

## Standard Terms and Conditions of Sale

The following Standard Terms and Conditions of Sale shall apply to every Quotation or Proposal made by Excalibur Exhibits, A Swords Company ("Seller") to our client or customer ("Buyer"), and to every Sales Order, Job Order, Production Order, Change Order or Field Service Order issued by Seller to Buyer.

1. BUYER'S ACCEPTANCE OF SELLER'S CONDITIONS. If this writing differs in any way from the terms and conditions of Buyer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms and conditions contained herein that are different from or additional to those contained in Buyer's writing, and Seller's terms and conditions shall govern over any different or conflicting terms and conditions of Buyer. Further, this writing shall be deemed notice of objection to such terms and conditions of Buyer. If this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions contained herein. In any event Buyer's acceptance of the goods or services shall manifest Buyer's assent to Seller's terms and condition. Stenographical or clerical errors are subject to correction.

Every quotation is based on the understanding that, if Buyer places an order which is accepted by Seller, a formal contract satisfactory to Seller will be signed by Buyer, if Seller so elects.

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods or services sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this contract, it will not be enforceable by Buyer.

2. TRANSPORTATION RELATED SERVICES, INSURANCE & STORAGE. All transportation charges shall be F.O.B. Seller's plant and include charges for all Sellers' transportation related services. Any prepayment of transportation related services by Seller shall be for the account of Buyer and shall be added to the amount of the invoice and repaid by Buyer in accordance with the terms of payment. Buyer is responsible for all transportation related service charges which will be included on Buyer's invoice. Seller shall not be Buyer's shipping agent, but will arrange for an established carrier or forwarding agent to forward to destination goods from Seller's plant.

SELLER DOES NOT CARRY INSURANCE ON THE GOODS PURCHASED HEREUNDER AND BUYER SHALL HAVE THE RISK OF LOSS AFTER THE GOODS LEAVE SELLER'S PLANT OR WHILE IN STORAGE AT SELLER'S WAREHOUSE OR ELSEWHERE. SELLER IS NOT RESPONSIBLE FOR GOODS DAMAGED, STOLEN OR LOST IN TRANSPORTATION, IN STORAGE, OR AT EXHIBIT HALLS. BUYER SHOULD OBTAIN INSURANCE. Any of Buyer's property stored with Seller at the request of Buyer is subject to the terms and conditions of Seller's Storage Agreement. If storage is provided under this contract, this document shall constitute a warehouse receipt, and Seller shall have a warehouseman's (or storer's) lien in accordance with the Uniform Commercial Code or other applicable legislation.

3. STORAGE CHARGES AND WAREHOUSEMAN'S LIEN.

a. Buyer will be charged for in/out handling of Exhibit Material at Seller's prevailing market rate, which may vary depending on location and market conditions.

b. Buyer will be charged for storage of its properties at the applicable local rate based upon the total number of square feet that the properties occupy. The amount due under this provision will be computed on a monthly basis and billed quarterly in advance to the Buyer. The parties may agree in writing to other payment schedules.

c. Buyer acknowledges that Seller shall have a warehouse lien upon any and all Buyer's property. This includes, but is not limited to, the Exhibit Material presently stored or hereafter stored with Seller, for all storage and other charges, costs and expense relating to such property, all as permitted by UCC § 7-209, as enacted in the State where the property is located. If any storage or other charges, costs, or expenses are not paid when due, Seller may, after due notice in writing to the Buyer, sell or dispose of any of Buyer's property. This includes but is not limited to sale and all costs, including court costs and reasonable attorneys' fees, incurred in collecting charges or enforcing this lien and/or security interest, as permitted by UCC § 7-210 as enacted in the State where the property is located.

