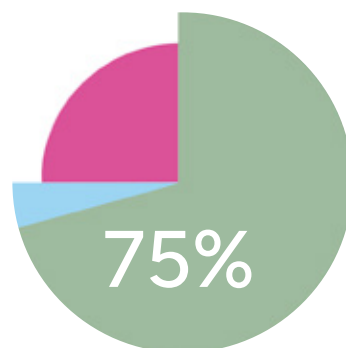




CAO SAVAMITT

ANCILLARY BENEFITS IN CASE OF INCAPACITY FOR WORK
FOR THE FASHION, INTERIOR, CARPET AND TEXTILE INDUSTRIES



1 JANUARY 2026 TO 31 DECEMBER 2028

Imprint



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Cao SAVAMITT

COLLECTIVE LABOUR AGREEMENT ON ANCILLARY BENEFITS IN CASE OF INCAPACITY FOR WORK FOR THE FASHION, INTERIOR, CARPET AND TEXTILE INDUSTRIES

1-1-2026 to 31-12-2028

Between:

1. **the association MODINT**, the employers' organisation for Fashion, Interior, Carpet and Textile;
as the party of the first part,
- and
1. **FNV**, established in Utrecht
2. **CNV**, established in Utrecht
3. **De Unie**, established in Culemborg
as the parties of the second part,

the following Collective Labour Agreement (*Collectieve Arbeidsovereenkomst*; hereinafter referred to as CAO) has been concluded for the period from 1 January 2026 to 31 December 2028.

Note: this text is a translation of the original Dutch SAVAMITT CAO. In case of any disputes or discrepancies, the Dutch version of the CAO as registered with the Ministry of Social Affairs and Employment shall prevail

Parties and term

Article 1

Definitions

1. Definitions

This CAO applies to:

- the employer that operates a company established in the Netherlands; or
- the division or branch located in the Netherlands of a company established outside the Netherlands,

which carries out activities or causes activities to be carried out that fall under:

- the fashion and interior industry; or
- the carpet and textile industry.

This CAO also applies to the employer that, within its company, division or branch, carries out or causes to be carried out such activities only as a (limited) part of its total activities..

The fashion and interior industry comprises:

- designing and/or procuring the design of; and/or
- developing and/or procuring the development of; and/or
- manufacturing and/or procuring the manufacture of; and/or
- processing and/or procuring the processing of; and/or
- modifying and/or procuring the modification of

textile articles into consumer items, consumable products, or semifinished products of that nature. These consumer items, consumable products, or semifinished products are the final product. The final product must consist predominantly of textile articles. "Processing" and/or "modifying/modification" are understood to not include the collection, sorting, cutting and disassembling of textile articles, nor such processing and/or modifying/modification as does not result in a finished product but in a raw material for further modification and/or processing into a finished product.

This CAO also applies to the employer that, within its company, division or branch, carries out or causes to be carried out such activities only as a (limited) part of its total activities.

The designing and/or procuring the design of, developing and/or procuring the development of, manufacturing and/or procuring the manufacture of, processing and/or procuring the processing of, or modifying and/or procuring the modification of textile articles comprises the following:

- an employer carries out, within its company, division or branch, one or more of the phases from designing through to the manufacturing of the final product; and/or
- an employer commissions third parties to carry out one or more of these phases

For all of the aforementioned activities, the following applies:

- a) they fall under the fashion and interior industry, regardless of the (new) techniques used to carry out said activities or have said activities carried out;
- b) this also includes the processing and/or modifying (or procuring the processing and/or modification of) textile articles for reuse (recycling), with the finished product primarily consisting of textile articles.

Textile articles are understood to constitute:

- clothing and/or clothing accessories and/or all other objects partially or wholly comprised of textiles; as well as
- clothing and/or clothing accessories and/or other objects made of materials that replace textiles, such as rubberised fabric, canvas, plastic, leather and fur.

Activities not falling under the Fashion and Interior Industry

Carrying out the following activities, or causing the following activities to be carried out, does not fall under the fashion and interior industry:

1. activities considered to constitute activities as defined in the description of the graphic media sector (*Grafimedia-bedrijf*) in the collective labour agreement for the graphic media sector (*cao Grafimedia*), as set out in the text that was declared generally binding by decision of the Minister of Social Affairs and Employment on 21 March 2023 in

the Netherlands Government Gazette 2023, no 10200 (it is not required for the employer to fall within the scope of or be bound by the collective labour agreement for the graphic media sector, as the present provision concerns only the activities described therein);

2. applying or procuring the application of legally required badges and/or logos and/or emblems and/or comparable (personal) signs and/or safety signs, as well as badges and/or logos and/or emblems and/or comparable (personal) signs and/or safety signs belonging to the customer, to ready-made textile articles directly purchased by the employer, where the employer has had no influence over the realisation of those textile articles other than the ordering of a standard product; for example, the application of a customer's company logo to standard clothing directly purchased by the employer;
3. procuring the performance of an individual modification, at the request of a private consumer or retailer, to a textile article belonging to that consumer (e.g. shortening trousers, adjusting or letting out the seams of a garment);
4. cleaning clothing and textiles, including the recycling, altering or repairing thereof as part of the cleaning process in laundries, dry cleaners and linen hire businesses;
5. the professional – that is, using the machines customary in the relevant line of business – dyeing (including over dyeing), dry cleaning, stain removal, pressing, ironing, reconditioning, pleating, decating, or pre-spotting of textile goods, leather or fur in textile-cleaning businesses, provided these activities generate at least 50% of the relevant business's turnover.

Excepted companies

The following companies are excepted:

1. a company that carries out activities falling within the fashion and interior industry
 - a. on a non-profit basis and exclusively for its own use within the relevant company itself, or
 - b. as a one-off activity, or as an activity of minor importance.
An activity is of minor importance only if less than twenty percent (20%) of the relevant company's annual turnover derives from the sale of one or more finished products that are the result of the carrying out of or procuring the performance of activities that fall within the fashion and interior industry;
2. a company that is subject to a different CAO which is generally declared universally applicable, and that derives less than fifty percent (50%) of its total turnover from the sale of one or more finished products that are the result of the carrying out of or procuring the performance of activities that fall within the fashion and interior industry. If less than fifty percent (50%) of the total turnover is derived as described in the preceding sentence, and the relevant company is not subject to a different CAO that has been declared universally binding, that company as a whole, and therefore all of its employees, are subject to the present CAO;
3. a company where at least fifty percent (50%) of the turnover relates to activities subject to the CAO for the Wholesale Trade in Textiles and Related Items (*Collectieve Arbeidsovereenkomst voor de Groothandel in Textielgoederen en aanverwante artikelen*) that has been declared universally binding (Netherlands Government Gazette 2023, no. 24145).
4. a company where at least fifty percent (50%) of the total hours worked relate to activities that fall within the scope of the CAO Retail Non-Food (Netherlands Government Gazette 2023, no. 5382).
5. a company that predominantly manufactures or procures the manufacture of finished products, of which the incorporated textile articles do not constitute a principal component, e.g. shoes (with the exception of sneakers), mattresses and furniture items. The same applies where materials are incorporated that replace incorporated textile articles, e.g. rubberised fabric, plastic, leather and fur;
6. a company that predominantly manufactures products that are subject to the CAO for the Footwear and Leather Goods Industry (*cao voor de schoen- en lederwarenindustrie*) or the CAO for Sailmaking, Tarpaulin Manufacturing, Tarpaulin Hire, Ship Riggers and Ship Chandleries (*cao voor zeilmakerijen, dekkledenvervaardiging, dekkledenverhuur, schepstuigerijen en de scheepsbenodigdheden-handel*; abbreviated as SZS), valid from 1 January 2023 up to and including 31 December 2024, for which acknowledgement of receipt was issued by the Ministry of Social Affairs and Employment on 2 May 2023;
7. a business that predominantly manufactures bespoke clothing.

The **carpet and textile industry** comprises:

1. manufacturing and/or procuring the manufacture of one-dimensional, elongated structures of varying thickness, such as yarns, tapes, ropes and the like, through the processing of animal, plant, semi-synthetic, synthetic and mineral fibres;
2. using these structures (e.g. yarn or fibre) to manufacture or procure the manufacture of two-dimensional flat structures, such as woven fabrics, knitted fabrics, carpets, nets and the like, with the exception of paper;
3. using these structures (e.g. yarn or fibre) to manufacture or procure the manufacture of three-dimensional products, such as socks, hoses and the like;
4. refining and/or procuring the refinement of these products by means of (surface) treatment (this entails the modification of properties and/or appearance, e.g. bleaching, dyeing, printing, 3D printing, finishing or coating);

5. modifying and processing and/or procuring the modification and processing of textile waste for the purposes of reuse (recycling), where the finished product predominantly consists of textile articles. For the purposes of this provision, modifying and/or processing does not include the collection, sorting, cutting and disassembly of textile articles, nor such modification or processing that results not in a finished product but in a raw material for processing and/or modifying into a finished product;
6. processing and/or procuring the processing of kapok and other fibrous materials.

Exceptions

The exceptions described under paragraphs 1, 2, 6 and 7 of the section above regarding excepted companies in the fashion and interior industry apply correspondingly to companies in the carpet and textile industry.

2. Employer

Any natural person or legal entity that engages in the Fashion, Interior, Carpet or Textile business within its company or division.

3. Employee

- a. Any person who has an employment contract within the meaning of Section 610 of Book 7 of the Dutch Civil Code with the employer, with the exception of persons who are not employees within the meaning of social security legislation and therefore are not mandatorily covered by employee insurance schemes, persons who are directors with the meaning of the Dutch Civil Code of a public limited company (*naamloze vennootschap*) or of a private limited company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), as well as school students, holiday workers and interns.
An intern is any person who, in the context of an education programme followed elsewhere, acquires practical experience within a company for a specified period of time.
- b. Any person who works from home with, as a rule, no more than two outside assistants, provided and to the extent that this person customarily:
 - I accepts all work offered, provided that it is suitable work that can be performed by the home worker within the statutory working week;
 - II delivers all work offered within a period reasonably determined, i.e. taking into account statutory working hours and the home worker's capacity, by the employer;
 - III performs the work personally, or at least predominantly personally, in accordance with instructions given by or on behalf of the employer;
 - IV complies with the holiday period agreed with the employer, with leave not being permitted outside said holiday period; and
 - V earns at least 40% of the statutory minimum wage and by virtue thereof falls under social security legislation.

4. Company

A work organisation operating as an independent unit in the Fashion, Interior, Carpet or Textile industry, within which work is performed under supervision.

5. SAVAMITT

The Foundation for Ancillary Benefits in the Event of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*Stichting Aanvullende Voorzieningen bij Arbeidsongeschiktheid Mode-, Interieur-, Tapijt- en Textielindustrie*), established in Zeist.

6. SAVAMITT Insurance

The insurance laid out in this CAO and in the Ancillary Benefits Regulations in the Event of Incapacity for Work in the Fashion, Interior, Carpet and Textile Industries that are appended to this CAO and which are deemed to form part of this CAO.

7. SAVAMITT Regulations

The Ancillary Benefits Regulations in the Event of Incapacity for Work in the Fashion, Interior, Carpet and Textile Industries administered by SAVAMITT.

8. SAVAMITT Benefits

The benefits paid out pursuant to this CAO and the SAVAMITT Regulations.

9. Gross salary:

The gross salary as described in the SAVAMITT Regulations.

10. WIA

The Work and Income (Capacity for Work) Act (*Wet werk en inkomen naar arbeidsvermogen*).

11. WGA

The Return to Work (Partially Disabled Persons) Regulations (*Werkhervattingsregeling gedeeltelijk arbeidsgeschikten*).

12. WGA salary-related benefit

The benefit as described in Section 59 of the WIA, to which the employee is entitled under certain conditions.

13. WGA salary top-up benefit

The salary top-up benefit as described in Section 60 of the WIA, to which the employee is entitled under certain conditions.

14. WGA follow-up benefit

The follow-up benefit as described in Section 60 of the WIA, to which the employee is entitled under certain conditions

15. UWV

The Employee Insurance Agency (*Uitvoeringsinstituut werknemersverzekeringen*), referred to in Chapter 5 of the Work and Income (Implementation Organization Structure) Act (*Wet structuur uitvoeringsorganisatie werk en inkomen*).

