

APPLICATION / CONTRACT FOR EXHIBIT SPACE



SEMICON® Europa 2010
19 – 21 October 2010
Messe Dresden
Dresden, Germany

Produced by SEMI®
SEMI Global HQ
3081 Zanker Road
San Jose CA 95134 U.S.A.
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IMPORTANT – TYPE ONLY PLEASE

1. EXHIBITING COMPANY INFORMATION

All show-related material will be sent to the address and contact listed below. List Street addresses only - NO P.O. BOXES PLEASE.

COMPANY NAME	SEMI membership n° (if applicable)		
ADDRESS			
POST-/ZIP CODE	TOWN		
COUNTRY	VAT NO.		
CONTACT PERSON	Mr. Ms. Mrs.	TITLE	
TELEPHONE	FAX		
EMAIL	Web URL		
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)			

2. BOOTH PREFERENCE – All booth space is sold as RAW space only: no walls

1. Preferred Booth n°: _____ 2. Preferred Booth n°: _____ 3. Preferred Booth n°: _____

Inline/Standard Booth Sold in 9 sqm increments (3m x 3m) (3 x 3, 3 x 6, 3 x 9, 3 x 12, etc) _____ x _____

Peninsula Booth (3 sides open) Minimum 6 x 6 meters/36 sqm (6 x 9, 6 x 12, 6 x 15, etc) _____ x _____

Island Booth (4 sides open) Minimum 9 x 6 meters/54 sqm (6 x 9, 6 x 12, 6 x 15, 6 x 18, etc.) _____ x _____

3. FREE Visitor Brochures / Customer Invitations and Stickers Orders (if available):

_____ # of Customer Invitations _____ # of Visitor Brochures _____ # of Promotion Stickers
(Orders in quantities of 25, for example 75, 250, 425, (1000 max. order))

4. PRODUCT AREA (Check all that apply)

Semiconductor Wafer Processing Assembly	Test R&D Institute	MEMS/MST Packaging	University
ADDITIONAL IDENTIFICATION	1st Time exhibitor	Start-up	

5. BOOTH COST

Booths are sold in no less than 9 square meter increments. Standard booth unit is 3 x 3 meters unless otherwise noted. Exhibit space is sold as raw space, without walls. A 19% German VAT is applied to non-German exhibitors.

SEMI Member = € 290/sqm* Non-Member = € 375/sqm

*IF YOU ARE A SEMI MEMBER, MEMBERSHIP MUST BE ACTIVE AT ALL TIMES TO RECEIVE MEMBER PRICING.

6. PAYMENT

This Application is a binding contract and acts as your official invoice for the required 20% non-refundable deposit. No booth will be assigned without appropriate deposit.

_____ sqm. x _____ € + 19% VAT = _____ € Total Booth Fee

Payment Terms:

20% Deposit with application/contract EURO _____ (non-refundable deposit)
30% Due by 1 March 2010 EURO _____
50% Final balance due 10 June 2010 EURO _____

SEMI accepts payment by Bank Transfer or by check. If a check is issued in USD, use the daily exchange rate for your conversion. Use the attached Payment Information Form to record your payment information. Applications from companies with delinquent balances due SEMI will not be processed without payment of the outstanding balance. IF YOUR BOOTH FEE ACCOUNT IS DELINQUENT, SEMI RESERVES THE RIGHT TO RELEASE THE SPACE FOR RE-ASSIGNMENT.

7. SIGNATURE

The submission of this contract duly signed by an authorized agent/officer of the exhibiting company shall be deemed as confirmation of participation and acceptance of these terms of contract by the exhibitor. The Exhibitor is bound to comply with the terms and conditions set forth in this contract, including the reverse side of this form, rules and regulations defined in the Exhibitor Services Manual, and any subsequent correspondences issued by SEMI US. This is a binding contract between the applicant/exhibiting company and SEMI US. I/WE HAVE READ AND AGREE TO AND WILL ABIDE BY ALL SEMI STIPULATIONS/TERMS AND CONDITIONS AS STATED ON THE REVERSE SIDE OF THIS APPLICATION/CONTRACT.

Signature

Date

This person must be authorized to sign on behalf of the exhibiting company

FOR SEMI USE ONLY

Booth location: _____
Configuration: _____
Dimensions: _____
#sqm: _____

Order Number: _____
☐ Relocation Wait List ☐ Expansion Wait List
Staff contact/Application: _____
Comments: _____

SEMICON EUROPA 2010

STIPULATIONS/TERMS & CONDITIONS

BOOTH SPACE ASSIGNMENT AND PAYMENT

Booth space assignment is based on a regional point system. Only SEMI Members can build and use points.

