



Registration Conditions for Goldsmiths

1. Definitions

Fairtrade Gold and Precious Metals are Fairtrade certified precious metals: gold, silver or platinum mined, processed, and traded according to the Fairtrade Standard for Gold and Associated Precious Metals for Artisanal and Small-Scale Mining. (Available at <https://www.fairtrade.net/standard/gold>).

A **Goldsmith** is a business or individual that fabricates jewellery and/or buys finished and stamped Goldsmith Jewellery Products from a jewellery wholesaler which they then sell directly to the consumer in its store or on its online shops.

A **Fairtrade Goldsmith** is a Goldsmith that has registered with the National Fairtrade Organizations (hereafter "NFO") in its country and has permission to use the Fairtrade POS Material to promote jewellery containing Fairtrade Gold and Precious Metals. Only Goldsmiths purchasing up to and not exceed 500g Fairtrade fine gold in a calendar year can participate in the Goldsmith Registration Scheme:

Fairtrade International: Fairtrade Labelling Organizations International eV. , Bonn.

Fairtrade POS Material is standard point of sale material provided by Fairtrade International or the NFOs to use to promote jewellery containing Fairtrade Gold and Precious Metals. The Fairtrade POS Material will include amongst others a sticker and web-banner indicating the registration period.

The Fairtrade Mark is the trademark registered by Fairtrade International (No. 017959045 for the European Union, No. UK00003702894 for the United Kingdom) used to denote compliance with the Fairtrade Standards.

Permitted Use: the sole permitted usage of the Mark by Goldsmiths will be in the form of the POS material on the Goldsmith's website, printed copy for use instore (with no changes permitted) and social media as described in relevant guidance documentation provided by the NFO.

Fairtrade Stamp is the indication (whether stamped or lasered) on the finished product that 100% of the gold contained in the jewellery is Fairtrade Gold and Precious Metals.

Fairtrade Licensee is a company that has signed a license contract with a NFO for the use of the Fairtrade Mark on Goldsmith Jewellery Products containing Fairtrade Gold and Precious Metals and that has been certified and has paid license fee on the Goldsmith Jewellery Products containing Fairtrade Gold and Precious Metals.

Goldsmith Jewellery Products are among others jewellery component parts, blanks, wires, sheets, cases etc. which are not stamped with the Fairtrade Stamp but are identified with the Fairtrade Mark on packaging, documentation and/or rings, mounts or others containing Fairtrade Gold and Precious Metals stamped with the Fairtrade Stamp of Fairtrade Licensees intended to be sold to Fairtrade Goldsmiths.

2. Purpose

The Fairtrade Goldsmith intends to fabricate jewellery containing Fairtrade Gold or Precious Metals and/or buy Goldsmith Jewellery Products containing Fairtrade Gold or Precious Metal and sell them in its stores and/or online shops. By becoming a registered Fairtrade Goldsmith, the Fairtrade Goldsmith is granted permission to use the Fairtrade POS Material, in accordance with the following conditions, to promote its jewellery and Goldsmith Jewellery Products containing Fairtrade Gold or Precious Metals in its stores or on its online shops. The use of the Fairtrade Mark is restricted to the use of Fairtrade POS Material and cannot be used to label individual products.

3. Terms of Use

3.1. Registration

The registration and use of Fairtrade POS material is for free. Fairtrade Italia reserves the right to charge a registration fee to cover the administration and examination costs. Such Registration fee requires prior notification to the Fairtrade goldsmith partner and may only be collected for new registrations or license renewals.

3.2. Purchase of Fairtrade Gold and Precious Metals and Goldsmith Jewellery Products containing Fairtrade Gold and Precious Metals

The Fairtrade Goldsmith must source all Fairtrade Gold and Precious Metal and/or Goldsmith Jewellery Products containing Fairtrade Gold and Precious Metals from Fairtrade Licensees only. A list of licensed products and Fairtrade Licensees is available upon request from the local NFO.

At least one purchase of Fairtrade Gold and Precious Metals or Goldsmith Jewellery Products containing Fairtrade Gold and Precious Metals is required per calendar year.

3.3. Creation of jewellery containing Fairtrade Gold and Precious Metals

The Fairtrade Goldsmith can create its own jewellery containing Fairtrade Gold and Precious Metals but is not permitted to stamp it with the Fairtrade Stamp.

Fairtrade Goldsmiths are permitted to purchase finished Goldsmith Jewellery Products stamped with the Fairtrade Stamp from Fairtrade Licensees and sell them under their own brand name ("White Label Jewellery"). The Fairtrade Goldsmith may add precious stones to White Label Jewellery but may not change the total of the Fairtrade Gold and Precious Metals contained in such White Label Jewellery. (For the avoidance of doubt refer to additional guidance from the NFO).

3.4. Sale of jewellery containing Fairtrade Gold and Precious Metals

The Fairtrade Goldsmith must offer jewellery containing Fairtrade Gold and Precious Metals throughout the year.

3.5. Documentation

The Fairtrade Goldsmith must keep all records documenting the purchase of Fairtrade Gold and Precious Metals for each registered year to allow for an inspection by the local NFO or a mandated inspection body and show them upon request to the NFO or the inspection body.

3.6. POS Materials and Communication

The NFO will provide the Fairtrade Goldsmith with Fairtrade POS Material to use to promote jewellery containing Fairtrade Gold and Precious Metals. The Fairtrade POS Material will include a sticker or web banner indicating the registration period which must be displayed at the entrance or the website as proof of registration.

The Fairtrade Goldsmith will use only the Fairtrade POS Material and use no other form of communication featuring the Fairtrade Mark, deceptively similar labels and/or the words "FAIRTRADE" or "MAX HAVELAAR".

The Fairtrade Goldsmith must ensure that the Fairtrade POS Material is reproduced without variation from the Fairtrade POS Materials files provided.

The Fairtrade Goldsmith will use all reasonable measures not to bring Fairtrade into disrepute or misrepresent that Fairtrade POS Material.

3.7. Labelling

The labelling of individual jewellery containing Fairtrade Gold or Precious Metals with the Fairtrade Mark or Stamp is not permitted.

If the Fairtrade Goldsmith wishes to use the Fairtrade Mark or Stamp on its jewellery or wishes to identify Fairtrade Gold or Precious Metals in its jewellery in any other form, they must sign a license contract with the local NFO and become certified by FLOCERT.

3.8. Inspection

The local NFO or a mandated inspection body is authorized to audit and/or inspect the entire Fairtrade Goldsmith's premises, as well as administrative offices, without appointment and during normal business hours, to check on the compliance of the registration conditions.

Non-compliance with the terms of use in any manner may lead to the **immediate** termination of the registration of the Fairtrade Goldsmiths.

4. Duration

4.1. Effective Date

The registration conditions are effective upon receipt of the registration confirmation email from the local NFO.

4.2. Duration

The registration is valid for one full calendar year, 01 January – 31 December

5. Termination

5.1. Automatic Termination

Registration terminates automatically at the end of a full calendar year, unless a renewal application has been received prior to the termination date and annual registration fee has been paid.

5.2. Termination without cause

Either party can terminate this registration with one month's written notice.

5.3. Termination with cause

The NFO can terminate the registration of the Fairtrade Goldsmith with **immediate** effect in case of any breach of the registration conditions.

6. Effect of termination

6.1. Cease Use of POS Materials

Upon termination, the Fairtrade Goldsmith must immediately cease all use of the Fairtrade POS Materials and will not use any other form of communication featuring the FAIRTRADE Mark, deceptively similar labels and/or the words "FAIRTRADE" or "MAX HAVELAAR".

6.2. Publication

The NFO has the right to inform the suppliers and any third party of the termination of the registration. The Fairtrade Goldsmith will then be deleted from the outlet finder tool on the Fairtrade website.

7. Confidentiality and Data Sharing

7.1. Data Sharing

The Fairtrade Goldsmith acknowledges that their registration, registration number, their name and address as well as termination of the registration may be shared with other NFOs within Fairtrade International.

The Fairtrade Goldsmith acknowledges that their registration status, registration number, registration/goldsmith/company name may be shared with authorised suppliers of Fairtrade Gold for the purpose of the suppliers' reporting requirements as Fairtrade licensee.

If the Fairtrade Goldsmith opts in when completing their application form their company name and region may be listed on Fairtrade websites for the benefit of potential customers.

The Fairtrade Goldsmith accepts that their registration status and commercial aggregated data may be shared with authorised supplier and other 3rd parties.

7.2. Confidentiality

The parties will maintain the confidentiality of all confidential information, whether identified as such or not, that may be disclosed through this relationship, unless it (a) was lawfully disclosed by a third party not bound by any confidentiality provisions, (b) was or has subsequently entered the public domain without breach of any confidentiality provisions, (c) was independently developed as evidenced by the recipient's own records, or (d) is required to be disclosed by any competent legal authority.

8. Jurisdiction and Law

The parties agree to jurisdiction in Italian Law for any disputes.