

## **Terms and Conditions – Membership Steel Framing Industry Association**

In accordance with the terms and conditions (Article 1.7), membership in the association may be suspended or terminated for failure to comply with Association By Laws, non-payment of dues, or other reason, Members also have the right to resign their membership (Article 1.6).

Under these circumstances, the terms and conditions stipulate that “No monies shall be refunded to any Member whose membership terminates for any reason.” (Article 1.2: Refunds).

### **On-Line Membership Applications**

New membership applications received via mail or fax are reviewed to ensure the correct selection of membership category and dues amount before the payment is processed. However, dues payments via the on-line membership applications are processed simultaneous with the receipt of the application.

On-Line membership applications are still subject to approval, as defined in the terms and condition (Article 1.2), and payments received will be handled according to the terms, below:

- Payments on applications that are not approved will be refunded in full within 30 days of the date of the original application
- If the application is for an inappropriate membership category and dues amount and the applicant chooses not to pursue SFIA membership, the applicant may request a refund of their dues payment within 3 days of notification by the SFIA. Any transaction fees due the merchant card processing company as a result of the cancellation will be deducted from returned funds. Refunds will be held until any publications, resources or other tangible benefits of SFIA membership have been returned to the SFIA.

## **MEMBERSHIP**

### 1.1 CLASSES OF MEMBERSHIP

The membership of SFIA shall consist of ten (10) classes of membership as follows:

(a) Manufacturer Member. Any individual, partnership, firm, corporation, or entity regularly engaged in the manufacture on

the North American continent of cold-formed steel framing members is eligible to become a Manufacturer Member of SFIA only if it meets the following terms and conditions:

(1) Must either

(i) have been actively manufacturing cold-formed steel framing members for at least one year or be a majority owned subsidiary or affiliated entity of a company that has been actively manufacturing cold-formed steel framing members for at least one year,

or

(ii) have acquired a company, or transfer a majority of the assets of an existing company, with managers that have at least one year of experience in manufacturing cold-formed steel framing members.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Manufacturer shall utilize a Professional Engineer when required.

(4) Must submit a current copy of product literature.

(5) Must abide by the Code of Ethics as approved by the Board of Directors.

(6) All facilities owned or operated by the manufacturer member, directly or indirectly, shall be included in the manufacturer's membership.

(7) Must participate in the SFIA independent Code Compliance Certification Program for steel framing members, and will accordingly be entitled to utilize SFIA evaluation reports.

(b) Connector & Accessory Manufacturer. Any individual, partnership, firm, corporation, or entity regularly engaged in the manufacture on the North American continent of cold-formed steel framing connectors or accessories (including fasteners) is eligible to become a Connector and Accessory Manufacturer of SFIA only if it meets the following terms and conditions:

(1) Must be manufacturing cold-formed steel framing connectors or accessories.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Facility(ies) and management must have been active in the cold-formed steel framing industry for a minimum of one year.

(4) Manufacturer shall have a Professional Engineer on staff or documented proof of an annual retainer for an engineer who specializes in cold-formed steel design.

(5) Must submit a current copy of product literature.

(6) Must abide by the Code of Ethics as approved by the Board of Directors.

(7) Must participate in the SFIA independent Code Compliance Certification Program for connectors and accessories, and will accordingly be entitled to utilize SFIA evaluation reports.

(c) Steel Mill Member. Any individual, partnership, firm, corporation, or entity regularly engaged in producing steel on the North American continent for cold-formed steel framing members, connectors or accessories is eligible to become a Steel Mill Member of SFIA only if it meets the following terms and conditions:

(1) Must be engaged in producing steel.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Must have been producing steel for the cold-formed steel framing industry for a minimum of one year.

(4) Must submit a current copy of product literature.

(5) Must abide by the Code of Ethics as approved by the Board of Directors.

(d) Steel Service Center or Coating Producer Member. Any individual, partnership, firm, corporation, or entity regularly

engaged in supplying steel or providing coating materials on the North American continent for

cold-formed steel framing members, connectors or accessories is eligible to become a Steel Service Center or Coating Producer Member of SFIA only if it meets the following terms and conditions:

(1) Must be engaged in processing steel or producing coating materials.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Must have been processing steel or producing coating materials in the cold-formed steel framing industry for a minimum of one year.

(4) Must submit a current copy of product literature.

(5) Must abide by the Code of Ethics as approved by the Board of Directors.

(e) Panel and Truss Fabricating Members. Any individual, partnership, firm, corporation, or entity regularly engaged in fabricating panels and/or trusses on the North American continent utilizing cold-formed steel framing members is eligible to become a Panel and Truss Fabricating Member of SFIA only if it meets the following terms and conditions:

(1) Must be engaged in fabricating panels and/or trusses on the North American continent and utilizing cold-formed steel framing members.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Must have been active in fabricating panels and/or trusses for a minimum of one year.

(4) Must submit a current copy of product literature.

(5) Must abide by the Code of Ethics as approved by the Board of Directors.

(f) Equipment and Tool Manufacturer Member. Any individual, partnership, firm, corporation, or entity regularly engaged in manufacturing equipment and/or tools on the North American continent for use by the cold-formed steel framing industry is eligible to become an Equipment and Tool Manufacturer Member of SFIA only if it meets the following terms and conditions:

(1) Must be engaged in manufacturing equipment and/or tools on the North American continent for use in the cold-formed steel framing industry.

(2) Must have been active in manufacturing equipment and/or tools for a minimum of one year.

(3) Must submit a current copy of product literature.

(4) Must abide by the Code of Ethics as approved by the Board of Directors.

(g) Supplier/Distributor Member. Any individual, partnership, firm, corporation, or entity regularly engaged in the supply or

distribution on the North American continent of cold-formed steel framing industry products is eligible to become a Supplier/Distributor Member of SFIA only if it meets the following terms and conditions

(1) Must be engaged in the supply/distribution on the North American continent of cold-formed

steel framing industry products.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Must have been active in supply/distribution for a minimum of one year.

(4) Must abide by the Code of Ethics as approved by the Board of Directors.

(5) Must be a member in good standing of the Association of the Wall and Ceiling Industry.

(h) Contractor Member. Any individual, partnership, firm, corporation, or entity in business on the North American continent employing labor as a contractor engaged in the installation of cold-formed steel industry products is eligible to become a

Contractor Member of SFIA only if it meets the following terms and conditions:

(1) Must employ labor on the North American continent to install cold-formed steel framing industry products.

(2) Must comply with the International Code Council's International Building Code and the International Residential Code.

(3) Must have been an active employer of construction industry labor for a minimum of one year.

(4) Must abide by the Code of Ethics as approved by the Board of Directors.

(5) Must be a member in good standing of the Association of the Wall and Ceiling Industry.

(i) Design Professional Member. Any individual, partnership, firm, corporation, or entity in business on the North American continent engaged in the design and or specification of cold-formed steel systems is eligible to become a Design Professional Member of SFIA only if it meets the following terms and conditions:

(1) Must comply with the International Code Council's International Building Code and the International Residential Code.

(2) Must abide by the Code of Ethics as approved by the Board of Directors.

(3) Must hold a professional registration.

(j) General Member. Any individual, partnership, firm, corporation, or entity in business on the North American continent involved in the cold-formed steel systems is eligible to become a General Member of SFIA only if it does not meet the terms

and conditions of the other membership classes.

(k) Membership Class Assignments. No individual, partnership, firm, corporation, or entity may hold membership in any class of membership of a lower tier, as defined below, if it or any of its company affiliates, or subsidiaries is qualified for membership in a higher tier of one of the classes of membership described above. Companies may join in multiple classes as long as they are members at the highest possible tier. For purposes of this Article and paragraph only, the classes of membership are ranked from the highest to the lowest tier as follows:



(1) Manufacturer Member.

(2) Connector & Accessory Manufacturer Member.

(3) Steel Mill Member,

(4) Steel Service Center or Coating Producer Member.

(5) Panel and Truss Fabricating Member.

(6) Equipment and Tool Manufacturer Member.

(7) Supplier/Distributor Member.

(8) Contractor Member.

(9) Design Professional Member.

(10) General Member.

(l) Definitions. As used herein, each of the terms “individual,” “partnership,” “firm,” “corporation,” or “entity” shall be understood only in the singular, not plural, sense. A membership held by an individual, partnership, firm, corporation,

or entity shall not include its affiliates, parents, subsidiaries, general or limited partners, investors, stockholders, officers,

employees, agents, subcontractors, licensees, franchisees, or any other form or type of allied individuals, corporations,

partnerships, firms, or entities; provided, however, a corporate member may include each and every majority owned

subsidiary or affiliated entity (whether it is a corporation, partnership, limited liability company, or other similar entity), or member of a controlled group of corporations or entities that otherwise qualifies in the same membership category in its membership and that uses or benefits from SFIA activities, but shall not pay any additional dues for any separate entity within that control group.

(m) Assignment. A member may not sell, license, extend, assign, or transfer its membership or any of the benefits of membership in any manner, except that, in accordance with Section 1.4 of these terms and conditions, a successor by operation of law of a member (other than an executor or personal representative of an estate) shall continue as a member if that successor meets the applicable membership criteria.

