

MANUFACTURING SERVICE AGREEMENT

SUPPLY & DELIVERY ONLY

CONDITIONS

1. GENERAL PROVISIONS

Proposal and MSA Relationship

- 1.1 **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.
- 1.2 **Supremacy of Manufacturer Terms:** The terms 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.
- 1.3 **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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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 the Manufacturer.

Definitions

- 1.7 **“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.
- 1.8 **“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.
- 1.9 **“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.
- 1.10 **“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

- 1.11 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

- 1.12 Manufacturer is responsible solely for the fabrication and curbside 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 remanufacturing shall be treated as a Change Order under this Agreement.

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 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 **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, delivery, or installation (if applicable).
- 3.2 **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 breach of the Agreement.
- 3.3 **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 fee of five percent (5%) applied to the unpaid balance.
- 3.4 **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.
- 3.5 **Remedies for Non-Payment**

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

- 3.5.1 **Immediate Suspension of Work:** Manufacturer may suspend shop drawings, fabrication, delivery, installation preparation, administrative labor, or any other performance until all outstanding amounts are paid in full.
- 3.5.2 **Storage Fees & Interest:** Completed or partially completed work withheld due to non-payment may be stored at Manufacturer's facility or a third-party facility. Storage fees will accrue at a daily rate of one percent (1%) of the applicable balance due, or one percent (1%) of the Total Contract Sum, at Manufacturer's discretion, in addition to any service charges.
- 3.5.3 **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 remedy to secure outstanding balances. Buyer shall be responsible for any attorney fees, filing fees, or administrative costs incurred.
- 3.5.4 **Repossession & Removal:** If cabinetry or millwork has been delivered and remains unpaid after reasonable attempts to collect, Manufacturer may initiate legal proceedings to obtain a Court Order authorizing repossession, reclamation, or removal of the goods, as allowed by applicable law. Buyer agrees not to obstruct such removal and to maintain the goods in their delivered condition pending resolution.
- 3.6 **Extended Project Delays –** If project delays (whether caused by the Buyer, Buyer's client, third-party trades, site conditions, or general construction hold-ups) prevent routine invoicing or materially alter Manufacturer's production schedule, Manufacturer reserves the right to amend payment terms mid-project. A revised payment schedule may be issued reflecting the updated construction timeline. Upon issuance, the revised payment schedule shall supersede the original payment terms and become binding.

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. The 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 curbside delivery 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 the 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 the Manufacturer's standard finishing system, the 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 the Manufacturer of responsibility for finish-related warranty claims,

OR
- 5.8 If feasible, authorize the 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 the 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 11.10 ("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, the 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, 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 the 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 Curbside Delivery Only: Manufacturer's responsibility ends upon safe curbside delivery of goods. The Buyer or their designated agent(s) are responsible for inspecting the shipment at the time of delivery (or each 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 It is the sole responsibility of the Buyer to ensure the goods are protected from weather, damage, theft, or improper handling after curbside delivery. Manufacturer shall not be held liable for any third-party acts, negligence, or delays beyond this point.

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

7. ACCEPTABLE BINDING INCIDENTS

The following are the only circumstances under which Manufacturer recognizes an "incident" for the purposes of this Agreement. Any situation not explicitly listed herein shall not be considered binding for repair, replacement, or remediation at Manufacturer's expense.

7.1 **Craftsmanship Defects:** An "incident" is recognized if one or more aspects of the work are found to have a true craftsmanship defect or deficiency prior to the Limited Warranty becoming active. Craftsmanship is defined as the "quality of construction" or "build quality," specifically referring to the assembly of products, parts, or components (e.g., a cabinet box), excluding shop finishes.

7.2 **Approved Drawings & Non-Compliance:** An "incident" is recognized if one or more aspects of the work do not conform factually to the dimensions or specifications outlined in the approved shop drawings. For example, a door or cabinet that is the incorrect size compared to the approved dimensions is considered an acceptable incident.

7.3 **Technical Defects in Finishing:** An "incident" is recognized if there are qualified technical defects or deficiencies in the finishing that are conspicuous at a 3-foot viewing distance (36 inches) or greater, per AWI "Custom Grade" standards. Any imperfections that are inconspicuous at a 3-foot viewing distance or greater are not considered qualified defects. For example, a faint blemish visible only upon close inspection at a 6- to 12-inch viewing distance is not considered a qualified defect and is therefore not subject to free repair or replacement.

7.4 **Manufacturer-Caused Damage:** An "incident" is recognized if damage to the work is caused by Manufacturer during shipping or delivery. Once goods have been curbside delivered and received by the Buyer or their designated agent(s), Manufacturer assumes no further responsibility.

7.5 **Definition of "Without Incident":** The term "Without Incident" shall mean that no recognized incidents, as defined above, have been observed or are present.

8. INCIDENT REPORTING AND INSPECTION

8.1 **Incident Reporting Requirements:** Incidents, such as craftsmanship defects, deviations from approved shop drawings, or damages sustained during shipping or delivery, must be reported within 120 hours from date of receipt.