Article 2**WGA shortfall insurance, enhanced**

1. For the benefit of employees who have become incapacitated for work on or after 1 January 2026, and who in the event that their incapacity for work continues become eligible for a WGA benefit within the meaning of the WIA from 1 January 2028 onwards, a collective insurance policy is provided against the financial consequences of the WIA in the form of the so-called SAVAMITT Insurance, in the manner and under the conditions set out in this CAO, the SAVAMITT Regulations and the insurance conditions of Quantum Leben AG (WGA shortfall insurance, enhanced; *WGA Hiaat Uitgebreid*). The insurance is administered by Meijers Assuradeuren B.V.
2. The parties to this CAO have concluded an agreement for the benefit of their employees and employers with Meijers Assuradeuren B.V., trading under the name of Meijers, which is aimed at providing comprehensive collective coverage of the WGA shortfall. The risk carrier for this insurance is Quantum Leben AG.
3. The SAVAMITT Insurance provides a periodic disability benefit to insured employees as a supplement to the WGA salary-related benefit, the WGA salary top-up benefit or the WGA follow-up benefit. Depending on the situation, the so-called SAVAMITT Benefit supplements the difference between the old salary and the new salary to 75% or 70% in accordance with the following calculations:
 - a. If at least 50% of the residual earning capacity is utilised, the so-called gross SAVAMITT Benefit is calculated as follows: $75\% * \{\text{capped former salary} - (\text{new salary} * (\text{WIA salary} / \text{uncapped former salary}))\} - \text{statutory WGA benefit} - \text{statutory WW (unemployment) benefit}$.
 - b. If less than 50% of the residual earning capacity is utilised, the so-called gross SAVAMITT Benefit is calculated as follows: $70\% * \{\text{capped former salary} - (\text{new salary} * (\text{WIA salary} / \text{uncapped former salary}))\} - \text{statutory WGA benefit} - \text{statutory WW benefit}$.
 - c. If the incapacity for work is 80% or higher, the so-called gross SAVAMITT Benefit is calculated as follows: $75\% * \text{capped former salary} - \text{statutory WGA benefit} - \text{statutory WW benefit}$.

The "former salary" is defined as the most recently earned salary before the incapacity for work commenced (i.e. before the first day of sickness). To the extent that this most recently earned salary exceeds the maximum daily salary as referred to in Section 13, subsection 1 of the WIA, the capped former salary applies.

4. Within the calendar year up to and including 31 December, the employer is authorised and obliged to take out this insurance for the benefit of the employee within this collective framework. The employee in the employment of this employer is obliged to participate in this insurance taken out by the employer.
5. Notwithstanding the provisions in paragraph 4, this insurance need not be provided to
 - employees from the date two years before they reach the state pension age;
 - employees subject to a so-called no-risk policy (*no-riskpolis*) pursuant to a scheme of the UWV, during the time that policy applies.

The employees described in this paragraph are exempt from the obligations arising from this CAO.

6. The employer is liable for any claims that may arise if he has not concluded any insurance for his employees aimed at covering the WGA shortfall within this collective framework or otherwise and an employer has not obtained an exemption pursuant to Article 7 of this CAO.

Article 3 Implementation

1. The implementation of this CAO shall be carried out in accordance with SAVAMITT's Articles of Association and the SAVAMITT Regulations referred to in Article 2(7) which are appended to this CAO and are deemed to form part of it.
2. The implementation of this CAO and the aforementioned SAVAMITT Regulations is entrusted to SAVAMITT, which may, under its responsibility, delegate this implementation in whole or in part to organisations and/or persons as may be designated.
3. The employer is obliged to provide SAVAMITT with the information required to determine the contributions to be paid to SAVAMITT by the employer. The employer and employee are furthermore obliged to provide such information as SAVAMITT considers necessary for the proper implementation of this CAO.
4. SAVAMITT or Meijers as the administrator of the insurance is entitled to request information regarding gross salary as well as other information required for the implementation of the CAO from the UWV and the MITT sectoral pension fund (*Bedrijfstakpensioenfonds MITT*).

Article 4 Funding

1. For the funding of the SAVAMITT Insurance, the employer owes an annual premium which the employer is entitled to withhold from the employee's salary. The Board of SAVAMITT determines the amount of the premium.
2. For the employer participating in the SAVAMITT Insurance, the premium has been set at 0.25% of the gross salary, up to a maximum, with effect from 1 January 2026. Said maximum is equal to the maximum income assessable for the WIA on an annual basis as it applies on 1 January of each calendar year. Any changes to that amount with retroactive effect are not taken into account. The Board of SAVAMITT may grant a discount on this premium.
3. From 1 January 2026 onwards, the costs of the SAVAMITT Insurance set out in this CAO are covered by a compulsory premium paid by the employees.
4. The employer is entitled to withhold the above-mentioned premium from the employee's gross salary. The employer is obliged to pay the premiums withheld from his employees' gross salaries to Meijers Assuradeuren B.V., trading under the name Meijers. The employee is entitled to receive at least the statutory minimum wage applicable to them, following deduction of the premium from his salary.

Article 5 Conditions for entitlement to benefits

The conditions for eligibility for a benefit under the SAVAMITT Insurance referred to in Article 3 are set out in more detail in the SAVAMITT Regulations and the insurance conditions of Quantum Leben AG.

Article 6 Dispensation

1. An employer or employee may request dispensation from the application of one or more provisions in this CAO. An employer may only request such on the following grounds: equivalent in-house scheme, new employer or other special circumstances. An employee may only request such on the grounds of conscientious objection. A request for dispensation must be submitted in writing or by email to the Board of SAVAMITT (PO Box 762, 3700 AT Zeist). The Board of SAVAMITT is authorised to decide on dispensation requests. The procedure, powers, procedures and grounds on which dispensation can be granted are recorded in the Dispensation Regulations (*reglement Dispensatie*). These regulations form part of this CAO.
2. The employee who was granted dispensation from the previous CAO on the grounds of conscientious objection is also granted dispensation from all provisions of this CAO if and for as long as that employee continues to be exempted, on the grounds of those conscientious objections, by the Social Insurance Bank from obligations under the WIA. In other words, this employee need not submit a new request for dispensation. Dispensation from this CAO is subject to the Dispensation Regulations (*reglement Dispensatie*).

Article 7

Appeal

In the event that an employer or employee does not agree with a decision by the Board of SAVAMITT, that employer or employee may lodge an appeal. An appeal against a decision by SAVAMITT must be submitted to the parties to this CAO in the Fashion, Interior, Carpet or Textile industry. The appeal must be lodged in writing within one month following the date on which the decision by the Board of SAVAMITT was notified to the relevant employer or employee.

Article 8

Damages

1. The parties to this CAO transfer their powers pursuant to Section 15 (in conjunction with Section 16) of the Collective Agreements Act (*Wet op de collectieve arbeidsovereenkomst 1927; Wet CAO*) as well as their powers pursuant to Section 3, subsection 4 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (*Wet op het algemeen verbindend en het onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten 1937; Wet AVV*), to claim damages from the employer who acts in breach of the provisions of this CAO, or in breach of the regulations appended to this CAO which are deemed to form part thereof, to the Board of SAVAMITT.
2.
 - a. The employer who fails to comply, fails to comply in time, or fails to comply in full with a request from SAVAMITT to provide the information described in this CAO or in the regulations, as well as the employer who provides incorrect information, shall, following a formal warning and notice of default, owe SAVAMITT immediately due and payable damages of up to €5,000 per breach, which damages must be paid at SAVAMITT's first request.
 - b. SAVAMITT is authorised to determine the amount of the damages owed pursuant to the preceding paragraph.
3.
 - a. SAVAMITT shall use the damages received for the benefit of the collective interests of employers and employees in the Fashion, Interior, Carpet or Textile industry.
 - b. SAVAMITT shall provide the parties to this CAO with an annual overview of the damages received and the policy it pursued with regard to its authority referred to in paragraph 2(b) as well as the allocation of the amounts received.

Article 9

Hardship clause

In situations where the application of this CAO in conjunction with the SAVAMITT Regulations leads to unforeseen unfairness, SAVAMITT may decide differently.

Article 10

Duration

1. This CAO is concluded for the period from 1 January 2026 up to and including 31 December 2028. As such, this CAO has an expressly temporary nature and any entitlement to benefits that may derive from this CAO are strictly conditional.

The CAO shall terminate by operation of law, without any notice thereof being required. This CAO replaces and succeeds the Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries 2023-2025 (*Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Mode-, Interieur-, Tapijt- en Textielindustrie 2023-2025*).

2. Towards the end of the period referred to in the preceding paragraph, the parties to this CAO shall enter into new consultations on the prolongation or renewal of this CAO after the end of said period.

Bijlage I

Dispensation Regulations

Article 1 Definitions

- 1. Board**
The Board of SAVAMITT.
- 2. CAO**
The Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*cao inzake Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Mode-, Interieur-, Tapijt- of Textielindustrie*).
- 3. Cao-parties**
The employers' organisations and employees' organisations that are party to the CAO.
- 4. Meijers Assuradeuren B.V.**
Administrator of the insurance, trading under the name of Meijers.
- 5. Quantum Leben AG**
Insurer/risk carrier.
- 6. Dispensation request**
A request by an employer or employee for dispensation from one or more provisions of the CAO.
- 7. Regulations**
The present Dispensation Regulations.
- 8. SAVAMITT**
The Foundation for Ancillary Benefits in the Event of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*Stichting Aanvullende Voorzieningen bij Arbeidsongeschiktheid Mode-, Interieur-, Tapijt- en Textielindustrie*), established in Zeist.
- 9. Employer**
The employer as described in the CAO.
- 10. Employee**
The employee as described in the CAO.

Article 2 Authority

1. The Board has the authority to decide on dispensation requests.
2. The Board may entrust the preparation for decisions on dispensation requests to a special dispensation committee.
3. After expiry of the duration of the CAO, the Board remains authorised to decide on dispensation requests submitted during the duration the CAO.

Article 3 Grounds for dispensation for an employer

The Board shall exercise restraint in the granting of dispensation to employers. A dispensation request by an employer may only be granted in whole or in part on the grounds described in the following. The Board may refuse dispensation from one or more Articles of the CAO at any time.

a. Equivalent or better in-house scheme

The Board may grant an employer dispensation from one or more provisions of the CAO if that employer has implemented an in-house scheme which, in the Board's opinion, is at least equivalent to the scheme provided for in the CAO provision from which dispensation has been requested. See Article 7(1) for the rights and obligations of the employer and its employees where dispensation is granted on these grounds.

b. New employer

For the purposes of this ground for dispensation, a new employer is an employer who has not applied the previous SAVAMITT CAO because that employer did not fall within the scope of that CAO at that time. The Board may grant a new employer dispensation from one or more CAO provisions if, in the Board's opinion, it cannot reasonably be required of the employer to apply the relevant provisions in full.

c. Other special circumstances

The Board may grant an employer dispensation from one or more CAO provisions if, in the Board's opinion, that employer's situation differs so strongly from the other employers in the industry or in one of the MITT sectors that said employer cannot reasonably be expected to apply the relevant CAO provisions without qualification.

Article 4**Grounds for dispensation for an employee**

An employee may have conscientious objections against insurance pursuant to the Work and Income (Capacity for Work) Act (*Wet werk en inkomen naar arbeidsvermogen; WIA*). Based on these conscientious objections, an employee may be exempted by the Social Insurance Bank from his obligations under the WIA. The Board may grant in whole or in part a dispensation request by an employee who has received such an exemption from the Social Insurance Bank.

Article 5**Procedure for dispensation for an employer**

1. A dispensation request by an employer must be submitted in writing or by email by the employer to the Board. The request must minimally state / include:
 - a. The name and address of the employer;
 - b. The date of the dispensation request;
 - c. The employer's signature;
 - d. The CAO provisions from which the employer wishes to obtain dispensation;
 - e. In the event of a dispensation request based on Article 3(a) (*Equivalent or better in-house scheme*):
 - A precise and motivated description of the in-house scheme that, if the dispensation request should be granted, would apply at the employer; and
 - The premium the employer owes to the insurer for that in-house scheme. The premium is expressed as a percentage of the gross salary, subject to a maximum (as referred to in Article 4(2) of the CAO), of all the employer's employees liable to pay premiums.
 - f. A precise description of the facts and the employer's arguments why dispensation should be granted;
 - g. The period during which dispensation from the CAO is requested;
 - h. Documentary evidence demonstrating that the works council or, if such a body does not exist, the employee representative body (within the meaning of Section 35c of the Works Councils Act), has been informed by the employer about its decision to submit a dispensation request, as well as documentary evidence demonstrating the position of the works council or employee representative body with regard to the dispensation request. If no works council or employee representative body has been established at the employer, the request must include documentary evidence demonstrating that the staff meeting (within the meaning of article 35b of the Works Councils Act) has been informed by the employer.
2. The Board shall send the employer a confirmation of receipt, in writing or by email, within two weeks following the Board's receipt of the dispensation request. This confirmation of receipt shall include a reference to these regulations as regards the procedure.
3. The Board may deal with the dispensation request in a meeting, in writing, by email, by telephone or in a different manner.
4. The Board may request the employer to provide further information and/or specific documents. The Board determines the term, manner and format in which the employer must provide this information. The dispensation request shall not be processed further so long as the requested information has not been received. The Board may reject the dispensation

request if it has not received the requested information within the set term, in the required manner and/or in the required format.

