



Dynamyx

Corporate Apparel &
Promo Specialists

Terms & Conditions of Service

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1 Delivery Period

1. Dynamyx manufactures on a made to order basis.
2. Manufactured orders are typically delivered within 8-10 weeks, calculated from the time that all employees have been fitted for their uniform sizes. For branding or embroidery applications to uniforms, an additional 7 business days is added.
3. Confirmed orders are processed in date order, not according to order size.
4. Dynamyx cannot be held responsible for delays beyond its control, e.g. industrial action, collective bargaining action, power failures, acts of God or any other force majeure.
5. The said delivery time is subject to the availability of the selected fabrics.
6. Public Holidays are excluded from the delivery timeline cycle.
7. The final intake of orders for delivery in any given calendar year is 1 October. Orders received after this date will be scheduled for production in the following year.

2 Payment Terms

1. All prices exclude VAT, delivery cost & related insurance, cross-border duties and embroidery or branding.
2. Unless agreed to otherwise, our quotation is valid for a period of 5 business days, where after it could be subject to material and/or labour increases.
3. An order confirmation deposit of 60% is payable before any order is processed and when applicable before any uniform fitting arrangements can be made. The balance is strictly payable after manufacturing and before the order can be released for dispatch or collection.
4. All orders that are more than R1 million are subject to an 80% deposit. The balance is strictly payable after manufacturing and before the order can be released for dispatch or collection.
5. The client is not entitled to attach any condition to any balance or outstanding payment.
6. Re-orders or additional orders will only be processed for production once any outstanding payments have been settled in full.

3 Ownership

1. Dynamyx retains ownership of goods until the purchase price and delivery cost has been paid in full.

4 Fitting Garments

1. Fitting Garments are garments that Dynamyx provides to employees to try on for them to select the best fitting size.
2. The process of determining the correct size to order is the same as what one would do in a retail-clothing store.
3. A fitting range of our styles, which varies between sizes 28 to 54, is available to enable employees to try on and select the best fitting size during the time of the scheduled fitting session.
4. We do not supply uniforms for sizes smaller than size 28(XS) and larger than size 54(4XL).
5. At least two of our employees will be present to assist during this fitting session.
6. Once fitted, employees are required to sign their Uniform Order Form, thereby confirming their selected garments sizes and acceptance of additional charges relating to personal preference adjustments, should it be required.
7. All uniforms are being delivered with personal adjustments, sleeve length and hem adjustments already been attended to during the production process; garments are therefore ready to wear upon delivery.

5 Fitting Sessions

1. Fitting sessions are only scheduled after receipt of the client's official purchase order and order confirmation deposit.
2. Dynamyx, in conjunction with the client's appointed Uniform Coordinator, shall schedule 1 fitting session at the client's premises during which all staff members are being fitted for new uniform.

3. Fittings are charged at R400 per hour of fitting. Dynamyx commits to fitting at least 6 people per hour.
4. Dynamyx reserves the right to waive any fitting fees, at its sole discretion.
5. Two staff members of the same gender are being attended to / fitted at the same time for a maximum of 10 minutes.
6. Subject to the staff head count a fitting session can be scheduled over a period of 2 consecutive days in order to accommodate shifts.
7. Staff members not attending the scheduled fitting session are required to arrange a separate fitting at the Dynamyx premises or the appointed Uniform Coordinator will need to take their measurements and send them to Dynamyx.
8. Dynamyx shall, in accordance with the client's Uniform Coordinator, schedule a uniform fitting session at least 7 days in advance for employees to be notified timeously of the appointed fitting date/s.
 - a. Dynamyx requires a complete staff list indicating Department, Position, Gender and Name at least five days prior to the scheduled fitting session.
 - b. A room with an adjoining room/bathroom where staff can change will ensure a smooth fitting session with the least interruptions.
9. Subject to distance, the client is responsible for Dynamyx costs of traveling, and accommodation if necessary.
 - a. Alternatively, Dynamyx shall provide the client with an Employee Measurement Sheet, instructions and guidance on how to take the correct measurements of staff members. After receipt of these staff measurements, Dynamyx converts these measurements to the nearest standard size and the new uniform is manufactured accordingly.

6 Alterations/Adjustments

1. Dynamyx uniform pricing structure does not allow for or include costs that involve the production of custom-made uniforms to individual body measurements.
2. Uniforms by their very nature are made to fit an average body type. Consequently, garments may need to be slightly altered for it to fit perfectly.
3. As part of our service, we lengthen/shorten sleeve lengths, skirt and trouser lengths free of charge. These adjustments are determined and discussed at the time of the Fitting Session, prior to the manufacturing of the uniforms. Once the uniforms have been manufactured and delivered, alteration fees with regards to the above will apply.
4. All alterations or adjustments, except for those stipulated in paragraph 6.3 above, that is required due to personal preference, irrespective of pre- or post-production, are being charged - for at current alteration rates.
5. Non-standard body measurements and sizes smaller than #28 or larger than #54: If none of our standard sized fitting garments fit properly and adjustments is not sufficient to provide for a proper fitting garment, made-to-measurement garment patterns for each style is drafted. Customized manufacturing of these garments may be necessary. This service is available at the cost of R1,200 excluding VAT for each pattern and a surcharge of 35% of standard garment cost for the manufacturing of these garments. As an alternative option, our material can be purchased for own dressmaking.
6. Alteration Call Out: Should we establish during the call-out that the majority of adjustments are due to personal preference and/or change in body measurements, a call-out fee of R800 per hour, which includes travelling time, will apply. Once the required adjustments and/or the re-cut of new uniforms have been established, Dynamyx will submit an invoice for these services, which is to be paid in full and in advance. Adjustments to and re-cuts of uniforms will not commence until all outstanding balances and/or invoices have been paid in full.

7 Guarantee & Returns

1. All our uniforms carry a quality satisfaction guarantee. We make every possible effort to ensure each garment leaving our factory is free of defects, is true to the size fitted, and the necessary adjustments according to each individual's personal preference have been attended to.
2. Any claims due to defect in workmanship or human error must be reported in writing within 7 days of receipt of the uniforms. Defect garments must be returned to us within 20 days from receipt of the order.
3. Once the relevant order has been paid in full the claim will be assessed and if valid, the garment will be repaired or replaced free of charge.

4. If no notification is received within 7 days, the uniforms shall be deemed to have been accepted by the client as being in good order and no claims thereafter will be considered.
5. Made to order uniforms are not returnable or refundable under any circumstances.
6. Should management agree to a refund in exceptional circumstances, a 30% handling fee will be applied on all refunds.
7. All our fabrics carry a 12-month guarantee on the following provisos:
 - a. That all care and laundry instructions are strictly adhered to on all laundry cycles
 - b. No strong detergents or bleach is ever used on the garments.
 - c. That the recommended number of garments are purchased per person: 2 x jackets; 3 x tops; 2 x bottoms; 2 x neckwear.

8 Packaging & Uniform Distribution

1. Uniforms are being delivered pre-packed per individual staff member and according to department for easy distribution.
2. Parcels are clearly labeled with employee's name, department and quantity garments ordered and packed.
3. A delivery note accompanies all consignments, which clearly indicate the quantity of uniforms being delivered.
4. Dynamyx is not responsible for distributing uniforms to the employees.

9 Additional Charges

1. The client shall be liable for costs and expenses incurred by Dynamyx where the client provides inadequate or inaccurate instructions.
2. The client shall be liable for extra charges in respect of any special arrangements made at the client's request to expedite delivery of an order, e.g. expenses involving Dynamyx staff members working overtime.

10 Cancellation / Changes to Orders

1. Should an order be cancelled before production has commenced, a cancellation fee of 25% of invoice value is applicable.
2. No cancellation of orders will be permitted once fabric has been procured or if the order is already in production.
3. If an order is cancelled after employees have been fitted for new uniforms, the client is liable for 25% of the total order value.

11 Garment Care Instructions

1. All garments are labelled with clear care instructions. Over and above garment care labelling, included in each employee's uniform pack is more guidelines regarding good quality detergents, pressing and drying tips, etc.
2. If the client, its employees, or its appointed launderer do not follow the garment care label instructions carefully, we cannot be held liable for deterioration in the quality or life of the garments.
3. All garments are not prewashed. The client therefore agrees to an industry-accepted level of colourfastness that may occur on the initial wash cycles of the garments.

12 Continuity of Fabric or Garments

1. Dynamyx does not keep a stock of fabrics and relies on reputable fabric merchants to provide us with the required fabrics.
2. Although we endeavour to reserve the selected fabrics, the possibility exists that the selected fabric may become unavailable between the initial presentation and the acceptance of the quotation.
3. Minor colour variations may occur when we re-order fabric due to different dye lots over which we have no control.

4. On the basis of continued improvements, we do make changes to existing patterns/styles from time to time.
5. For items such as men's ties and ladies scarves continuity is not guaranteed. Top-up ties or scarves must be ordered at the time of the original bulk order. These items must be paid in full and in advance. These items can be held in stock at our warehouse or delivered to the client together with the bulk order delivery.
6. Any 'off-the-shelf- garments', such as fashion shirts/blouses, fashion suits, golf shirts, informal padded jackets, etc. are almost always only available for a seasonal period. We therefore cannot guarantee the supply of the same garment. If such a garment is no longer available, we will provide a similar looking garment.
7. Seasonal items such as fleece jackets, padded jackets and thermal underwear are mostly only available during the months before winter to mid-winter. Stocks are low towards middle to end winter, suppliers only re-stock towards March the following year. Please bear this in mind when ordering such items.

13 Liability

Dynamyx cannot be held liable for any of the following:

- a) Orders manufactured based on the wrong information received, e.g. wrong sizes ordered, wrong quantity, wrong colour.
- b) Sizes manufactured based on body measurements that have been measured and submitted by the client or its representative.
- c) Garments that do not fit properly due to wrong sizes having been ordered.
- d) Garments that do not fit properly due to change in body measurement between date of order and date of delivery.
- e) Damaged caused to garments by the failure of observing care instructions.
- f) Unavailability or discontinuity of selected fabrics, garments or items such as ties.

14 Storyboards & Sampling

1. Based on a brief received from the client, Storyboards / Presentation Boards with various uniform suggestions can be prepared by our Design Team. Costs relating to design boards are R600 per model / figurine. Storyboards will be sent to the client via email. Large or standard format colour printed and laminated copies can be provided at an additional cost. Costs relating to design boards will be added to the client's invoice upon receipt of the client's order. Subject to our discretion and to the size of the order, costs relating to the preparation of storyboards are discountable or in certain instances waived. Should we not receive an official order within 60 days, the client will be charged in full. Styles and colourway suggestions as presented on our storyboards may not be copied or passed on to other uniform suppliers under any circumstances. We require a period of 15 working days for the preparation of storyboards.
2. Sample garments made to storyboard specification can be provided at 2.5 times the standard garment price. Continued changes to and manufacturing of sample garments are charged for at the same rate. Sampling must be paid in full and in advance. Upon receipt of the official purchase order for sample garments including full payment, the manufacturing of the samples will commence. On receipt of the client's official bulk uniform order, the cost of the final approved samples will be credited to the client. The final samples remain the property of Dynamyx. Manufacturing timeframe of sample garments varies between 15 and 20 business days and is subject to the availability of fabric, embroidery applications and/or drafting of new patterns and its full-size range. Sample garments manufactured by Dynamyx may not be copied or passed on to other uniform suppliers under any circumstances.
3. Where the client requires uniform styles for designs/patterns which are not in our pattern library, a new pattern is drafted and its full size range graded. Costs relating to this service are subject to the intricacy of the pattern and can vary between R1,500 to R4,000 for the full pattern set. The pattern set remains the property of Dynamyx.

16 General

1. Dynamyx reserves the right to refuse or cancel any order at any time.
2. Due to the annual increase of operational costs, any monetary values stipulated in this agreement may change from time to time without any prior notice.

3. Dynamyx Terms & Conditions of Service shall apply to all orders placed by the Client at any time.
4. The Client acknowledges that these Terms & Conditions of Service constitute a binding agreement between the Client and Dynamyx.
5. The Client hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the Magistrate's Court Act, No 32 of 1944 as amended, for all claims that Dynamyx may have against the Client. This clause does not preclude the right of Dynamyx to institute any action in the Supreme Court of South Africa.
6. The parties choose as their domicillium citande et executande for the delivery of all Court processes and any notices, the address that appear on the Client's official order and/or correspondence and Dynamyx invoices and/or correspondence.
7. No addition to, variation of, or agreed cancellation of this agreement will be binding for any purpose unless addressed in writing and signed by or on behalf of the parties.
8. No waiver of any of Dynamyx Terms & Conditions of Service will be binding for any purpose unless addressed in writing and signed by or on behalf of the parties. Any waiver will only relate to that specific waiver and be for no other purpose.
9. No relaxation or indulgence that any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
10. Upon receipt of the official order and/or order confirmation deposit, Dynamyx will assume that the above Terms & Conditions of Service have been accepted without any reservation.