

Proposal For:

Proposal Date: 01-29-2025

Novomatic AG

Project Contact: Liz Eberline
Email: Leberline@NOVOMATICAMERICAS.COM

PROJECT INFORMATION

Project:	IGA 2025
Location:	San Diego Convention Center San Diego, CA US 92101
Project Size:	40.00 X 50.00
Event Dates:	04-02-2025 04-03-2025
Project Number:	L2501556
Proposal Number:	CPQ-56099
Sales Rep:	Steve Powers
Advanced Order Date:	03-10-2025
Sign Off Date:	02-03-2025
Prepared By:	MFW

General Notes and Terms:

Derse must have approval by **February 03, 2025**, in order to complete the project on time. A project is approved when Derse receives a signed copy of this proposal and the down payment check, if applicable. Additional charges may apply for late approvals.

All conditions on the attached pages and terms listed below apply to this proposal. Changes in the event date, show schedule, booth sizes, or component breakdown will affect costs.

This proposal includes budgetary guideline amounts. These amounts are not a quote. Budgetary prices are to be used only as a guide. Billing will be based on actual costs plus applicable mark-ups. The proposal is based on information as of the date on this document.

Final graphic production ready files must be received by **February 06, 2025**. If production ready files are received after this date, or if the files are not production ready, additional charges will apply.

PROPOSAL ITEMS

PROFESSIONAL SERVICES

1. Account Management Pre Show - Quote \$6,150.00
Description: Includes Account Management Services:
Client discovery meetings and pre-show planning.
Coordinate and oversight of project details.
Oversight meetings with internal departments and outside service suppliers.
Generation of critical show installation information / timeline management.

2. Site Services Set Up Drawings - Budgetary Guideline \$1,200.00
Description: Includes booth orientation, set-up, graphic placement and utility drawings as required.
Note: If any additions/changes are required to any of these drawings a proposal change order will be required for client approval.
Unless otherwise stated, drawings do not include client supplied or outside sourced properties or product.

3. Site Service AM - Budgetary Guideline \$2,000.00
Description: Includes Show Site Supervision:
Supervision by Derse Account personnel.
Supervision for installation.
Includes travel expenses: Airfare, Lodging, Ground Transportation, Meals

NEW PROPERTIES

4. Graphics - Digital Print Vinyl - Quote \$781.00
Size: 60 wide x 26 high
Description: Includes the following components:
One (1) digitally printed cut vinyl logo approx. 60" wide x 26" high applied to the existing client cabinet.
Note:
Costs are based on client-produced production-ready digital graphic files.
If graphic files require re-work, an additional charge will apply.

5. Other - Cat 5 Cables - Budgetary Guideline \$400.00
Description: Includes the purchase of Cat 5 Cables for show site as needed.

SERVICE

6. Pull Prep and Load - Budgetary Guideline	\$3,900.00
Description:	Pull properties from storage, Open containers, check for damage, Minor touchup, Minor crate / skid repair, Replace set-up kit, Pack graphics update inventory, Apply labels, Prepare itemized movement sheet, Load out properties
7. Check-In - Budgetary Guideline	\$1,600.00
Description:	Unload truck, Inventory components to BOL, Inspect containers for damage, Open containers and inspect, Check crate contents/items, Prepare damage/missing report, Graphics to store/update, Return properties to storage
8. Derse Rental Properties - LV RENTAL PANELS - Quote	\$7,802.00
Description:	Provide the following Derse LV Hardwall Rental Panels: (13) 37"w x 3" d x 95" h white laminate rental panels (1) 37" w x 3" d x 95" h white laminate rental solid door (2) T 9"w x 6" d x 95" h white laminate rental connectors (2) L 9"w x 6" d x 95" h white laminate rental connectors
9. Derse Rental Properties - CP RENTAL - Quote	\$839.00
Description:	Includes the following Rental Elements: CABINETY: (1) Standard Rectilinear 2x4 Cabinet with Acrylic Top Features matte white laminate finish and internal storage RGBW lighting effects and printed vinyl logos not included
10. Transportation - Budgetary Guideline	\$5,800.00
Description:	Includes the following Managed Services: Transportation from Derse Las Vegas to IGA 2025 (1) Truckloads of exhibit freight to the Advanced Warehouse* At the close of show return properties to Derse Las Vegas. Note: Due to the extreme volatility of transportation, rates are valid for 7 days from proposal date. If needed, your account team can provide an updated budget closer to ship dates. Final billing will be based on actual costs plus mark-ups.
11. Material Handling - Budgetary Guideline	\$9,900.00
Description:	Includes the following Managed Services: Estimated 2,900Lbs of exhibit freight to the advance warehouse Estimated 2,200Lbs of flooring materials for advanced warehouse
12. Installation and Dismantle - Budgetary Guideline	\$10,000.00
Description:	Includes the following Managed Services: Installation and Dismantle Labor Installation: (3) workers on Sun., Mar. 30th from 1pm - 5pm (2) workers on Mon., Mar. 31st from 8am - 5pm (1) worker on Tues., Apr. 1st from 8am - 12pm Dismantle: (4) workers on Fri., Apr. 4th from 8am - 12pm Includes an allotment for materials as needed Labor provided by Sho-Link Labor hours are determined by jurisdiction which can vary from venue to venue. Overtime will be calculated for all labor on weekdays after 4:30PM and Saturdays. Double time will be calculated for all labor on Sundays and Holidays
13. Electrical Services - Budgetary Guideline	\$17,300.00

Description: Includes the following Managed Services:
 (21) 20AMP 2000 watt outlets
 - Includes labor for floor work, booth work, and strike:
 Labor hours are determined by jurisdiction which can vary from venue to venue.
 Overtime will be calculated for all labor on weekdays after 4:30PM and Saturdays.
 Double time will be calculated for all labor on Sundays and Holidays.

14. Rigging - Budgetary Guideline \$9,500.00

Description: Includes the following Managed Services:
 Assembly labor to assemble (1) Sign.
 Lift with operator/crew to hang and remove (1) hanging sign.
 An allotment for materials as needed
 - Includes labor for installation and strike
 Labor hours are determined by jurisdiction which can vary from venue to venue.
 Overtime will be calculated for all labor on weekdays after 4:30PM and weekends.
 Double time will be calculated for all labor on Sundays and Holidays.

15. Furniture - Budgetary Guideline \$1,100.00

Description: Includes the following Managed Services:
 (2) 36" Round White Bar Table
 (6) White Criss Cross Bar Stools
 - Includes delivery and removal

16. Cleaning - Budgetary Guideline \$1,500.00

Description: Includes the following Managed Services:
 (3) Days vacuuming of 2000Sqft of carpet

Summary Investment

Proposal Total:	\$79,772.00
Estimated Tax:	\$1,365.71
Proposal w/Est. Tax:	\$81,137.71

Payment Terms (including estimated sales tax) : Net 30 days

Down Payment:	\$32,100.00	Due with signed proposal
Final Payment:	\$49,037.71	Due within 30 Days of Receipt of Final Invoice
Total Payment	\$81,137.71	

****If Optional Items are selected, Payment Terms dollar amounts will be adjusted.****

Approval Signature

The stated prices, specifications and conditions indicated above and on the attached page are satisfactory, and are hereby accepted. Derse is authorized to perform the work as specified.

Jakob Rothwangl
Managing Director
Novomatic AG

Date

Note: A signed PDF must be sent to lvapprovals@derse.com. Written approval must be received before any work may begin.

Terms and Conditions

The following conditions shall apply to all proposals, SOWs, and invoices:

1. Prices are FOB our dock unless noted.
2. Sales and/or use taxes are the responsibility of the client. The client agrees to indemnify and hold Derse harmless from and against the amount of sales and/or use tax, including any interest and penalties relating thereto, that may be imposed by any taxing authority with respect to the sale or use of the tangible personal property/ services included in this proposal.
3. Prices do not include any items other than those specifically described above.
4. Items titled as "Budgetary Guideline" are guidelines only and do not represent a commitment, contractual or otherwise, by Derse to provide this service at the listed price. Final billing will be based on vendor invoices plus standard mark-ups.
5. Items titled as "Quotation" are firm prices based on the proposal specifications.
6. Any additions or changes to the scope of work as specified above shall be deemed as a change to the scope of work and will be performed at an additional cost to the client.
7. All dimensions documented in the proposed work are approximate in nature unless otherwise specifically noted.
8. Derse reserves the right to substitute building materials with equivalents, depending on availability at time of order.
9. Late release of required project information may add costs.
10. Changes to the design may result in additional charges.
11. For rental projects where Derse does not coordinate and order all services, costs to repair damaged items, other than normal wear and tear, will be at the customer's expense.
12. All products and components provided are warranted to be free of manufacturing defects for a period of one (1) year. Each such product and component shall be produced in accordance with the specifications set forth in this proposal. The sole remedy for breach of the warranties contained in Section 12 shall be the repair or replacement, at Derse's option, of the defective product (or portion thereof). **THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE, EACH OF WHICH VENDOR DISCLAIMS.**

The following terms and conditions shall apply to all Virtual Offerings:

