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I.E.O. Institut européen pour l'Imprégnation du Bois
W.E.I. European Institute for Wood Preservation
W.E.I. Europäisches Institut für Holzimprägnierung

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STATUTES

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SATZUNG

14 September 2006
General Assembly Naantali



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Memorandum of Association

of the

European Institute for Wood Preservation

1. The Institute shall be called the European Institute for Wood Preservation.
2. The office and secretariat of the Institute shall be located within Europe.
3. The Institute is established for an indefinite period.
4. The objects of the Institute are to:-
 - (a) gather, interpret and disseminate knowledge relating to wood durability and use of wood with enhanced durability,
 - (b) provide facilities whereby and wherein there shall be free exchange between its members of knowledge derived from scientific experimentation and practical experience in the field of wood durability,
 - (c) promote the advantages of wood with enhanced durability obtained by industrial methods
5. The objects of the Institute shall be achieved by:-
 - (a) its own research and investigation,
 - (b) cooperation with, or affording assistance to, other persons or organisations engaged in pursuing aims similar to those of the Institute,
 - (c) making available to its members and others the results of such research and cooperation,
 - (d) any lawful means seen as conducive to the achievement of the objects of the Institute.
6. The resources of the Institute shall consist of:-
 - (a) the annual contributions of its members,
 - (b) subsidies,
 - (c) gifts, inheritances, legacies and loans,
 - (d) remuneration for services rendered,
 - (e) casual profits,
 - (f) interest and whatsoever other revenues accrue.



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7. In the event of the Institute being wound up:-

- (a) every member having been a member at any time during the twenty-four (24) months immediately preceding the date of winding up shall contribute in equal amount to the assets of the Institute for payment of the debts and liabilities of the Institute and the expense of winding up but in no event shall the said contribution exceed the sum of ten (10) units of the currency in which the accounts of the Institute are expressed as at the date of its winding up.
- (b) any property whatsoever remaining with the Institute after full and final satisfaction of its debts and liabilities shall be transferred or given to some other institute or institutes having aims and objects similar to the Institute, subject to such institute or institutes being governed by statutes which prohibit the distribution of its or their property to its or their members in substantially the same manner as by Memorandum 8 hereof, or in the event that the Executive Committee of the Institute cannot identify such a worthy institute, shall be given to some charitable object.

8. The income and property of the Institute, whencesoever derived shall be applied solely toward the promotion of the aims of the Institute and none shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to members of the Institute, but nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Institute or to any member of the Institute for any services rendered to the Institute.

9. The liability of the Institute shall be limited to its assets.

10. True accounts shall be kept of the sums of money received and expended by the Institute and of the property, credits and liabilities of the Institute, and these shall be open to the inspection of members, subject only to those reasonable restrictions as may be imposed by the Executive Committee of the Institute as to the time and manner of such inspection.

11. At least once in every year the annual accounts of the Institute shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.



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EUROPEAN INSTITUTE FOR WOOD PRESERVATION

Articles of Association

Article 1 : Membership

1.1 Membership of the European Institute for Wood Preservation, hereinafter referred to as the "WEI" shall be open to any person, firm, corporation or any other body of persons interested in wood preservation and in promoting the objects of the WEI.

1.2 Membership shall be categorised into five classes:-

- (a) Founding members
- (b) Full members
- (c) Associate members
- (d) Corresponding members
- (e) Honorary members

1.3 The Founding Members of the WEI are:-

- (a) Gips' Handels-en Beleggingsmaatschappij,N.V.
- (b) Rütgerswerke A.G.
- (c) Schweizerische Gesellschaft für Holzkonservierung.
- (d) Syndicat des Fabricants et Préparateurs de Traverses en Bois Imprégnés pour Voies Ferrées.
- (e) Verenigde Houtbereidingsinrichtingen en Houthandel Van Swaay-Gips N.V.
- (f) Societa Italiana Reuping per l'Iniezione del Legname.

1.4 Full membership shall be open only to:-

- (a) persons, firms and corporations whose domicile or Registered Office is located in Europe, and who are engaged within one or more of those countries in enhancing the durability of wood by an industrial process and whose annual production of such wood shall be at least 2,000 cubic metres,
- (b) National Associations, all of whose members are engaged within Europe in activities as described in Article 1.4 (a) hereof and whose aggregate annual production of wood exceeds 10,000 cubic metres.

