

Fair Stone e.V. General Terms and Conditions (GTC/AGB)

Kirchheim/Teck, the 23.05.2025

1. Registration

(1) Fair Stone e.V. (hereinafter **Fair Stone**) and the European natural stone importer (hereinafter **partner**) conclude a cooperation agreement on the implementation of the social and environmental standard of the natural stone industry (hereinafter **Fair Stone Standard**) developed by Fair Stone.

(2) For this purpose, the partner registers his natural stone supply chain(s) with Fair Stone after the conclusion of the cooperation agreement. For this supply chain(s), the partner names the stone processing factories or quarries (hereinafter referred to as **suppliers**) and exporters involved in the production, processing and trading of the stones. Suppliers and exporters can only be registered with Fair Stone if they have submitted complete, correctly completed and signed Supplier Agreements to Fair Stone. Only when Fair Stone confirms this with a signature is it a recognized Fair Stone supply chain.

(3) After the registration of all named suppliers and exporters from Fair Stone, the partner receives a Fair Stone certificate (hereinafter **Fair Stone certificate**). The Fair Stone certificate lists those stone materials and products that originate from the registered supplier(s) and are specified in the Supplier Agreement (hereinafter **Fair Stone Products**). The Fair Stone certificate confirms that the suppliers and exporters meet the Fair Stone preconditions and continuously implement the Fair Stone standard. The partner will be announced on the Fair Stone homepage (<http://fairstone.org>).

2. Implementation of the standard

(1) After registration, the partner has up to 48 months to implement the Fair Stone Standard with the suppliers in his supply chain(s). Fair Stone accompanies, monitors and supports this implementation process, which ends with a Full Scope Audit/FSA.

(2) The partner ensures that the suppliers take appropriate measures to implement the Fair Stone Standard in their operations. The partner commits to carry out the following measures:

a) Each delivery is entered into the Tracing Fair Stone management system from the time the order is placed (see Section 5 (1) for more details).

b) The Partner shall commission an independent and in-depth audit (= Full Scope Audit/FSA) by one of the auditors accredited by Fair Stone no later than four years after the start of the implementation period.

(3) Fair Stone assures the partner that the Fair Stone Standard satisfies all international norms for social and environmental standards in the natural stone industry. In the course of public relations and marketing activities, Fair Stone ensures that the Fair Stone Standard is recognized by the public, non-governmental organizations and the partner's customers. To this end, Fair Stone consults with experts, informs and advises municipalities and conducts an ongoing stakeholder dialogue in which the partner is invited to participate. Fair Stone is responsible for the management and administration as well as the strategic further development and maturation of the Fair Stone standard. The committees of Fair Stone e.V., the board and the general assembly, monitor Fair Stone and are responsible for all strategic decisions.

3. Informational Duties

(1) The Partner undertakes to submit to Fair Stone e.V., annually and upon request, but no later than January 31 of the following year, a detailed report of the total import volume of natural stones. This report must also clearly indicate the percentage of imports from China, India, Vietnam, and other relevant developing countries.

(2) Furthermore, the Partner must inform Fair Stone e.V. in advance of any order details if the order involves a new supply chain or previously uncertified material and is part of a public or private tender in which certification or confirmation of compliance with the core labor standards of the International Labour Organization (ILO)—including the exclusion of child and forced labor—is explicitly required. This advance notice must include all relevant details of the tender to enable Fair Stone e.V. to properly assess compliance with the required standards and allow sufficient time to coordinate audits.

(3) The reporting obligations outlined in paragraphs 1 and 2 serve to ensure transparency and traceability of the Partner's business practices in line with the principles and guidelines of Fair Stone e.V.

4. Fees

(1) Fair Stone charges the partners fees for the performance of the tasks described in § 2 (3), the support of the partners in the implementation of the Fair Stone standard and the permission to use the Fair Stone logo (see § 7 for more details) in accordance with the current list of fees, which is part of these terms and conditions.

The fees cover the following services:

- a) One-time admission fee: Detailed information about Fair Stone, on-boarding of suppliers, website presence etc.
- b) License fee (per calendar year): permission to use the logo
- c) Service fee (per supplier and per calendar year): standard service in the country of origin of the fair stone goods
- d) Audit Fees FS BASIC: Fees for commissioned third party audits, which are coordinated by Fair Stone
- e) Special fees: For additional expenses in the event of misuse and/or violation of contractual agreements
- f) Fees for Services Requested: Additional Fair Stone Services requested by the Partner. These include training, visits, consulting services or accompanying the partner when visiting the supplier's premises.

(2) The fees are due upon request for payment. Offsetting against the partner's own claims is only permitted if these claims are undisputed or have been determined by a court.

(3) Fees are non-refundable when cooperation is terminated.

5. Control of the implementation of the standard

Fair Stone monitors the implementation of the Fair Stone Standard. This includes in particular the following control mechanisms:

(1) Tracing Fair Stone: The partner is obliged to use the internet-based management system Tracing Fair Stone for every delivery of Fair Stone goods after ordering. Barcodes are generated for each order, with which the ordered goods can be identified. The partner and its exporter receive confidential login credentials from Fair Stone for the management system. Tracing Fair Stone is continuously updated. Corresponding changes must be accepted by the partner.

(2) Unannounced Inspections: Partner and its suppliers accept inspections, including unannounced inspections, by Fair Stone representatives at supply chain facilities. Unannounced inspections are conducted if the supply chain is categorized with a high-risk profile.

(3) Reporting: A constant dialogue between Fair Stone, the partner and the suppliers is necessary for the implementation of the Fair Stone standard. For this purpose, partners and suppliers report on their activities and problems that arise when implementing the standard.

6. Audits

(1) According to the Fair Stone Standard, all suppliers must be certified by external auditors accredited by Fair Stone no later than 48 months after the start of the implementation period. The full-scope audit/FSA is conducted based on the Fair Stone Auditor's Manual. The audit should be carried out as early as possible.

(2) The Partner may refer to successfully audited suppliers as Certified Fair Stone Suppliers. The full-scope audit/FSA must be repeated every three years. If a supplier does not pass the audit, it may be repeated once within one year.

(3) The Partner commissions the audit and bears the associated costs. Fair Stone does not influence the outcome of the audit.

7. Use of the Fair Stone Logo

(1) The Fair Stone logo is a trademark for the Fair Stone Standard and is registered as a community trademark under register no. 30 2024 221 862.2 as shown below (hereinafter Fair Stone logo):



Fair Stone is the exclusive licensee of Community Trademark with the right to sub-license.

(2) Fair Stone grants the partner the right to use the Fair Stone logo as a sub-licensee for the marketing of Fair Stone goods. By using the Fair Stone logo, the partner can demonstrate its commitment to pursuing the goals of Fair Stone to its customers. The following preconditions must be met by the suppliers in order to allow use:

- a) The supplier agreements are complete, correctly filled out and signed.
- b) A valid third-party audit certificate is available for the supply chain. Every worker is equipped with adequate personal protective equipment (PPE) and wears it regularly.)
- c) Barcodes/labels for an order registered in the Tracing Fair Stone system have been approved.

(3) Only the partner is entitled to use the Fair Stone logo.

(4) The Fair Stone logo remains the property of Fair Stone for the entire duration of the granting of the right of use. The Partner is not entitled to grant sublicenses to third parties or to transfer its license to third parties. Only Fair Stone may permit third party use.

(5) Non-commercial organizations that are committed to the goals of fair trade in their public relations work may use the Fair Stone logo for their public relations work. You must obtain permission from Fair Stone to do so.

8. Scope of Use of the Fair Stone Logo

(1) The Fair Stone logo may only be used for Fair Stone goods (i.e. goods that come from a registered supplier and are specified in the Supplier Agreement, see § 1 (3)). It is forbidden to use the Fair Stone logo for natural stones of other origins.

(2) The Fair Stone goods must be provided with the Fair Stone logo and the barcode.

(3) The Fair Stone logo may not be used in a misleading manner. Specifically use in connection with goods that are not Fair Stone goods as defined in these General Terms and Conditions is misleading.

9. Type of use of the Fair Stone Logo

(1) Presentation of the logo:

The Fair Stone logo may only be used on Fair Stone goods in its registered form. For this purpose, Fair Stone provides the partner with the logo in digital form. Affiliate may only use the Fair Stone authorized digital file of the logo and may not make any modifications to the logo. Should any changes become necessary, in particular with regard to the color design, these must be coordinated with Fair Stone beforehand.

(2) Use of the logo in advertising:

a) In advertising, the Fair Stone logo may exceptionally be used without the graphic representation of the logo if

aa) WiN=WiN Fair Stone or Fair Stone is written with initial capital letters, or

bb) WiN=WiN Fair Stone or Fair Stone is printed in italics or bold, or

cc) WiN=WiN Fair Stone or Fair Stone is placed in quotation marks.

These rules must always be taken into account when writing texts, whether in printed or electronic media.

b) The use of the logo is permitted on advertising material, stationery, brochures, printed paper and on the Internet

aa) to advertise the status as a Fair Stone Partner and to communicate the commitment of the company

bb) to contribute to raising awareness of socially responsible behavior in their own company

cc) to sensitize consumers to sustainable shopping.

The following formulations are legal in advertising in connection with the logo:

aa) Fair Stone + marketing statement, e.g. " WiN=WiN Fair Stone stands for the improvement of working conditions in Asia" / "As a Fair Stone partner, we make a contribution to socially responsible action in the global natural stone industry"

bb) WiN=WiN Fair Stone + product, e.g. Fair Stone tiles, Fair Stone slabs

cc) WiN=WiN Fair Stone certified + product name, e.g. Fair Stone certified Shandong White Granite

d) If the Fair Stone logo is used to advertise Fair Stone Partner status, the Fair Stone logo must be accompanied by the following wording:

aa) Company XXX, a Fair Stone Partner

bb) Company XXX, partner of Fair Stone

cc) Company XXX participating in the Fair Stone program

dd) Company XXX, promotes WiN=WiN Fair Stone

e) As far as possible, the partner's advertising should refer to the Fair Stone homepage (<http://fairstone.org>).

f) Legal information:

If the WiN=WiN Fair Stone logo is used for advertising purposes on the partner's invoices, price lists or shipping notifications, the following clearly visible legal notice must be added: "Only products that are marked as such on the invoice are Fair Stone certified."

(3) The Fair Stone logo may not be incorporated into the company name or into the brand or product names of the partner.

(4) Approval of artwork:

Artwork for any commercial or non-commercial use of the logo must be submitted to Fair Stone as a draft. If Fair Stone does not respond within two weeks, the submission is considered approved.

(5) If the logo is not used in accordance with these terms and conditions, Fair Stone reserves the right to revoke permission to use the logo.

10. Sanctions, contractual penalty

(1) The partner will be sanctioned with withdrawal of the Fair Stone certificate and a ban on using the Fair Stone logo if

a) the partner

aa) is more than four weeks in arrears with the payment of a fee, or

bb) does not use Tracing Fair Stone or uses it in a misleading manner, or

cc) grossly violates the provisions of these General Terms and Conditions in any other way.

b) a supplier of the Partners

aa) repeatedly fails the audit, or

- bb) fails to be audited within the allotted time frame, or
- cc) refuses to renew the Fair Stone Certificate, or
- dd) refuses to allow inspections by Fair Stone, or
- ee) grossly violates the provisions of these General Terms and Conditions in any other way.

(2) If the cases mentioned in § 10 (1) are identified, the partner is obliged to completely remove the Fair Stone logo and the Fair Stone certificate from its communication instruments and marketing materials within four weeks upon request by Fair Stone.

(3) If the partner culpably continues to use the Fair Stone logo and/or the certificate in the cases mentioned in § 10 (1) despite a request to remove it, the partner is obliged to pay Fair Stone a contractual penalty in the amount of a full annual license fee of the Partners for each commenced month of usage. Fair Stone's rights of termination pursuant to Section 11 (2) remain unaffected by this.

(4) Tracing Fair Stone is used abusively or misleadingly: In justified cases (culpable and serious breach by the Partner), this will result in the imposition of a penalty fee. Fair Stone's rights under § 9 (1) to (3) and § 10 (2) remain unaffected.

(a) Regulation for late registration of deliveries in the Tracing Fair Stone (TFS) system: If the Partner fails to register deliveries in the TFS platform on time, Fair Stone e.V. reserves the right to approve labels retroactively in exceptional cases. The decision will be made following a thorough review of the Partner's explanations regarding plausibility and the ability to verify the chronological sequence of registration and confirmation using invoices, shipping documents, and similar records.

(b) In the event of retroactive approval due to late registration, the Partner will be charged fees for the additional verification effort. The fee for the first offense is EUR 500. For each subsequent offense, the fee increases cumulatively by EUR 500 (e.g., EUR 1,000 for the second offense), up to a maximum of EUR 2,000.

(c) Retroactive label approval is not possible if the Partner has violated its information obligations in the context of tenders (see § 3 (2)) towards Fair Stone e.V. In such cases, the Partner bears full responsibility for any resulting consequences.

(d) This regulation reflects the seriousness and importance of timely delivery registration in the TFS platform and compliance with tender-related information obligations.

(5) In the other cases defined below, the following sanctions apply:

a) Tracing Fair Stone is not used or is used in a misleading manner: In justified cases (culpable and serious violation by the partner), this leads to the levying of a penalty fee in accordance with respective section of the table of fees (cf. attachment). The rights of Fair Stone according to § 9 (1) to (3) and § 10 (2) remain unaffected.

d) Uncooperative behavior on the part of suppliers: Such behavior occurs when, for example, audit or control visit dates have been confirmed, but the responsible factory manager is not prepared for the visit. The partner will be billed for fees (see attachment) plus travel costs and time. A renewed visit to the supplier is only planned and carried out after the invoice has been paid.

e) Abusive behavior by suppliers: Such behavior occurs when, for example, the Fair Stone representative or auditor is insulted. The visit is cancelled. The partner will be billed for fees (see attachment) plus travel costs and time. The Supplier's registration is cancelled.

f) Justified suspicion of abuse: Fair Stone can increase the number of unannounced checks for a limited period of time in order to support the implementation desired by the partner. The partner will be charged fees for this increased support effort.

11. Duration of the right of use and termination of the cooperation agreement

(1) For the duration of the cooperation agreement concluded with Fair Stone, the partner is entitled to contractually use the Fair Stone logo in accordance with the provisions of these General Terms and Conditions. The cooperation agreement is deemed to have been concluded for an indefinite period.

(2) Both Fair Stone and the partner can terminate the cooperation agreement for good cause without observing a period of notice.

a) An important reason exists for Fair Stone in particular in the cases mentioned in § 10 (1).

b) An important reason for Fair Stone also exists if the partner uses the Fair Stone logo contrary to the provisions of these General Terms and Conditions and does not remedy the breach of contract within a period of 4 weeks after being requested to do so.

(3) The partner can also terminate the cooperation agreement in writing without giving reasons with a notice period of 6 months to the end of the year. Notice of termination for the following year must be received and confirmed by Fair Stone e.V. no later than June 30.

(4) With the termination of the cooperation agreement, the right of the partner to use the Fair Stone logo and the Fair Stone certificate ends. The partner is obliged to completely remove the Fair Stone logo and the Fair Stone certificate from its communication instruments and marketing materials within four weeks after the end of the contract and to return the Fair Stone certificate to Fair Stone.

12. Associated Partners

(1) Fair Stone grants commercial customers (stone masons and dealers) of partners (hereinafter associated partners) the right to use the Fair Stone logo and the Fair Stone certificate as sub-licensees for the marketing of Fair Stone goods within the meaning of §1 (3). Unless otherwise regulated in this § 12, the same terms of use apply as for partners according to these GTC/AGBs.

(2) The license is deemed to have been granted for a period of one year from the signing of the "License Agreement for the Use of the Fair Stone Logo" and is automatically extended by one year at a time unless terminated by one of the parties at the latest six months before the end of the period.

(3) The license is subject to a fee. The license fees are made up of a one-off admission fee and an amount per calendar year in accordance with the current list of fees attached. Fees are due in advance.

(4) The Associated Partner can receive a Fair Stone certificate which also shows the linked FS Partner. The FS Partner from whom certified goods are sourced is named on the certificate. The FS Partner must confirm this association in writing. In doing so, he shows his customers that he supports the goals of Fair Stone. The Associated Partner will also be announced on the Fair Stone website (<http://fairstone.org>).

(5) Associated partners expressly undertake to allow unannounced inspections and to provide any information that the inspectors deem necessary for the inspection of Fair Stone deliveries.

11. Privacy

Fair Stone treats all data and any information that Fair Stone receives from partners, suppliers, exporters or associated partners as strictly confidential. This data will only be disclosed with the prior consent of

the Partner or Associated Partner. Fair Stone must not disclose a partner's supply chain to any third party. The names of the suppliers and exporters are only reproduced in coded form in the Tracing Fair Stone software.

12. Changes to the Terms and Conditions

Fair Stone reserves the right to change these terms and conditions. A change will be communicated to the partner or associated partner 2 weeks before the change takes effect. If the Partner or Associated Partner does not object within 2 weeks of the notification, the amended GTC are deemed to have been approved. Both contracting parties are entitled to extraordinary termination of the contract within 2 weeks after receipt of notification or rejection of the change.

13. General

(1) Changes or additions to these GTC are subject to the written form requirement. This also applies to the cancellation of the written form requirement as such.

(2) Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the effectiveness of the other provisions. The ineffective provision shall be replaced by one which most closely corresponds to the intended meaning and purpose of the ineffective provision.

(3) German law applies.

(4) The place of jurisdiction for all disputes over or in connection with the above provisions is the court responsible for Fair Stone's place of business.