8.2 **Inspection Period:** The Buyer has five (5) days to inspect the delivered goods from date of receipt, and must provide written notification of any claims. Failure to report within this timeframe constitutes acceptance.

9. REFUND, CREDITS AND CANCELLATION

Buyer Cancellation Rights

9.1 Buyer may cancel this Agreement at any time by providing written notice to the Manufacturer. If cancellation occurs prior to commencement of shop drawings or material procurement, Buyer shall be entitled to a refund of any deposit, less administrative or drafting costs incurred.

- 9.2 If cancellation occurs after commencement of shop drawings, material procurement, or fabrication, Buyer shall remain responsible for all costs incurred to date, including materials, labor, and reasonable overhead, plus a cancellation fee of fifteen percent (15%) of the total contract sum to cover loss of scheduling and production capacity.
- 9.3 The parties agree this fee constitutes a reasonable estimate of damages and not a penalty. Cancellation shall not relieve Buyer of payment obligations for any goods or materials completed or identified to the project prior to notice of cancellation.

Manufacturer Cancellation Rights

The Manufacturer reserves the right to cancel this Agreement, in whole or in part, by written notice to the Buyer if:

- 9.4 *the Buyer fails to make any payment when due;*
- 9.5 *the Buyer fails to approve shop drawings, selections, or other required submittals within the agreed timeline;*
- 9.6 *the Buyer fails to provide site access, coordination, or other information necessary to proceed;*
- 9.7 *the project is delayed beyond sixty (60) days for reasons outside the Manufacturer's control;*
- 9.8 *materials or components specified become unavailable or commercially impracticable to procure; or*
- 9.9 *continuing performance would violate applicable laws or safety standards.*
- 9.10 *In the event of such cancellation, the Manufacturer shall be entitled to payment for all work performed and materials procured to date, including any non-recoverable commitments made in reliance on this Agreement, plus reasonable overhead and administrative costs.*
- 9.11 *If the cancellation results from Buyer's default or inaction, any deposit or retainer shall be deemed non-refundable and applied toward these amounts. The Manufacturer shall not be liable for any consequential or indirect losses resulting from such cancellation.*

Partial Refunds and Credits

- 9.12 **General Policy:** Once shop drawings or material procurement have begun, refunds are not available. If the Buyer requests removal of specific items from the scope, the Manufacturer may, at its discretion, issue a credit in lieu of a refund. This provision may not be used to systematically cancel individual items for the purpose of reducing the overall contract value or obtaining a de facto refund. Requests for credits or scope reductions must be submitted in writing before fabrication or procurement of the affected items has begun.
- 9.13 **Non-Refundable Work:** Credits will not be issued for and are not limited to activities already performed, including but not limited to shop drawings, revisions, delivery charges or coordination, drafting, samples, or administrative startup work. These costs are part of the project's initial mobilization and are non-refundable once commenced.
- 9.14 **Scope Reduction Limits:** Manufacturer may approve scope reductions provided that the total value of the reduction(s) does not exceed fifteen percent (15%) of the original contract price. Reductions beyond this threshold will be treated as a partial contract cancellation, subject to the terms outlined in the Buyer Cancellation Rights section.
- 9.15 **Eligible Items for Credit:** Credits may be issued for removable, non-custom, or not-yet-fabricated work items; such as hardware, stock materials, cabinets, or millwork sections, provided those items have not been ordered, fabricated, or incorporated into approved shop drawings or production planning.
- 9.16 **Credit Application and Refund Restriction:** Approved credits will be applied as deductions against future invoices or balance payments. Credits will not result in any cash refunds or payments to the Buyer under any circumstances, except when expressly required by applicable law. In such cases, any cash refund or

monetary adjustment shall only be processed through a written and duly authorized Change Order, signed by both parties. The Manufacturer reserves full discretion to approve or deny any such Change Order request.

- 9.17 **Credit Determination:** When determining the amount of a credit, the Manufacturer will base the calculation on the proportional value of the removed work, less any related design, drafting, or coordination costs already incurred. For lump-sum proposals, such value will be determined at the Manufacturer's reasonable discretion. Approved credits must be applied within ninety (90) days of issuance and will expire thereafter. All credit determinations are final upon written confirmation from the Manufacturer.

10. SHOP STORAGE

- 10.1 **Storage Fees and Delayed Finish Approvals:** Completed or partially completed goods; including, but not limited to, primed cabinet doors, drawer fronts, panels, or associated products awaiting final finishing, that remain in the Manufacturer's facility for more than thirty (30) calendar days after the Buyer has been notified that the goods are ready for finishing, storage, or delivery are subject to a daily storage fee of 1.5% of the outstanding balance due prior to delivery.
- 10.1.1 The Manufacturer may, at its discretion, calculate this fee based on the unpaid balance or the total contract sum if no specific delivery balance applies.
- 10.2 Delays in finish color or sample approvals do not suspend or extend the thirty-day grace period. If finish selections, paint colors, or related approvals are not received within that period, the Manufacturer may, at its option:
- 10.2.1 Commence storage fees as stated above;
- 10.2.2 Issue a change order to cover handling and extended storage costs; or
- 10.2.3 Consider the project substantially complete for billing purposes.
- 10.2.4 All accrued fees or additional costs must be paid before delivery, shipment, or further finishing will proceed.
- 10.3 **Off-Site Storage:** Once goods are transferred to off-site storage, whether at the Buyer's request or due to project delay, Manufacturer disclaims all responsibility for damage, deterioration, theft, or loss thereafter. The Buyer assumes full responsibility for storage conditions, handling, transportation, and insurance coverage from the date of transfer.
- 10.3.1 If off-site storage is arranged by the Manufacturer as an accommodation, the Buyer shall reimburse all related handling, transportation, and storage costs upon invoice.

11. SHOP DRAWINGS & SUBMITTALS

Field Measurements & Verification

- 11.1 The Manufacturer's scope is limited to fabrication and curb side delivery under this Agreement only. Field measurement, site verification, and installation alignment are the responsibility of the Buyer or the Buyer's designated labor team or installing contractor. The Manufacturer will rely on dimensions and information provided by the Buyer, the architect, or the installer for markups and revisions.
- 11.2 Any dimensional discrepancies, obstructions, or site conditions not disclosed prior to fabrication may result in additional charges for revisions, modifications, or re-fabrication. The Manufacturer will not be held liable for errors arising from inaccurate or incomplete field data provided by others.

Shop Drawings & Fabrication Standards

- 11.3 **Approval Status:** Shop drawings prepared by the Manufacturer become governing cabinetry or millwork contract documents once approved in writing by the Buyer or an authorized representative. Approval

constitutes confirmation that dimensions, design intent, and specifications have been reviewed and accepted.

- 11.4 **Manufacturer's Responsibility:** The Manufacturer will prepare shop drawings with reasonable care and professional diligence, accurately reflecting design intent based on all available data. The Manufacturer shall be responsible only for errors directly resulting from its own negligence or drafting mistakes.
- 11.5 **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. The Manufacturer shall not be liable for errors, omissions, or inconsistencies that were visible, reviewable, or not brought to its attention before approval.
- 11.6 **Liability Disclaimers on Stamps or Notes:** Any review stamps, notations, or signatures added to the Manufacturer's drawings that attempt to transfer or expand the Manufacturer's liability beyond the scope of this Agreement shall be deemed void and without effect.
- 11.7 **Errors and Corrections:** The Manufacturer shall correct, at its own cost, any proven errors or omissions on shop drawings that are solely attributable to its negligence. Claims must be supported by documented, verifiable evidence. Unsubstantiated claims will not be considered.
- 11.8 **Notice to Proceed and Revisions:** Upon written, electronic, or stamped approval of shop drawings, the 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.
- 11.9 **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.
- 11.10 **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. The 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.
- 11.11 **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 The 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, the 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. The 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 the 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 the Manufacturer.
- 12.4 Should such Buyer-caused delays result in additional handling, rescheduling, or storage, the Manufacturer reserves the right to issue a change order or apply applicable storage fees as outlined in Section 10 (Storage Requirements).

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. The 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 may arise during the course of the project. The 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.

Scope Modifications

- 13.4 Any modification to the original scope of work must be submitted in writing and is subject to the Manufacturer's review and approval. Where such modifications affect cost, schedule, or deliverables, the Manufacturer will issue revised pricing and update the Total Contract Sum accordingly. No modification shall be binding unless accepted in writing by both parties.
- 13.5 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, the Manufacturer shall have no obligation to proceed until revised pricing has been approved in writing. The Manufacturer may suspend or delay work until such approval is received.
- 13.6 If the Agreement has been signed but the Buyer or Owner subsequently issues revised plans, drawings, or specifications that materially alter the scope, the 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 Work

- 13.7 The Manufacturer's contractual obligations shall be deemed fulfilled upon successful curbside delivery of all contracted goods, provided all payments due under this Agreement have been received in full. Any post-delivery work, including installation, touch-ups, or on-site adjustments, falls outside the Manufacturer's scope unless expressly included in writing.

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 Carve-Out:** Notwithstanding the arbitration provision above, the 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 the 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 the Manufacturer's products; or
- 14.5.3 Any third-party claims arising from project-specific conditions or design decisions outside the Manufacturer's control.
- 14.5.4 This indemnification obligation shall survive completion, termination, or expiration of this Agreement.

15. GOVERNING LAW AND EXTRA PROVISIONS

- 15.1 **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.

- 15.2 **Retainage Exclusion:** Retainage terms shall not apply unless expressly agreed upon in writing by the Manufacturer.
- 15.3 **Assignment Restrictions:** The Buyer may not assign or transfer any rights, obligations, or responsibilities under this Agreement without the prior written consent of the Manufacturer. Any attempted assignment without such consent shall be void and without effect.
- 15.4 **Acknowledgment of Terms:** By accepting the Proposal, the Buyer affirms full understanding and acceptance of all terms and conditions contained herein.
- 15.5 **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.
- 15.6 **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.
- 15.7 **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 the Manufacturer and the Buyer. Oral or implied modifications shall be void and unenforceable.
- 15.8 **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.
- 15.9 **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: