

# Showlite Terms and Conditions of Business

July 2018

These terms and Conditions apply to Showlite Limited,

Head office Suite 2 Fosse House, East Anton Court, Andover, Hampshire, SP10 5RG

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Email: [info@showlite.co.uk](mailto:info@showlite.co.uk)

Website: [www.showlite.co.uk](http://www.showlite.co.uk)

## ESSENTIAL NOTES:

- General Data Protection Regulation (GDPR) and Privacy Policies are the subject of separate documents that are available on our website or by request to the contact details above
- If your company requires a Purchase Order to be completed, this should accompany the order form.
- Please note that we do not issue statements.
- If your company can only pay by BACs please ask for our Bank details before submitting this Order Form.
- We regret that incomplete Order Forms must be returned unprocessed.
- Our payment terms take precedence over any customer's Purchase T&Cs, please make sure your finance Department are aware of this
- Non-payment within our terms may result in services not being provided

## 1 DEFINITIONS:

The following definitions shall apply throughout the terms and conditions unless otherwise defined in the relevant clause

### **Build Up:**

The Build Up is the dates and times specified by the Event Organiser as being available to construct and install exhibition stands and facilities.

### **Client:**

The Client is any Legal entity that has entered into an agreement with Showlite for Showlite 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 Showlite in respect of the event

### **Client Order ("Order"):**

Is Confirmation from a Client accepting Showlite's Quotation and its associated Terms and Conditions

### **Contract:**

Is the agreement between Showlite and its Client as set out in the Showlite Client Order confirmation as defined and set out below

### **Costs:**

Showlite's Costs are those costs including all directly attributable labour, materials and transport costs and will also include an apportionment of overheads and profit at Showlites sole discretion

### **Cut Off Date:**

Is any date specified in the Event order forms or documentation whether printed or not. Where not otherwise specified then the cut-off date is 30 days before the event starts

### **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 ultimate Organiser or promoter of an Event. Any Agent acting for the Ultimate Organiser will be deemed to be acting with their full permissions and powers unless previously advised in writing

**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 Showlite

**Customer Extras:**

Customer Extras comprise optional extras including raised flooring, floorcovering, additional wall panels and doors, shelving, security sheet, ceiling covers, coat racks, garment rails, panel colour changes, literature racks and curtains

**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:**

Showlite's confirmation that the Client's Order has been received and accepted by Showlite

**Organiser Packages ("Packages"):**

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

**Other Services:**

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

**Order Forms:**

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

**Price:**

The Price will be the financial terms set out in Showlite's Quotations including prices shown on standard Order Forms

**Pull Out:**

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

**Quotation:**

Showlite'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:**

Showlite'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

**Showlite:**

Showlite Limited Company number **02686368** or any of its subsidiaries.

- 1.1 In placing a Client Order with Showlite 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, including the Client's terms and conditions of purchase or hire.
- 1.2 Showlite Terms and Conditions of Business can only be amended in writing by prior agreement.
- 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 a Showlite Order Form or by accepting a Showlite Quotation. Except where stated, Showlite's terms and conditions of business for the placing of Client Orders, their variation and cancellation, will apply to Quotations, Order Forms, site orders and Electronic sales orders.

### **2.2 ORDER LEAD TIMES**

#### **2.2.1 Receipt of Client Orders**

With the exception of Client Orders received on site, all Client Orders must be received before the periods defined in section 2.2.2

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.

Acceptance of a Client Order will be conditional on timing (2.4 below) and on stock availability. Showlite 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**

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

Unless stated in the Quotations, the Client's Order must be received by Showlite at least 30 calendar days before the date of the first day of Build Up.

Unless otherwise stated in Showlite's 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 with Showlite and will normally but not exclusively be in the form of:

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

These will act as Confirmation of and acceptance of the Showlite 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 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 Showlite 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 Showlite Quotations are only binding with Showlite 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 Showlite invoice is to be taken as the Client Order Acceptance and Acknowledgement.

## 2.5 LATE ORDERS

2.5.1 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.

## 2.6 ORDER CANCELLATION

2.5.1 Client Orders cancelled:-

- 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
- 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
- Earlier than 15 calendar days before the first day of Build Up then where Showlite has placed orders with its suppliers for materials or equipment a cancellation charge equal to the costs incurred by Showlite plus a handling fee of 15% of the original invoiced value will be levied.
- 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:-

- Irrespective of the cancellation date Showlite will retain title to the property until all monies have been paid.
- 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 Showlite the labour and material costs of any work undertaken by Showlite in order to fulfill the Client Order, at Showlite's Fully Costed Rates.

