



House Of Fennel
The Production House
5 Balmoral Avenue
Kingston 10, Saint Andrew
Jamaica, West Indies

House Of Fennel

Procedures for Working with The Production House.

The Production House Terms & Conditions of Business, and Code of Conduct

House Of Fennel is an apparel manufacturing enterprise. It provides a host of services aimed at new business start-ups and scale-ups at The Production House for sampling and short run production – please contact info@houseoffennel.com for further details.

The Production House is part of House Of Fennel and provides pattern cutting, sample making, small run apparel production (1-49 unit) and other services such as fashion design consultancy. The Production House services payment for goods/services is required before the release of stock. Payment must be cleared funds. All stock is fully open to inspection by the client prior to payment, however once the goods have left our premises, the production house is not obligated to undertake any further work.

Contact details: House Of Fennel, 5 Balmoral avenue, Kingston 10, Saint Andrew, Jamaica, West Indies.

Telephone: 876 870 9494

Production House Manager – Moses Fennel – info@houseoffennel.com

Please review below the Procedures for Working with The Production House, the Terms and Conditions of Business and the Code of Conduct used by The Production House. All three sections should be signed by both the client and the Production House manager.

Procedures for Working with the Production House

The procedures below form the basis of how the Production House works with clients. They should be read in conjunction with The Terms and Conditions of Business and the Code of

Conduct. All three documents will be applied to all work carried out by the Production House for the client.

Services and Charges

The Production House offers the following services:

- Pattern cutting/drafting
- Toiles
- First fit samples
- Grading
- Seals and grades
- Showman samples
- Small run production

Charges as of July 2024

Courier fee: J\$1000 +

Consultation meetings: 45 minute complimentary, thereafter J\$5300 per hour.

For all patterns, sampling and amendments charged at the hourly rate there is a minimum charge of 30 minutes which accounts for administration and any posting time that may occur.

All administrative costs associated with the pattern cutting, sampling or production phase of the garment life-cycle will be passed on to the client. Please be aware this includes emails, phone calls, technical discussions, sizing specification sheets and any amendment/fitting discussions regarding a garment between the team (pattern cutters, studio team, sample machinists).

In the exceptional circumstances of our technical team being required away from our premises we will charge for the traveling time and costs involved. If two or more members of staff are involved in a meeting/fitting then each member of staffs hours will have to be charged at the rate of J\$5300 per hour.

Grading prices:

- J\$5000 per grade

These prices are valid for 2024 and may be subject to review and change in the future. The Production House reserves the right to change prices without direct notification, although we will, of course, inform you of any advanced price changes and the effective date of price increases.

Consultation

Consultations between the client and the Production House technical personnel are held before work commences. The first consultation is complimentary for 45 minutes. Thereafter the charge for consultation meetings will apply at the rate per hour. This means that if your meeting is 1.5 hours you will be charged for the additional 45 minutes.

All sampling/production price estimates are valid for up to three months from the date of the estimate. Production prices are subject to review every six months.

For grading services required by the designer/client, if a size chart is not provided by the client for base measurements The Production House will charge an additional J\$5300 for the work time required to construct a base size chart. The Production House can advise regarding the grading rules for clients however it is at the client's decision and responsibility to select the appropriate grading rules for their collection.

This is a free consultation and is for the first consultation only. All consultations must be booked in advance and confirmed by the Production House Manager. Ad hoc meetings are not acceptable. Any consultations that extend over the allocated 45 minutes will be charged at the hourly rate as stipulated.

During the consultation the client and Production House Manager agrees to a method of working and confirmation of the next steps.

On receipt of an order issued by the client The Production House will acknowledge the order and provide an estimate of the delivery date and price.

The Production House aims to have garments ready for delivery within five weeks from order confirmation and receipt of full documentation, fabric, trims etc from the client. Lead times are dependent on quantity and work content of the order to be produced and on the current workload of the Production House.

During the consultation session the standards of work and the construction methods for the client will be discussed. It is the client's responsibility to ensure that full information is passed to The Production House.

If the full information is not available then The Production House will interpret the client's requirements to the best of ability without recourse from the designer/client. The client shall

have no rights of damages or cost price reductions from the Production House for incorrect interpretation if the client has not provided full and clear information.

The Production House will not take any responsibility for the fabric and trims or inspections of the fabric and trims. This is clearly the responsibility of the client and all inspections and approvals of their goods must be made first by the client before delivery to The Production House.

The client must collect their fabric no later than ten working days after the production/sampling has been completed. The Production House will issue notification when the fabric is due to be collected and if it cannot be collected within the ten working day period it can be held in the studio for a daily storage rate of J\$100 per roll per day for a maximum of one month (28/29/30/31 calendar days).

Failure to arrange collection or discuss storage options with the Production House will result in the fabric being donated or other such measures.

Methods of working at The Production House

To enable The Production House to understand your requirements and provide you with a high quality services the following documentation should be completed by the client and passed to the Production House before work commences:-

Client Information form – required to be fully completed and signed by the client and the Production House.

Fitting Logs – requires signature of client at each fitting meeting or a fit email will be sent to you after the meeting which will require you to agree and sign off the notes before work commences. This is a safeguard for both parties to ensure all details are correct.

Dockets – provided by the client for each order and signed by client

Progress Sheet information and data – the Production House will provide a progress sheet which should be completed by the client for each order

Delivery sheet - raised by the Production House when finished garments are ready for collecting.

The client must provide the following information to the Production House for each order:-

- Size Chart
- Clear and accurate technical drawings with garment and component specifications
- An order confirmation of work to be undertaken
- Fabric, trims, threads and all associated items to achieve successful completion of the order
- Sample (where applicable)
- Pre-production pack documents and checklist filled out and handed in
- Docket for production.

The above completed documentation by the designer/client is to be provided to the Production House and will then be kept on file confidentially.

Fabric and Trimmings:

1. It is the client's responsibility to inspect their material before delivery to commence production. The client should check the quality of both sides of the fabric for flaws/marks etc.
2. The client has to confirm labels for samples and production including where to place the labels. All labeling information should be itemized on the docket, technical spec and/or fitting log.
3. All components for apparel production must be available to the Production House before production commences. Additional costs will apply if later work is required by the Production House to rectify incorrect information supplied by the client to the Production House e.g. if a unit price is agreed per garment and the back neck labels are not submitted at the time of production, the Production House will charge additional time to then attach the labels when these labels arrive later on.
4. Garments must be inspected and paid for when ready irrespective if delivery is not requested immediately. After five working days interest will be charged on the balance of the invoice at an accumulative rate of 4% per annum.
5. Where fabric belts or covered buttons are to be produced externally, the fabric lengths will be cut from fabric scraps or bulk fabric. It is the client's responsibility to send the fabric to the external supplier in that case.
6. All garments must be collected no later than ten working days after they have been pressed and packed/hanging, however the invoice must be paid upon completion of the order within five working days.

It is also recommended that the client performs a 100% quality check of garments before they leave the premises of the Production House. Payment for the items must be made before any delivery is undertaken.

The payment must have clear funds in the account of the Productions House before delivery is released.

Note that the Production House cannot take responsibility for garments rejected once the garments have left the premises of the Production House. Please inspect your products in the Production House, the Production House is not responsible for any quality issues after garments have been paid for and left the premises. However a 3 day period may be allowed.

The Production House will not pay for any courier or postal charges for delivery. Please arrange your own courier services. If you request a postal service we have to use staff to take the parcel and queue in the post office. This therefore incurs a charge of courier fee rate for admin and then the cost of the postal charge is added too.

