



ETIM
International

The international classification
standard for technical products



ETIM International STATUTES (EN)

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Part 1 - NAME, HEAD OFFICE, LEGAL CAPACITY, OBJECTIVES, DURATION

Art 1. Name, head office and legal capacity

a. Name

The name of the association is **ETIM International**.

The association is registered at the Dutch Chamber of Commerce under nr. 86818775. Should the company registration number change, it will not automatically lead to an amendment to these Statutes.

b. Head Office

ETIM International has its registered office at Aeckerlaethofstraat 29, 6269DG in the municipality of Eijsden-Margraten in the Netherlands.

c. Legal capacity

The association has full legal capacity.

Art 2. Duration and financial year

a. Duration

ETIM International is formed for an indefinite period.

b. Financial year

The financial year shall commence on the 1st of January and shall end on 31st December of each year.

Art 3. Objectives

a. Principal objectives and activities

- i. To develop, maintain and license the ETIM standards for classifying and exchanging product data globally in the following industry sectors and product categories: Electrotechnical; HVAC and Plumbing; Building Materials; Tools, Hardware and Site Supplies; Shipbuilding. ETIM International may, at the appropriate time, extend its activities into related industry sectors.
- ii. To publish and promote the ETIM Technical Information Model.
- iii. To initiate research for possible solutions of any problem in information models of interest to the industry in the widest possible sense.
- iv. Without prejudice to the objectives mentioned above under (i), (ii) and (iii), to serve the common global interests of industry and trade.

b. Principles

In carrying out these objectives, ETIM International will base itself on the principles of free enterprise, competition and fair trade throughout the world and the promotion of fair and equal conditions for companies worldwide.

ETIM International is committed to fostering an inclusive and equitable environment where all members, stakeholders, and partners are treated with respect and dignity. We embrace diversity in all its forms, including but not limited to nationality, culture, gender, ethnicity, language, and professional background. Our association operates on the principles of equal opportunity, ensuring that all voices are heard, valued, and considered in decision-making processes. We actively promote collaboration across diverse perspectives to strengthen the ETIM standards, reflecting the global and diverse nature of the industries we serve. Discrimination, bias, or exclusion in any form is not tolerated within ETIM International, and we continuously strive to uphold fairness, accessibility, and transparency in all our activities.

c. Long-term goal

The long-term goal of ETIM International is to globally facilitate automated communication of accurate product data without any language barriers in the industry sectors in which it is involved.

Part 2 - MEMBERSHIP

Art 4. Members

a. Legal nature of members

Subject to the provisions of this Article 4, ETIM International may accept as "Members" companies and associations legally constituted in accordance with the laws and practices of their countries of registration.

Members are defined to be "Country Members", or "Global Industry Members" as these terms are defined hereinafter.

b. Country Membership

Country Members are defined as the national organisation(s) representing ETIM in a country, who have signed an agreement with ETIM International following due process.

Each organisation can be recognized as a local ETIM organisation on condition that it provides the services as defined in Article 6 relating to the ETIM-standard in a country.

i. Full Country Members

These are the recognized national ETIM organisations representing ETIM in all active ETIM Sectors in that country and as specified in Article 6 of the present Statutes.

As a principle only one national ETIM organisation will be recognized per country or per geographical region as defined and agreed by ETIM International.

When any additional relevant stakeholder organisation contacts ETIM International to discuss representation and participation in a region that already has a local chapter representation, this

organisation will be referred to this local chapter organisation. It is expected that these organisations will enter discussions on collaboration on national level.

A Full Country Member has one voice and one vote in the General Assembly and all of the relevant committees.

ii. Light Country Members

Light memberships are made possible for countries where the business climate does not have the resources to fund a full membership. It allows a low-threshold entry into the association, enabling the local organisations to grow awareness and adoption in the meantime.

