

# APPLICATION / CONTRACT FOR EXHIBIT SPACE



**SEMICON® Europa 2008**  
**7 - 9 October 2008**  
**New Messe Stuttgart**  
**Stuttgart, Germany**

Produced by SEMI®  
SEMI Europe  
Avenue des Arts 40  
B-1040 Brussels, Belgium  
Tel: 32.2.289.6490  
Fax: 32.2.511.4345

SEMI Global HQ  
3081 Zanker Road  
San Jose CA 95134 U.S.A.  
Tel: 1.408.943.6900  
Fax: 1.408.943.7953

## IMPORTANT - TYPE ONLY PLEASE

### 1. EXHIBITING COMPANY INFORMATION

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

Company Name \_\_\_\_\_ SEMI Membership Number \_\_\_\_\_

Street Address (No P.O. Boxes) \_\_\_\_\_

City/State \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Web URL \_\_\_\_\_

VAT Number (if applicable) \_\_\_\_\_

### 2. BOOTH CONFIGURATION REQUEST - All booth space is sold as RAW space only: no walls

**Request/Desired** \_\_\_\_\_ **Dimensions** \_\_\_\_\_

**Inline/Standard Booth** - Sold in 9 sqm increments (3 x 3m)  
(3 x 3, 3 x 6, 3 x 9, 3 x 12, etc) \_\_\_\_\_ x \_\_\_\_\_ meters

**Peninsula Booth** - Sold in 6 meter widths, with a minimum 6x6 meter /36 sqm.  
(6 x 9, 6 x 12, 6 x 15, etc) \_\_\_\_\_ x \_\_\_\_\_ meters

**Island Booth (limited availability / minimum of 6 booths)**  
Sold in the following dimensions (when available):  
6 x 9, 6 x 12, 6 x 15, 6 x 18, etc. \_\_\_\_\_ x \_\_\_\_\_ meters

### 3. BOOTH LOCATION PREFERENCE - Please list up to three locations. Location is not guaranteed and is determined upon availability.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

### 4. FREE Visitor Brochures/Invitations-and Stickers Orders:

(Orders in quantities of 25, for example 75, 250, 425, (1000 max. order)

\_\_\_\_\_ # of Visitor Brochures \_\_\_\_\_ # of Promotion Stickers

### 5. PRODUCT AREA (Check all that apply)

- Semiconductor Wafer Processing  
 Test  Assembly  Packaging  
 MEMS/MST  PV (photovoltaic)  Nanotechnology

### 6. ADDITIONAL IDENTIFICATION

- 1<sup>st</sup> Time exhibitor  Start-up

### 7. BOOTH COST

Booths are sold in no less than 9 square meter increments. Standard booth unit is 3x3 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.

### 8. 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  
**19% German VAT applies to non-German exhibitors only.**

#### Payment Terms:

20% Deposit with application/contract (non-refundable deposit) EURO \_\_\_\_\_

30% Due by 10 March 2008 EURO \_\_\_\_\_

50% Final balance due 10 June 2008 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.

### 9. SIGNATURE

I/We hereby apply for exhibit space at the above named SEMICON Show. I/We agree to abide by show rules and regulations as defined in the Exhibitor Services Manual, memos issued prior to the show.

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: \_\_\_\_\_

Comments: \_\_\_\_\_

Order Number: 4% \_\_\_\_\_

Relocation Wait List  Expansion Wait List

Located in height restriction of \_\_\_\_\_ meters  
Staff contact/Application:

# SEMICON EUROPA 2008

## 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.

### 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 canceled before 90 days of show start date on or before 8 July 2008, a liquidation damage fee of 20% of the canceled space will be assessed by SEMI.
3. If canceled within 90 days of show start date; 9 July 2008 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.

**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.**



### SEMICON Europa 2008 Payment Information Form

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 CNN.com to obtain a daily exchange rate for EURO/USD)

#### 2. PAYMENT BY WIRE TRANSFER (EURO Only)

When paying with a wire transfer, instruct your bank to reference your Company Name and **"SEMICON Europa 2008"** on the bank transfer to ensure proper credit to your account. If there is a delay with your wire transfer, you must execute a trace with your bank, since SEMI is not authorized to track down the payment on your behalf.

