## Terms & Conditions

# YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become a part of the Contract between Atlantic Rentals and Sales Corp., and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- The Payment Authorization Form is signed; or online order via storefront or
- An order for showcase equipment is placed by exhibitor with Atlantic Rentals And Sales Corp.

### LAWS AND REGULATIONS

User access to and use of Atlantic Rentals website or online ordering are subject to all applicable federal, state, and local laws and regulations. Please also review our Privacy Policy, which also governs your visit to our systems and explains our practices. All information contained on our site (collectively content) is owned and controlled by Atlantic Rentals and Sales Corp. The Content is protected by US and foreign copyright laws and statutes. Users are prohibited from modifying, copying, distributing etc any content without prior written permission from Atlantic Rentals and Sales corp

**DEFINITIONS:** For purposes of the contract, "Atlantic Rentals and Sales Corp.", means its employees, directors, officers, agents, assigns, affiliated companies and related entities including, but not limited to, any subcontractors Atlantic Rentals and Sales Corp. may appoint. The term "Exhibitor" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS: Full payment, including applicable tax, is due in advance. All payments must be in U.S. funds and all checks must be drawn on a 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 Atlantic Rentals except where specifically identified as a sale. All rentals include delivery, installation, and removal from Exhibitor's booth. In case of cancellation of any orders or services by Exhibitor, and services have already been provided at the time of cancellation, a 50% restocking fee will be applied to all Atlantic rental items. It is the exhibitor's responsibility to advise the Atlantic Rentals Service Desk Representative of any problems with any orders, and to check the Exhibitor's invoice for accuracy prior to the close of the show or event. 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; any excess finance charge received by Atlantic Rentals shall be either applied to reduce the principal of the unpaid balance or will be refunded to the payer. 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 Atlantic Rentals relative to any loss, damaged, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to Atlantic Rentals for its services as an offset against the amount of any alleged loss or damaged. Any claim against Atlantic Rentals shall be considered a separate transaction, and shall be resolved on its own merits. Atlantic Rentals reserves the right to charge Exhibitor for the difference between the Exhibitors estimate of charges and the actual charges incurred by the 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, Atlantic Rentals hereby provides notice that it reserves the right, and Exhibitor authorizes Atlantic Rentals, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on Exhibitor's account.

#### SHOWCASE DISCLAIMER

Glass shelves in our showcases are of Premium Quality glass. To prevent breakage of shelves and articles, good judgment must be used during installation and loading of glass shelves. Take care in placing heavy items or large quantities of items on these glass shelves. A sudden shock, even from a small item dropped, can result in broken glass causing personal injury as well as loss of treasured valuables. Cases are rented for display purposes only and we do not warranty the safety thereof. We are not liable for contents, damages or breakage after cases have been delivered.

#### **Terms & Conditions - Payments**

<u>CHECKS</u> - Make payable to Atlantic Rentals and Sales Corp. Make sure to reference the event name and booth number, if applicable, on check. Mail to: 830-B Old Corlies Avenue, Neptune, New Jersey 07753. **Please Note: Return checks** are subject to a \$30.00 returned check fee.

<u>WIRE TRANSFERS</u> - If paying by wire transfer for Atlantic Rentals and Sales, Corp., you must include a \$20.00 surcharge for bank fees. Please call for wire transfer details.

<u>CREDIT CARDS</u> - For your convenience Atlantic Rentals and Sales Corp., will use this authorization to charge your credit card account for advance orders, not paid by check or wire, and any additional amounts incurred as a result of show site orders placed by your representative.

\*\*The cardholder named hereby authorizes Atlantic Rentals and Sales Corp., to charge my credit card for the actual costs of the services estimated above and any additional service and amount including, but not limited to showcase rentals.

<u>PAYMENT POLICY:</u> Atlantic Rentals and Sales Corp. requires payment of estimated costs in full, including applicable taxes, at the time services are ordered

TAX EXEMPT STATUS: Resale certificates are not valid unless you are rebilling those charges to your customer.

<u>EQUIPMENT:</u> You are responsible for payment on any Atlantic Rentals and Sales Corp. rental for showcases rented by an authorized representative of your company, for your company or any company your authorized representative ordered for.