4. PAYMENT TERMS, TAXES, CHARGES & DELIVERIES. Seller reserves the privilege of obtaining up to 100% cash with order and any applicable balance on inspection before delivery. In the event that additional amounts are due after delivery, these will be invoiced due net 30 days. In consideration of the granting and extension of credit by Seller to Buyer, it is hereby agreed that Buyer will promptly pay any additional amounts when due. A finance charge at the maximum legal rate (or if no maximum is specified, at a rate of 18% per annum) will be added to the unpaid additional amount, or any amounts payable under Section 10 hereunder, if payment is not made within 30 days of invoice date. Additionally, in the event of non-payment, Buyer agrees to pay all collection charges incurred by Seller, including charges made by a collection agent up to but not exceeding 20% of the principal amount due and, in the event of suit, reasonable attorneys' fees and court costs.

Buyer shall have ten (10) days from the invoice date to detail in writing any contested invoice amounts or items charged. The parties agree that any invoice, or portion thereof, not contested by Buyer within such ten (10) day period shall be deemed final and correct as to the amount due and owing. Buyer shall pay Seller all uncontested invoice amounts in accordance with the terms of this agreement and shall pay Seller within ten (10) days of resolution of any contested amounts. If the full price of goods and services furnished by Seller hereunder is not paid prior to delivery, Seller hereby retains and Buyer hereby grants to Seller a purchase money security interest in the goods described in this contract, all additions and accessions thereto, and the proceeds thereof, to secure payment of the obligations of Buyer to Seller. Buyer agrees to sign and permit the filing of any additional documents necessary to protect Seller's security interest, and permits the filing of a photocopy of this document as a financing statement.

Any taxes or government charges which Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation or any of the goods or services covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.

Deliveries shall be subject to the approval of Seller's Credit Department. If Buyer fails to fulfill the terms of payment, Seller may defer further deliveries, or may cancel the undelivered balance of the order and hold Buyer liable for the resulting damages. Seller reserves the right, prior to making any deliveries, to require from Buyer satisfactory security for performance of Buyer's obligations.

5. RIGHTS IN DESIGNS. Except as set forth herein, all exhibit designs and related developments, discoveries, inventions, improvements, drawings, plans, sketches, specifications and other documents, data, works or materials made, created or acquired by Seller pursuant hereto ("Work Product"), together with the patent, copyright, trade secret and all other intellectual property rights therein, are and shall remain the sole property of Seller, and Buyer shall have no rights therein. All items of Work Product and the information contained therein COMPRISE TRADE SECRETS OF SELLER, AND ARE PROTECTED AS UNPUBLISHED WORKS UNDER COPYRIGHT LAW.

Upon payment in full by Buyer to Seller of all amounts due hereunder, Buyer shall have the non-exclusive, perpetual right to publicly display the goods provided to Buyer hereunder (but, except for Custom Work defined below, shall not have the right to make or distribute copies thereof nor the right to make derivative works based thereon). Upon payment in full by Buyer to Seller of all charges for Custom Work, all patent, copyright, trade secret and all other intellectual property rights in such Custom Work shall be vested in Buyer. As used herein, "Custom Work" is Work Product which is expressly designated in writing as "Custom Work" in the documentation between Buyer and Seller. In no event shall Custom Work include any (i) Work Product that was developed prior to the effective date of the agreement between Buyer and Seller, or which has been developed by Seller or a third party as stock-in-trade for use by more than one of Seller's clients, or which has not been developed specifically for the account of Buyer, or (ii) Program Management Software. For purposes herein, "Program Management Software" shall mean any software designed for Seller's personnel and client exhibit management staff to organize and allocate resources for exhibit programs. Notwithstanding the rights granted to Buyer herein, Seller shall have the right to include representations or renditions of any designs embodied in Work Product, including renderings or photographs, in Seller's advertising materials.

6. WARRANTIES, REMEDIES AND EXCLUSIONS. Seller warrants that the goods sold hereunder shall be built or refurbished, as the case may be, in accordance with current industry standards, and that any new goods furnished hereunder shall be free from defects in materials and workmanship. If within ninety (90) days after the date of shipment any goods furnished or work performed by Seller is discovered to be defective solely as a result of Seller's failure to comply with the foregoing warranty, Seller shall correct the defect upon request at Seller's expense and such shall constitute Buyer's sole and exclusive remedy. After expiration of the 90 day warranty period all repair and maintenance services shall be in accordance with Seller's then standard practice and price schedule.