5. The Board has the option to hear the employer or its authorised representative. The employer may be assisted by an expert.
6. Within thirteen weeks following the Board's receipt of the request, the Board shall decide on the dispensation request. The Board may twice extend this term by four weeks. The Board shall inform the employer of such an extension in writing or by email.
7. If the Board has requested additional information as referred to in Article 5(4), the term referred to in Article 5(6) shall be extended by the period between the day on which the request for additional information was submitted and the day on which all requested information is received by the Board.
8. If the Board has scheduled a hearing as referred to in Article 5(5), the term referred to in Article 5(6) shall be extended by the period between the day on which the date of the hearing is notified to the employer and the day on which the hearing takes place.
9. Within two weeks after the decision on the dispensation request has been taken, the Board shall notify the employer of its decision in writing or by email. The notification shall include reasons for the decision. The notification shall also state any additional conditions attached to the dispensation as referred to in Article 8(1) of these regulations.

Article 6

Procedure for dispensation for an employee

1. A dispensation request by an employee must be submitted in writing or by email by the employee to the Board. The request must minimally state / include:
 - a. Naam en adres van de werknemer;
 - b. Naam en adres van de werkgever van de werknemer;
 - c. Dagtekening van het dispensatieverzoek;
 - d. Ondertekening door de werknemer;
 - e. Van welke cao-bepalingen de werknemer wil worden gedispenseerd;
 - f. De periode waarover dispensatie van de cao wordt verzocht;
 - g. Een bewijsstuk waaruit blijkt dat de werknemer vanwege gemoedsbezwaren door de Sociale Verzekeringsbank is ontheven van zijn verplichtingen op grond van de Wet werk en inkomen naar arbeidsvermogen (WIA).
2. The Board shall send the employee a confirmation of receipt, in writing or by email, within two weeks following the Board's receipt of the dispensation request. This confirmation of receipt shall include a reference to these regulations as regards the procedure.
3. The Board may deal with the dispensation request in a meeting, in writing, by email, by telephone or in a different manner.
4. The Board may request the employee to provide further information and/or specific documents. The Board determines the term, manner and format in which the employee must provide this information. The dispensation request shall not be processed further so long as the requested information has not been received. The Board may reject the dispensation request if it has not received the requested information within the set term, in the required manner and/or in the required format.
5. Within thirteen weeks following the Board's receipt of the request, the Board shall decide on the dispensation request. The Board may twice extend this term by four weeks. The Board shall inform the employee of such an extension in writing or by email.
6. If the Board has requested additional information as referred to in Article 6(4), the term referred to in Article 6(5) shall be extended by the period between the day on which the request for additional information was submitted and the day on which all requested information is received by the Board.
7. Within two weeks after the decision on the dispensation request has been taken, the Board shall notify the employee of its decision in writing or by email. The notification shall include reasons for the decision. The notification shall also state any additional conditions attached to the dispensation as referred to in Article 8(1) of these regulations.

Article 7

Conditions

1. In the event dispensation is granted on the grounds of Article 3(a) (*equivalent or better in-house scheme*), the employer and its employees have the following rights and obligations:
 - a. All employees of the employer who, if dispensation were not granted, would have been obliged to participate in the SAVAMITT Insurance must participate in the employer's in-house scheme; and
 - b. The employer is authorised to withhold the premium the employer owes to the insurer of its in-house scheme from the employee's gross salary per pay period. The deduction may not exceed the amount of the premium that the employer owes to the insurer for the relevant employee. The deduction may also not exceed the amount of the premium that the employer would have been authorised to withhold, based on Article 5 of the CAO, for the participation in the SAVAMITT Insurance if no dispensation had been granted. The employer is obliged to remit the premiums withheld to the insurer of its in-house scheme in accordance with the agreements established between the employer and its insurer regarding these matters.

Article 8

Decision on the dispensation request

1. The Board may grant the dispensation request in whole, grant it in part, or reject it in whole, depending on whether, in the Board's opinion, one of the grounds as referred to in Articles 3 and 4 of these regulations has been satisfied. The Board may attach further conditions to the granting of a dispensation request, in addition to the conditions set out in Article 7.
2. If the dispensation request is granted in whole or in part, the Board shall decide the period for which the employer or employee is granted dispensation. Where an employer is granted dispensation, the period of dispensation shall at most be equal to the duration of the agreement between SAVAMITT and Meijers Assuradeuren, and may be shorter if the Board so decides. Where an employer is granted dispensation on the grounds of Article 3(a) and the employer's insurance agreement terminates before the termination date of the agreement between SAVAMITT and Meijers Assuradeuren, the period of dispensation shall at most be equal to the duration of the employer's insurance agreement.
3. The Board must reject the dispensation request if, in the Board's opinion, the grounds referred to in Articles 3 and 4 of these regulations have not been satisfied.
4. The dispensation request shall be rejected if the Board is unable to reach a decision because the votes are tied.

Article 9

Withdrawal of a granted dispensation

1. The Board may withdraw a granted dispensation if the ground as referred to in Articles 3 and 4 on which the dispensation was granted is no longer satisfied, if the conditions as referred to in Article 7 are no longer complied with and/or if the further conditions as referred to in Article 8(1) of these regulations are no longer complied with.
2. The Board may withdraw a granted dispensation at the request of the employer or employee to whom dispensation has been granted. The Board may grant a request for withdrawal in whole, grant it in part, or reject it in whole. The Board may attach conditions to the granting of a request for withdrawal.

Within two weeks after a decision on a request for withdrawal has been taken, the Board will notify the employer or employee (depending on whether dispensation had been granted to the employer or the employee) of the decision in writing and/or per email. The notification will state reasons for the decision on the withdrawal request.

Bijlage II

Regulations (SAVAMITT Regulations)

Ancillary Benefits Regulations in the Event of Incapacity for Work in the Fashion, Interior, Carpet and Textile Industries (SAVAMITT Regulations)

Article 1 Definitions

In these Regulations, the following terms are defined as follows:

a. Employer

The employer within the meaning of the Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries.

b. Employee

The employee within the meaning of the Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries.

c. Gross salary

1. "Gross salary" means the employee's fixed monetary salary as applying on the reference date and calculated as annual amount, including holiday allowance; the thirteenth month payment; Christmas or year-end bonus; fixed personal allowances; other fixed allowances (provided these have been agreed in writing with the employer); and commission allowances determined in the year preceding the current year.
2. The reference date for the determination or redetermination of the gross salary is:
 - the first day of each calendar year;
 - if the employee becomes or again becomes subject to the SAVAMITT CAO in the course of a calendar year: the date on which participation in the SAVAMITT CAO commences or resumes;
 - if the employee enters into an employment contract with a different employer in the course of the calendar year: the date on which the new employment contract becomes effective.
3. If on the date of determination or redetermination of the gross salary as referred to in paragraph 2 above the employee is temporarily not owed a salary or his normal salary because the employee:
 - is receiving a benefit under the Unemployment Insurance Act (*Werkloosheidswet; WW*) due to full or partial unemployment during the term of the employment contract
 - is making use of leave under the Parental Leave Act (*Wet op het ouderschapsverlof*);
 then, with due observance of the provisions laid out in the foregoing, the gross salary that the employee would have earned if it were not for this absence will be regarded as the employee's gross salary.

d. WIA

The Work and Income (Capacity for Work) Act (*Wet werk en inkomen naar arbeidsvermogen*).

e. WGA

The Return to Work (Partially Disabled Persons) Regulations (*Werkhervattingsregeling gedeeltelijk arbeidsgeschikten*).

f. WGA- salary-related benefit

The benefit as described in Section 59 of the WIA, to which the employee is entitled under certain conditions.

g. WGA salary top-up benefit

The salary top-up benefit as described in Section 60 of the WIA, to which the employee is entitled under certain conditions.

h. WGA follow-up benefit

The follow-up benefit as described in Section 60 of the WIA, to which the employee is entitled under certain conditions.

i. Insurer

The insurance company with which the Board of SAVAMITT has concluded an agreement to insure against the financial consequences of the WIA in the context of the SAVAMITT CAO.

j. UWV

The Employee Insurance Agency (*Uitvoeringsinstituut werknemersverzekeringen*), referred to in Chapter 5 of the Work and Income (Implementation Organization Structure) Act (*Wet structuur uitvoeringsorganisatie werk en inkomen*).

k. SAVAMITT

The Foundation for Ancillary Benefits in the Event of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*Stichting Aanvullende Voorzieningen bij Arbeidsongeschiktheid Mode-, Interieur-, Tapijt- en Textielindustrie*), established in Zeist.

l. SAVAMITT Insurance

The insurance scheme provided for in the CAO and these Regulations.

m. CAO or SAVAMITT CAO

The Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*cao inzake Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Mode-, Interieur-, Tapijt- of Textielindustrie*).

Article 2**Risicobeperking en financiering**

1. The pre-existing risk (*inlooprisko*) of the employer is not insured. The employer is responsible for any claims that may arise therefrom.
2. Upon admission to the insurance, the employer as referred to in paragraph 1 may be required to pay an additional single premium (*inkoopsom*) based on the company's disability risk.
3. Up to 2029, the employer shall owe a premium to the Insurer for the employer's employees participating in the collective insurance pursuant to the CAO.

The amount of the premium is determined by the Board of SAVAMITT.

Article 3**Conditions for insurance claims**

1. In order to qualify for entitlement to a SAVAMITT Benefit under the concluded collective SAVAMITT Insurance:
 - a. the employer must have registered its company and its employees with the insurer in a timely manner, using the forms designated for that purpose;
 - b. the employer must, in the event that an employee becomes incapacitated for work, notify the Insurer immediately after forty-two weeks of incapacity for work, and must subsequently again notify the Insurer after 104 weeks of incapacity for work;
 - c. the employee must have become entitled to a WGA benefit on or after 1 January 2028;
 - d. the employee and/or the employer must immediately provide the Insurer with a copy of the UWV's decision regarding the WGA benefit and other relevant documentation, such as the action plan and the rehabilitation report;
 - e. the employer and/or the employee must immediately notify the Insurer of any full or partial recovery, any change in the degree of incapacity for work, or any resumption of work;
 - f. the employer and/or the employee must furthermore provide the Insurer with all information deemed necessary for the determination of the SAVAMITT benefit;
 - g. the employer and the employee must furthermore meet the insurance requirements of Quantum Leben AG.
2. Any entitlement to a SAVAMITT Benefit shall lapse if the employee or employer deliberately provides incorrect information.
3. No SAVAMITT Benefit shall be granted for incapacity of work that has arisen, been caused or been aggravated: whether directly or indirectly by armed conflict, civil war, insurrection, domestic civil commotion, riot or mutiny.

These six forms of warlike operations and the definitions thereof form part of the text filed with the Registry of the District Court of The Hague by the Dutch Association of Insurers on 2 November 1981. In the event that a situation as described in the foregoing occurs, the Insurer shall consult with the Board of SAVAMITT before reaching a decision

Article 4

Amount and duration of the SAVAMITT benefit

1. The amount and duration of a SAVAMITT Benefit are determined by the Insurer in accordance with the CAO, these regulations and the insurance conditions agreed between SAVAMITT and the Insurer.
2. Already payable SAVAMITT benefits are increased annually in accordance with the WIA index, capped at 3% per year.

Article 5

Payment of the SAVAMITT Benefit

1. The SAVAMITT Benefit is paid by the Insurer to the employee on a monthly basis.
2. The Insurer shall deduct the income tax and national insurance contributions owed and other compulsory deductions from the SAVAMITT Benefit paid directly to the employee.

Article 6

Termination of the SAVAMITT benefit

The entitlement to the SAVAMITT Benefit shall terminate in accordance with the insurance policies of Quantum Leben AG.

Article 7

Unforeseen cases

In unforeseen cases, the Board of SAVAMITT shall decide.

Article 8

Entry into force

These (amended) Regulations shall enter into force on 1 January 2026.

Bijlage III

Articles of Association

Of the foundation for Ancillary Benefits Regulations in the Event of Incapacity for Work in the Fashion, Interior, Carpet and Textile Industries

Article 1

Name and registered office

1. The foundation is named: *Stichting Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Mode-, Interieur- Tapijt- en Textielindustrie* (SAVAMITT), hereinafter referred to as “the Foundation”.
2. The Foundation has its registered office in Zeist.

Article 2

Objects

The objects of the Foundation are as follows:

1. To arrange the collective insurance of the employees who are subject to the Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*cao Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Mode-, Interieur-, Tapijt- en Textielindustrie*) and who become incapacitated for work on or after one January two thousand and four and who upon continuation of such incapacity for work become eligible for a WGA benefit (*Werkhervattingsregeling Gedeeltelijk Arbeidsgeschikten*; Return to Work (Partially Disabled Persons) Regulations) within the meaning of the Work and Income (Capacity for Work) Act (*Wet werk en inkomen naar arbeidsvermogen*; WIA), as well as the funding thereof.
2. To support, by all lawful means, employees in the Fashion, Interior, Carpet and Textile industries who have become fully or partially unemployed during the period in which they were employed in said industries with their occupational rehabilitation, with a view to improving their social and/or labour market position, taking into account further procedural conditions to be determined to the Board.

Article 3

Voluntary participation

The Board is authorised to, at its discretion and subject to such conditions as may be determined, permit an employer to voluntarily participate in the collective insurance as referred to in Article 2, paragraphs 1 and 2, at that employer's written request.

The Board is furthermore authorised to, at its discretion and subject to such conditions as may be determined, to permit a director and major shareholder (*directeur-groootaandeelhouder*), as well as that director and major shareholder's spouse and family members, who are voluntarily insured with the UWV for the WAO or the WIA, to voluntarily participate in the collective insurance as referred to in Article 2, paragraphs 1 and 2, at their written request.

Article 4

Duration

The Foundation is established for an indefinite period of time.

Article 5

Funds

The funds of the Foundation consist of:

- a. the Foundation capital;
- b. the premiums paid to the Foundation by the employees in accordance with the Collective Labour Agreement on Ancillary Benefits in Case of Incapacity for Work for the Fashion, Interior, Carpet and Textile Industries (*cao Aanvullende Voorzieningen bij Arbeidsongeschiktheid voor de Fashion, Interior, Carpet or Textile Industry*; the SAVAMITT CAO) for the purpose of funding the Foundation's objects;
- c. contributions, donations, interest and subsidies;
- d. other income.

Article 6

Board

1. The Board of the Foundation consists of eight natural persons.
2. These members of the Board are appointed as follows:
 - four members of the Board are appointed by the association established in Zeist known as *MODINT, ondernemersorganisatie voor mode, interieur, tapijt en textiel*;
 - one member is appointed by the association established in Amsterdam known as *FNV Bondgenoten*;
 - one member is appointed by the association established in Houten known as *CNV Vakmensen*;
 - one member is appointed by the association established in Culemborg known as *De Unie, vakbond voor industrie en dienstverlening*; and
 - one member is appointed by the collective employees' organisations.
3. An alternate member may be appointed for each member of the Board, in the same manner as the relevant Board member was appointed. A Board member may at all times have his alternate take his place. Hereinafter, any reference to a Board member includes that Board member's alternate as well. The alternate's powers only take effect in the event of actual replacement.
4. Each year, the Board appoints two chairs/secretaries from among its members, one of whom acts as chair, with the other acting as vice-chair/secretary.
5. In even calendar years, the acting chair is chosen from among the representatives of the employees and the acting vice-chair/secretary is chosen from among the representatives of the employers.
6. In odd calendar years, the acting chair is chosen from among the representatives of the employers and the acting vice-chair/secretary is chosen from among the representatives of the employees.
7. Membership of the Board shall terminate upon a member's death or written resignation. Membership also terminates in the event that the organisation that appointed the relevant member of the Board withdraws said appointment and has notified all other serving Board members thereof in writing.

Article 7

Powers of the Board

1. The Foundation is represented at law and otherwise by the Board, as well as jointly by the chair and secretary.
2. The Board is charged with the administration of the Foundation's affairs and the management of its assets.

Article 8

Secretariat

The implementation of decisions taken by the Board, the conduct of correspondence, the compilation of reports and so forth is handled by the secretariat referred to in Article 7 of the Articles of Association of *Stichting Vakraad voor de Mode-, Interieur-, Tapijt- en Textielindustrie* (Foundation for the Joint Committee for the Fashion, Interior, Carpet and Textile Industries), under the supervision of the employee authorised by the Board referred to in that article.

Instructions for the secretariat's working procedures shall be determined by the Board.

Article 9

Committees

1. The Board may assign specific activities to committees to be appointed for that purpose, from its own members or otherwise.
2. The secretariat employee authorised by the Board acts as secretary of these committees by virtue of his office.

Article 10

Meetings

1. The Board meets at least once per year and additionally as often as deemed necessary by the chair and secretary, or two members of the Board, or the secretariat employee authorised by the Board.
2. The manner and notice period for convening meetings shall be determined by resolution of the Board.
3. Members of the Board shall receive reimbursement of travel expenses for their attendance at meetings, as well as an attendance fee to be paid by the Foundation, in accordance with rules to be determined by the Board.

Article 11

Decision-making

1. Each Board member has one vote at meetings, provided that the number of employers' representatives in attendance is equal to the number of employees' representatives in attendance.
Where this is not the case, each Board member on the employers' side shall have a number of votes equal to the number of attending Board members on the employees' side, and each Board member on the employees' side shall have a number of votes equal to the number of attending Board members on the employers' side.
The secretariat employee authorised by the Board and the administrator have an advisory vote.
2. Except where these Articles of Association provide otherwise, the Board's resolutions are adopted by an absolute majority of the votes cast in a meeting attended by at least half of the number of Board members representing the employers and at least half of the number of Board members representing the employees.
If no resolutions can be adopted at a meeting because the required number of Board members is not present, a subsequent meeting shall be convened as soon as possible at which the relevant resolution shall be adopted regardless of the number of attending Board members. In that case, a resolution on the relevant matter may be adopted by a two-thirds majority of the votes validly cast.
3. Matters concerning persons will exclusively be voted on in writing at meetings by sealed and unsigned ballots. Business matters will be voted on orally by roll call, unless it is decided to vote in writing.
4. When determining the number of validly cast votes, blank votes and invalid votes shall not be counted.
5. In the event of a tied vote, the relevant matter will again be voted on at a meeting to be held as soon as possible thereafter; if the vote at this subsequent meeting is again tied, the matter shall be removed from the agenda if the vote concerns business matters, and the matter will be decided by lot if it concerns persons.
6. Resolutions may also be adopted outside meetings, provided that they are unanimously adopted by written vote by all Board members.
7. The Board may seek external expert advice for its decision-making. The relevant experts have an advisory vote.

Article 12

Financial year/Budget

1. The Foundation's financial year coincides with the calendar year.
2. Before 1 July of each year, the Board shall adopt the budget and the policy plan for the coming financial year. The budget is structured and itemised in accordance with the spending purpose as referred to in Article 2 and the provenance of the funds as referred to in Article 5. The budget is available for inspection by the employers and employees involved with SAVAMITT.

Article 13

Accounts, accountability and annual statements

1. The Board is obliged to keep or arrange for the keeping of records of the Foundation's financial position such that its rights and obligations may be ascertained from these records at all times.
2. Within six months following the end of a financial year, the Board shall prepare a (financial) report on the relevant financial year, in which the Board accounts for the policy pursued. The (financial) report is structured and itemised in accordance with the spending purposes outlined in the budget and shall faithfully reflect the size and composition of the Foundation's assets and their development throughout the financial year.
3. The (financial) report referred to in paragraph 2 shall be audited by a registered accountant (*registeraccountant*) or accounting consultant with certification authority (*accountant-administratieconsulent met certificerende bevoegdheid*) appointed by the Board, as evidenced by a written report issued by that accountant or consultant. The (financial) report shall be adopted by the Board and signed by the chair and the secretary by way of confirmation thereof.
4. The (financial) report and the audit certificate shall be made available at the following locations for inspection by the employers and employees involved with the Foundation:
 - a. the Foundation's office;
 - b. one or more locations to be designated by the Minister of Social Affairs and Employment.
5. A copy of the (financial) report and the audit certificate shall be sent to the employers and employees involved with the fund at their request, against payment of the associated costs.
6. Adoption of the (financial) report serves to discharge the administrator from liability for the financial management conducted.
7. The Board or as the case may be the administrator is obliged to retain the documentation referred to in paragraphs 1, 2 and 3 for a minimum of seven years.

Article 14

Beheer geldmiddelen

1. The administrative and financial management will be conducted under the Board's responsibility and in accordance with instructions determined by the Board, by an administrator appointed by the Board until notice of termination.
2. Available funds shall be deposited into a bank account or postal giro account in the name of the Foundation managed by the administrator.
3. To the extent that funds belonging to the Foundation are available for investment, these funds shall be invested by the administrator under the responsibility of the Board, taking account of reasonable requirements with regard to liquidity, return and risk diversification.
4. The asset values belonging to the Foundation must be kept at the administrator's office or with a Dutch banking institution.
5. The administration costs will be defrayed using the available funds. Administration costs include costs for the collection of funds, as well as costs incurred for the benefit of the Board and costs incurred in connection with the holding of meetings.

Article 15

Reglementen

1. The Board may adopt and amend regulations. However, such regulations may not contain any provisions contrary to the law or these Articles of Association.
2. Resolutions to adopt or amend regulations are subject to the provisions in Article 16, paragraphs 2 and 3.

Article 16

Amendment of the Articles of Association and dissolution of the Foundation

1. The Board is authorised to amend the Articles of Association or to dissolve the Foundation.
2. The resolution to amend the Articles of Association or to dissolve the Foundation may only be adopted by a majority of at least two-thirds of the votes validly cast in a meeting at which all Board members are present or represented by a representative with written authorisation.

Where the resolution concerns a proposal for amendment of the Articles of Association, the full text of the proposed amendment must be enclosed with the notice convening the meeting.

3. A resolution to amend the Articles of Association or to dissolve the Foundation must be approved by all organisations cooperating within the Foundation.
4. An amendment of the Articles of Association shall be effected by notarial deed. Any member of the Board or the secretariat employee authorised by the Board is authorised to have the deed executed upon presentation of an extract from the minutes of the relevant meeting.
5. Upon dissolution of the Foundation, the Board is charged with the liquidation, unless other persons have been appointed for that purpose in the Board resolution to dissolve the Foundation.
6. During the liquidation, the Articles of Association shall continue to apply to the greatest possible extent.
7. Any liquidation surplus and assets remaining upon liquidation shall be transferred to the Board of *Stichting Vakraad voor de Mode-, Interieur-, Tapijt- en Textielindustrie* or its legitimate successor, who must apply this surplus and those assets in furtherance of a purpose as consistent as possible with the Objects of the Foundation.

Article 17

Entry into force of amendments to regulations and to the Articles of Association

Regulations and the amendments made to the Articles of Association and to regulations shall only enter into force when a complete copy of those documents or of the amendments to those documents, signed by the Board or jointly by the chair and secretary, has been filed for inspection by any party with the Court Registry of the Court of Utrecht, Subdistrict Sector, in Utrecht.

Article 18

Registration in the Register of Foundations

1. The Board is obliged to register the Foundation in the Register of Foundations, kept by the Chamber of Commerce and Industry (*Kamer van Koophandel en Fabrieken*) for the territory within which the Foundation has its registered office, and to file an officially certified copy of the deed or an officially certified extract from the deed containing the Articles of Association with that Register.
2. The Board shall ensure that the surname, given names, place of residence and address as well as the birth date of all Board members and all other persons who are authorised to represent the Foundation are at all times recorded in the aforementioned Register.

Article 19**Final provision**

All matters not provided for by these Articles of Association or any regulations shall be decided by the Board.