2.5.4 In the event of the cancellation of an Event. where Showlite has been appointed as an Official Contractor, the Event Organiser will pay Showlite the cost of any work undertaken as part of that Appointment. This includes 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 Showlite as part of the Appointment. Such payment will be due even where the Event Organiser has not placed a Client Order directly with Showlite and where Showlite'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 Showlite has not been made where such non payment would automatically prompt the cancellation of an order by Showlite, if an order commitment, written or aural, has been received by Showlite and in the opinion of Showlite commencement of work is necessary to ensure Event deadlines are met.

### 2.6.1 SITE ORDERS

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

Client Orders taken on site are subject to availability and 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 or hired. A delivery charge may be applied if Showlite 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. Showlite 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 Showlite or its contractors will be charged at Showlite's Fully Costed Rate.

### 3.3 CHANGE ORDERS

#### 3.3.1 EVENT ORGANISER CLIENTS

Where Showlite has been appointed as an **Official Contractor** at an Event the quoted Prices to the Client may be subject to alteration: -

- 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.

- If **truck or fork truck access** to the Site changes from that set out in Showlite's Quotation. Any additional costs incurred by Showlite in respect of these items will be passed on to the Client together with a handling charge of 10% of the invoiced amount.
- 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.
- if, after the Client Order has been received by Showlite, the Event Organiser or any organization that is empowered to pass laws or regulations or **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.
- 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 Showlite submitting the Electrical Mains requirements to the Venue Showlite will be entitled to charge the Client any additional costs incurred, including additional charges from the Venue for labour and electrical mains charges.
- In the event that the Client requires floor coverings to be laid in a different manner to that which Showlite 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 costs for labour and materials incurred will be invoiced to the Client.
- Where the client requires design changes in accordance with 3.2.1 and 3.2.2 whichever is applicable but subject always to further Design time being charged at Showlite's Fully Costed Rate for time spent on revising drawings, work schedules and associated administration
- 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 Showlite's Terms and Conditions of Business. 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.

### 3.3.3 EXHIBITOR CLIENTS

Showlite's Quotations for design and Construction will be subject to the conditions set and defined by the Event Organiser. Showlite 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 Showlite has no control over such conditions Showlite's Prices will be subject to change for the reasons and the basis of charging set out at 3.3.1 above, namely for additional costs arising from:-

- Change in the Build Up or Pull Out dates or times of the Event.
- Changes in truck or fork truck access to the Site from that set out in Showlite's Quotation.
- A change in the Site of the Event.
- Changes to rules and regulations governing Constructions, health and safety taken by the Event Organiser or any organisation that is empowered to pass laws or regulations
- Design time will be charged at Showlite'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 Showlite Site team must be notified before the Open Period of the Event. If the Client is not satisfied with the remedial action taken by Showlite, the matter should be addressed with the senior member of Showlite 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 Showlite within seven days of the opening of the Event. Showlite will consider the complaint and respond to the Client within 10 working days.
- 4.4 No complaint will be addressed unless it had also been brought to the attention of Showlite Site team before the Open Period of the Event.
- 4.5 If, after return, apparently malfunctioning products are found by Showlite to be fully operational, then the Client will be charged for Showlite's costs in recovering and replacing the item
- 4.6 Once the Contract is complete, the Client will not be able to claim "force majeure" or an act of God against Showlite, as Showlite 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 Showlite's premises, and continue until they are collected from the Site by Showlite or are returned to Showlite'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 Showlite 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.
  - (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**
- Unless otherwise agreed, all Client Orders for items ordered from Order forms must be accompanied by full payment.
  - In the event of non payment within the terms detailed in our Quotation Showlite reserves the right to withhold the goods or services that have been ordered.
  - In the event of late payment, with reference to the terms detailed in Showlite's Quotation, Showlite reserves the right to charge interest of 3% p.a. over the bank base rate until paid.

## 5 COMPLYING WITH SITE & VENUE STANDARDS

### 5.1 SITES & VENUES

- 5.1.1 Showlite's Quotations are based on the understanding that the Client guarantees to Showlite that:
- The site is fit for purpose for the Event,
  - The site complies with the legal, legislative and statutory conditions [of safety, lighting, etc.] in force for the Event.
  - All legal or local regulations which in Showlite's opinion could affect our Quotation have been fully disclosed prior to Quotation
  - 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.