If any labor, repair or parts replacement is required because of accident, negligence, misuse, theft, vandalism, fire, water or other peril, or because of conditions outside of specifications, including but not limited to electrical power, temperature, humidity or dust, or by cause other than normal use, or due to wiring, repair or alterations by anyone other than Seller or its subcontractors, the warranties and repair obligation otherwise provided herein shall not apply.

All goods shall be produced subject to Seller's tolerances and variations in respect to dimensions, weight, straightness, selection, surface conditions, composition, mechanical properties, internal conditions and variations as are consistent with practical manufacturing and inspection methods. Inspection of the goods, to confirm their conformance to the specifications to which Buyer has previously agreed, shall, if requested by Buyer, be made at Seller's plant. Such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing Buyer to make such inspection prior to shipment from Seller's plant.

SELLER GIVES NO WARRANTIES EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. BUYER'S WARRANTIES AND INDEMNITY. In the event that Seller renders services for the building, fabrication, extension, modification or adaptation of any exhibit, design, development, discovery, invention, improvement, drawing, plan, sketch, specification, document, data or work made or created by Buyer or any third party ("Buyer Work"): (a) Buyer represents that Buyer has the right to build, fabricate, extend, modify or adapt the Buyer Work; and (b) Buyer warrants that the Buyer Work is original, and does not include any material that will infringe, nor will any building, fabrication, extension, modification or adaptation of the Buyer Work infringe any patent, copyright, industrial design, trade secret or any other intellectual property right of any third party; and (c) Buyer shall indemnify, defend and hold harmless Seller, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected with the building, fabrication, extension, modification or adaptation of such Buyer Work. In the event that Seller provides designs, drawings, plans, sketches, or other works created by Seller which Buyer or a third party builds, fabricates, modifies or adapts, then (d) Buyer shall assume sole risk, liability and legal exposure in connection therewith; and (e) Buyer shall indemnify and hold harmless Seller, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected therewith.

8. LIMITATIONS OF LIABILITY. The following limitations of Seller's liability are acknowledged by the parties to be fair and reasonable and shall apply to any act of omission hereunder and to any breach of this contract of which these terms and conditions form a part: (a) Seller's total liability for any claim arising from this contract shall be limited to the contract price; and (b) in no event shall Seller be liable for special, indirect, consequential or incidental damages whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability. Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, personal injury, and claims of third parties.

9. EXCUSABLE DELAYS. Seller shall not be liable for any delay in manufacture, delivery or its performance hereunder due to fires, strikes, disputes with workmen, war, terrorist attacks or activities, civil commotion, earthquakes, epidemics, floods, accidents, delays in transportation, shortage of cars, shortage of necessary materials, shortage of labor, plant conditions, acts, demands or requirements of any applicable Government, or to any cause beyond the reasonable control of Seller, notwithstanding such causes of delay are operative at the time of making

the contract. The existence of such causes of delay shall justify the suspension of performance by Seller hereunder and shall extend the time of performance on the part of Seller to such extent as may be necessary to enable it to perform its obligations hereunder after the causes of delay have been removed. The provisions of this paragraph shall not be limited or waived by any other terms of this contract, whether printed or written.

10. ATTORNEYS' FEES. In the event it is necessary to take legal action, including arbitration or court action, with respect to any dispute or agreement between the parties, or to collect the outstanding balance of the account, it is mutually agreed that the prevailing party will receive costs or expenses incurred, which includes reasonable attorneys' fees.

11. DEFAULT. If Buyer defaults under this agreement for any reason then Seller is entitled to pursue all of its remedies and damages available by law, including but not limited to Buyer's payment to Seller of all costs, including any third-party obligations incurred by Seller as a result of this agreement, billed using standard mark-ups. Buyer will be invoiced for such amounts and shall pay Seller within ten (10) days of the invoice date.

12. ENTIRE AGREEMENT. This writing evidences the entire agreement between the parties and supersedes all prior written or oral representations or agreements. This contract may not be altered, modified or waived orally, by course of performance, course of dealing or usage of trade. Buyer may not assign this contract without Seller's prior written consent.