1.5 Associate membership shall be available to:-

- (a) Persons, firms or corporations who fulfil the requirements of Full membership except to the extent that their plant or plants are located outside Europe
- (b) Persons, firms or corporations wheresoever located and engaged in the marketing or sale of wood preservative products, wood preserving equipment, or any other product, equipment or service relating to wood durability.



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1.6 Corresponding membership shall be available to persons or bodies of persons who cannot fulfil the requirements of Full or Associate membership and who are engaged directly or indirectly in furthering the understanding of wood durability.

1.7 Honorary membership shall be awarded only to individual persons having a long and distinguished record of service to the Institute.

1.8 All applications for membership shall be submitted in writing to the secretariat of the WEI in such form as from time to time may be prescribed by the Executive Committee, hereinafter referred to as the "Executive" and the signature of such application by or on behalf of the applicant shall be deemed to be an agreement by the applicant to be bound by the Memorandum and Articles of Association and all regulations and bye-laws from time to time made by the WEI.

1.9 Each application for membership shall bear proof of eligibility to membership of the class applied for and must be supported in writing by at least one voting member of the Executive from the country of the applicant or at least two voting members of the Executive from another country or countries.

1.10 A company or firm seeking membership shall declare to the WEI all locations at which it operates. Any such location which is an integral part of the company or firm, and is wholly owned by and under the full management control of the company or firm, shall be considered as part of the company or firm for membership purposes. Any subsidiary, branch, franchisee or operating location, no matter how described and not falling into the foregoing description, will be accepted into membership only if it itself satisfies all conditions of membership.

1.11 Acceptance into membership of any person, firm, corporation or body of persons shall be first conditional upon the applicant satisfying the Executive to the extent of at least two-thirds of the votes eligible to be cast by the Executive that the applicant is competent and of good standing.

1.12 Every application considered by the Executive in accordance with Article 1.13 hereof shall be verbally communicated to the Annual General meeting together with the result of the vote cast by the Executive in respect of that application.

1.13 No application for membership shall be accepted unless it is supported by at least three-quarters (75 percent) of the votes eligible to be cast at Annual General Meeting of the WEI.

1.14 Honorary membership shall not be awarded without the unanimous support of the Executive and the casting in favour of such honorary membership of all the votes eligible to be cast at Annual General Meeting.

1.15 The rights of membership shall be personal and not transferable and shall cease upon death of the person in whose name the membership is vested unless such a person represents the membership of a firm or corporation in which case the firm or corporation shall have the right to appoint a successor.

1.16 The membership of a firm, corporation or association shall cease upon the winding up or dissolution thereof except that if such winding up or dissolution shall be merely for the purpose of reconstruction or similar the Executive may at its discretion permit the rights of membership to be vested in the successor but such vestment shall nevertheless be subject to the approval of the next Annual General Meeting of the WEI immediately following the date of such winding up or dissolution.



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1.17 Any member may retire from membership of the WEI by giving three (3) months notice in writing to the Executive but shall remain liable to the WEI for any subscription due and unpaid at the date the membership ceases.

1.18 A member shall be deemed to have so retired if and when any subscription due to the WEI be in arrears as at the last day of December of any year but the Executive shall have the power to reinstate such a member on such terms as to payment of arrears as the Executive sees fit.

1.19 The Executive has the right, subject to a majority of at least two thirds of votes eligible to be cast at a meeting of the Executive to immediately terminate the membership of any member who in the opinion of the Executive:-

- (a) acts inconsistently with the objects of the WEI or in such a manner as to bring the WEI into disrepute,
- (b) ceases to possess those qualifications upon which membership was originally granted, but in such a case the Executive may at its discretion offer membership of another class which offer shall be communicated in writing and be required to be accepted or refused by the said member within 30 days of the date of the offer.

1.20 Termination of membership under Article 1.22(a) hereof shall not entitle the member to any refund of subscriptions already paid or bring relief from payment of subscriptions due and unpaid as at the date of termination.

1.21 Reclassification of membership under article 1.22(b) hereof shall not entitle the member to any refund in part or whole of subscriptions paid or due to have been paid before the date of reclassification.

Article 2 : Annual Subscriptions.

2.1 The members of the WEI shall pay annual subscriptions of such an amount as may from time to time be determined in general meeting.

2.2 All annual subscriptions shall be payable in advance on the first day of January each year.

2.3 A person who shall become a member of the WEI as a representative of an unincorporated body shall be personally liable for subscriptions payable in respect of such membership.

2.4 New members shall pay the whole of the annual subscription due for the year in which they are elected to membership.

2.5 The annual subscription payable by a Full member shall be determined by the volume of wood produced by such a member during the 12 months immediately preceding the year for which subscriptions are due and shall be quantified in terms of Subscription Units in accordance with the following scale:-

Volume (cubic metres) of Wood Treated	Number of Subscription Units Payable
2,000-19,999	One (1)
20,000-39,999	Two (2)
40.000-59,999	Three (3)



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60,000 or greater

Four (4)

-: save for National Associations as defined in Article 1.4 (b) hereof whose annual subscription shall be at minimum 5 Subscription Units and shall increase thereafter at the rate of 1 Subscription Unit for every 20,000 cubic metres in excess of 100.000 cubic metres subject to a maximum annual subscription of 15 Subscription Units.

2.6 Associate members:-

- (a) as defined by Article 1.5 (a) shall pay an annual subscription equal to one-half (50 percent) of 1 Subscription Unit.
- (b) as defined by Article 1.5 (b) shall pay an annual subscription equal to three (3) Subscription Units.

2.7 Corresponding members shall pay an annual subscription equal to one-twentieth (5 percent) of 1 Subscription Unit.

2.8 Founding members who are not Full members shall pay an annual subscription equal to two (2) Subscription Units.

2.9 Honorary members are exempt from payment of annual subscriptions but such exemption shall not pass to the firm, corporation or body of persons which the Honorary member might represent in membership of the WEI in pursuance of Article 1.11 hereof.

Article 3 : Executive Committee.

3.1 The WEI shall be managed by an Executive Committee, composed of:-

- (a) the President
- (b) the Immediate Past President
- (c) two Senior Vice Presidents, each domiciled in a country other than that of the President and that of each other,
- (d) one (1) Vice President,
- (e) the Treasurer
- (f) one delegate from each country represented in Full membership of the WEI, such delegate being chosen in accordance with Article 4.7 and elected in accordance with Article 4.2 and hereinafter referred to as a "National Delegate"
- (g) the chairman of any of the working committees created under Article 6.1 which committees are hereinafter referred to as "Commissions"
- (h) the Secretary General

:- each of whom shall be nationals of one of those countries listed in Annex 1 hereto and all of whom with the exception of the Secretary General and the chairmen of Commissions shall be required to be Full members of WEI.

3.2 Meetings of the Executive shall be called by the President and presided over by the President or in the absence of the President by the most senior of the Senior Vice Presidents, seniority being determined by period in office, which if equal, then by period of Full membership of the WEI.



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3.3 Save as otherwise expressly provided for herein any resolution put to the vote of the Executive shall be carried by a simple majority of votes cast.

3.4 The number of votes eligible to be cast by members of the Executive shall be as follows:-

- (a) the President shall have a casting vote to be exercised only in the event of a tie,
- (b) all of the Senior Vice Presidents, Vice President, Treasurer, National Delegates and Chairmen of Commissions shall each have one vote.
- (c) the secretary general shall have no vote.

3.5 No member of the Executive may vote in more than one capacity except when acting as proxy for another member under the provisions of Article 3.7 hereof.

3.6 Nine voting members personally present at a meeting of the Executive shall form a quorum having the full power of the Executive.

3.7 Each voting member of the Executive shall be permitted to vote by proxy for no more than one other voting member of the Executive and such right of proxy shall always be evidenced in writing.

3.8 The Executive shall meet at least twice in each calendar year.

3.9 Should any member of the Executive resign during term of office the vacancy so created shall be filled *ad interim* by a Full member of WEI chosen by the simple majority vote of the Executive, which choice shall be required to be ratified at the next immediate Annual General Meeting of WEI.