It is the client's responsibility to ensure they have provided all the components for apparel production. The Production House has the right to not start production until all components are received irrespective of agreed delivery dates or stop production or sampling should there not be enough components to complete production. Even though delivery dates may have been agreed, unforeseen circumstances such as insufficient fabric on rolls, incorrect number of buttons and trims will create delays in the production.

Fabrics/samples/trims left after production/sampling will be held for one month, after this period any components left and not collected without consent of the Production House will be donated, sold or otherwise dispose. To avoid this happening please arrange collection of your fabrics and components immediately after completion of sampling and production.

An invoice will be sent to the client by email when the work is complete – a costing sheet is prepared by the Production House for the client for review. Late payment penalties may incurred if clients do not pay within five working days at an accumulative rate of 4% per annum. This is also specified on the invoice. For queries with the invoice, contact must be made directly with the Production House.

It is recommended that designers must be at the appropriate level of expertise and have the appropriate experience of processes and design to have their collection and garments made by Production House. However we will endeavour to reasonably help and support each designer.

Where a client is using the Production House for part of the production process such as for the patterns and samples only but not production it is the client's responsibility to ensure that the

subcontracted factory or CMT unit is working to the correct standards. Patterns and samples must be signed off by both the client and the Production House before leaving the Production House. If subsequent production is incorrect to the client's wishes then the Production House will not be deemed liable for the mistakes of a third party.

All garments are in accordance with the Consumer Act and every care is taken to ensure that all garments are fit for the purpose intended, are of merchantable quality and the bulk corresponds to the sample. However these terms are dependent on the correct information and quality of components being supplied by the client.

Client's Minimum requirements and criteria

Designers and Brands must:

- Be aged 18 years or above
- It is advisable to have a recognised legal status of the company i.e. Sole Trader, Limited company, partnership etc.
- Ideally already be active professionally in the fashion sector.
- If samples are not be made by the Production House, provide working samples to be used by the Production House as a guide and should be of appropriate industry standards.
- Have an appreciation of manufacturing costs, wholesale and regular retail pricing structures.
- Understand that they are responsible for retail pricing their own garments. The Production House will not take any responsibility for garments priced incorrectly to a buyer or third party.
- Designers must be financially viable to fulfill their obligations to The Production House; release of garments and items such as patterns, fabric and trims will not be allowed until payment has been made by the client.
- Adhere to the terms and conditions set out in this document.
- Provide the documentation outlined above, including spec sheets for each garment.

Procedures for Working with The Production House

House Of Fennel's standard Terms and Conditions of Business apply to all orders produced at The Production House. The following procedures must also be observed by clients of The Production House.

Dockets

All orders, including details of styles, quantities per style, per size, and per colour, requested delivery dates, delivery address and invoice address, should be given in writing/email by the

client. Orders will not be deemed to have been accepted (including proposed delivery dates) until confirmed in writing/email by the Production House.

Specifications

It is the client's responsibility to provide a full technical specification, including sketch, fabric swatch, details of trims, size chart, labelling details, packaging details and any special instructions (including inspection requirements). The client should also provide initial samples where applicable.

If the full information is not available then The Production House will interpret the customer's requirements to the best ability without recourse to the customer. The customer shall have no recourse to The Production House for incorrect interpretation if they have not provided full information.

Fabric and Trims

Unless otherwise agreed in writing/email by The Production House, it is the responsibility of the client to provide fabric and trims for the production. All such items must be delivered to the Production House by the agreed date. Late receipt of these items will cause delays in delivery of the finished production. It is the responsibility of the client to do all inspections and approvals of raw material before delivery to the Production House.

Sealing Samples

The Production House works to a pre- production sealed sample and then a production sealed sample which is produced and then approved by the client.

Quality Control

The Production House carries out effective quality checks on all in-work production and Acceptable Quality Levels [AQLs] from finished production runs. If the customer requires specific checks to be done these should be agreed with The Production House in advance and details should be included with the order. Please also refer to the Warranty clause in the Terms and Conditions of Business.

Delivery

It is the responsibility of the client to arrange collection of the goods from the Production House. The cost of delivery is also the responsibility of the customer. Please also refer to the Delivery clause in the Terms and Conditions of Business.

Prices and Payment

The price for the goods will be quoted by the Production House prior to ordering. The client shall pay the Production House 60% to commence the order and the full balance price for the

goods before collection or despatch of the goods unless otherwise agreed in writing. Goods will not be released until funds are cleared and reflects into the account.

Please also refer to the Price and Payments clause in the Terms and Conditions of Business.

Other Terms and Conditions

Please refer to House Of Fennel's Terms and Conditions of Business for our full terms.

Loss or damage of Samples

The Production House is not responsible for the loss or damage of designers' samples and collections and cannot be held responsible for samples that are lost in The Post or by a courier or for samples kept by buyers.

Sending samples:

When sending garments a delivery note will always be requested by the Production House from the client. It is recommended that designers use reputable couriers or bring in themselves materials/collect samples or production directly from the Production House. It is recommended that insurance is arranged by the client.

Non Payment of Invoices

The Production House reserves the right to retain title, own and sell all fabric, components, patterns, grades, etc from the client for any order that is currently placed or to be placed in the future with the Production House if the client reneges on payment of one invoice raised. The title of the goods will be transferred from the client to the Production House until full payment of the invoice (with interest charges of 4% accum per annum) is paid by the client and in an agreed timely manner. If the invoice is not paid within ten working days of raising the invoice then the Production House has the right to sell all clients' garments, fabric, components, trims etc to recover the full value of the unpaid invoice without the express knowledge or consent of the client. The Production House will however notify the client that goods, fabric, components et al will be sold prior to the commencement of selling the items.

Exclusivity and Copyright

The Production House abides by any exclusivity and copyright agreements specified by the client. Where requested, and will sign Confidentiality Agreements.

Other items

In certain exceptional circumstances the Production House may provide fabric and trims for a designer's order. This is done by agreement only.

Confirmation of terms

Please sign below as confirmation that you have read, fully understood and agree to abide by the 'Procedures for Working with The Production House' for all orders placed with the Production House. From time to time the Production House may update and modify these procedures. Changes will be made known.

Failure to comply with these procedures, terms and conditions of business may result in termination of contract. This is at the discretion of the Production House.

To the maximum extent permitted by the applicable law, the Production House will have no liability for any loss or injury or damage whatsoever caused or suffered by clients, which arises out of or in connection with The Production House. Where legal disputes do arise then English Law presides.

We look forward to working with you and will endeavour to support you so your brand develops to its full potential.

Signed by Client:

Print name:

Position:

Company Name:

Date:

Signed on behalf of House Of Fennel:

Print name:

Position:

Date:

THE PRODUCTION HOUSE - TERMS AND CONDITIONS OF BUSINESS

1 Definitions

1.1 In these terms and conditions:

“**The Production House**”, mean House Of Fennel;

“**Client**” means the person, designer, firm or company who places the Purchase Order;

“**Contract**” means the Purchase Order and related specifications and the Production House acceptance of the Purchase Order and related specifications;

“**Goods**” means the goods or services described in the Purchase Order;

2 General application

2.1 These terms and conditions are the only terms and conditions upon which the Production House is prepared to deal with the Client in relation to the purchase of the Goods and they shall govern the Contract to the exclusion of all other terms and conditions. No variation to these terms and conditions shall be valid unless expressly agreed to in writing by the Production House.

2.2 A Purchase Order is deemed to be accepted by the Production House by confirmed writing/email.

2.3 These terms and conditions will apply to all Contracts between the Production House and the client.

2.4 The Production House may apply certain procedures and codes of conduct in addition to these terms and conditions of business in agreement with the client. The terms and conditions of business take precedence over such procedures and codes of conduct.

3 Risk and title

3.1 The Goods remain the property of the Production House until they are paid for in full.

3.2 Responsibility for the safe keeping, insurance and any other risk passes to the Client at the time of delivery.

3.3 Raw materials belonging to the Client remain the property of the client. However, semi-finished and finished goods remain the property of the Production House until paid for in full. Title is held of raw materials and components for future orders to fulfil payment obligations of existing current orders.

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4 Price and payment terms

4.1 The price for the Goods shall be as stated in the Contract unless changes are agreed in writing by both parties.

4.2 The price for the Goods shall be exclusive of any Delivery Charges, which the Client shall pay to the Production House (where agreed) in addition to the price of the Goods.

4.3 The Client shall pay the Production House, the full price for the Goods before collection or despatch of the Goods unless otherwise agreed in writing.

4.4 The Client may not make any deductions from the price for the Goods whether by way of set-off, counterclaim, or otherwise.

4.5 The Production House reserves the right to claim interest on late payments. The interest rate will be calculated as the base rate plus 4%. Furthermore, the Production House reserves the right to cease work on other Contracts with the Client until late payments have been paid, and the Client shall have no recourse to the Production House in this event.

5 Delivery

5.1 Unless agreed otherwise in writing (which may include by email) by the Production House, delivery of the Goods shall take place at the Production House. Where the Production House

agrees to deliver elsewhere, the Client shall be liable to pay the Production House charges for carriage, packaging and insurance (“**Delivery Charges**”) in addition to the price for the Goods.

5.2 Unless otherwise agreed in writing, the Client shall take delivery of the Goods within seven (7) days for sample Goods, or fourteen (14) days for production Goods, of being notified by the Production House that the Goods are ready for delivery.

5.3 Any dates specified by the Production House for delivery of the Goods are intended to be estimates and time for delivery shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time of the Production House acceptance of the Purchase Order.

5.4 The Client is responsible for delivery to the Production House of full and accurate instructions, fabric, trims and any other raw materials required under the Contract. All such items must be delivered by the date specified. The delivery date of the Goods is dependent on the Client providing full and accurate instructions, fabric, trims and any other raw materials by the agreed in the Contract. Late delivery of such items will be considered to be a breach of the Contract by the Client and will necessitate a new Contract with new delivery dates.

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5.5 The Production House may deliver the Goods in separate instalments at their discretion. Each such instalment shall be deemed a separate Contract and shall be paid for by the Client in accordance with the provisions of the Contract.

5.6 If the Client does not accept delivery of any of the Goods in accordance with clause 5.2, then (a) the Goods shall be deemed to have been delivered, (b) risk in the Goods shall pass to the Client, (c) The Production House may store the Goods until actual delivery at the Client’s expense, and (d) The Production House reserves the right to sell or otherwise the Goods or any of them to a third party without giving notice to the Client.

6 Changes

6.1 The quantity, quality and description of the Goods are as per the Contract. If the Client requests a change (“**Change**”) to the quantities or the specifications of the Goods, The Production House may at its sole discretion provide the Client with details of any increase in the price for the Goods to cover any costs of implementing the Change, also details of any other ways that the Contract may be affected (for example the delivery date). If the Client wishes the Production House to proceed with the Change, the Production House shall have no obligation to do so unless and until the Client has agreed in writing (which may include by email) to pay the increased price for the Goods and to accept any other resulting changes to the Contract. Changes will only be made if agreed in writing by both the Client and the Production House.

7 Warranty

7.1 Subject to the other provisions of the Contract, the Production House warrants that, on delivery, the Goods will be of satisfactory quality and reasonably fit for the purpose for which goods of the kind in question are commonly supplied.

7.2 If any of the Goods do not conform with the warranty in clause 7.1, the Production House shall at its option replace such Goods or refund the price of such Goods at the pro rata Contract rate, and shall have no further liability for a breach of this warranty in respect of such Goods.

7.3 The Client is responsible for checking the quality of the Goods at the point of Delivery. Once the Goods have been delivered they are deemed to have been accepted by the Client.

8 Liability

8.1 Subject to clauses 8.2, 8.3 and 9.1, the total liability of the Production House to the Client under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, for any loss, damage, costs or expenses, shall not exceed the total sum payable by the Client under the Contract.

8.2 Subject to clause 8.3, the Production House shall have no liability to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profits or loss of business or for any consequential or indirect loss or damage arising under or in connection with the Contract.

8.3 Nothing in these terms and conditions shall exclude or limit the liability of the Production House to the Client for any matter for which it would be illegal or unlawful for the Production House to exclude or limit its liability.

9 Force Majeure

9.1 The Production House shall not be deemed to be in breach of this Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to any cause beyond its reasonable control, including without limitation: an act of God; compliance with any law or governmental rule, regulation or direction; war; riot; strike; lockouts or other industrial disputes; malicious damage; fire; flood; storm; accident; default of or any act or omission of the Client, suppliers, service providers or sub-contractors; or breakdown of plant or machinery.

10 Intellectual property

10.1 The Production House may use the methods, processes, know-how, confidential information and other intellectual property rights ("**House Of Fennel's IP**") which it owns or is licensed to use to provide the Goods in the Purchase Order. The Client shall not use the Production House IP without prior written permission.

10.2 The Client warrants to the Production House that:

10.2.1 The Client will not upload or transmit any files or materials to the Production House which contain any bugs, viruses, worms, trojan horses, or other harmful or disruptive elements, and

10.2.2 The Client owns or is licensed to use (and to allow others to use) any images or other intellectual property the Client provides to the Production House for the purposes of the Contract, and that the Production use of such images or intellectual property will not infringe the intellectual property or other rights of any person anywhere in the world.

10.3 The Client agrees to indemnify and keep fully indemnified the Production House from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) awarded against or incurred or paid by the Production House as a result of or in connection with any breach of the warranties in clause 10.2.

11 Termination

11.1 The Production House may at any time, by notice in writing to the Client, terminate the Contract immediately:

11.1.1 If the Client commits any breach of this Contract and fails to remedy such breach (if capable of remedy) within seven (7) days of having received written notice of such breach from the Production House; or

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11.1.2 If the Client has a resolution passed or a petition is presented to wind it up (other than for a solvent reconstruction or amalgamation), or has a receiver appointed of the whole or any part of its assets, or is subject to any bankruptcy, insolvency, administration or similar proceedings, or ceases (or threatens to cease) to carry on its business; or

11.1.3 In circumstances of force majeure (as set out in clause 9.1).

11.2 Termination of the Contract, for whatever reason, shall be without prejudice to any accrued rights of the Production House. The terms and conditions of this Contract which, expressly or implied, have effect after termination shall continue to be enforceable notwithstanding termination.

11.3 If the Client terminates the Contract, the Client will pay the Production House the full value of work carried out by the Production House up to the point of the Production House receiving written notice of termination. This payment will be due immediately on confirmation by the Production House of the value of work done by the Production House.

12 General

12.1 The Production House may at any time assign this Contract or any of its rights under this Contract or sub-contract any or all of its obligations under this Contract. The Client may not assign this Contract or any of its rights under this Contract without the prior written permission of the Production House.

12.2 If any provision of these terms and conditions is held to be illegal or unenforceable to any extent, that provision will, to that extent only, be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.

12.3 No failure or delay by the Production House to exercise any right under this Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.

12.4 This Contract contains the entire agreement of the parties with regard to its subject matter and supersedes and replaces any and all prior discussions, correspondence, proposals, or agreements between them with respect thereto. The Client acknowledges that it has not relied upon any representation, statement or promise of the Production House which is not set out in the Contract.

12.5 This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

I have read and agreed to the Terms and Conditions of Business. These will apply to all orders placed with the Production House.

Signed by Client:

Print name:

Position:

Company Name:

Date:

Signed on behalf of House Of Fennel:

Print name:

Position:

Date: