**Production Contract**

The following **Production Contract** is entered and agreed upon by the Contractor; TEG. and the Client; **NAME and on behalf of BRAND NAME** on **DATE\_V**.This agreement comprises the entirety of agreements between the parties named herein, and no other agreements, verbal or otherwise, shall be considered included in this contract. All changes shall be agreed upon in writing and shall require the signature of both parties. The attached Production Workbook includes all detail as a part of this agreement.

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Contractor contemplates providing the services for Client based upon remuneration with a deposit, and fees of **$27,228.00,** by the Client for production services. The contract total amount shall be **$41,428.00** and shall include all services outlined on **Attachment A – Terms and Policies** and **Attachment B – Production Workbook**, which are attached and hereby incorporated into this agreement. All prices are based on the samples given, and volumes requested to complete each order. Prices include project management as outlined in this agreement’s attached workbook, and all goods are provided with a 100% guarantee to meet specifications and quality standards, as specified by the client, on the TEG. Specification Sheet.

This contract is agreed upon as a production package, for the cutting, sewing, trimming, and packing of each style, for quantities listed in attached workbook. Prices do not include the cost of fabric, trims, labels, care labels, hang tags, poly bags, or other materials necessary for construction outside of standard thread. For production, a 50% deposit is paid of sewing costs,

**$14,200.00** and the remaining balance, **$14,200.00** is due and payable prior to the delivery of each item listed in the scope of work. All development and pre-production, packing fee portions, **$13,028.00** are due in full. **The total due upon signing is $27,228.00.**

Deposits and amounts due per these signed contracts are nonrefundable, non-transferrable, and non-exchangeable toward future orders or alternate styles. By entering into this contract, the production dates will be reserved and incorporated into the production schedule of the appropriate facility. Adjustments or change orders may be submitted to TEG. but will only be incorporated into the agreement upon both parties signed written consent before changes are initiated. Estimated prices for items sent out for dye, bias, spaghetti, or other trim may be included in this proposal, but in the case that there are additional costs above the estimated amounts listed, or what the samples portray, full payment will be due and payable prior to TEG. releasing completed materials. For each style, 8-12 weeks (or as agreed) are required for completion once all specifications, fabrics, patterns and trims are received.

**Late delivery to TEG. of any material or trim component will result in a re-scheduled delivery for that style, regardless of previously scheduled delivery dates. Additional cutting requirements due to shortages in fabric, trim, instructions, etc., will be assessed and billed as separate set-up and cutting fees, and/or will be charged stop fees of $300.00 to cease, and may result in adjusted delivery dates. Any design changes in development, differing from written specification on TEG.’s Specification Sheets, or the original samples provided, will be billed at the stated hourly rates.**

Client approved and agreed-upon send-outs (outside of cut/sew) will incur an additional management fee in addition to all normal production, shipping, supply, etc., fees paid to outside contractors.

All efforts will be made by TEG. and its employees, to ensure timely delivery. If any delays occur, in delivery to the client, TEG. agrees to reduce the outstanding COD amount of any late styles by 10%, for each five business days from the contracted delivery date, the project is delayed. This amount will be credited against the COD amount paid by the customer. In any event, TEG. shall be held liable only for the cost of production, or development, as written in this contract. This contract is agreed upon, with full agreement to TEG.’s Terms and Policies.

**LIMITED LIABILITY**: While TEG. takes every care in producing safe products, employing safe production practices, and reviewing the preparation of all apparel, TEG. makes no warranties, expressed or implied, of merchantability, fitness of purpose, or safety of purpose of the items produced by TEG. Client agrees that TEG. acts solely at the direction and discretion of the client pertaining to apparel production.

In the event of any discrepancy or error, TEG. product liability is limited solely to the remuneration paid under contract between TEG. and the client. In the event that either TEG. or Customer shall institute any action or proceeding against the other relating to the occupancy of the Premises, construing the provisions of this Agreement, or due to default of any item listed herein, the unsuccessful party in such action or proceeding shall be liable to reimburse in full to the prevailing party for all costs, expenses, and attorney’s fees which shall be deemed to have accrued on the commencement of such action or proceeding.

**Following are the currently scheduled delivery dates.**

Signed Contract, Terms and Conditions, and Payment received by: TBD

Intake meeting: Date: TBD  
Specifications and Cut Tickets, received by: Date: TBD  
Production Fabrics and Trims received by: Date: TBD  
Rushed Production Delivery by: Date: TBD  
Standard Production Delivery by: Date: 8-12 weeks from the above

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**CLIENT NAME and on behalf of BRAND NAME** Date:

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On behalf of: TEG Date: