

APPLICATION / CONTRACT FOR EXHIBIT SPACE



SOLARCON India 2012
3-5 September
Bangalore International
Exhibition Centre
Bangalore, India

Produced by:
 SEMI® Tech Services India Pvt Ltd
 Hereinafter referred to as "SEMI India"
 DBS House, 26, Cunningham Road,
 Bangalore - 560 052
 Tel + 91 80 4040 7103
 Fax +91 80 4040 7113
 PAN-AAMCS5826P

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# _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____
 CONTACT: _____ TITLE: _____
 EMAIL: _____ TELEPHONE: _____ FAX: _____
 COMPANY WEBSITE: _____ COMPANY EMAIL ADDRESS: _____

ARE YOU A FIRST-TIME EXHIBITOR TO SOLARCON INDIA? Yes No

2. BOOTH LOCATION / CONFIGURATION

First: Preferred Booth Location: _____ **Second:** Preferred Booth Location: _____ **Third:** Preferred Booth Location: _____
 _____ **Inline/Standard Booth** Minimum 3 x 3 meters/9 sqm (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 6 x 9 meters/54 sqm (6 x 12, 6 x 15, 6 x 18, etc.) _____ x _____

3. BOOTH COST (circle one)

Booths are sold in no less than 9 square meter increments. Standard booth unit is 3 x 3 meters, unless otherwise noted.

RAW RATE*	INTERNATIONAL EXHIBITOR	DOMESTIC EXHIBITOR
*SEMI Member / PV Group Member	USD 310/sqm	INR 9700/sqm
Non-Member	USD 370/sqm	INR 11,500/sqm

*Raw space is the rental of floor space **only**. Power is not included. Please refer to the Electrical order form in the Exhibitor Service Manual.

DELUXE SHELL SCHEME (4 booth maximum)	INTERNATIONAL EXHIBITOR	DOMESTIC EXHIBITOR
*SEMI Member / PV Group Member	USD 340/sqm	INR 10,800/sqm
Non-Member	USD 405/sqm	INR 12,800/sqm

*SEMI membership must be active at all times to receive member pricing. Exhibiting companies that are residents of India qualify for Domestic Exhibitor pricing. Applicable prevailing service tax will be additional (currently at 10.3%).

4. PAYMENT

This Application is a binding contract. SEMI will invoice a 20% deposit which is required to be submitted with the Application as well as the balance of 80%.

_____ Total SQM X \$/INR _____ + Applicable Tax (10.3%) = \$/INR _____ Total Booth Fee

20% payment due with application **INR** _____ / **USD** _____
30% payment due by December 2, 2011 **INR** _____ / **USD** _____
50% payment due May 2, 2012 **INR** _____ / **USD** _____

No booth space will be confirmed without appropriate deposit. Applications from companies with delinquent balances due to SEMI India or SEMI (US) will not be processed without payment of the outstanding balance.

5. 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 and conditions by the exhibitor. This application becomes a binding contract between the applicant/ exhibiting company and SEMI India only upon an acceptance of the terms and condition by the exhibitor followed by a correspondence emanating from SEMI India to the exhibiting company with respect to booth space confirmation and preferred booth location. 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 India. I/WE HAVE READ AND AGREE TO AND WILL ABIDE BY ALL SEMI India's STIPULATIONS/TERMS AND CONDITIONS AS STATED.

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

FOR SEMI India USE ONLY

Booth Number: _____ Dimensions / Total SQM: _____ / _____
 Configuration: _____ Order Number: _____

STIPULATIONS/TERMS AND CONDITIONS

BOOTH SPACE ASSIGNMENT

Booth space assignment is based on 1) space priority, previous exhibitors will receive priority in allocation of the space (subject to availability), not the same location. 2) SEMI Corporate Membership and 3) receipt of application and payment prior to deadline. However, SEMI India reserves all rights to assign the booth space.

PAYMENT TERMS

20% payment (non-refundable deposit) is due with the Application. The remaining 30% balance and final 50% balance are due by December 2, 2011 and May 2, 2012. Please note service tax at applicable rate would be charged in addition to the payment mentioned on our contract. If exhibitors do not comply with these Payment Terms, SEMI India reserves the right to release space for re-assignment.

GENERAL RULES, TERMS AND CONDITIONS

1. Exhibiting company agrees that the rules and regulations of SEMI India are made a part of this contract and agrees to be bound by them. Exhibiting company further agrees that SEMI India has the full power to interpret and enforce all rules and regulations in the best interest of the SOLARCON India 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 to 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 India 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 and Photovoltaic, supply chain, or that are used in relevant ancillary work (such as trade magazines or books, software houses, etc.). SEMI India 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 India 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 India 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.

LIABILITY (continued)

SEMI India 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 India 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 India's reasonable control, SEMI India 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 India. SEMI India 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.

Exhibiting company should affirm that to the best of its knowledge, it has the legal authority for the use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at SOLARCON India and it will not knowingly infringe the intellectual property rights of another party.