1. "Customer Data" means any data that 1) is protected by Privacy Laws (defined below) and 2) originated or collected by Customer or on Customer's behalf and provided to Derse.
2. "Privacy Laws" means any Applicable Law relating to the processing, privacy, and use of personally identifiable information, personal health information, or personal financial information as applicable to the Customer, Derse and/or the Virtual Offering(s)
3. Derse may engage third party suppliers from time to time for any component of the Virtual Offerings including, but not limited to, website and virtual event hosting, audio, video, and web conferencing service, data warehousing, or e-mail or messaging services, and other telecommunications and internet services.
4. Derse may disclose information (including Customer data) to those third-party suppliers for the purpose of enabling Customer's use of the Virtual Offerings and will not and must not hold Derse liable for any act or omission of any third-party supplier.
5. Customer represents and warrants that Customer is the rightful owner of or has the right to use and has the right to grant Derse the rights provided herein for all Customer content and Customer Data. Customer grants to Derse a non-exclusive, global, royalty-free license (including the right to sub-license) to use, copy, modify, and otherwise handle Customer content and Customer Data for the sole purpose of enabling Customer to use the Service for the term of this Agreement. Derse has the right to de-identify or otherwise anonymize the Customer Data and use the same in such form. Otherwise, Derse does not obtain and may not exercise any other right with respect to the Customer content or Customer Data unless permitted under this Agreement or as separately agreed to by the Parties.
6. Customer has responsibility for the accuracy and completeness of Customer Data and any claims regarding the Customer Data. The output, or format of output, provided by the Virtual Offerings may vary from time to time and may not deliver all outputs or formats that Customer require in respect of Customer Data. Reliance on the Customer Data is at Customer's liability and risk.
7. Derse will make commercially reasonable efforts to effect and maintain the security and confidentiality of Customer Data. Derse may disclose, delete, or otherwise deal with Customer Data if reasonably necessary to prevent injury or harm to any person, to protect the Virtual Services or the performance thereof, or if required by law, and Derse will notify Customer as soon as practical. Derse will comply with the Privacy Laws in relation to the Customer Data as the processor of the data.
8. Customer remains fully and exclusively liable for its obligations under the Privacy Laws at all times as the controller of the data.

9. Customer represents and warrants that Customer is in and will remain in compliance with the Privacy Laws, and acknowledge and agree that in the event of a conflict or inconsistency between Derse's obligations under the Privacy Laws and this Agreement, Derse's obligations under the Privacy Laws shall prevail and Customer have no claim or remedy against Derse for such conflict or inconsistency.

10. Each Virtual Offering will perform in all material respects its intended functions as expressly stated in the Virtual Sales Proposal Agreement, assuming normal and proper use through completion of the applicable event (the "Warranty Period"). If, during the Warranty Period, Customer gives Derse written notice of any defects (bugs) or other non-conformity of the Virtual Offering, Derse shall be responsible to make such corrections and changes as necessary to remedy such defects and achieve conformity as promptly as practicable. Notwithstanding anything to the contrary: (i) Derse shall not be responsible for any actual or alleged defect or non-conformity as to which Customer does not give notice as aforesaid during the Warranty Period.

The following terms and conditions shall apply to goods and services provided by Derse:

1. Derse is not responsible for delays or problems caused by or results from the following force majeure events ("**Force Majeure Event(s)**")": (a) acts of God; (b) flood, fire, explosion, earthquake, or natural disaster; (c) epidemics, pandemics, viral or bacterial outbreaks; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (e) governmental orders, laws, emergency proclamations, or quarantine restrictions; (f) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) unavailability of materials; (j) unavailability of labor, strikes, labor stoppages or slowdowns or other industrial disturbances; (k) shortage of adequate power or transportation facilities; and/or (l) other events (whether or not foreseeable or similar in type or nature to the previously listed Force Majeure Events) beyond the control of Derse.

2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, WHETHER OR NOT THE SAME ARE FORESEEABLE. DERSE'S MAXIMUM CUMULATIVE LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO DERSE UNDER THIS AGREEMENT DURING THE EIGHTEEN (18) MONTHS PRIOR TO SUCH LIABILITY.

3. Client agrees to pay all invoices within the stated terms of this proposal. If payment is not made within the stated terms, client agrees to pay all costs of collection, including reasonable attorney's fees. For cancellations, Client agrees to pay all costs incurred to date according to the Master Services Agreement and/or the stated pricing and terms of this proposal including any applicable cancellation fees.

4. This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin (without reference to its choice of laws principles).

5. By executing this Agreement, both Parties consent to personal jurisdiction in the State of Wisconsin. The parties further agree that the courts of Milwaukee County, Wisconsin shall have sole and exclusive jurisdiction to resolve any dispute arising under or related to this Agreement.

6. iQ Cloud Service

- a. If rented, Derse-owned hardware must be returned within three (3) business days of the show close via pre-paid / pre-printed return shipping label and instructions which can be found inside the Pelican Case.
- b. If hardware is not returned within the noted time period, the Client will be charged a late fee and / or a replacement fee that will be added to their final bill.
- c. If any of Derse's hardware is returned damaged or is not included in the Pelican Case (see included packing list for detail), the Client will be charged for the missing components.

7. Down Payment invoices are due upon receipt. All Down Payments and final payments should be submitted to:

Derse Inc.
3800 W. Canal Street
Milwaukee, WI 53208