To supply Showlite, with the details of any site constraints [underground/overhead network, ground resistance, etc.] 30 working days at the latest before the date of the Build Up

- 5.1.2 Any failure to meet the conditions set out at 5.1.1 above will render the Quotation null and void. Showlite 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.  
Showlite will be free to enter into an entirely new Contract with the Client should the event receive permission to go ahead.  
In circumstances where the conditions at 5.1.1 have not been met but the work has been partially completed then Showlite will be entitled to treat subsequent work on the terms set out above at 2.3.1 and 3.2.1 whichever is applicable.

## **5.2 COMPLYING WITH STANDARDS**

- 5.2.1 The Client undertakes to indemnify Showlite 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 Showlite 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 Showlite 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.

## **5.3 SITE OR VENUE DILAPIDATIONS**

The dilapidations of the Site will be the sole responsibility of the Client except for damage caused by Showlite's negligence. Showlite accepts no responsibility for damage which arises as a direct consequence of specific instructions from the Client regardless of whether Showlite has advised the Client that the instructions may result in damage or not

## **6 LIABILITY FOR SAFE KEEPING OF SHOWLITE PROPERTY**

- 6.1 As from its being made available, its delivery or acceptance, the Client will be responsible for the safety of Showlite's property throughout the Duration of the Event and will be responsible for any damage to Showlite's property caused by the actions of the Client or its customers.
- 6.2 During this period Showlite 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 Showlite's property may be removed from Site as quickly as practical. Showlite accepts no responsibility for the safe custody of goods left in cabinets, draws or similar storage items.

## **7 USE**

- 7.1 Showlite 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 Showlite'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 Showlite's property, however small.
- 7.1.4 Not to nail, apply adhesive or paint, or damage Showlite's property in any way without Showlite's agreement or the express permission as set out in the Exhibitor manual for the Event.
- 7.1.5 To allow any of Showlite'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 Showlite free of any object.
- 7.1.7 To be responsible for any electrical item connected to a socket or mains connection installed by Showlite 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 Showlite.
- 7.1.8 To pay Showlite 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 Showlite, shall be on hire unless otherwise stated. The period of hire will be Duration of the Event unless otherwise stated. Showlite shall be permitted to enter the Site, or any other location to which Showlite's properties have been removed, to collect and to remove its property as soon as permitted after the end of the Open Period.

## 9 OWNERSHIP

- 9.1 All goods, materials, plant or machinery supplied by Showlite remains Showlite's property unless otherwise stated.
- 9.2 **Items** sold by Showlite remains its property in full until the Price, in principal and interest, has been fully paid. The transfer of risks takes place when the equipment is made available to the Client in our workshops or when Showlite delivers it on site. Consequently, it is up to the Client to check the state of the equipment in Showlite'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 Showlite 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 Showlite unless expressly set out in writing to the contrary. Clients expressly undertake not to use any Showlite design unless Showlite is the Contractor for their work. Any unauthorised use of the designs or concepts will result in Showlite 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 any sales documentation or order form (irrespective of the medium) are for guidance only and are not binding specifications.
- 10.2 Clients may photograph work carried out by Showlite for their own marketing purposes only and attention is drawn to paragraph 9.2 above regarding the use of Showlite designs.

## 11 TERMS OF PAYMENT

- 11.1 Unless otherwise detailed in our Quotation, payment of the full amount inclusive of taxes and VAT shall be attached to the Client Order and will be payable by cheque, banker's card, draft promissory note credit or debit card or transfer.
- 11.2 The Client will not be granted any discount for early payments.
- 11.2.1 For work being carried out for Event Organisers, Showlite 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 Showlite. Payment for such invoices must be received by Showlite before the first day of Build Up. On the Event opening, Showlite will agree with the Client, the total amount of work that Showlite 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 Showlite, the Client's failure to pay by the due date will entail suspension of the Contract and termination of the Contract without liability to Showlite for any damages that might result from this.

## **12 FORCE MAJEURE**

- 12.1 Showlite'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 Showlite 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 Showlite in connection with the Contract up to that point will remain the liability of the Client and will be payable on receipt of Showlite's invoice.
- 12.2 Showlite 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 Showlite'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 Showlite's control, Showlite 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, Showlite'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 Showlite shall not be liable for any loss or consequential costs.