Should the requested space be previously assigned or the floor layout change, SEMI will endeavor to provide suitable alternate space based on priority points. The exhibiting company's ultimate placement by show management must be considered final. SEMI reserves the rights to relocate an exhibiting company at any time, for any reason, for the overall good of the show. SEMI is not obligated to reimburse the exhibiting company for any costs stemming from relocation.

PAYMENT TERMS

A 20% non-refundable deposit must be submitted along with the Exhibit Space Application Form. Exhibitors will receive follow-up invoices for the remaining balance due of 30% and 50%, which are due by 1 March 2010, and 10 June 2010, respectively. If Exhibitors do not comply with these Payment Terms, SEMI reserves the right to release the space for re-assignment.

GENERAL RULES, TERMS AND CONDITIONS

1. Exhibiting company agrees that the rules and regulations of SEMI are made a part of this contract and agrees to be bound by them. Exhibiting company further agrees that SEMI has the full power to interpret and enforce all rules and regulations in the best interest of the SEMICON show.
2. The signer of the application for exhibit space or his designee shall be the official representative of the exhibiting company and shall have the authority to certify representatives and act on behalf of the exhibiting company in all negotiations.
3. Applications will not be processed from companies with delinquent balances due SEMI. This includes but is not limited to unpaid liquidated damages from prior shows.
4. SEMI Membership must be active at all times to receive member pricing; otherwise, SEMI will invoice for the non-member rate.

QUALIFICATIONS OF EXHIBITING COMPANY

Exhibiting companies must be manufacturers or independent representatives of manufacturers that produce equipment or materials for use by the semiconductor, flat panel display and electronic design automation industries, MEMS, MST, Photovoltaic or that are used in relevant ancillary work (such as trade magazines or books, software houses, etc.). SEMI reserves the right to determine the eligibility of any product for display.

USE OF SPACE

The exhibiting company may not assign, sublet or re-sell; in whole or in part, their contracted space. The contracted exhibiting company may share this space with affiliated co-exhibitors, providing co-exhibitors comply with all exhibiting company conditions and rules and regulations; however, the contracting exhibiting company shall continue to be primarily liable for all financial and performance covenants.

The PRIMARY exhibiting company MUST have the prominent identification in its entire contracted booth space. Contracted space MUST appear as one unified booth. All booths MUST be staffed during exhibition hours.

LIABILITY

SEMI will not be liable for damages or injury to persons or property from any cause whatsoever by reason of occupancy of exhibit space by exhibiting company, its employees or representatives. Further, exhibiting company indemnifies, and holds harmless, SEMI and each of its officers, directors, employees, and agents from all liabilities that might result from

any cause whatsoever with respect to the exhibit including, without limitation, theft or other loss from exhibit booth. The exhibiting company agrees to pay promptly for any and all damage to the exhibition building or its equipment, incurred through carelessness or otherwise, caused by the exhibiting company, its employees, agents, or representatives.

SEMI will provide general security at all times, but SEMI shall in no event be liable for any loss or damages whatsoever due to any lack or failure of such security. Exhibiting company assumes full responsibility for any loss of equipment and/or display material, resulting from theft or any other cause whatsoever.

CANCELLATION / CHANGE OF EXHIBIT

If SEMI should be unable to hold the exhibition for any cause beyond its reasonable control, or if it cannot permit the exhibiting company to occupy its space due to causes beyond SEMI'S reasonable control, SEMI has the right to cancel the exhibit with no further liability than a refund of the stand space rental less a proportionate share of the exhibition expenses incurred by SEMI. SEMI shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation.

Should exhibiting company's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.

COMPLIANCE WITH RULES

Exhibiting company assumes all responsibility for compliance with pertinent ordinances, regulations, and codes of duly authorized local, state, federal and international government bodies concerning fire, safety, and health, together with the rules and regulations contained in the Exhibitor Services Manual.

All aisles and service areas must be kept clear with boundaries set by the Fire Department and SEMI.

CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITING COMPANY

1. In the event of cancellation (partial or full) a written notice must be received by SEMI.
2. If cancelled (partial or full) on or before 7 July 2010, a liquidation damage fee of 20% of the cancelled space will be assessed by SEMI.
3. If cancelled (partial or full) on 8 July 2010 or after, a liquidation damage fee of 100% of the canceled space will be assessed by SEMI.
4. SEMI will issue the final invoice reflecting all fees imposed on your account per SEMI terms and conditions.

Reduction of exhibit space may result in booth relocation.

SEMI reserves the right to reassign cancelled booth space, regardless of the liquidated damage assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibiting company of the obligation to pay the assessment.

