

DESIGNER AGREEMENT

Fusion Attire (Pty) Ltd | fusionattire.co.bw | Document ref FA-POL-DA-001

1. SCOPE

This agreement governs the relationship between Fusion Attire (Pty) Ltd (“Fusion Attire”, “we”, “us”) and each independent designer (“you”, “the Designer”) who supplies products through fusionattire.co.bw. It applies from the date we verify you as a designer and continues while you supply products through Fusion Attire.

This agreement is governed by the law of Botswana. Its Schedule A (Key Terms) is identical in our Returns, Cancellations and Refunds Policy (FA-POL-RET-001) and Shipping and Delivery Policy (FA-POL-SHIP-001), and forms part of this agreement. If anything in the body of this agreement differs from Schedule A, Schedule A applies.

2. SUMMARY

Role	Responsibility
You (the Designer)	Fund and hold your own stock; produce items to AfriSize; manage your product listings; measure and photograph every garment before dispatch; pack every order in Fusion Attire packaging; dispatch Ready Stock within 2 business days of an order being confirmed to you; fulfil Made-to-Order and Custom Commission orders within agreed timelines; bear the costs of defects you cause.
Fusion Attire	List and market your products; set the retail price; process customer payments; handle customer service, logistics and returns; pay you the wholesale price on each completed sale, weekly, after the return window has closed.

3. YOUR STATUS

You supply products to Fusion Attire as an independent, verified supplier. You are not an employee, partner or agent of Fusion Attire, and this agreement does not create a marketplace relationship: you do not sell directly to customers under your own name. Fusion Attire sells to the customer, so the customer’s claims are against Fusion Attire. This agreement is how the cost of a claim you caused is recovered from you.

4. INVENTORY AND FUNDING

You fund and hold your own stock. Fusion Attire never purchases inventory, never pays a deposit, and never advances funds to you. This applies across all three order types described in section 5. Fusion Attire never pays you before the return window has closed.

5. ORDER TYPES

You may offer your products under one or more of the following categories, as described in our Returns, Cancellations and Refunds Policy. We confirm an order to you only once the customer’s payment has been verified.

Category	Your obligations
Ready Stock	Hold sufficient finished stock, made to AfriSize sizing, ready to dispatch. Dispatch is within 2 business days of payment being confirmed.
Made-to-Order	Publish an accurate production lead time on your product listing, typically 2 to 3 days, and meet it once an order is confirmed to you.

Category	Your obligations
Custom Commission	Conduct the customer consultation, agree a written specification, and produce to that specification once the customer approves it.

6. AFRISIZE, QUALITY AND DISPATCH

6.1 AfriSize

Every product you supply must meet AfriSize, Fusion Attire's proprietary sizing standard. A finished garment measurement that differs by more than 2 cm at any measured point from the published AfriSize chart, or from a Custom Commission customer's own measurements, is a defect under our Returns, Cancellations and Refunds Policy.

6.2 Pre-dispatch measurement

Before any dispatch, you lay the garment flat, measure it and send a photograph to Fusion Attire. No photograph, no dispatch. That photograph is the evidence we check every sizing claim against.

6.3 Packaging

Every order is packed in Fusion Attire packaging with the thank-you card. Packaging stays Fusion Attire property and is used only for Fusion Attire orders.

6.4 Who bears the cost of a defect

Where a customer's claim is confirmed under the Returns, Cancellations and Refunds Policy, this is how the cost is allocated:

- **Defect, or an error made by you.** All costs of a confirmed defect, including delivery both ways, are borne by the designer. You repair or replace the item at your own cost, first. If neither is possible within 10 business days of the claim being approved, the customer receives a refund, including the delivery fee, and that refund is also charged to you.
- **Deduction.** Fusion Attire deducts these costs from your next payout.
- **Errors made by Fusion Attire and damage in transit.** Fusion Attire bears the cost, not you.
- **Customer-caused cost.** Where the customer caused the cost (change of mind, a size chosen within tolerance, a wrong address, not being home), the customer bears it and no cost falls on you.

7. CANCELLATIONS AND THEIR EFFECT ON YOU

Our Returns, Cancellations and Refunds Policy sets out when a customer may cancel an order free of charge. Its effect on you is as follows.

7.1 Ready Stock

A customer may cancel any time before dispatch. No payout is made for a cancelled order. Where a change-of-mind return is accepted for exchange or store credit, no payout is made for the returned item, the item comes back to you, and any exchange or store-credit order is paid as a new order under section 9.

7.2 Made-to-Order

Once we have confirmed an order to you, the customer cannot cancel, so you are paid as normal once the return window closes. If a defect claim succeeds, section 6.4 applies.

7.3 Custom Commission

The deposit is 50% of the quoted price, with the balance due from the customer before dispatch. The deposit is refundable until the specification is approved and non-refundable after. Fusion Attire holds the deposit. You begin production only once the specification is approved.

7.4 Failed delivery

Where an order is cancelled because delivery failed for a reason caused by the customer, no payout is made for a Ready Stock order and the item stays with you. For a Made-to-Order or Custom Commission order, you are paid the wholesale price on the next payout date after the cancellation, because the customer is not refunded.

7.5 Missed lead times and cancellations caused by you

If you cannot fulfil an order we have confirmed to you, you bear any delivery cost already paid out. Three failures in 90 days means suspension from listing.

8. PRICING

You submit a wholesale price for each product. Fusion Attire sets the retail price. You are paid the wholesale price on each completed sale. Fusion Attire keeps the difference.

9. PAYOUTS

We pay weekly, every Friday, for all orders whose return window closed that week. The return window is 7 days after delivery. We pay to your nominated bank account or MyZaka wallet. There is no minimum payout threshold. We never pay out money that could still be refunded, so we never claw back. Amounts owed under sections 6.4 and 7.5 are deducted from your next payout.

10. INTELLECTUAL PROPERTY

You retain ownership of your designs. By supplying a product to Fusion Attire, you grant us a licence to photograph, list, market and sell that product for as long as it remains available through Fusion Attire. Fusion Attire's brand, platform, the AfriSize standard, and our website content remain our property.

11. CUSTOMER DATA

Where you receive a customer's measurements or specification for a Custom Commission, you may use that information only to produce the item ordered, and must handle it in line with our Privacy & Data Protection Policy and the Data Protection Act, 2024 of Botswana. You must not retain or use a customer's information for any other purpose, and must delete it once the order is complete unless we agree otherwise in writing.

12. DESIGNER DATA

12.1 Consent. By signing this agreement the designer consents to the following.

12.2 Storage and use. Fusion Attire stores the designer's verification, sizing, sales and fulfilment data for as long as the designer is active, plus the period the law requires records to be kept. Fusion Attire uses that data anonymised and aggregated in its reports and intelligence products. It is shared in identifiable form with retail or procurement partners only after telling the designer.

13. NON-SOLICITATION

You may not sell off-platform, directly to a customer who came to you through Fusion Attire, for 12 months after that customer's first Fusion Attire order.

14. CONFIDENTIALITY

The commercial terms between you and Fusion Attire, and any customer information you receive, are confidential and must not be shared with a third party.

15. TERM AND TERMINATION

Either party may end this agreement with 14 days' written notice. Fusion Attire may end it immediately for fraud, repeated quality failure or breach of section 13. Open orders must be fulfilled either way.

16. WHAT THIS AGREEMENT DOES NOT COVER

- A signed addendum overrides this agreement only if it is signed by the Founder of Fusion Attire.
- Your relationship with your own suppliers, contractors or customers outside Fusion Attire.
- Sales you make independently of Fusion Attire, subject to section 13.

17. HOW TO RAISE AN ISSUE

Step	What happens
1	Email us at info@fusionattire.co.bw with details of your query or dispute.
2	We acknowledge your query within 2 business days and answer within 7 business days.
3	If the matter remains unresolved, it goes to the Founder, then to mediation, then to the courts of Botswana, as set out in section 18.

18. CONTACT AND DISPUTES

Email: info@fusionattire.co.bw

Designer enquiries: +267 77967389

Unresolved matters go to the Founder, then to mediation, then to the courts of Botswana. To reach the Founder, write to the Founder's office at thabangboy@fusionattire.co.bw. We will respond in writing within 7 business days.

Fusion Attire (Pty) Ltd | Company registration [Fusion Attire Proprietary Limited BW00009095661](#) Gaborone, Botswana

SCHEDULE A. KEY TERMS

This Schedule is identical in the Returns, Cancellations and Refunds Policy (FA-POL-RET-001), the Shipping and Delivery Policy (FA-POL-SHIP-001) and the Designer Agreement (FA-POL-DA-001). If anything in the body of any of those documents differs from this Schedule, this Schedule applies.

Term	Rule
Transit damage: report window	Within 48 hours of delivery, with photographs of the outer packaging and the item. The cost is borne by Fusion Attire.
Defect, wrong item or wrong size sent: report window	Within 7 days of delivery, with photographs.
Change-of-mind return (Ready Stock only)	Within 7 days of delivery. Exchange or store credit only; no cash refund. The item must be unworn, unwashed and unaltered, with tags attached. Made-to-Order and Custom Commission items cannot be returned for a change of mind.
Return window	7 days after delivery. A designer is never paid before the return window has closed.
Cancellation: Ready Stock	Any time before dispatch. Dispatch is within 2 business days of payment being confirmed.
Cancellation: Made-to-Order	Free only until Fusion Attire confirms the order to the designer, normally the same day as payment. After that, no cancellation and no refund.

Term	Rule
Cancellation: Custom Commission	The deposit is 50% of the quoted price, with the balance due before dispatch. The deposit is refundable until the specification is approved and non-refundable after.
Unpaid orders	Cancelled automatically if not paid within 24 hours of the invoice.
Cancellation by Fusion Attire	Full refund, including any delivery fee paid, within 5 business days.
Defect remedy	Repair or replacement by the original designer first. Refund, including the delivery fee, only if neither is possible within 10 business days of the claim being approved.
Who pays: confirmed defect, or an error made by the designer	The designer: all costs, including delivery both ways.
Who pays: change of mind	The customer: delivery both ways.
Who pays: size chosen by the customer (garment within the 2 cm AfriSize tolerance)	The customer: any alteration and all delivery.
Who pays: an error made by Fusion Attire	Fusion Attire.
Return delivery	Change of mind: the customer arranges and pays. Defect: Fusion Attire arranges collection and charges it to the designer.
Delivery fees	Gaborone: P30 flat. Surrounding areas: P40 flat. Everywhere else in Botswana: Sprint Couriers' zone rates, by number of items. No free-delivery threshold. Delivery is paid in full together with the order, before dispatch. Couriers never collect cash.
Failed delivery caused by the customer	Redelivery is charged at the full delivery rate. An order not collected or redelivered within 7 days is cancelled: Ready Stock is refunded at the item price minus all delivery fees; Made-to-Order and Custom Commission orders are not refunded.
Refund timing	7 business days after the item passes inspection, or after cancellation is confirmed where nothing shipped.
Refund method	The same method and account the payment was made from: FNB transfer or MyZaka.
Store credit	Valid for 6 months.
Designer payout	Weekly, every Friday, for all orders whose return window closed that week. Confirmed defect costs are deducted from the designer's next payout.