

MANUFACTURING SERVICE AGREEMENT

FURNISH & SUPPLY-ONLY

March 2026 Edition V1.0

TERMS AND CONDITIONS:

1. RELATIONSHIP BETWEEN PROPOSAL AND AGREEMENT

Definitions

- 1.1 **“Proposal”** – Refers to the written offer issued by Manufacturer outlining the scope, specifications, pricing, materials, and payment terms for the fabrication of custom cabinetry or millwork. The Proposal remains subject to acceptance by the Buyer through any method of acceptance recognized under this Agreement or applicable law, including acceptance by conduct.
- 1.2 **“Manufacturing Service Agreement” or “Agreement”** – Refers to this contractual document, which in combination with the accepted Proposal, establishes the binding “Proposal Agreement” (the Contract) between Manufacturer and Buyer. This Agreement governs the sale, fabrication, and delivery of custom cabinetry or millwork, including all incorporated terms, conditions, attachments, and approved shop drawings.
- 1.3 **“Principal”** – Refers to any legal person, entity, or organization (including individuals, corporations, LLCs, partnerships, estates, or trusts) who authorizes an Agent to act on their behalf and who assumes the legal rights and responsibilities arising from such actions.
- 1.4 **“Agent”** – Refers to a person or entity authorized to act on behalf of a Principal or legal entity, with the authority to create, modify, or affect legally binding relationships with third parties. This includes employees, officers, managers, subcontract administrators, project managers, estimators, coordinators, and similar representatives.

Manufacturer’s Acknowledgment

- 1.5 Manufacturer agrees to fabricate the cabinetry or millwork described in the accepted Proposal and to provide curbside delivery in accordance with this Agreement.

Manufacturer’s services do **not** include installation unless expressly stated otherwise in the Proposal. No action taken by Manufacturer, including but not limited to shop drawing preparation, communication with Buyer, procurement, or scheduling, shall expand Manufacturer’s obligations beyond those expressly stated in the Proposal and this Agreement.

Scope of Work Disclaimer

1.6 Manufacturer is responsible solely for the fabrication and delivery of the cabinetry or millwork described in the accepted Proposal and approved shop drawings. Unless explicitly stated in the Proposal, Manufacturer has no obligations related to:

- carry-in or site placement of goods,
- product staging or protection,
- installation, fastening, securing, scribing, leveling, or field fitting,
- appliance integration or coordination with other trades,
- electrical, plumbing, mechanical, or finish carpentry work,
- on-site adjustments or modifications,
- post-delivery touch-ups, repairs, or corrections,
- verification of site dimensions, framing, or conditions.

Buyer assumes responsibility for ensuring that site conditions, framing, blocking, dimensions, clearances, and other trade work are compatible with the approved shop drawings.

Any discrepancy, obstruction, or dimensional conflict requiring redesign, modification, or re-manufacturing shall be treated as a Change Order under this Agreement.

1.7 Limited Site Assistance

Manufacturer's presence on site for inspection, consultation, adjustment, or repair shall not expand its scope of work, shall not transfer responsibility for installation, and shall not create liability for the work of the Buyer, installer, or other trades.

2. OFFER VALIDITY AND QUALITY CONTROL

2.1 Offer Validity

Proposals remain valid for thirty (30) days unless otherwise stated. Manufacturer may revoke the Proposal at any time prior to acceptance or deposit payment.

2.2 Alteration and Modification Prohibition

After acceptance, Buyer may not unilaterally modify or supplement the terms of the Agreement. Any Buyer-issued forms attempting such modification are governed by the bulwark clauses above and shall be considered rejected unless expressly accepted in writing by Manufacturer.

2.3 Quality Assurance

Manufacturer warrants that all goods will meet industry standards per ANSI/AWI Custom Grade for workmanship and quality. Absolute perfection cannot be guaranteed; however, all appropriate measures will be undertaken to ensure that products and services meet professional-grade specifications and practices.

3. PAYMENT TERMS

3.1 Completion of Fabrication

Because Manufacturer's scope under this Agreement consists of off-site fabrication and supply of custom millwork, completion of fabrication and readiness for delivery from Manufacturer's facility shall constitute substantial completion of work for billing purposes. Upon completion of fabrication and notification that the goods are ready for delivery or shipment, the corresponding contract balance or scheduled progress payment shall become immediately due. Payment shall not be delayed or withheld due to jobsite readiness, installation scheduling, coordination with other trades, or any delays caused by Buyer, Owner, or third parties.

3.2 Retainage

Any attempt to impose retainage, payment holdbacks, or "pay-when-paid" conditions through purchase orders, subcontract agreements, project accounting procedures, or other Buyer-issued documents shall be deemed rejected unless expressly accepted in writing by Manufacturer.

3.3 Unauthorized Chargebacks

Buyer shall not impose unilateral back charges, labor offsets, or deductions against Manufacturer's invoices for alleged defects, corrections, or field adjustments unless such charges are first reviewed, verified, and expressly approved in writing by Manufacturer.

Manufacturer retains the sole right to determine the appropriate remedy for any confirmed manufacturing defect, including repair, replacement, or credit.

Any labor performed by Buyer, installer, or third parties without prior written authorization from Manufacturer shall be deemed voluntary and shall not be billable to Manufacturer nor deducted from any invoice.

