESPONSIBILITY

DEFINITIONS

For purposes of this Contract, "FB INTERNATIONAL INC." means FB INTERNATIONAL INC

The term "Exhibitor" means the Exhibitor, its employees, agents, representatives.

PAYMENT TERMS

Full payment, including any applicable tax, is due at the time the order is placed. Purchase orders are not considered payment. All payments must be in U.S. funds and all checks must be drawn on U.S. bank orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FB INTERNATIONAL INC. except where specifically identified as a sale.

All equipment rentals are based on Show Rates and apply only to Show Days.

Exhibitor agrees to use all rental equipment with reasonable care to prevent excessive wear and tear and/or damage to FB INTERNATIONAL INC.'s property. Exhibitor shall not drill any holes or attach any kind of product to the hard walls of the exhibit. Exhibitor will notify FB INTERNATIONAL INC. immediately of any damage to rental equipment and agrees to be billed for any damage to, or loss of, rental equipment rented to Exhibitor. In case of cancellation of any labor orders by Exhibitor a one-hour "per person, per hour" if the Show or Event is canceled because of reasons beyond FB INTERNATIONAL INC.'s control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FB INTERNATIONAL INC. will not issue refunds to Exhibitor of any payments made before the date of cancellation. It is Exhibitor's responsibility to advise the FB INTERNATIONAL INC. Service Center Representative of problems with any orders, and to check the Exhibitor's invoice for accuracy prior to the close of the Show or Event. If Exhibitor is exempt from payment of sales tax, FB INTERNATIONAL INC. requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless Exhibitor is rebilling these charges to its customers. For international Exhibitors, FB INTERNATIONAL INC. requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any preapproved unpaid balance after the close of the show; terms will be net, due and payable in Oakland, New Jersey upon receipt of invoice.

Effective 30 days after invoice date, any unpaid balance will bear a Finance Charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an Annual PERCENTAGE RATE of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FB INTERNATIONAL INC. shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, Exhibitor agrees to pay all legal and collection costs. These PAYMENT TERMS AND Conditions Shall be Governed by AND Construed in Accordance with The laws of The STATE of NEW JERSEY. In the event of any dispute between the Exhibitor and FB INTERNATIONAL INC. relative to any loss, damage, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to FB INTERNATIONAL INC. for its services, as an offset against the amount of any alleged loss or damage. FB INTERNATIONAL INC. reserves the right to charge Exhibitor for the difference between the Exhibitor's estimate of charges and the actual charges incurred by Exhibitor, or for any charges that FB INTERNATIONAL INC. may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, FB INTERNATIONAL INC. hereby provides notice that it reserves the right, and Exhibitor authorizes FB INTERNATIONAL INC., to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the Exhibitor's account.

Exhibitor hereby grants a lien on its property in FB INTERNATIONAL INC.'s possession to the extent of any outstanding obligations owed to FB INTERNATIONAL INC. by Exhibitor.