SEMI must receive written notification of any cancellation. All booths must be set and show ready by 5:00pm on the day prior to the opening of the event. Failure to do so will be considered a cancellation, unless SEMI has been notified and has approved otherwise.

DISPUTES/GOVERNING LAW

In the event of any dispute or claim relating to or arising out of this agreement or its termination, the parties agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the American Arbitration Association in Santa Clara County, California, U.S.A. The award of the arbitrator shall include an award of reasonable attorney fees, plus costs and reasonable expert fees, to the prevailing party.

It is each exhibiting company's responsibility to read and comply with all rules and regulations as stated in the Exhibitor Service Manual. Each exhibiting company will be fully responsible for all costs involved should the exhibiting company violate rules and regulations that require remedial action by SEMI.



Please mark one of the three payment options referenced below and complete that related section. This form must be included with your Exhibit Application/Contract. **Prior to space assignment, a 20% non-refundable deposit is required with the Application/Contract.**

1. PAYMENT BY CHECK (USD Only)

Company Name: _____
Make checks payable to SEMI and send to:
SEMI
Dept. 05607
San Francisco, CA 94139 USA
(Please refer to oanda.com to obtain a daily exchange rate for EURO/USD)

2. PAYMENT BY WIRE TRANSFER (EURO Only)

Bank Transfer Remittance Information:

Please have local German domestic EUR payments sent to us as follows:

Beneficiary's name: Semiconductor Equip Materials Int'l.
Account No: 1010175644
Bank Code (BLZ): 50021000

The account is held with:
ING Bank Deutschland AG
Hahnstrasse 49
60528 Frankfurt am Main, Germany

Please have EUR Wire Transfers sent to us by using the following instructions:

Beneficiary's name: Semiconductor Equip Materials Int'l
IBAN: DE57500210001010175644
SWIFT: INGBDEFF

Please note that the name and address of the ING is not required as part of the instruction. The SWIFT address will route the payment appropriately. The name and address is provided for information only.

3. PAYMENT BY CREDIT CARD

Due to the high service charge imposed by the credit card companies, SEMI can only offer credit card payment, as an option, to the following:

- On-site booth assignments (20% deposit)
- Payment from new exhibitors with applications received within 90 days before the show.

Credit Card Type:	Visa	MasterCard	American Express
Company Name:	_____	Amount: EURO	_____
Card Number:	_____		
CVC Code:	_____	Expiration Date:	_____
Card Holder Name:	_____ (as it appears on card)		
Card Billing Address:	_____		
Card Holder Signature:	_____	Date:	_____

If your company requires a purchase order prior to remitting payment, please attach a copy of your purchase order when submitting your Application/Contract and provide SEMI with your purchase order number.

Purchase Order No. _____

Please return this completed form with your Application/Contract by mail or fax to: 1.408.943.3928

SEMICONDUCTOR EQUIPMENT AND MATERIALS INTERNATIONAL VAT Treatment on SEMI Services in Germany

Semiconductor Equipment and Materials International (hereinafter: "SEMI[®]") is an international industry association, headquartered in the USA. SEMI organizes the SEMICON[®] Europa Trade Show which is held in Germany. Within the framework of the show, SEMI provides various services to German and non-German businesses, and to other industry affiliated participants. These services comprise rental of floor and meeting space at the trade show, conference seminars, education programs and the sale of publications/informational material.

Under the German VAT Law (**§ 13b Sec. 3 No. 4 German VAT Act / § 13b Sec. 3 No. 5 German VAT Act**), SEMI is obligated to collect VAT on the supply of services in connection with the organization of trade fairs and exhibitions in Germany to non-resident exhibitors. The current VAT rate is 19%. SEMI will add VAT to all non-German based companies' invoices for services provided in Germany. Depending on your current VAT registration status and other services received in Germany, you may qualify for refund of your VAT paid to the German Tax Authority.

For all German based companies who are residents of Germany, the "reverse charge mechanism" will be applied, in accordance to the German VAT Law. SEMI will not include VAT on our invoices, since VAT liability and payment is the responsibility of our exhibitors.

For general inquiries regarding the contents of this document, please contact Mary Durkton at SEMI Headquarters. Tel.: 1.408.943.6927, Fax: 1.408.943.7941, Email: mdurkton@semi.org

Additional References:

- German Consular Services in the United States
http://www.germany.info/relaunch/info/consular_services/otherconsularservices/taxeng.html
- The Federal Finance Office in Berlin, Germany
(Hotline information VAT in English: +49 228 406 2880)
- Engage KPMG Germany for your tax service:
Gerald Hammerschmidt; Phone +49 (69) 9587-2047
Email: ghammerschmidt@kpmg.com