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

IMPORTED EXHIBITS/FOREIGN PRINCIPALS

As per directives of India Trade Promotion Organization, the nodal agency attached to Ministry of Commerce, Govt. of India, which approves all international Exhibitions, duty-free import facility (Under ATA Carnet or Re-Export Bond supported by the Bank Guarantee) is available to only foreign exhibitors who have paid participation charges in foreign exchange at the rates applicable to foreign exhibitors.

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 India.
2. If canceled on or before June 4, 2012 a liquidation damage fee of 20% of the canceled space will be assessed by SEMI India.
3. If canceled after June 4, 2012, a liquidation damage fee of 100% of the canceled space will be assessed by SEMI India.
4. SEMI India will issue the final invoice reflecting all fees imposed on your account per SEMI India terms and conditions. The fees payable by an exhibiting company due to cancellation or reduction of exhibit space shall not be considered as payment towards services provided by SEMI India.

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

SEMI India must receive written notification of any cancellation. All booths must be set and show ready on the day prior to the opening of the event. Failure to do so will be considered a cancellation, unless SEMI India 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 settled by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The award of the said arbitrator shall be final. The venue of arbitration shall be at Bangalore and the proceedings shall be in English. This Agreement shall be governed by and construed in accordance with the laws of Republic of India and the courts at Bangalore shall have the exclusive jurisdiction to adjudicate the disputes arising under this Agreement.

It is each exhibiting company's responsibility to read and comply with all rules and regulations as stated in the Exhibitor Services 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 Tech Services India.

SPECIAL REQUEST FORM

(Please complete to advise SEMI India of your space preferences and specifications.)

Company Name: _____

Contact: _____

SECTION A - SPECIAL REQUESTS & PREFERENCES:

Please list any special requests in the space below. Be as specific as possible in explaining your needs. (preferred booth location, corner location, etc.). Refer to the SOLARCON India 2012 floor plan to help specify locations. We cannot guarantee we will be able to honor your request; however, we will make every effort possible to accommodate your request.

SECTION B -BOOTH/EQUIPMENT REQUIREMENTS

Services Required: Please check those services that are required for your exhibit. Failure to notify SEMI India of a utility requirement could affect the availability of these services on-site.

Weight of Equipment: If any one piece of equipment exceeds 20 Tons /square meter, please check "YES" and list the approximate weight per square meter.

Size of Exhibit and/or Packing Case: If any one piece of crated equipment exceeds the dimensions below, please check "YES" and list the approximate size. Please also complete the Heavy & Large Exhibits order form in the Exhibitor Services Manual and return to the official freight forwarder.

a) SERVICES REQUIRED (check all that apply): <input type="checkbox"/> Water/Drain <input type="checkbox"/> Compressed Air (____CFM ____ PSI)	c) SIZE OF LARGEST PIECE OF EQUIPMENT (crated): Does your freight (crated) exceed 1.83m (length) x 1.83m (width) x 1.22m (height) or 6' (length) x 6' (width) x 4' (height)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, approx. size: ____ length x ____ width x ____ height
b) WEIGHT OF HEAVIEST PIECE OF EQUIPMENT: Does your exhibit and/or packing case exceed 2,000 kg? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, approx. weight: ____ / kg	

SECTION C – ALTERNATIVE CONTACT INFORMATION:

Please provide full contact details if you would like: i) invoices to go to another address/individual, or ii) if there is another contact person you would like to receive emailed updates regarding SOLARCON India 2012.

Name		Purpose: Billing Address / Secondary Contact Person	
Email	Telephone	Fax	
Street Address: _____			
City: _____		State: _____	Postal Code: _____
Country: _____			

SECTION D – EXHIBITOR SERVICE MANUAL:

The Exhibitor Services Manual will be available online only at www.solarconindia.org in June 2012.

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

Payment Options to SEMI Tech Services India Pvt Ltd:

Domestic Exhibitors

1. PAYMENT BY Demand Draft / Cheque (Indian Rupees, Payable at Bangalore)

Company Name: _____

Make checks payable to "SEMI Tech Services India Pvt Ltd" and send to:

SEMI India
DBS House
26, Cunningham Road
Bangalore 560 052
India

International Exhibitors

1. PAYMENT BY WIRE TRANSFER (USD)

Company Name: _____

Originating Bank: _____

Amount of Transfer: _____ Date of Transfer: _____

Bank Transfer Remittance Information:

Beneficiary name SEMI Tech Services India Pvt Ltd
Standard Chartered Bank
Raheja Towers
26, M G Road, Bangalore 560001

Account #456-0-508844-7
IFSC #SCBL0036074
Swift code- SCBLINBBXXX

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 India with your purchase order number.

Purchase Order Number: _____

Please return this completed form with your Application/Contract to:

SEMI® Tech Services India Pvt Ltd
DBS House
26, Cunningham Road,
Bangalore - 560 052
-or-
Fax: +91 80 4040 7113
-or-
Email: solarconindia@semi.org