3.10 A resolution to appoint an Honorary member of the WEI shall be carried only if first supported by the unanimous vote of the Executive and the subsequent unanimous vote of the WEI in Annual General Meeting.

3.11 The Executive shall represent the WEI at law and otherwise, and as against third parties shall be bound by the signatures of the President and Secretary General, or in the absence of either, by the signature of the other and another two (2) members of the Executive.

3.12 Abstentions and spoiled votes shall not be taken account of in the determination of votes cast in favour of or against any resolution voted upon by the Executive.

Article 4 : Officers of the WEI

4.1 Within this Article the word "year" shall have the same meaning as that period extending from one Annual General Meeting to the next Annual General Meeting.

4.2 The appointment of every officer requires ratification by simple majority vote at Annual General Meeting.

4.3 The President, Senior Vice Presidents and Treasurer of the WEI shall:-

- (a) be selected by the Executive from amongst the Full members of the WEI



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- (b) be appointed for a term not exceeding two years but upon expiration of that term shall become immediately eligible for re-election for a further term not exceeding two years after which second term eligibility for re-election shall not be reinstated within one year,
- (c) not during term of office occupy any other post as an officer of the WEI except that of chairman of a Commission.

4.4 The Vice President of the WEI shall:-

- (a) be selected from amongst and by the Full members of that country which is to organise and host the next immediate Annual General Meeting.
- (b) not during term of office occupy any other post as an officer of the WEI except that of chairman of a Commission,
- (c) hold office for a period not exceeding one year but upon expiration of that term shall immediately become eligible for election to any office of the WEI.

4.5 Neither the President nor any of the Senior Vice Presidents or Vice President of the WEI shall be immediately succeeded in office by a member domiciled in the country of domicile of the officer retiring from office.

4.6 Each of the President and Senior Vice Presidents shall be domiciled in a different country.

4.7 National Delegates shall be:-

- (a) selected by and from amongst the Full members of a country and in the event those members fail to agree a selection the National Delegate shall be selected by simple majority vote of the Executive.
- (b) appointed for a period of one year and upon expiration of that term shall become immediately eligible for re-election
- (c) not remain in office for a period exceeding six consecutive years unless it is that no other Full member is qualified and prepared to act as National Delegate in which case the sitting National Delegate shall remain in office from year to year and until such time as another qualified Full member is prepared to accept the office.

4.8 The chairman of any Commission shall:-

- (a) be selected by the Executive
- (b) appointed for a period of one year and upon expiration of that term shall become immediately eligible for re-election

4.9 The secretary general shall be selected by the Executive and appointed by the Executive on terms agreed between the Executive and the appointee.



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Article 5 : General Meetings.

5.1 The WEI shall each calendar year hold a general meeting as its Annual General Meeting at such a time and place as may be determined by the Executive provided that every Annual General Meeting shall be held no more than fifteen months after the last preceding Annual General Meeting.

5.2 All general meetings other than the Annual General Meeting shall be deemed Extraordinary General Meetings.

5.3 General meetings shall not be called without the issue to all members of at least twenty one days notice.

5.4 Extraordinary General Meetings may be called by the Executive or by the joint and written demand of at least thirty Full members in which latter case the meeting shall be required to be called by the Executive within ninety days of its receipt of such demand.

5.5 The accidental omission to give notice of a general meeting to any person entitled to receive it or the non-receipt of such notice by such person shall not invalidate any resolution passed or any proceeding at that general meeting.

5.6 No business shall be conducted at any general meeting unless at least fifteen Full members are present.

5.7 Every general meeting shall be chaired by the President or if necessary as provided for in Article 3.2. hereof.

5.8 Save as for otherwise expressly provided for in these Articles any resolutions put to a general meeting of the WEI shall be carried only if it receives the support of at least two-thirds of the valid votes cast and in the case of equality of votes the chairman shall have the casting vote.

5.9 Only Full members who have paid every subscription due to the WEI in respect of membership shall be entitled to vote at general meetings.

5.10 The number of votes available to be cast by any Full member eligible to vote under the provisions of Article 5.9 shall equal the number of Annual Subscription Units paid by that member for the Financial Year of the WEI immediately preceding the Financial Year in which the general meeting takes place except that each Full member shall have the right to vote by proxy for no more than one other Full member and such right of proxy shall always be evidenced in writing.

5.11 Prior to a general meeting voting on any resolution the number of votes available to be cast shall be determined by a roll call of voting members present at which roll call voting members shall be required to declare if they are also acting as proxy for a voting member not present.

5.12 At any general meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless the chairman before or upon the declaration of the result of the show of hands demands a poll or unless such a poll is demanded prior to the show of hands by at least six members entitled to vote.

5.13 Abstentions and spoiled votes shall not be taken account of in the determination of votes cast for or against any resolution voted upon by a general meeting.

Article 6 : Commissions.



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6.1 The Executive has the right to create committees to be known as Commissions and to delegate to such Commissions any of the powers held by Executive.

6.2 Commissions shall consist of such members as the Executive sees fit subject to the composition of each Commission reflecting as far as possible the international character of the WEI.

6.3 The total number of members of any Commission excluding its chairman shall not exceed the total number of countries represented in all classes of membership of the WEI.

6.4 Membership of a Commission shall be open to any member of the WEI but no member of the WEI shall be a member of more than three Commissions, except that a National Association shall have the right to nominate one of its members to act for it on one or all Commissions.

6.5 Each Commission through the person of its chairman or the elected spokesman therefore shall at each meeting of the Executive submit a verbal report of the proceedings of the Commission and shall submit a written report to each Annual General Meeting of the WEI.

6.6 The chairmen of a Commission may at any time change its composition but such change shall be deemed *ad interim* until approved by the Executive.

6.7 The proceedings of every Commission shall be held confidential to the WEI and shall not be disclosed to any outside party without the prior approval of the Executive.

6.8 The chairman of a Commission shall submit to the Executive not later than one month before the end of every fiscal year of the WEI a budget showing in detail the funds required by the Commission for the proper execution of its duties during the next fiscal year of the WEI which budget shall always be subject to the approval or otherwise of the Executive and the Annual General Meeting of the WEI.

Article 7 : Financial Administration

7.1 The WEI delegates to the Executive the responsibility for the preparation of the budget for the WEI and for the proper management of such budget in such a way that as to always ensure that the funds of the WEI are allocated to be expended in the following order of priority:-

- (i) the running and upkeep of an efficient secretariat,
- (ii) the preparation and publication of printed matter to be issued under the aegis of the WEI
- (iii) costs properly incurred by Commissions in execution of their duties,
- (iv) works undertaken by third parties on behalf of the WEI other than those which form a necessary part of (i), (ii) and (iii) of this Article
- (v) other expenditure.



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7.2 The Executive shall ensure that any and all expenses incurred under Articles 7.1 (i) and 7.1 (ii) hereof shall as far as possible be in the interest of all members and that those expenses incurred under Articles 7.1 (iii) and 7.1 (iv) hereof shall be in the interest of a significantly large number of members.

7.3 Notwithstanding the provisions of Article 7.1 hereof projects which are of interest to only a small number of members may be conducted within the framework of the WEI subject to such members being prepared to bear the total cost of such a project or projects other than the cost of administering the project through the Secretariat of the WEI.

7.4 In the absence of prior written approval from the Executive no Commission shall incur expenses beyond those allowed for in the budget of a Commission as approved under Article 6.8 hereof.

Article 8 : Dispute and Dissolution.

8.1 Any dispute arising with circumstances not covered by these Articles or the Memorandum of Association of the WEI shall be resolved by vote amongst members at a general meeting of the WEI.

8.2 In a general meeting specially convened for the purpose members of the WEI may upon an affirmative vote of at least three-quarters of the valid votes cast resolve to dissolve the WEI or to amend either or both of the Memorandum and Articles of Association of the WEI.

8.3 Abstentions and spoiled votes shall not be taken account of in the determination of votes cast in favour of or against any resolution voted upon at such a specially convened General Meeting.

Article 9 : Priority

In the event of any inconsistency between the English, French and German version of the Statutes, the English wording shall always prevail.