

General Terms and Conditions

Stichting Fair Price Foundation · Last updated: 12 October 2026 · Version 1.1

1. About us

These terms apply to the Fair Price platform, run by Stichting Fair Price Foundation, a non-profit foundation registered in Maarssen, the Netherlands.

- Chamber of Commerce (KvK) registration number: 42071409
- VAT number: NL869576367B01
- Email: contact@fair-price.org
- Website: fair-price.org

2. Definitions

- **We / us / the Foundation:** Stichting Fair Price Foundation.
- **Platform:** the Fair Price Portal for fair costing and pricing of garments, including its calculations, reports, exports and reference data.
- **Customer (also: you, your):** the brand, retailer, factory or other entity that takes out a Subscription.
- **Brand:** a Customer that buys garments or has them produced.
- **Factory:** a Customer that produces garments or does part of the production.
- **User:** a person who uses the Platform on behalf of a Customer.
- **Subscription:** the (paid) right to use the Platform for a set period, as described in the order or on our website.
- **Customer Data:** all data a Customer or its Users enter into or upload to the Platform, such as worker numbers, wages, costs and prices.
- **Results:** the calculations, reports, charts and exports the Platform produces from Customer Data.
- **Reference Data:** the minimum wages, living wage benchmarks, overtime rates and other data we supply in the Platform.

3. Scope and acceptance

3.1 These terms apply to every Subscription, order, quote and use of the Platform and/or the Fair Price website.

3.2 The Platform is for businesses only. By subscribing, the Customer confirms it acts in the course of its business.

3.3 The Customer accepts these terms by using the Platform and/or the website, ticking the box when signing up, or signing an order form that refers to them. These terms are available before the Customer signs up.

3.4 We do not accept the Customer's own (general or specific) purchase terms & conditions. They do not apply, even if the Customer refers to them.

3.5 If a separate written agreement deviates from these terms, that agreement takes precedence on that point only.

3.6 If part of these terms turns out to be invalid, the rest still applies. The invalidated part is to be replaced with a valid one that comes as close as possible to what was meant.

4. The service

4.1 The Platform helps Customers calculate labour costs, overhead and fair FOB prices, compare wages with minimum wages and living wage benchmarks, and model target scenarios.

4.2 What each Subscription includes (number of factories, styles, Users, exports, support) is set out in the order or on our pricing page at the time of ordering.

4.3 The Platform is merely a tool. We do not give costing, legal, tax or financial advice, we do not certify or endorse, and we are not a party to any deal between a Brand and a Factory. Use of Fair Price, including the creation of a Fair Price report or quotation, in no way implies endorsement by Fair Price.

4.4 We may improve, change or remove features. If a change takes away a core feature the Customer pays for, we will tell the Customer at least 30 days in advance and the Customer may end the Subscription and will in such case be refunded the fees paid for the remaining period.

5. Accounts and Users

5.1 The Customer is responsible for its Users and for everything done through its account(s).

5.2 Each login is personal. Users must keep their login details secret and must not share them. Customer is to inform us immediately of any suspicion that a login has been compromised and/or misused.

5.3 The Customer makes sure the data it enters is correct and that it has the right to enter it.

5.4 As Customer, you may download and share the content within report format with third parties, if you acknowledge the website as the source of the material and provide it free of charge.

5.5 Customers will not:

- give access to people outside its own organisation, unless the Subscription explicitly allows it;
- copy, store, resell, rent out, sublicense, or otherwise distribute or (commercially) exploit the Platform and/or the contents of the Fair-Price website;
- copy, store, scrape or extract the Reference Data in bulk;
- try to break into, overload or reverse engineer the Platform;
- use the Platform for anything unlawful.

6. Fees and payment

6.1 Fees are shown on our pricing page or in the order. All amounts are in euros and exclude VAT and other taxes.

6.2 We invoice the yearly fee in advance at the start of each Subscription year.

6.3 Invoices must be paid within 30 days of the invoice date. Bank charges and currency conversion costs are for the Customer.

6.4 If the Customer does not pay on time, we send a reminder. Regardless of the proper sending or receipt of such reminder, if payment still does not arrive within 14 days after the payment term was reached, we reserve the right to suspend access until it is paid. The Customer then also owes statutory commercial interest (art. 6:119a BW) and reasonable collection costs.

6.5 We may change our fees once a year, effective from the next Subscription year. We announce changes at least 60 days before they take effect.

6.6 Reduced rates may apply to brands or factories. We may ask for evidence of eligibility.

7. Term and renewal

7.1 A Subscription runs for one year from the start date, unless the order says otherwise.

7.2 It renews automatically for another year, unless the Customer or we cancel in writing (email is fine) at least [one month] before the end date.

8. Ending or suspending a Subscription

8.1 Either party may end the Subscription with immediate effect by written notice if the other party:

- seriously breaches these terms and does not put it right within 30 days of being asked to; or
- goes bankrupt, gets a suspension of payments, or stops its business.

8.2 We may suspend a User's or Customer's access straight away if they break article 5.5 or put the Platform or other Customers at risk. We will tell the Customer why.

8.3 Fees already paid are not refunded, except in the cases in articles 4.4 and 15.3, or if we end the Subscription without the Customer being at fault.

8.4 When the Subscription ends, access stops. Article 9.6 explains what happens to the Customer Data. Articles 9, 10, 13 and 16 keep applying after the end.

9. Customer Data and confidentiality

9.1 **The Customer owns its Customer Data.** Entering data in the Platform does not automatically transfer any data rights to us or to anyone else.

9.2 **Where the data is kept.** Customer Data is stored on servers in the European Union, managed by us or by service providers working for us under a written agreement. We keep it secure using reasonable technical and organisational measures.

9.3 **Brands and Factories.** A Factory decides what it shares with a Brand. A Brand only sees a Factory's Customer Data if the Factory shares it, either by sending an export or by giving access in the Platform. The Factory can stop sharing at any time, but cannot recall data it has already sent.

9.4 What we do not do. We do not sell Customer Data. We do not show one Customer's data to another Customer without permission. We do not use Customer Data to rate or rank individual Factories or Brands in public.

9.5 Aggregated data. We may combine Customer Data from many Customers into anonymous statistics, for example average labour cost per minute by country, to improve the Platform and our other materials, and our Reference Data and for research on wages and pricing in the garment sector. For those purposes, we may share aggregated data with third parties. We only share data and publish such statistics if no single Customer, Factory or worker can be identified from them, with a minimum of five Factories per figure.

9.6 At the end. For 60 days after the Subscription ends, the Customer can download its Customer Data. After that we delete it, except where the law requires us to keep it.

9.7 Confidentiality. Both parties keep each other's confidential information secret and only use it for the Subscription. This includes Customer Data, prices and any non-public information about the Platform. It does not apply to information that is already public, or that a party must disclose by law. In that case the party tells the other first, where allowed.

10. Intellectual property

10.1 The Platform, its software, design, calculation method, texts and Reference Data belong to us or our licensors. The Customer gets a non-exclusive, non-transferable right to use them for its own business during the Subscription. Nothing else is transferred. This website and its content are copyright of Fair Price Foundation - © Fair Price Foundation 2026. All rights reserved.

10.2 The Customer may use, print and share the Results for its own costing, buying, reporting and due diligence work, including with its business partners, auditors and multi-stakeholder initiatives. The Customer may not sell the Results or the Reference Data or publish them as a data set.

10.3 Where Reference Data comes from third parties (for example government minimum wage decisions, the Global Living Wage Coalition, WageIndicator or Asia Floor Wage), their own terms may also apply. We name the source in the Platform.

10.4 If the Customer sends us feedback or ideas, we may use them to improve the Platform without paying for them.

11. Use of Results and Reference Data

11.1 We do our best to keep the Reference Data correct and up to date. Minimum wages and benchmarks change, and mistakes can happen. We do not guarantee that the Reference Data is complete, correct or current. The same applies to calculations done by and on the Platform.

11.2 The Results depend on the data the Customer enters. They are an aid for discussion and decisions, not a final price.

11.3 The Customer remains responsible for checking the Results, for the prices it agrees, for paying at least the legal minimum wage and for meeting its own legal duties, including human rights and environmental due diligence.

11.4 Please tell us about any mistake at contact@fair-price.org. We aim to fix confirmed errors in the Reference Data or in calculations within [30] days.

11.5 From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

12. Availability and support

12.1 We do our best to keep the Platform available and working, but we do not promise it will be available without interruption or free of errors.

12.2 We may take the Platform offline for maintenance. Where we can, we do this outside working hours in Europe, and announce it in advance.

12.3 Support is given by email at contact@fair-price.org on European working days, in English. We do our best to ensure that responses are provided within [7] business days.

13. Liability

13.1 Our total liability towards a Customer, for all claims together in any Subscription year, is limited to the fees the Customer paid us for that year, with a maximum of [€ 10,000].

13.2 We are not liable for indirect damage, such as lost profit, lost orders, lost savings, damage to reputation, or loss of data that the Customer could have avoided by exporting and saving it.

13.3 We are not liable for damage caused by mistakes in Reference Data from third parties, by calculation errors, by data the Customer entered, or by decisions the Customer made based on the Results. You acknowledge that information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent of the law.

13.4 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. Specifically, it shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

13.5 These limits do not apply if the damage was caused by our intent or deliberate recklessness (opzet of bewuste roekeloosheid), as per the law.

13.6 The Customer must report a claim in writing within 12 months of discovering the damage. After that, the claim lapses.

13.7 We are not liable for failures caused by events outside our control (force majeure), such as an outage at our hosting provider, internet failures or government measures.

13.8 Unauthorised use of this website may give rise to claims for damages and/or be a criminal offence. This includes, but is not limited to, using Fair-Price or any documents produced by/using Fair-Price to falsely claim endorsement or accuracy.

14. Privacy

14.1 We process personal data of Users as described in our privacy and cookie policy.

14.2 The Platform is built to work with numbers per group, not with data on individual workers. The Customer is not allowed to enter names or other data that identify individual workers.

15. Changes to these terms

15.1 We may change these terms. We announce changes by email and on our website at least 30 days before they take effect.

15.2 Changes apply to running Subscriptions from the date they take effect.

15.3 If a change is to the Customer's disadvantage in a significant way, the Customer may end the Subscription on the date the change takes effect and get back the fees paid for the remaining period. Changes required by law do not give this right.

16. Applicable law and disputes

16.1 Dutch law applies to these terms, to every use and Subscription, as well as any disputes arising therefrom. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2 Parties will first try to solve any disagreement by reasonable conversation. If that does not work within 60 days, the dispute goes to the competent court in Amsterdam.

16.3 These terms are written in English. If we or others publish a translation and it differs, the English version applies.