A light membership shall grant rights to represent ETIM International as a local chapter organisation, with the following restrictions compared to a Full or Multi Country Membership:

1. A limit of 5 change requests per year.
2. No seat and no vote at the General Assembly.
3. Country representatives cannot stand for election to positions on the ETIM Board.

iii. Multi Country Membership

Multi Country Membership is defined as a regional membership where a recognized national ETIM organisation is operating in more than one country. A Multi Country Membership is allowed under the following conditions:

1. There is only one combined ETIM organisation taking care of local support in all countries within the region (e.g. translations, helpdesk, training, communication, promotion etc.), as defined in Article 6.
2. This Multi Country member has one seat and one vote in the General Assembly and all of the relevant committees and (if applicable), in the board of ETIM International.
3. This Multi Country member's membership fees will be invoiced in a single yearly transaction.
4. Stakeholder organisations who wish to combine their efforts to participate in a Multi Country Membership, should present their case to the ETIM Board. Final decision will be given by the General Assembly.
5. National stakeholder organisations who would like to solely represent ETIM in their country, while a Multi Country member is already active in that region, should present their case to the ETIM Board. Final decision will be given by the General Assembly.

iv. Country without a national ETIM organization

Any other organisation, which is accepted by the General Assembly, from any country without a recognized national ETIM organisation.

v. Members of Local chapter organisations

Any organisation that is registered as a member of a local ETIM chapter will have no direct ties to ETIM International.

c. Global Industry Members

Global Industry Membership is applicable for manufacturers, wholesalers, buying groups or contractors that conduct business on an international level. Solution providers are excluded as candidates for this type of membership. Qualifying for membership requires Applicants to be active in one or more ETIM sectors and to be member of at least a minimum number of different national ETIM organisations. The minimum number is to be determined by the Board. Global Industry Members are represented in the Technical Committee. Their participation rights in ETIM International result exclusively from Article 21 of the present Statutes. They are obliged to always ensure neutrality and supplier independency of the ETIM model.

Art 5. ETIM International Membership

ETIM International shall always consist of a minimum of three Country Members.

Art 6. Duties of the ETIM International Country Member Organisations

a. Membership Management

- i. Handle applications, renewals, and terminations of local ETIM memberships.
- ii. Maintain up-to-date records of local members and their contact details.

b. Promotion of the ETIM Standards

- i. Actively promote the adoption and implementation of the ETIM standards within the local market.

c. Representation and Advocacy

- i. Represent ETIM's interests in the local country or region.
- ii. Serve as the primary point of contact for inquiries about the ETIM standards.
- iii. Collaborate with local trade associations, industry bodies, and government entities to advocate for the ETIM standards.
- iv. Provide feedback and updates to ETIM International about local industry trends, challenges, and opportunities if relevant.

d. Communication and Coordination

- i. Act as the communication hub between ETIM International and local members.
- ii. Disseminate ETIM International materials (e.g., standards, guidelines, updates).
- iii. Participate in ETIM International meetings, working groups, and other forums to ensure alignment with international strategy.
- iv. Ensure ETIM International is informed of any important changes in the local organisation with relevancy to ETIM.

e. Manage the standards on local level

- i. Coordinate the translation into local languages and manage technical adaptation of the ETIM standards to reflect the specific needs of the local market while maintaining alignment with the global framework.
- ii. Involve local stakeholders in governance processes and ensure feedback is integrated into international discussions.

f. Compliance and Governance

- i. Ensure adherence to ETIM International's statutes, policies, and standards at the local level.
- ii. Monitor and enforce ETIM International's internal compliance law policies.
- iii. Respect the ETIM International Code of Conduct as published on www.etim-international.com.

g. Support and Guidance

- i. Provide support to local members for the implementation and use of the ETIM standards.
- ii. Organize the distribution of the latest version of ETIM to the local members and promote the use of the latest version.
- iii. Avoid the creation of non-uniform versions by fitting to the release plan of ETIM International.

h. Engagement in International Development

- i. Actively participate in the global development and refinement of the ETIM standards by contributing insights, feedback, and expertise from the local market.
- ii. Encourage local members to engage in ad hoc technical working groups and initiatives.

Art 7. New Members, Admission Procedure

a. Application

Associations or companies that want to become Country Members or Global Industry Members shall send an Application for Membership to the ETIM International secretariat. The Application shall be made by using the Application Form developed by the secretariat and shall be addressed via regular mail or via any other means of written communication (including e-mail).

b. Granting of Membership

The Board shall decide on all Applications. The decision of the Board shall be taken according to the quorum and majority stipulated in Article 17. The Board shall inform the Applicant of the decision, and the reasons stated therein.

c. Membership Agreement

Upon receiving the grant of membership as mentioned under (b), the Applicant shall sign a Membership Agreement. The Membership shall take effect on the date of signing the Agreement.

d. Rejection and Appeal

The Board's rejection of an Application shall set forth the principal reasons underlying the decision, which reasons shall be based on the criteria setting out the eligibility for membership in Article 4 above. Should conditions change in the future, then the rejected applicant can resubmit their application.

Art 8. Withdrawal

Any Member wishing to withdraw from ETIM International shall give notice to the President of its withdrawal at least 6 months before the start of the new financial year. This notice period shall also apply to any Member wishing to withdraw from one or more sectors, while continuing its membership in other sectors. During this notice period, the membership and obligation to pay fees shall remain unaffected.

Art 9. Exclusion

Any Member that does not comply with the Statutes or the rules and regulations, including any By-Laws, issued pursuant to the Statutes or no longer fulfils the membership conditions, can be excluded by a decision of the Board, provided the reasons are stated in that decision and that the Member concerned shall have had the right to present its defence prior to the entry into force of the decision.

The Member shall have the right to appeal the decision at a meeting of the General Assembly. The appeal must be submitted to the secretariat in advance to that meeting, after which the appeal will be added to the agenda. In the case of such appeal, exclusion shall not occur, and the decision shall not enter into force unless the General Assembly confirms the decision to exclude the Member with a majority of three quarters of the votes of the Members present or represented, in which event the decision to exclude the Member shall be final and binding.

The decision which shall state the principal underlying reasons shall be communicated by the Board to the Member concerned.

Art 10. End of Membership

A Member who ceases to be a Member of ETIM International through withdrawal, exclusion or any other cause shall have no claim to ETIM International's funds; such Member shall remain liable for the membership fee of the current financial year.

Part 3 - GENERAL ASSEMBLY

Art 11. Powers of the General Assembly

a. Powers

The assembly of all Country Members ("General Assembly") shall have full powers to achieve the objectives stated in Article 3, section a. through c. and to ratify the vision and strategy of ETIM International. In particular, the General Assembly shall have the powers to:

- iii. Set membership fees;
- iv. approve annual budgets and financial accounts;
- v. elect and dismiss the members of the Board;
- vi. accept new Members.
- vii. appoint and dismiss the Director General upon proposal by the Board;
- viii. approve the Board's proposals for the policies of ETIM International;
- ix. amend these Statutes and adopt and amend By-Laws;
- x. set up policy groups and working groups;
- xi. dissolve ETIM International;
- xii. decide on the appointment of an auditor;
- xiii. introduce new form of membership, associate memberships, or affiliation schemes.

b. Delegation of Powers

Except for the powers which exclusively belong to the General Assembly according to the Dutch Civil Code (articles 2:26 to 2:52), the General Assembly may delegate these powers to another committee or board of Members, it being understood that the General Assembly can revoke or modify such delegation as well as any decision taken on the basis of such delegation at any time without notice or cause.

Art 12. Composition of the General Assembly

The General Assembly shall be composed of all the Country Members of ETIM International. Each Country Member is represented by one delegate ("Member Representative"). Provisions concerning the registration of Member Representatives and alternates for Member Representatives (if any) can be outlined in the By-Laws. A Country Member can also be represented in a General Assembly by another Country Member, provided that this representation has been registered in the manner set forth in the By-Laws and that such Country Member does not represent more than two Country Members in total.

Art 13. Quorum, Majority

a. Quorum

Unless otherwise provided by these Statutes, the General Assembly can only take decisions if more than half of the Country Members are present or represented at a meeting. If this condition is not met at a meeting, the President shall call another meeting with the same agenda within the following three months, which meeting shall constitute a quorum regardless of the number of Country Members present or represented, provided, however, that this has been clearly stated in the convocation of this second meeting.

b. Majority

Unless otherwise provided by these Statutes or by the law, for all decisions of the General Assembly a normal majority of the votes of the Country Members present or represented is required. Blank votes, invalid votes and abstentions shall not be counted as votes cast.

Art 14. Meetings, Agenda

a. Meetings and Agenda

- i. The General Assembly shall take decisions in ordinary or extraordinary meetings. The President of ETIM International as chairman of the General Assembly, or in his/her absence the Vice-President, shall call an ordinary meeting of the General Assembly at least once a year. Agenda and documents related to the ordinary meeting should be circulated at least two weeks prior to the meeting.
- ii. The President, or in his/her absence the Vice-President, is obliged to convene an extraordinary meeting, upon written request to the Board, of Country Members representing at least 20 % of the votes of all Country Members. Except for meetings pursuant to Article 30 section a., meetings shall be called by the President, or in his/her absence the Vice-President, with one month' prior written notice communicated via regular mail or via any other means of written communication (including e-mail) to every Country Member. The notice shall contain an agenda for the meeting and identify and specify with sufficient detail the matters on which votes shall be cast. Agenda and documents related to the extraordinary meeting should be circulated at least two weeks prior to the meeting.
- iii. An item has to be included on the agenda of the General Assembly on the request of Country Members representing at least 20 % of the votes.
- iv. Written minutes of the General Assembly including all resolutions shall be taken by a person to be assigned by the President and shall be sent to all Country Members within one month of the meeting. The resolutions shall be registered and filed at the seat of ETIM International.
- v. Meetings can be organised and conducted as physical meeting, as an online meeting or as a written procedure following a decision by the board.

Part 4 - GOVERNING BODY

Art 15. The Board

a. Functions

ETIM International shall be governed by a board ("Board") in accordance with decisions reached by the General Assembly. In addition to the functions and powers mentioned in these Statutes, the Board shall also have the power to:

- i. form and propose policies for the Approval of the General Assembly in order to promote the objectives of ETIM International.
- ii. set future priorities, adopt pro-active plans and final positions.
- iii. appoint chairmen of policy groups and working groups upon proposal from the relevant group.
- iv. coordinate the work of policy groups and working groups and the advisory policy group (if any).
- v. prepare and file for acceptance by the General Assembly the annual budget and accounts pursuant to Article 27.
- vi. propose for resolution by the General Assembly By-Laws pursuant to Article 28.
- vii. exclude Members according to Article 9.
- viii. manage the assets of ETIM International.

b. Board members

The Board shall be composed of a minimum of 5 (five) and a maximum of 8 (eight) individuals ("The Board members") including the President and the Vice-President. Unless specifically otherwise provided herein, the terms and conditions applying to the other Board members shall also apply to the President and the Vice-President.

c. Elections

- i. The Board members shall be elected by the General Assembly from the list of candidates submitted to the General Assembly by the Board. The list is composed of every candidate presented in writing and in advance by a Country Member.
- ii. Only official representatives of the General Assembly can apply as a candidate.

d. Term

The initial term of a Board member shall be three years. Thereafter a Board member can be re-elected for multiple periods of three years.

e. Dismissal

The General Assembly can dismiss a Board member at any time. A Board member is required to resign when he/she does not represent a Country Member anymore.

Art 16. Meetings

- i. The Board shall meet at least once a year upon convocation of the President or, in his/her absence, the Vice-President. The Board members shall be duly notified of a meeting by way of a written notice communicated via regular mail or via any other means of written communication (including e-mail). Further details may be regulated in By-Laws.
- ii. In case a Board member is unable to participate in a meeting, such Board member can also nominate, and be represented by, another Board member, provided, however, that no Board member can represent more than one other Board member. Details for the registration of such a representation can be set forth in the By-Laws.
- iii. A meeting of the Board shall be validly constituted even if all or some of the Board members are not physically present or represented but participate in the deliberations via any modern means of telecommunication that allow Board members to directly hear each other and directly speak to each other, such as a telephone or video conference. In such cases, the Board members will be deemed present.
- iv. Minutes, reports and resolutions of the Board shall be filed at the secretariat of ETIM International.