Company Name: \_\_\_\_\_

Originating Bank: \_\_\_\_\_

Amount: (Euro) \_\_\_\_\_ Date of Transfer: \_\_\_\_\_

##### 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: \_\_\_\_\_ CCV 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: 1.408.943.7953**

## VAT INFORMATION

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### SEMICONDUCTOR EQUIPMENT AND MATERIALS INTERNATIONAL New VAT Treatment for Business Activities 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.

Recently, there have been changes in the German VAT legislation that will effect the treatment of VAT on the sales of our services. These changes impact your company and SEMI's obligations to the German Tax authorities on sales of booth space rental at SEMICON Europa. These changes effect organizations that are "non-German" companies, receiving services in Germany, as a non-resident of Germany.

#### Prior German VAT Law Requirements as of December 31, 2006.

On January 1, 2002, the Federal Ministry of Finance in Germany implemented the "reverse charge procedure" (§14a Abs.4 UstG) for administering German VAT, which was applicable to both types of organizations; "non-German" and "German" companies. Under the "reverse charge procedure", SEMI was not obligated to withhold VAT from our exhibitors on sales of booth space at SEMICON® Europa. The responsibility of forwarding 16% German VAT to the tax authorities was transferred from SEMI to the exhibitors (reverse charge mechanism), the recipients of this service. The exhibitors were required to declare the German VAT due on SEMI's invoices, within their VAT returns. If the exhibitors were not already VAT registered in Germany, a VAT registration was required for compliance to the German VAT Law. **Recently, this Law was amended and is no longer applicable for "non-German" companies as of December 31, 2006.**

#### New German VAT Law Requirements Effective January 1, 2007

On November 24, 2006, the German Bundesrat (Federal Council) passed the 2007 Tax Act. With the 2007 Tax Act, an important change was made in German VAT Law regarding supply of services in connection with expositions held in Germany by foreign organizers, who have exhibitors that are non-residents of Germany ("non-German" companies). Based on this amendment, the so-called "reverse charge mechanism" for non-German companies are no-longer applicable for the following services, as of December 31, 2006.

- Dealing with tickets for fairs, exhibitions or congresses in German (**§ 13b Sec. 3 No. 4 German VAT Act new**)
- Supply of services in connection with the organization of trade fairs and exhibitions in Germany performed by a non-resident fair organizer to non-resident exhibitors (**§ 13b Sec. 3 No. 5 German VAT Act new**)

## **VAT INFORMATION (CONT.)**

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Under this new VAT Law, SEMI will become liable for collecting VAT on the provided services starting January 1, 2007. The VAT liability will no longer be transferred to the foreign exhibitors (non-German companies). All foreign exhibitors (non-German companies) are required to pay VAT on all services received from SEMI, regardless of their VAT registration status in Germany.

The "reverse charge mechanism" is still applicable for exhibitors that are residents of Germany. SEMI will continue with the "reverse charge procedure" for resident German companies and will not include VAT on our invoices for booth space rental, since VAT liability is still the responsibility of the exhibitors and not SEMI.

### **Increase of VAT Rate**

In addition to the new VAT Law stated above, the VAT rate was increased from 16% to 19% as of January 1, 2007. The entire booth space rental fee for 2008 SEMICON Europa is subject to the German VAT rate of 19%. Effective January 1, 2007, SEMI is required to add 19% German VAT on all non-German companies' invoices for services provided in Germany.

Note: SEMI is responsible for collecting German VAT from attendees on sales of publications, conference fees, and exposition entrance fee.

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. Since SEMI is not qualified to provide tax advice to our exhibitors, we only provide information regarding the contents of this document and our obligation to the German Tax authority, under the new German VAT law.

We recommend the following if you have any questions regarding this mater: (This information is subject to change at anytime)

- German Consular Services in the United States  
[http://www.germany.info/relaunch/info/consular\\_services/otherconsularservices/taxeng.html](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)
- Refer to your tax advisors for recommendations.
- Engage KPMG Germany, our tax advisor, for tax service: Gerald Hammerschmidt; Email: [ghammerschmidt@kpmg.com](mailto:ghammerschmidt@kpmg.com); Phone +49 (69) 9587-2047.
- For general inquiries regarding the contents of this document, please contact, Mary Durkton, SEMI Headquarters, Phone (408) 943-6927, Fax: (408) 943-7941 Email: [mdurkton@semi.org](mailto:mdurkton@semi.org).