

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report: July 30, 2025
(Date of earliest event reported)

ALBANY INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	1-10026 (Commission File Number)	14-0462060 (I.R.S Employer Identification No.)
216 Airport Drive Rochester, New Hampshire (Address of principal executive offices)		03867 (Zip Code)
Registrant's telephone number, including area code 603-330-5850		
None (Former name or former address, if changed since last report.)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value per share	AIN	The New York Stock Exchange (NYSE)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act 1933 (230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (240.12b-2 of this chapter).

- Emerging growth company
- If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 30, 2025, Albany International Corp. (“the Company”) announced that that its Board of Directors has appointed Willard Station as Executive Vice President – Chief Financial Officer, and elected him an officer of the Company effective September 1, 2025. Mr. Station, who was also appointed Principal Financial Officer, succeeds Jairaj (JC) Chetnani, the Company’s Vice President – Investor Relations and Treasurer, who had been appointed interim Chief Financial Officer effective May 23, 2025.

A copy of the Company’s press release, dated July 30, 2025, which sets forth other information required to be disclosed by this Item and is incorporated by reference herein, is attached as Exhibit 99.1.

A summary of Mr. Station’s material terms of compensation is attached as Exhibit 99.2, which is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is being furnished herewith:

99.1 Press release dated July 30, 2025.

99.2 Summary of Station compensation terms.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALBANY INTERNATIONAL CORP.

By: /s/ Gunnar Kleveland

Name: Gunnar Kleveland

Title: President and Chief Executive Officer
(Principal Executive Officer)

Date: July 30, 2025

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press release dated July 30, 2025
99.2	Summary of Station compensation terms.
104	Inline XBRL cover page.



NEWS RELEASE

Albany International Corp. Appoints Willard Station as Executive Vice President - Chief Financial Officer

Rochester, New Hampshire, July 30, 2025 – Albany International Corp. (NYSE: AIN) announced today that its Board of Directors has appointed Willard Station as Executive Vice President – Chief Financial Officer, and elected him an officer of the Company effective September 1, 2025. Mr. Station has also been appointed Principal Financial Officer, succeeding Jairaj (JC) Chetnani, the Company's Vice President – Investor Relations and Treasurer, who has served as interim Chief Financial Officer since May 23, 2025.

Mr. Station, 49, brings a wealth of experience in both financial strategy and operational leadership. Most recently, since April 2024, he served as Senior Vice President of Primary Care Sales for McKesson Medical-Surgical, a McKesson Corporation subsidiary, leading a team of more than 1,200 account executives and specialists supporting primary care physicians, ambulatory surgery centers, as well as community hospitals and laboratories. Prior to that, he was the subsidiary's Chief Financial Officer and Senior Vice President of Finance. Mr. Station's career also includes 16 years at The Boeing Company, from 2005 until 2021, where he held a number of increasingly senior finance roles, notably Vice President and Chief Financial Officer of Commercial Derivatives Airplanes from 2014 to 2021 and Director of Financial Operations for Boeing Commercial Airplanes (BCA) from 2011 to 2014. Mr. Station began his career in St. Louis with positions at Southwestern Bell Telephone Company and Bank of America. Mr. Station holds a Bachelor's degree in Economics from Washington University and an Executive Master in International Business from Saint Louis University.

Gunnar Kleveland, Company President and CEO, commented, "We are delighted to welcome Will to Albany International and look forward to his contributions as part of our senior leadership team. His extensive industry background and expertise in both operations and finance will bring valuable new perspectives to our organization. I am confident that Will's leadership will positively influence our financial strategy and help us achieve our long-term goals for growth and profitability. I would also like to thank JC for stepping up to take on the role as interim CFO along with his dedication and steady leadership over the past several months."

Mr. Station remarked, "I am honored to be joining Albany International and am eager to begin working with Gunnar, the Board of Directors and my new Albany colleagues. I look forward to contacting our investors, analysts and banking partners, and building strong relationships as we move forward. The Company has tremendous opportunities ahead, and I am excited to collaborate with the team to execute our plans and realize our goals. I'm enthusiastic about contributing to the continued growth of this fantastic Company and delivering greater value to our customers and shareholders."

About Albany International Corp.

Albany International is a leading developer and manufacturer of engineered components, using advanced materials processing and automation capabilities, with two core businesses.

- Machine Clothing is the world's leading producer of custom-designed, consumable belts essential for the manufacture of paper, paperboard, tissue and towel, pulp, non-wovens and a variety of other industrial applications.
- Albany Engineered Composites is a growing designer and manufacturer of advanced materials-based engineered components for demanding aerospace applications, supporting both commercial and military platforms.

Albany International is headquartered in Rochester, New Hampshire, operates 30 facilities in 13 countries, employs approximately 5,400 people worldwide, and is listed on the New York Stock Exchange (Symbol: AIN). Additional information about the Company and its products and services can be found at www.albint.com.

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Investor / Media Contact:

JC Chetnani

603-330-5851

jc.chetnani@albint.com

Summary of Station Compensation Terms

Position	Chief Financial Officer, effective September 1, 2025 (the “Effective Date”).
Term	Employment at will. Employment may be terminated by Mr. Station or Albany International Corp. (“the Company”) at any time.
Base Salary	Initial base salary at the rate of \$600,000 per year. Salary shall be subject to adjustment from time-to-time in the same manner as for other executive officers.
Short-Term Incentive	Mr. Station will be eligible for an Annual Performance Period (“APP”) award for service performed in 2025 under the Company’s 2023 Long Term Incentive Plan (“Incentive Plan”), to be determined and paid in cash during early 2026. The APP award for 2025 will be un-prorated for time in 2025 at Company performance. Under this award, he will be entitled to receive between 0% and 200% of a target award, equal to 75% of his base annual salary based on Company performance with respect to three (3) metrics relating to Adjusted EBITDA, cashflow, and safety. (The precise definitions and means of calculation of these metrics will be spelled out in the award agreement.) Mr. Station will be eligible in 2026 and thereafter to participate in the 2026 APP award or any other annual executive bonus program, as the same may be adopted, amended, modified or terminated by the Company, in accordance with its terms.
Long-Term Incentive	<p>Mr. Station will also be eligible, beginning in 2025, to receive a long-term incentive, which will be structured in two separate grants.</p> <p>The first such grant will be a Performance Stock Unit (“PSU”) award under the Incentive Plan, to be determined and paid in shares of Company stock during early 2028. Under this award, he will be entitled to receive between 0% and 200% of a target award, based on performance goal attainment during the three-year performance period, and paid in shares of Company stock early in the year after the end of the three-year performance period. The target opportunity for the 2025 award would be a number of shares of Company stock equal to 85% of his annual base salary at the Effective Date. For this award, the performance goal will be a specified level of Aggregate Company Adjusted EBITDA weighted at 33%, a specified level of Adjusted Return on Invested Capital weighted at 33%, and a specified level of relative Total Shareholder Return weighted at 34% (as more fully described and defined in the award agreement).</p> <p>The second grant will be a share-settled restricted stock unit award (“RSU Award”), also under the Incentive Plan. Under this award, Mr. Station will be entitled to receive one-third of the award grant in March 2026, 2027 and 2028. The award grant for the 2025 RSU Award would be a number of shares of Company stock equal to 85% of the his annual base salary at the Effective Date. Thereafter, he will be eligible to participate in any long-term executive incentive bonus program, as the same may be adopted, amended, modified or terminated by the Company, in accordance with its terms.</p>
Sign-On Incentive	In order to compensate Mr. Station for lost opportunities relative to unvested incentive compensate at his current employer which will be forfeited, he shall be granted a second share-settled restricted stock unit award (“the Sign-on RSU Award”) under the Incentive Plan. Under this Sign-on RSU Award agreement, he will be entitled to receive one-third of the award grant on the first, second and third anniversaries of the commencement of his employment (the “Commencement Date”). The award grant for the Sign-on RSU Award would be a number of shares of Company stock equaling \$2.0 million using the fair market value of the Company’s stock at the Effective Date.

Other
Benefits

Mr. Station will be entitled to four weeks of vacation with pay per year unless the Company's vacation policy applicable to executive officers provides for a greater period. He will otherwise be eligible to participate in all of the Company's employee benefit plans, policies and arrangements applicable to other executive officers generally, including, without limitation, relocation, 401(k), healthcare, vision, life insurance and disability; in each case, as the same may exist from time to time.

Severance

On the Effective Date, Mr. Station will enter into a Severance Agreement with the Company, the terms of which shall provide that in the event that his employment is terminated by the Company for any reason other than Cause (as defined in the agreement), in addition to any amounts to which he may be entitled upon the occurrence of such event under the terms of his incentive award agreements, he shall be entitled to an amount equal to twice his annual base salary, paid out over the 24-month period following termination. In addition, he shall be eligible for a bonus relating to the services he performs in the year in which his employment is terminated, calculated at the same time and in the same manner in which bonuses are awarded to similarly situated employees under the then-current and prevailing bonus program, pro-rated to reflect the actual period of employment during the year.