Art 17. Quorum, Majority

a. Quorum

The Board is properly convened if at least half of the Board members, are present or represented.

b. Majority

- i. The first priority is to reach decisions by consensus. In case of voting, each Board member shall possess one vote.
- ii. A majority of two thirds of the votes of the Board members present or represented is required for the taking of decisions.

c. Conflict of interest

A Board member does not participate in the deliberations and decision-making if said board member has a direct or indirect personal interest that conflicts with the interests of the association and the company or organization associated with it. If, as a result, no management decision can be made, the decision is taken by the Board with a written record of the considerations underlying the decision.

d. Incapacity and/or absence

In the event of the absence or incapacity of one or more Board members, the remaining Board member(s) will be assigned charged with the entire management. In the event of the absence or incapacity of all Board members or of the only Board member, the association is temporarily managed by a person always appointed for that purpose by the General Assembly. In these statutes, incapacity is in any case understood to mean the circumstance that the Board member is unreachable for a period of more than seven (7) consecutive days due to illness or other causes.

Part 5 - PRESIDENCY, VICE-PRESIDENCY

Art 18. Election

The Board of ETIM International shall elect two candidates out of the Board members with the functions and powers set forth below in Article 19 (“President” and “Vice-President”).

Art 19. Functions and Powers

a. Functions

The President or, in his/her absence, the Vice-President, shall preside over the meetings of the General Assembly and of the Board as its Chairman. He/she shall have charge over the proper functioning of ETIM International, in accordance with and pursuant to its Statutes and By-Laws, and the carrying out of the decisions taken by the General Assembly and the Board.

b. Powers

The President or, in his/her absence, the Vice-President, shall have the power to represent ETIM International as regards policy matters.

Part 6 - Technical Committees

Art 20. Establishment

Subject to further details set forth in the By-Laws, the Board shall be empowered to establish Technical Committees. The Board shall appoint the Chairman. The matters concerning their composition, mandate, powers and duration can be governed by the By-Laws.

Art 21. Technical Committees

- i. The committees will make proposals for the further development, enhancement and maintenance of the ETIM Technical Information Model.
- ii. The General Technical Committee shall be open to representatives of Country Members as well as Global Industry Members. Subject to further details set forth in the By-Laws experts from other organisations can become a member of the committee.
- iii. Each Country Member or Global Industry Member has one vote. The Global Industry Members combined votes shall never exceed 49 % to secure a majority vote for local ETIM organisations.
- iv. The Technical Committees will convene at least once a year.
- v. Proposals of the Committee that will have effect on budget and resources will be transmitted for Approval to the Board.

Part 7 - LICENSING AND TRANSLATIONS OF ETIM STANDARDS

Art 22. Licensing of the ETIM standards

- i. Licensing models of standards owned and maintained by ETIM International shall be determined by the board.
- ii. An overview of current licensing models shall be made available via the official website of ETIM International.
- iii. Members of ETIM International shall comply with and refer to these licensing models.

Art 23. Translations of ETIM Standards

a. Official and validated translations of the ETIM standards

- i. Translations provided by our Country Members are considered as the official validated translations of the ETIM model. The ownership, and the associated governance and maintenance responsibilities of those translation files and translated documentation lies with the Country Members of ETIM International.
- ii. Country members are responsible for maintaining and publishing official translation files for the current version of the ETIM standards for agreed parts, specified in the membership agreement. Country Members are authorized to maintain and publish official translations of any kind of documentation that is originally published by ETIM International in the English language.
- iii. ETIM International is not obligated to nor responsible for updating or correcting translations provided by others.

b. Distribution of the official and validated translations of the ETIM classification model

- i. The Country Members shall maintain and distribute their translations within the tooling of ETIM International. Additional fees or conditions may be set by the country member.
- ii. ETIM International shall not distribute any translation without specific consent of the owner of that translation.

c. Third party translations

- i. Where it does not concern maintenance or contributions intended to be included in the ETIM classification models (ETIM, ETIM MC), anyone is free to create its own translations in accordance with the terms of the Open Data Commons Attribution License.
- ii. Translations provided by third parties are not endorsed or verified by us. We do not guarantee the accuracy, completeness, or reliability of third-party translations. Users who choose to rely on third-party translations do so at their own risk.

Part 8 - LEGAL REPRESENTATION

Art 24. Legal representation

ETIM International shall be validly represented vis-à-vis third parties and with regard to all judicial and extra-judicial deeds by any two Board members acting jointly.

None of the aforementioned persons must justify his/her powers vis-à-vis third parties. In addition, ETIM International shall also be validly represented vis-à-vis third parties, within the framework of their mandates, by proxy holders duly mandated by the two Board members acting jointly.

Part 9 - SUBSCRIPTIONS, ACCOUNTS, BUDGET

Art 25. Subscription

The Members shall share the expenses of ETIM International by way of each Member paying a membership fee fixed annually by the General Assembly upon a proposal submitted by the Board. This is without prejudice to any agreement among the Members, in accordance with the internal rules of ETIM International, to share further costs in connection with the activities of ETIM International.

The collective fees of the Global Industry Members will not exceed the collective fees of the Country Members in any year.

Art 26. Liability

Without prejudice to Article 25, the liability of the Members for acts of ETIM International is limited to the membership fee.

Art 27. Accounts, Budget, Auditor

The Board shall submit before May 1st of every year for the Approval of the General Assembly the accounts of the past financial year and before November 1st the budget of the following financial year.

The final Approval of the accounts and the budget will be performed during the Annual General Assembly.

The General Assembly can nominate an auditor. The auditor shall draw up a yearly report on the annual accounts of the association. This report shall be submitted to the General Assembly.

The General Assembly can nominate a member to verify the accountancy. In that case this member will report directly to the General Assembly.

Part 10 - BY-LAWS

Art 28. Issuing of By-Laws

The General Assembly on specific proposal from the Board shall issue By-Laws compatible with the provisions of these Statutes, in order to ensure the functioning of ETIM International and its administration and/or to execute and complement the Statutes.

Part 11 - AMENDMENTS, DISSOLUTION, EFFECTIVE DATE

Art 29. Amendments to the Statutes, Dissolution

a. Amendments, Dissolution

Decisions to amend these Statutes and/or to dissolve ETIM International must receive a majority of three quarters of the votes of the Country Members present or represented, while for these purposes, the General Assembly shall not be deemed to be properly convened unless three quarters of the Country Members are present or represented at the meeting. The notice for such meeting must be sent to each Country Member two months in advance and, in cases of an amendment being part of the agenda, shall contain the proposed amendment.

b. Deed of amendment

An amendment to Statutes does not come into effect until a notarial deed has been drawn up. The Board is obliged to provide an authentic copy of the deed of amendment of the statutes and a full continuous text of the statutes, as they read after the amendment, to be deposited at the office of the register kept by the Chambre of Commerce.

c. Liquidation

In the event of a decision to dissolve ETIM International, the General Assembly shall decide on the method of liquidation of ETIM International and the destination of ETIM International's funds pursuant to the same quorum and majority requirements as are set forth in Article 30 section a). ETIM International's funds shall be allocated to a disinterested purpose.

Part 12 - GENERAL PROVISIONS

Art 30. Miscellaneous

All matters which are not covered by the present Statutes, and in particular the publication requirements, shall be settled in accordance with the provisions of the applicable law.

Art 31. Language

To the extent required under Dutch law, documents and proceedings of ETIM International shall be done in Dutch. The working language of ETIM International is English.

Art 32. Applicable law

These statutes are governed by Dutch law. Any disputes arising from this Agreement will be resolved in the courts of the Netherlands. Both parties submit to the jurisdiction of these courts.

Art 33. Dispute resolution

- i. In the event of any dispute arising out of or relating to these statutes, the internal regulations, or the legal relationship between the Association and its members, the parties shall first endeavour to resolve the dispute amicably through mediation, in accordance with the Mediation Rules of the Netherlands Arbitration Institute (NAI), or another mutually agreed method of mediation.
- ii. If the dispute has not been resolved through mediation within three months after a written request to initiate mediation, it shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI).
- iii. The place of arbitration shall be Amsterdam.
The arbitral tribunal shall be composed of one arbitrator.
- iv. The arbitral tribunal shall be appointed directly by the NAI.
- v. The proceedings shall be conducted in the English language.
- vi. Dutch law shall exclusively apply to the dispute.
- vii. Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure is excluded.
- viii. Arbitration as described in this article excludes the jurisdiction of ordinary courts, unless the parties agree otherwise in writing.

Art 34. Severability

If any provision of these Statutes is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid one that most closely reflects the intended purpose.