ARTICLE XIV

PAYMENT PERIOD, REVENUE AND SHARING OF EXPENSES

SECTION 1. PERIOD OF PAYMENT. The unit share payments allocated to Regular, Tool and Fastener members shall be paid on a quarterly basis during the year for which they are due on January 1, April 1, July 1 and October 1.

SECTION 2. REVENUE. The revenue of the Association shall be derived from the allocated unit shares of Regular, Tool and Fastener members, and miscellaneous income from sale of publications and other sources.

SECTION 3. CATEGORIES OF MEMBERS. For purposes of this Article there shall be three categories of members. Category A members shall include all Regular members with total worldwide sales from all operations equal to or greater than U.S. $100 million. Category B members shall include all Regular members with total worldwide sales from all operations less than U.S. $100 million. Category C members shall include all Tool and Fastener members.

SECTION 4. SHARING OF EXPENSES. The annual expenses of the operation and management of the Association, including the chief staff officer’s annual fee, travel expenses, office rent, supplies, product approval fees, publication costs, legal fees, meeting expenses, reserves and staff personnel, etc., shall be shared by the Regular, Tool and Fastener members of the Association based on an allocated unit share amount as determined from time to time by the Board of Directors. The unit shares shall be allocated as follows: Category A members shall pay two unit shares, Category B members shall pay one unit share and Category C members shall pay one unit share. The required contribution from each of the respective Regular, Tool and Fastener members shall be invoiced to the Regular, Tool and Fastener members by the Secretary, Treasurer, or Chief Staff Officer of the Association, and such invoices shall be due and payable by the respective Regular, Tool and Fastener members within twenty (20) days of the date of such invoice.

SECTION 5. DEFAULT AND TERMINATION OF MEMBERSHIP. When any member shall be in default in the payment of its share of the expenses of the Association, as invoiced therefore for a period of forty-five (45) days after the date of such invoice, in any such situation, the defaulting membership may thereupon be terminated by the Board of Directors in the manner provided in Article III.
SECTION 6. LIABILITY OF MEMBERS. The Association shall provide for the indemnification of the Association and all officers, directors, committee members, employees and agents of the Association to the full extent permitted by the General Not For Profit Corporation Act of the State of Illinois, and shall be entitled to purchase insurance for such indemnification to the full extent as determined from time to time by the Board of Directors of the Association.

ARTICLE XV

DISSOLUTION

Upon the dissolution of this Association, and after payment of all indebtedness of the Association, any remaining funds, investments and other assets of the Association shall be distributed to such organization or organizations which are then qualified as exempt within the meaning of section 501(c)(3), or Section 501(c)(6) (but only if the purposes and objectives of such organizations(s) are similar to the purposes and objectives of the Association) of the Internal Revenue Code of 1986 or the corresponding provisions of then existing federal laws, as may be determined by vote of the then members of the Association.

ARTICLE XVI

AMENDMENTS TO THE BY-LAWS

These By-laws may be altered, amended or repealed and new By-laws may be adopted by the majority of the members present at any regular meeting, or at any special meeting, provided that at least thirty (30) days written notice shall be given to each member of the intention to alter, amend, or repeal or to adopt new By-laws, at such meeting.

ARTICLE XVII

ELECTRONIC COMMUNICATIONS

Unless otherwise prohibited by law, (i) any action to be taken or notice delivered under these By-laws may be taken or transmitted by electronic mail or other electronic means; and (ii) any action or approval required to be written or in writing may be transmitted or received by electronic mail or other electronic means.