3.4 Payment Requirements

Payment terms stated in the Proposal under "Payment Terms" are binding and govern all invoicing events. Buyer's acceptance of the Proposal constitutes agreement to these terms, which supersede any conflicting payment-related provisions in Buyer-issued documents. Delayed or incomplete payments may result in delays to shop drawings, production, or delivery.

3.5 Balance Payments

Unless otherwise specified in the Proposal, all balance payments are due within five (5) calendar days of Buyer's receipt of invoice. Failure to remit payment within this timeframe constitutes a material breach of the Agreement.

3.6 Late Payments

At Manufacturer's discretion, any payment outstanding for more than seven (7) days past the due date may incur a one-time late administrative fee equal to five percent (5%) of the unpaid balance. This fee is intended to compensate Manufacturer for additional administrative handling and disruption to production scheduling and shall apply in addition to any service charges described in Section 3.7.

3.7 Service Charges

Balances overdue by 30 days will incur a monthly service charge of 1.5% on the outstanding amount or the maximum rate allowed by law.

3.8 Remedies for Non-Payment

In the event of Buyer non-payment, Manufacturer may exercise one or more of the following remedies:

3.8.1 Immediate Suspension of Work:

Manufacturer may immediately suspend all work, including but not limited to coordination, shop drawings, fabrication, and delivery, until all outstanding amounts are paid in full.

3.8.2 Acceleration of Balance

If Buyer fails to make any payment when due, Manufacturer may declare the entire remaining balance under the Agreement immediately due and payable without further notice.

3.8.3 Storage Fees & Interest:

Completed or partially completed work withheld due to non-payment may be considered as placed into storage, whether it remains in Manufacturer's facility or is moved off-site, and will be subject to the storage charges described in Section 10 of this Agreement.

3.8.4 Mechanic's Lien:

If any payment remains unpaid thirty (30) days past its due date, Manufacturer may file a Mechanic's Lien or similar statutory as a standard commercial enforcement remedy to secure outstanding balances. Buyer shall be responsible for any attorney fees, filing fees, or administrative costs incurred.

4. TARIFFS, DUTIES, AND MATERIAL PRICE ADJUSTMENTS

Manufacturer's pricing is based on material costs, tariffs, duties, and freight rates in effect on the Proposal date. If, after Buyer's acceptance of the Proposal, any new or increased tariffs, duties, government-imposed fees, material surcharges, freight surcharges, or supplier price hikes result in a material increase in Manufacturer's cost of goods, Manufacturer reserves the right to adjust the contract sum accordingly.

A material increase is defined as any change in Manufacturer's material or freight costs that would significantly erode project profitability or cause the project to operate at a loss.

If such increases occur, Buyer agrees to either:

- Pay the additional costs required to continue the project,
- OR
- Negotiate a mutually acceptable modification to the scope, materials, or finish selections to offset such increases.

If no agreement is reached within a reasonable timeframe, Manufacturer may suspend work without penalty or legal consequence until the matter is resolved. Suspension includes, without limitation, halting shop drawings, procurement, fabrication, delivery scheduling, or installation preparation (if applicable).

Manufacturer shall not be required to perform work at a financial loss under any circumstances.

5. LIMITED WARRANTY

Manufacturer provides a Limited Warranty on the structural integrity and craftsmanship of its custom cabinetry and millwork. This warranty covers the construction, assembly, and overall build quality of cabinets, millwork components, and drawer boxes under normal indoor use for the lifetime of the original purchaser.

Exclusions and Limitations:

A. Activation

- 5.1 The Limited Warranty shall activate on a per-delivery basis, beginning either (i) on the 10th calendar day following each respective curbside delivery, or (ii) upon written confirmation from the Buyer that the goods from that delivery have been fully installed—whichever occurs first. The Buyer shall inspect and report any manufacturing-related defects within five (5) days of each delivery. Omission constitutes acceptance.
- 5.2 This warranty does not cover damage, misalignment, or performance issues arising during the Buyer's handling, staging, storage, or installation process. Manufacturer is not responsible for incidents occurring during or as a result of installation performed by third parties, including the Buyer or its agents.

B. Finish Material Warranty (General Provision)

The following materials are each covered under a one (1) year limited warranty, starting from either the date of goods delivered or the Buyer's written installation confirmation, whichever occurs first:

- 5.3 Shop-applied finishes (stains, clear coats, primers, paints, oils, etc.)
- 5.4 Plastic or metal laminates, PVC and wood veneer edgebanding
- 5.5 Natural wood veneer surfaces
- 5.6 Engineered or reconstituted veneer surfaces

Coverage applies only to manufacturing or application defects, such as delamination, adhesive failure, or improper application occurring under normal indoor use and standard environmental conditions.

Shop Paint Finishing: This warranty applies specifically to Manufacturer's *standard shop-applied paint or clear coat system*, consisting of Centurion or Renner primers and Milesi 2K polyurethane top coats. This system is warranted for one (1) year against defects in adhesion, improper curing, or coating failure under normal indoor conditions. Variations in sheen, minor surface imperfections, or natural color shifts due to aging, light exposure, or humidity are not covered.

Non-Standard Paint Systems: For paints or coatings falling outside Manufacturer's standard finishing system, Manufacturer reserves the right to evaluate their suitability as a cabinet-grade finish. If the finish is deemed unacceptable or incompatible, the Buyer must either:

5.7 Execute a written waiver absolving Manufacturer of responsibility for finish-related warranty claims,

OR

5.8 If feasible, authorize Manufacturer to attempt a color and appearance match by adapting the specified color into a Milesi-compatible finishing system.

5.9 Such adaptation may include additional finishing procedures, steps, or routines necessary to achieve the desired aesthetic or performance outcome. If these adaptations result in additional labor or material costs not accounted for in the original proposal, they shall be subject to a Change Order issued by Manufacturer and payable by the Buyer prior to implementation.

Environmental Conditions: Buyer is responsible for maintaining proper site conditions, including humidity and temperature control. Manufacturer shall not be liable for finish or material issues resulting from environmental exposure, moisture, or improper storage or handling.

Finish Samples and Approval: All finish selections, including colors and sheens, are governed by the sample approval process described under the *Submittals* section of this Agreement. Once a finish or color sample has been signed, dated, and accepted by the Buyer or the Owner, that approved sample constitutes the standard for production and warranty evaluation. Minor variations between approved samples and final finishes due to substrate differences, lighting, or environmental conditions shall not constitute defects or grounds for warranty claims.

Exclusions apply to all above materials:

5.10 Damage caused by excessive moisture, heat, or direct sunlight

5.11 Discoloration, fading, or natural aging due to environmental exposure

5.12 Minor variations in grain, texture, or color inherent to the material

5.13 Damage resulting from improper cleaning, storage, transport, staging or installation by GC or third parties

C. Dimensional Tolerances

5.14 All workmanship and dimensional performance shall be evaluated in accordance with Section 11.16 ("Fabrication Standards and Tolerances") of this Agreement, which incorporates AWI Custom Grade standards. Minor variations within those tolerances shall not constitute defects or grounds for warranty claims.

D. Solid Wood Doors

5.15 Solid wood doors are subject to natural variations and behaviors inherent to the material. Wood naturally expands and contracts due to environmental factors such as humidity, temperature, and seasonal changes. These factors, combined with the origin of the wood, weather conditions during growth, drying duration, mineral content, and natural defects,

can affect the performance and characteristics of a replacement door.

- 5.16 Wood also undergoes oxidation over time, which alters its color and appearance. Under such circumstances, Manufacturer—while offering no guarantees—will make a reasonable effort to match the color of a replacement door to existing ones. However, the aging and oxidation process will result in visible differences. The GC and their client are hereby advised to understand and accept these characteristics before requesting a replacement.

E. Hardware

Standard and specialty hardware components (e.g., hinges, drawer slides, Lazy Susans, LeMans units, pullout trash bins, pocket or sliding door hardware, etc.) are covered under their respective manufacturer warranties (e.g., Blum, Hafele, Richelieu, etc.). Manufacturer will assist in facilitating claims where possible, but cannot guarantee third-party warranty compliance.

F. Alterations

Repairs, modifications, or installations made by anyone other than the Buyer, as a General Contractor and the original purchaser, void this warranty.

G. Commitment to Customer Satisfaction

While this warranty outlines specific limitations, Manufacturer is committed to customer satisfaction and may, at its discretion, evaluate and address issues that fall outside formal coverage. Clients are encouraged to reach out for review and assistance with any concerns.

H. Filing a Warranty Claim

Time Limit for Filing Claims

All warranty claims must be submitted within thirty (30) days of discovering the issue. Claims submitted after this period may, at Manufacturer's discretion, be considered void if the delay prevents reasonable verification of the defect.

To file a claim: Contact Manufacturer with proof of purchase, photos, and a detailed description of the issue. If the claim is deemed valid, Manufacturer will repair or replace qualifying components at its discretion.

I. Transfer

This warranty is non-transferable and applies only to the original purchaser.

J. Installation Disclaimer

This Agreement does not include installation. The warranty does not cover damage, misalignment, or performance issues arising from improper storage, handling, accidental site damage, or installation by third parties.

6. DELIVERY AND RESPONSIBILITY

6.1 General Indemnity

The Buyer agrees to indemnify and hold Manufacturer harmless against claims arising from the installation, handling, or modification of goods by third-parties following delivery.

6.2 Transfer of Responsibility

6.2.1 Delivery Only

Manufacturer's responsibility ends upon safe curbside, driveway or garage delivery of goods. The Buyer or their designated agent(s) are responsible for inspecting the shipment at the time of delivery within 5 days of delivery (or per delivery), ensuring proper handling, unloading, and storage thereafter. Manufacturer is not responsible for any damage, mishandling, or installation-related issues following delivery.

6.2.2 Post-Delivery Protection

Manufacturer may provide protective packaging, including foam wrapping for delicate finish components and shrink wrapping of cabinets or bundled components to stabilize shop-installed cabinet doors or drawer boxes and related parts during transport. Such packaging is intended solely for delivery protection and does not constitute long-term storage or site protection. Following delivery, the Buyer assumes full responsibility for protecting the goods from weather, damage, theft, mishandling, or improper storage.

6.3 Manufacturer-Caused Damage

Manufacturer assumes responsibility for any damages incurred to completed products during loading, shipping and delivery. If caused by its own negligence, Manufacturer shall repair or replace damaged products at no additional cost to Buyer.

7. RECOGNIZED DEFECT CONDITIONS

For purposes of inspection and corrective action under this Agreement, the following conditions constitute the only recognized defects for which Manufacturer may be responsible. Any situation not expressly listed below shall not obligate Manufacturer to repair, replace, or otherwise remedy the work at its expense.

7.1 Deviation from Approved Shop Drawings

A defect exists if a fabricated component materially deviates from the dimensions or specifications shown in the approved shop drawings. For example, a cabinet, door, or panel fabricated to incorrect dimensions relative to the approved drawings constitutes a reportable defect.

7.2 Patent Defects

Patent defects are conditions observable upon reasonable inspection at the time of delivery, conducted within the five (5) day inspection period described in Section 8.

Patent defects include, but are not limited to, the following:

7.2.1 Workmanship Deficiencies

Where the construction or assembly of a cabinet, panel, or millwork component contains a verifiable workmanship deficiency affecting structural integrity or proper function. Craftsmanship refers to the quality of construction or assembly of the product and does not include cosmetic characteristics inherent to natural materials.

7.2.2 **Finish Defects**

Where defects in shop-applied stains, paints, or clear coating systems that are not inconspicuous when viewed at a distance of approximately forty-eight (48) inches under normal lighting conditions, consistent with ANSI/AWI Custom Grade standards. Minor surface variations, natural wood characteristics, or cosmetic conditions visible only upon close inspection shall not constitute defects.

Minor edge artifacts resulting from normal laminate trimming, beveling, or filing processes—including small edge chips or slight color lightening along laminate edges—shall not constitute defects unless clearly visible from normal viewing distance.

7.3 **Latent Defects**

A latent defect exists where a structural or functional manufacturing deficiency could not reasonably have been discovered during the five (5) day inspection period described in Section 8 and becomes apparent only during normal use of the product. Examples may include concealed fastener failure, internal joint failure, structural separation of cabinet components, or improper installation of concealed hardware during shop fabrication.

The Buyer bears the burden of demonstrating that the claimed defect originated from manufacturing and was not caused by installation practices, handling, site conditions, misuse, or modification by third parties.

This provision applies only to defects directly attributable to manufacturing and does not apply to conditions caused by installation, field modification, environmental exposure, misuse, or normal wear.

7.4 **Manufacturer-Caused Damage**

A recognized defect exists if completed products are damaged during shipping or delivery due to Manufacturer's handling prior to transfer of responsibility.

7.5 **Definition of "Without Defect"**

The term "Without Defect" shall mean that none of the recognized defect conditions described above are present.

8. INSPECTION AND DEFECT REPORTING

8.1 **Purpose**

The inspection period described below applies only to visible shipping damage, missing components, finish defects, or other conditions reasonably observable at delivery.

Nothing in this section limits Manufacturer's obligation to correct a confirmed fabrication defect causing a component to materially deviate from approved shop drawings. Manufacturer may, at its discretion, repair or replace the affected component.

This provision does not extend the inspection period for shipping damage, missing items, finish conditions, or issues arising from Buyer's handling, storage, installation, or site conditions.

8.2 **Initial Inspection Period**

Buyer retains the right to inspect all delivered goods within five (5) calendar days of receipt to identify any patent defects, dimensional discrepancies, finish defects, or delivery damage.

8.3 **Patent Defects: Reporting Requirements**

Any patent defect, deviations from approved shop drawings, finish defect, or manufacturer-caused delivery damage must be reported to Manufacturer in writing within one hundred twenty (120) hours of delivery. Failure to report patent defects within the inspection period creates a presumption that the goods were received in acceptable condition.

8.4 **Latent Defects: Reporting Requirements**

Latent defects, as defined in Section 7.3, must be reported to Manufacturer within a reasonable time after discovery. In no event may a latent defect claim be submitted after expiration of the applicable warranty period described in Section 5 of this Agreement.

8.5 **Conditions Excluded from Defect Claims**

Manufacturer shall not be responsible for damage, misalignment, finish issues, or performance conditions arising from handling, storage, environmental exposure, installation, or field modification by the Buyer or third parties after delivery.

9. CANCELLATION AND SCOPE MODIFICATION

9.1 **Cancellation by Buyer**

Buyer may request cancellation of this Agreement by providing written notice to Manufacturer. Such request does not relieve Buyer of responsibility for payment of all work performed, materials ordered or committed, and applicable cancellation charges described herein.

Because the products fabricated under this Agreement are custom manufactured and not readily resalable, Buyer acknowledges that cancellation after engineering, material procurement, or fabrication has begun may result in substantial unrecoverable losses to Manufacturer. Scope reductions that materially alter the overall project scope and contract sum may be treated as contract cancellation at Manufacturer's discretion.

9.2 **Cancellation Charges**

If Buyer requests cancellation of the Agreement after acceptance, Buyer shall remain responsible for:

- 9.2.1 All work performed, including engineering, shop drawings, and project coordination
- 9.2.2 All materials procured or committed for procurement
- 9.2.3 All work in progress and fabrication completed to date
- 9.2.4 Any non-recoverable commitments made by Manufacturer in reliance on this Agreement

In addition to the above, a cancellation fee equal to fifteen percent (15%) of the remaining unperformed Contract Sum shall apply as liquidated damages. The parties agree that this amount represents a reasonable estimate of Manufacturer's lost production capacity, administrative costs, and opportunity loss resulting from cancellation, and is not intended as a penalty.

9.3 **Payment Acceleration Upon Cancellation**

Upon cancellation, all outstanding balances for work performed, materials procured, work in progress, and cancellation charges shall become immediately due and payable.

All previously issued invoices shall remain due and payable in accordance with the terms of this Agreement.

Manufacturer may suspend all work, delivery, or further activity until such amounts are paid.

9.4 **Cancellation by Manufacturer**

Manufacturer reserves the right to suspend work or terminate this Agreement if Buyer fails to make required payments, materially breaches the Agreement, or otherwise prevents Manufacturer from reasonably performing the work. In such event, Buyer shall remain responsible for payment of all work performed, materials procured, and applicable cancellation charges.

9.5 **Effect of Cancellation**

Cancellation of this Agreement does not obligate Manufacturer to deliver partially fabricated goods, unfinished components, or materials unless payment obligations described herein are fully satisfied. Manufacturer shall retain possession and ownership of all fabricated products, materials, and work in progress until all outstanding balances are paid in full.

9.6 **Scope Reduction Requests**

Following acceptance of this Agreement, Buyer may request scope reductions prior to commencement of fabrication; however, such requests are subject to Manufacturer's review and approval.

Scope reductions may not be used to systematically eliminate individual components or phases of the work in order to materially reduce the overall contract value after engineering, material procurement, or fabrication planning has begun.

Where scope reductions are approved, pricing adjustments shall be determined by Manufacturer based on work performed, materials committed, and impact to fabrication scheduling.

9.7 **Credit Policy**

Any credit issued for approved scope reductions shall apply only to future invoices or remaining contract balances. Credits shall not result in cash refunds unless otherwise required by law or expressly agreed to in writing by Manufacturer.

10. STORAGE AND DELAYS

10.1 **Limited Shop Storage**

Manufacturer's facility is a working fabrication shop and is not intended for long-term storage of completed or partially completed project materials. Goods that have been completed, prepared for finishing, or otherwise ready for delivery may remain at Manufacturer's facility only for a limited coordination period.

10.2 Storage Grace Period

Upon notification that goods are ready for delivery, finishing, or final processing, Buyer shall have fifteen (15) calendar days to coordinate delivery, installation readiness, or required approvals.

10.3 Storage Charges

If delivery, finishing, or project coordination cannot proceed within the grace period for reasons outside Manufacturer's control, the affected goods shall be deemed placed in storage.

Storage shall be billed at a rate equal to 1.5% per month of the value of the stored goods, calculated on a daily basis, but not less than one-hundred dollars (\$100) per day. Storage charges compensate Manufacturer for loss of production space and disruption to fabrication operations.

Storage fees shall accrue daily beginning on the first day following expiration of the grace period and shall continue until the goods are delivered, released for delivery, or otherwise removed from Manufacturer's facility.

All storage charges must be paid prior to delivery or release of the goods.

10.4 Release of Stored Goods

Stored goods will not be released for delivery until all outstanding invoices and storage charges are paid in full.

10.5 Delayed Selections or Approvals

Delays in providing finish selections, paint colors, samples, hardware selections, or other required approvals do not suspend the storage grace period.

If such approvals are not received within the grace period, Manufacturer may:

10.5.1 begin charging storage fees

10.5.2 suspend further work on the affected components

10.5.3 adjust fabrication scheduling without penalty

10.5.4 treat the affected portion of the work as substantially complete for billing purposes

10.6 Project Delay and Schedule Adjustment

If project delays—whether caused by Buyer, Buyer's client, third-party trades, site conditions, construction sequencing, or other circumstances beyond Manufacturer's control—prevent normal fabrication progress, delivery coordination, or routine invoicing,

Manufacturer reserves the right to adjust the project schedule and payment structure accordingly.

Manufacturer may issue a revised payment schedule reflecting the updated construction timeline, fabrication sequencing, or delivery conditions. Upon issuance, the revised schedule shall supersede the original payment schedule contained in the Proposal or Agreement.

10.7 Responsibility for Project Delays

Manufacturer shall not be responsible for project schedule delays resulting from Buyer's inability to provide required approvals, selections, jobsite readiness, or coordination necessary for delivery or completion of the work.

11. SHOP DRAWINGS & SUBMITTALS

Design Detail Limitations

11.1 Basis of Pricing

Manufacturer's pricing is based on the design intent and fabrication scope reasonably inferable from the architectural drawings, design drawings, specifications, or other information provided at the time of estimating. Manufacturer's scope includes fabrication of the millwork elements specifically indicated or reasonably implied by those documents.

11.2 Design Omissions

Items, details, fabrication methods, or construction requirements not shown or not reasonably inferable from the drawings—including but not limited to concealed mounting systems, specialty panel attachment methods, architectural panel sequencing, integrated hardware systems, specialty substrates, atypical joinery methods, or non-standard installation tolerances—are not included in the base contract scope.

If such requirements become necessary or are discovered during engineering, shop drawing preparation, coordination with other trades, or fabrication planning, they shall be treated as additional scope and may require additional pricing through a Change Order.

Field Measurements & Verification

11.3 Manufacturer fabricates all products strictly in accordance with approved shop drawings. Approval of shop drawings by Buyer, owner, architect, designer, or project team constitutes confirmation that all dimensions, layout conditions, clearances, and installation requirements have been reviewed and accepted.

11.4 Manufacturer shall not be responsible for dimensional conflicts between fabricated goods and site conditions when fabrication was performed in accordance with approved shop drawings or Buyer-provided dimensions. Field measurement, site verification, and installation alignment are the responsibility of the Buyer, the Buyer's designated labor team, or the installing contractor.

- 11.5 Manufacturer's scope under this Agreement is limited to fabrication and delivery to curb side, driveway, or garage. Manufacturer relies on dimensions and information provided by the Buyer, architect, installer, or project team for markups, revisions, and final fabrication.
- 11.6 Any dimensional discrepancies, obstructions, or site conditions not disclosed prior to fabrication may result in additional charges for revisions, modifications, or re-fabrication. Manufacturer shall not be liable for errors arising from inaccurate, incomplete, or unverified field measurements provided by others.

