**Attachment B of Contract dated: DATE\_V**

**TEG Service Terms and Conditions**

TEG agrees to provide services of design, sourcing, development, patternmaking, and production at the discretion and direction for **NAME and on behalf of BRAND NAME.** These services are offered under the following terms.

**Timelines**

The following timelines are typical depending upon project complexity. Delivery dates are calculated based upon receipt of all payments, approvals, signed specifications, materials, and trims, for all styles, with a start date based on TEG’s schedule at that time.

* Planning – 6-8 weeks or as agreed
* Design – 6-8 weeks or as agreed
* Sourcing – 6-8 weeks or as agreed
* Development Services – 8-12 weeks or as agreed
  + Pattern Intake – 1 week
  + Patterns – 2-3 weeks
  + Samples – 2-3 weeks
  + Fitting & Adjustments – 1-2 weeks
  + Duplicate Samples – 3-4 weeks
* Production Services – 8-12 weeks or as agreed\*
  + Pre-production – 2-4 weeks
  + Production Sewing – 6-8 weeks
* Fabric & Trim return to client - 2 weeks

**Scheduling**

* All fabrics and trims for all styles must be received before the project is scheduled for development.
* Any delays in receipt of fabrics or trims will result in an adjusted delivery date.
* Scheduling is set each Monday and is based on our current schedule at that time.
* A Client Board will be provided each week with the current status, stage timelines, and any related notes to each client.
* Please schedule any meetings, call, or fittings via the self-schedule links.
* Projects paused for changes to the scope of work will be rescheduled once added fees are paid.
* Projects on hold by the client will be rescheduled based on the current schedule when the project is resumed.
* TEG timelines do not include those for outside vendors or mills.
* TEG will not be held liable for unforeseen delays or closures.

**Design, Sourcing, and Fabric Treatment**

* Each style is contracted with five work hours allocated. Surcharges paid (if any) are applied accordingly.
* The allocated time generally allows for one - two revisions, with one finalized design or sourcing PO.
* Any additional time spent beyond what was contracted, in any case, will be billed to client.
* While TEG strives to work with vendors that offer low minimums, it cannot guarantee them.
* Specialty or hard to find fabrics, or customized trims, may incur higher than normal minimums or lead times.
* TEG cannot be held responsible for turnaround times of the mills or vendors.
* TEG does not count or take inventory of yardage of fabrics or trims received from vendors or mills.
* Special attention should be made for mills and vendor holiday closures in August, December, and February.
* Designs and inspiration photos presented in sales may evolve in design or sourcing making them subject to additional fees.
* Design and sourcing resulting in added fabric management (dye, treatment, etc.) will result in additional fabric management fees.
* Sourcing or Fabric Management timelines do not include those for outside vendors.
* TEG, at no time. will be held liable for any work performed by outside vendors, products provided by them, or amounts due to them.
* Client is responsible for all payments for all fabrics, trims, treatments, or vendors.
* Work may be stopped if nonpayment to a vendor occurs.
* All shipping fees are paid for by the client in all cases. Should TEG provide shipping for the client, on request or by default, the client will be billed the cost of the shipping plus a 20% processing fee.
* Additional sourcing requested at the fitting or for production will be charged an additional fee.

**Development**

* All development fees are due in full prior to project initiation or scheduling.
* A signed TEG Spec Sheet and PO must be received for each style prior to any work beginning.
* All fabrics, trims, reference garments, and TEG Spec Sheets, for all styles, must be received prior to the project being scheduled into development.
* Each style is contracted with five hours per pattern and five hours per sample allocated. Surcharges paid are applied accordingly.
* Changes to design complexity from what was presented in sales may result in additional fees.
* Any changes to the scope of work may result in additional fees.
* Rush fees may be applied for projects seeking a faster turnaround.
* Any additional fees must be paid for the project to continue; therefore, timelines may be adjusted.
* All development packages include one fitting and one round of fit adjustments only.
* Additional fittings and related rounds of adjustments may be added for an additional fee in any case.
* Fit changes include fit adjustments to the patterns only and do not include design changes. Design changes may result in additional fees.
* Changes to fabrics at the fitting may result in additional pattern adjustments outside of the contract scope.
* All swimwear, lingerie, and activewear will be contracted with two fittings and the duplicates split into two groups and billed accordingly.
* Styles with multiple fabrics may need additional pattern adjustments to accommodate each fabric.
* A fit model with the same measurements as the base pattern must be used. Please consult the patternmaker.
* Custom base measurements may be used for an additional fee. A standard women’s size 4 or men’s size Medium will be used otherwise.
* All shipping is paid for by the client in any case. Should TEG provide shipping for the client, on request or by default, the client will be billed the cost of the shipping plus a 20% processing fee.

**Production**

* **All pre-production fees are due in full prior to project initiation.**
* **Production sewing fees are paid with a 50% deposit and 50% COD prior to delivery.**
* **A signed TEG Spec Pack, with all fabric swatches, sewing and label specifications, and cut tickets, finishing requirements, along with a sew-by sample, must be provided before the initiation of any work or timelines are initiated.**
* **All fabrics, trims, patterns, sew-by samples, and TEG Spec Packs must be received prior to scheduling or timelines initiated. Any delays or missing items may result in an adjusted delivery date.**
* **Any changes or call-outs not shown on the sew-by sample must be clearly documented on the TEG Spec Pack.**
* **A TOP sample will be provided for approval prior to bulk sewing. This is for construction approval only and design or fit changes may not be made at that time.**
* **A rush fee may be applied for projects seeking a quicker turnaround.**
* **Additional cutting fees may be applied due to recuts for shortages in fabric, trim, fabric damages, etc.**
* **Cutting fees are derived assuming that each style’s colorways will be cut from material of the identical dimensions. Additional cutting fees may be assessed if style’s colorways are cut from materials of different dimensions or cutting direction.**
* **Any change orders to the work after contracted may incur additional fees.**
* **TEG assumes no liability for the fabrics and trims received by the client in terms of quantity or quality and takes no inventory of them upon receipt from the client, mill, or vendor.**
* **TEG is not responsible for stops in work due to fabric or trim shortages or damages on behalf of the client or mill. Timelines may be adjusted if stops occur.**
* **Client agrees to remove all remaining fabrics, trims, or other items from TEG within 14 days of project completion. Items left longer may be donated or become the property of TEG.**
* **The client is responsible for all shipping and handling in any case. Should TEG provide shipping for the client, on request or by default, the client will be billed the cost of the shipping plus a 20% processing fee.**
* **All quality issues must be reported to TEG within five business days of receipt of the finished production. TEG assumes no responsibility for reports made after that time.**
* **Issues will be handled on a case-by-case basis, with any reported issues first reviewed by the TEG team, with a plan for resolution provided thereafter.**
* **TEG cannot be held responsible for errors made by outside vendors, for send-outs including dye, printing, embroidery, etc, or for re-sewing garments with issues related to them.**

**Liability**

* In all services provided, TEG works under the client’s direction and takes no liability or responsibility for dislike, salability, or any other issues related to the client’s choices.
* All Payments are non-refundable and are applicable only to those services originally outlined in the original contract.
* All contracts must be initiated within 1 year of the contracted date. If any delays should occur, the client has one calendar year to initiate any contracted or paid work and foregoes any paid services thereafter.

**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 development or 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.

* TEG assumes no responsibility or liability for direct, indirect, incidental, accidental, intended, or consequential damages caused or incurred by the client or end user in the use of products produced by TEG for the client.
* TEG assumes no responsibility for materials delivered to or held at TEG premises or partner or vendor facilities. Client may choose to provide insurance coverage of materials managed by TEG by naming TEG. as additional insured on the client’s own property insurance policy.
* Goods received by TEG where yields and counts are not calculated by TEG customer acknowledges any discrepancies in amounts provided will be their responsibility.
* TEG assumes no responsibility or liability for incorrect amount or quality of textiles or trims delivered to it, or liability for inspecting, evaluating, reviewing, or counting material and trims delivered to TEG for amount, suitability, damages, or loss.
* TEG reserves the right to showcase its work and client list online and in marketing materials.
* TEG will not be responsible or liable for unforeseen issues contributing to changes in project completion date or delivery date beyond the contracted terms. This includes but is not limited to unforeseen closures, temporary stops in business, or other issues contributing to unforeseen delays.
* Client will not, without the prior written consent of the TEG at any time during your contract with TEG, or for a period of two years from the date of completion, either individually or through any company controlled by you and either on your behalf or on behalf of any other person competing or endeavoring to compete with the TEG, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of TEG as of the date of completion or termination of your contract or was an employee of TEG at any time during two years prior to the completion or termination of your contract.

I have read and agree to all the above terms and policies set forth herein by TEG.

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**Name and on behalf of Brand Name**  Date

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On behalf of TEG. Date