### 1.2 APPROVAL OF MEMBERS

All prospective members must submit a complete application for membership to the Executive Director of SFIA, who shall have the authority to approve such application, providing all conditions are met. If a former Member applies for membership, the conditions of 1.8 of these terms and conditions must be met.

### 1.3 Representative of Members

Each Member, upon approval of membership, shall file with the Executive Director the names of a delegate and an alternate to represent such Member at all meetings of SFIA and to vote for such Member. The designation of a delegate or alternate may be changed or revoked at any time by written notice filed with the Executive Director. A Member represented at any meeting by a duly designated delegate or alternate shall be deemed present at such meeting.

1. 4 Transferability of Membership. A member in good standing that is current with all initiation fees, dues and assessments may

transfer its membership in connection with the transfer of substantially all of the operations and assets of such member, whether by merger, reorganization, purchase of assets or otherwise, to another firm, which upon such transfer meets the qualifications to be a member SFIA. Transfer of a member's participation in SFIA's ICC-ES reports are solely at the discretion of ICC-ES and

its then current procedures. Other than the wholesale transfer of a business, no membership or membership right shall be assigned or transferred either voluntarily or by operation of law, except with the consent and approval of the Board of Directors.

1. 5 Property Rights of Members Inasmuch as this is a nonprofit corporation, no dividend or other distribution shall be made to

Members from income, if any, of SFIA. Upon termination of membership, a member shall not be entitled to any distribution of the corporate assets and such Member shall not retain any right to share in any net assets of SFIA in the event of subsequent dissolution and liquidation of SFIA.

1. 6 Resignation of Members. Any Member may resign from SFIA by filing a written letter of resignation with the Executive

Director. Such resignation shall not relieve the member so resigning of the obligation to pay any charges theretofore accrued and unpaid.

1. 7 Removal of Members. Any membership may be suspended or terminated for cause, failure to comply with the Code

Compliance Certification Program or failure to pay initiation fees, dues or assessments.

(a) For Cause. Sufficient cause for such suspension or termination of membership shall include violation of the Bylaws or any lawful rule or practice duly adopted by the Association, or any other conduct prejudicial to the interests of SFIA and/or the industry. Suspension or termination shall occur by two-thirds (2/3) vote of the Board of Directors for any cause other

than non-payment of dues, provided that a detailed statement of the charges alleging the grounds for suspension or termination shall have been sent by certified or registered mail to the last recorded address of the member at least twenty (20) days before final action is taken thereon. This statement shall be accompanied by a notice of the time and place of the meeting of the Board of Directors at which the charges shall be considered and the Member shall have the opportunity to appear in person and/or to be represented by counsel to be heard and present any defense to such charges before action is taken thereon. If the Board of Directors agrees to let the member cure the default, the member will have 90 days to cure the default.

(b) For Nonpayment of Initiation Fees, Dues or Other Assessments. By majority vote, the Board of Directors may suspend or terminate the membership of any member who has not timely paid any initiation fees, dues, or other assessments. The Executive Director shall send a notice by certified or registered mail to any member, except to supplier/distributor, contractor and design professional members, in default of initiation fees, payment of dues and/or assessments (or any installment thereof) sixty days (60) after being invoiced that its membership will be automatically terminated including all privileges of membership, to the extent authorized by law, if the member remains in default thirty days (30) from the date of the notice.

Supplier/distributor, contractor, design professional and general members' membership will be automatically terminated once any initiation fees, payment of dues and/or assessments are sixty days (60) days past due.

(c) The Executive Director shall send a notice by certified or registered mail to any Member in default of submitting required materials for the Code Compliance Certification Program sixty

(60) days after being requested to provide the required materials. The default notice shall inform the Member that its membership will be automatically terminated, to the extent authorized by law, if it remains in default thirty (30) days from the date of the notice.

1.8 Reinstatement. A former Member suspended or terminated for non-payment of initiation fees, dues, or other assessments may reapply for membership by petitioning the Board of Directors SFIA for reinstatement, and that petition shall be considered at the next regular meeting of the Board of Directors. Before any such membership may be reinstated, such Member shall first be required to satisfy such conditions for reinstatement including payment of any past due initiation fees, dues, or other assessments as the Board of Directors may reasonably impose.

## Privacy Policy

This privacy policy sets out how “Steel Framing Industry Association” uses and protects any information that you give “Steel Framing Industry Association” when you use this website. “Steel Framing Industry Association” is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

“Steel Framing Industry Association” may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from December 12, 2013.

### What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

### What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use the information to customize the website according to your interests.
- We may provide your information to our third party partners for marketing or promotional purposes.
- We will never sell your information.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Links to other websites**

Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to

Steel Framing Industry Association

513 West Broad Street

Falls Church VA 22043

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.