Shop Drawings & Fabrication Standards

11.7 Approval Status

Approval may occur through written confirmation, electronic communication (including email, text message, or project management software), signed or stamped drawings, or by conduct indicating authorization to proceed, including but not limited to direction to begin fabrication, ordering of materials, payment of invoices related to fabrication, or failure to object within the review period stated in the Proposal.

Such approval constitutes confirmation that dimensions, design intent, and specifications shown in the shop drawings have been reviewed and accepted by the Buyer.

11.8 Authorization to Proceed

Manufacturer does not proceed with material procurement or fabrication until shop drawings are approved. Any direction or authorization by the Buyer or Buyer's authorized representative to proceed with fabrication, order materials, or otherwise advance the work shall constitute confirmation that the shop drawings have been approved.

11.9 Governing Documents

Approved shop drawings supersede prior design drawings for purposes of fabrication. Once approved, any shop drawings prepared by Manufacturer become the governing cabinetry or millwork contract documents for fabrication of the work described in the Proposal or Change Orders, should additional drawings be required.

11.10 Manufacturer's Responsibility

Manufacturer will prepare shop drawings with reasonable care and professional diligence, accurately reflecting design intent based on all available data. Manufacturer shall be responsible only for errors directly resulting from its own negligence or drafting mistakes. Notwithstanding, Manufacturer shall not be responsible for missing components or trim pieces that were not shown on approved shop drawings.

11.11 Buyer's / Reviewer's Responsibility

The party responsible for reviewing and approving shop drawings must ensure compliance with design intent, architectural drawings, and site conditions. Approval confirms the reviewer's acceptance of all information shown. Manufacturer shall not be liable for errors, omissions, or inconsistencies that were visible, reviewable, or not brought to its attention before approval.

11.12 Liability Disclaimers on Stamps or Notes

Any review stamps, notations, or signatures added to Manufacturer's drawings that attempt to transfer or expand Manufacturer's liability beyond the scope of this Agreement shall be deemed void and without effect.

11.13 Errors and Corrections

Manufacturer shall correct, at its own cost, any proven errors or omissions on two-dimensional shop drawings and/or corresponding three dimensional isometrics that are solely attributable to its negligence. Claims must be supported by documented, verifiable evidence. Unsubstantiated claims will not be considered.

11.14 Notice to Proceed and Revisions

Upon written, electronic, or stamped approval of shop drawings, Manufacturer is authorized to order materials and begin fabrication. Any revisions requested after approval must be submitted within twenty-four (24) hours and will require re-authorization in writing. Once fabrication or material procurement has begun, any design changes, scope adjustments, or drawing revisions may result in additional costs and schedule extensions. Revisions that require re-fabrication, re-ordering of materials, or modification of previously completed work will be treated as a change order and billed accordingly.

11.15 Shop Drawing Fees & Revisions

The proposal price for shop drawings typically includes Version 1 (initial issue) and up to two (2) revision cycles based on the Buyer's submitted sketches, designs, or drawings, unless otherwise specified in the proposal. Revisions exceeding the included amount, or any revisions requested after fabrication has begun, will be billed at a rate of \$175 per hour, unless a different rate or revision limit is expressly stated in the proposal or project-specific terms.

11.16 Fabrication Standards and Tolerances

All goods shall be fabricated in accordance with accepted industry practices and AWI Custom Grade standards. Dimensional and assembly tolerances shall not exceed $\frac{1}{16}$ inch in overall cabinet, panel, or component alignment unless otherwise specified in approved shop drawings. Minor variations within these tolerances, or variations resulting from normal wood movement, substrate conditions, or field installation adjustments, shall not constitute defects or grounds for rejection. Manufacturer's responsibility for dimensional accuracy ends at the point of delivery, and adjustments made during installation shall be the sole responsibility of the Buyer or installer.

11.17 Submittals

Submittals, including finish or color samples, must receive written approval prior to production. Approved samples shall be signed and dated by the Buyer or the Owner using the provided disclaimer sticker affixed to the back. Requests for additional samples may incur additional charges.

12. DELAYS AND FORCE MAJEURE

Force Majeure

- 12.1 Manufacturer shall not be liable for any delay, disruption, or failure to perform its obligations under this Agreement arising from causes beyond its reasonable control. Such causes include, but are not limited to, acts of God, natural disasters, pandemics, epidemics, government orders, labor disputes, supply chain interruptions, power outages, material shortages, transportation delays, or other events that prevent or substantially hinder timely performance.
- 12.2 In the event of a force majeure occurrence, Manufacturer shall promptly notify the Buyer and take commercially reasonable steps to mitigate the impact. All affected timelines and delivery dates shall be extended for a period equal to the duration of the event and its effects. Manufacturer shall not be liable for any consequential or indirect losses resulting from such delays.

Lead Time and Schedule Adjustments

- 12.3 All lead times, completion estimates, and delivery schedules provided by Manufacturer are approximate and contingent upon timely approvals, payments, design finalization, and material availability. Delays in the Buyer's performance, including but not limited to late approval of shop drawings, finish samples, color selections, field dimensions, or other required information, shall automatically extend all related delivery and completion dates without penalty to Manufacturer.
- 12.4 Should such Buyer-caused delays result in additional handling, rescheduling, or storage, Manufacturer reserves the right to issue a change order or apply applicable storage fees as outlined in Section 10 (Storage and Delays).

Mitigation and Communication

- 12.5 Both parties agree to act in good faith and communicate promptly to minimize the effects of any delay, whether due to force majeure, Buyer inaction, or external factors. Manufacturer shall resume performance as soon as practicable once the cause of delay has been removed or resolved.

13. CHANGE ORDERS AND FINALIZATION

Change Orders

- 13.1 The Buyer acknowledges that additional work, services, or modifications not specifically outlined in the original Proposal or approved shop drawings may arise during the course of the project. Manufacturer shall have the right to estimate, document, and bill for any such additional work, services, or materials — whether requested by the Buyer, necessitated by field conditions, or reasonably required to complete the project as intended.
- 13.2 All Change Orders must be documented in writing and approved by the Buyer, either through signature, written authorization, or by conduct, including but not limited to the Buyer's continued direction to proceed, acceptance of deliverables, or payment of related invoices. Payment of any Change Order invoice shall constitute full acceptance of the change and its associated cost.
- 13.3 Change Orders are subject to additional charges, which are due and payable in full upon receipt of invoice unless otherwise agreed in writing. Change Orders may also result in

reasonable extensions to lead times, delivery schedules, or completion dates.

13.4 **Contract Sum Adjustments**

Approved Change Orders modify the Total Contract Sum only to the extent of the additional or revised work described in the Change Order. Unless expressly stated otherwise in writing, Change Orders do not alter the original payment structure, milestone schedule, or payment timing established in the Proposal and this Agreement. All Change Order amounts, with regard to extra scope, are additive to the original Contract Sum and shall be invoiced and payable in accordance with the payment terms of this Agreement.

Scope Modifications

- 13.5 Any modification to the original scope of work must be submitted in writing and is subject to Manufacturer's review and approval. Where such modifications affect cost, schedule, or deliverables, Manufacturer will issue revised pricing and update the Total Contract Sum accordingly. No modification shall be binding unless accepted in writing by both parties.
- 13.6 If, after execution of this Agreement, the Buyer, Owner, Architect, or Designer issues revised plans, drawings, or specifications that materially change the scope, quantity, or design intent, Manufacturer shall have no obligation to proceed until revised pricing has been approved in writing. Manufacturer may suspend or delay work until such approval is received.
- 13.7 If the Agreement has been signed but the Buyer or Owner subsequently issues revised plans, drawings, or specifications that materially alter the scope, Manufacturer reserves the right to reprice affected items, amend the Total Contract Sum, and adjust payment milestones as necessary. If a retainer or deposit has not yet been invoiced or collected, these pricing adjustments will be reflected in the initial invoice.

Completion of Manufacturer's Scope

- 13.8 Manufacturer's scope shall be considered substantially complete upon completion of fabrication and readiness for delivery from Manufacturer's facility. Any delays in delivery caused by site readiness, scheduling conflicts, project delays, or coordination with other trades shall not affect the completion status of Manufacturer's work or the Buyer's payment obligations under this Agreement. Buyer acknowledges that Manufacturer's scope does not include installation, field fitting, or site coordination.

14. DISPUTE RESOLUTION AND INDEMNIFICATION

Dispute Resolution Process

14.1 **Initial Resolution**

In the event of a dispute, the Buyer and Manufacturer shall first engage in good-faith discussions to reach a mutually acceptable resolution. Both parties agree to cooperate fully and provide timely communication and documentation to facilitate resolution.

14.2 **Mediation**

If the parties are unable to resolve the matter through direct negotiation, they agree to submit the dispute to mediation as a second attempt at settlement, conducted under the rules of the American Arbitration Association (AAA) or another mutually agreed mediation provider. Each party shall bear its own costs related to mediation unless otherwise agreed in writing.

14.3 **Arbitration**

If mediation does not result in a resolution, the dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall take place in the State of New Jersey, unless otherwise mutually agreed in writing. The party initiating arbitration shall advance all associated filing and administrative costs, subject to final allocation by the arbitrator in the award. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

14.4 **Small Claims Court**

Notwithstanding the arbitration provision above, Manufacturer retains the right, at its sole discretion, to pursue collection of unpaid invoices, balances, or related monetary claims in any court of competent jurisdiction, including Small Claims aka "Special Civil" Court, without first engaging in mediation or arbitration. This carve-out is intended to ensure efficient collection of undisputed payment obligations.

Indemnification

14.5 The Buyer agrees to indemnify, defend, and hold harmless Manufacturer, its officers, employees, and subcontractors from and against any claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

14.5.1 The Buyer's or its agents' handling, storage, or installation of goods after delivery;

14.5.2 Misuse, alteration, or modification of Manufacturer's products; or

14.5.3 Any third-party claims arising from project-specific conditions or design decisions outside Manufacturer's control.

14.5.4 This indemnification obligation shall survive completion, termination, or expiration of this Agreement.

14.6 **Limitation on Consequential Damages**

Manufacturer shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement, including but not limited to project delay damages, loss of use, loss of profits, liquidated damages imposed by third parties, or claims arising from project scheduling impacts. Manufacturer's obligations under this Agreement are limited solely to the repair or replacement of defective fabricated components as provided herein.

14.7 **Maximum Liability**

To the fullest extent permitted by law, Manufacturer's total aggregate liability arising out of or related to this Agreement, whether in contract, tort, negligence, or otherwise, shall not exceed the total contract price paid to Manufacturer for the goods supplied under the applicable Proposal.

15. RISK ALLOCATION

15.1 Conditional Acceptance of Buyer Terms

Acceptance of Manufacturer's Proposal, whether by signature, written award, purchase order, electronic communication, or by conduct demonstrating assent, is expressly conditioned upon Buyer's acceptance of all terms, conditions, and provisions contained within this Agreement and the accompanying Proposal.

Any attempted acceptance by Buyer that seeks to impose additional, different, or conflicting terms, whether through subcontract agreements, purchase order boilerplate, lien waivers, or other contract instruments, shall constitute a counteroffer with no binding effect unless expressly accepted in writing by Manufacturer.

15.2 Supremacy of Manufacturer Terms

The clauses and conditions of this Agreement and the accompanying Proposal shall supersede and govern over any conflicting or inconsistent provisions contained in Buyer-issued documents, including but not limited to subcontract agreements, purchase orders, release forms, lien waivers, site rules, back charge policies, scheduling requirements, or general conditions. No Buyer-issued document shall modify, supersede, negate, or amend any portion of this Agreement unless expressly agreed to in a fully executed written amendment signed by an authorized officer of Manufacturer.

15.3 Rejection of Buyer-Imposed Subcontract Agreements

Manufacturer does not accept or operate under third-party subcontract agreements unless expressly authorized in writing. Buyer-issued subcontract agreements, vendor packages, onboarding forms, or contract packets, whether transmitted before or after Proposal acceptance, shall have no contractual force unless expressly reviewed and approved in writing by Manufacturer. Manufacturer's commencement of shop drawings, fabrication, material procurement, delivery preparation, or administrative communication shall not be construed as acceptance of any Buyer-imposed contract.

15.4 Purchase Order Counteroffer Rule

Buyer's issuance of a purchase order is deemed a clerical convenience only and shall not constitute acceptance of any terms printed, attached, or referenced therein. Any terms contained within Buyer's purchase order that differ from or conflict with this Agreement shall be deemed objected to in advance, rejected in full, and shall not become part of the contract unless expressly accepted in writing by Manufacturer. Manufacturer's acknowledgment, fulfillment, or invoicing of a purchase order does not constitute acceptance of Buyer's terms.

15.5 Commencement Without Waiver

Manufacturer's initiation of shop drawings, submittals, production scheduling, procurement, or fabrication activities shall not be interpreted as acceptance of any Buyer-supplied contract terms or conditions. At no time shall Buyer argue waiver, silence, or commencement of performance as evidence that Manufacturer agreed to Buyer's contract. Only written acceptance signed by Manufacturer's authorized representative shall modify

this Agreement.

15.6 Incorporation by Reference

Buyer's general conditions, technical specifications, and architectural documents shall apply only for purposes of defining the *scope of work* and *performance standards* relevant to this Agreement. Legal, commercial, or contractual provisions contained in Buyer-issued subcontract agreements, POs, or manuals shall not apply or be incorporated by reference unless expressly accepted in writing by Manufacturer.

16. GOVERNING LAW AND EXTRA PROVISIONS

16.1 Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to its conflict-of-law principles. The parties agree that any legal action, arbitration, or proceeding arising out of or relating to this Agreement shall be brought exclusively in Ocean County, New Jersey, or the nearest court of competent jurisdiction within the State of New Jersey. Both parties consent to personal jurisdiction in such venue.

16.2 Assignment Restrictions

The Buyer may not assign or transfer any rights, obligations, or responsibilities under this Agreement without the prior written consent of Manufacturer. Any attempted assignment without such consent shall be void and without effect.

16.3 Acknowledgment of Terms

By accepting the Proposal, the Buyer affirms full understanding and acceptance of all terms and conditions contained herein.

16.4 Hyperlink Incorporation and Interpretation Waiver

The current version of this Agreement is available at <https://ccnj.work/agreements>. The Buyer acknowledges that access to this online Agreement constitutes full notice of its contents and legal effect. Acceptance of any Proposal, purchase order, or related document incorporating this link constitutes acceptance of all such terms. The parties further agree that this Agreement has been mutually negotiated and drafted, and hereby waive any rule of contract interpretation that would construe ambiguities against the drafter.

16.5 Survival of Provisions

All provisions that by their nature should survive completion or termination; including, but not limited to, warranties, indemnification, dispute resolution, and payment obligations shall remain in full force and effect.

16.6 Amendments

No amendment, modification, or waiver of any term or provision of this Agreement shall be valid unless made in writing and signed by both Manufacturer and the Buyer. Oral or implied modifications shall be void and unenforceable.

16.7 Electronic Communications and E-Signatures

Communications, authorizations, and acceptances transmitted via email, text message, or other electronic means shall have the same force and effect as original signed instruments. Electronic signatures and scanned copies are valid and binding as originals.

16.8 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified or limited only to the extent necessary to render it enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

16.9 No Waiver

Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce it in the future.

16.10 Entire Agreement

This Agreement, including all incorporated exhibits, attachments, and referenced documents, constitutes the entire understanding between the parties and supersedes all prior negotiations, proposals, or agreements, whether written or oral, relating to the subject matter herein.

AGREEMENT AND ACCEPTANCE

By signing below, the parties acknowledge that they have read and understood the terms of this Agreement, including all clauses listed above. The parties agree to be bound by its terms and conditions.

Buyer:

Signature: _____

Date: _____

Agent: First Name, Last Name

Company: