

# Old Capitol Custom Millwork Inc.

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## 2026 Company Policy

Effective 1/1/2026

### Standard Terms and Conditions

These Standard Terms and Conditions apply to all quotations, contracts, purchase orders, and work performed by Old Capitol Custom Millwork Inc. ("OCCM"), unless otherwise expressly agreed to in writing by an authorized representative of OCCM.

CUSTOMER SHOULD PRINT THIS DOCUMENT AND RETAIN FOR THEIR RECORDS

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### 1. Project Deposits, Payment Schedule, and Shop Drawings

- A project deposit is required prior to the start of shop drawings unless the customer has established approved Net 30 terms with OCCM.
- Standard payment terms, unless otherwise stated in the applicable quotation or contract, are:
  - 50 percent deposit due at contract execution
  - 25 percent due upon release to production
  - 25 percent due upon completion of fabrication
- The initial deposit is applied toward engineering, drafting, administrative time, project coordination, material procurement, shop scheduling, and allocation of production capacity.
- In the event of cancellation by the customer after execution of a contract, OCCM reserves the right to retain the deposit, in part or in whole, to cover costs and commitments incurred on the customer's behalf.

- Projects are added to OCCM's production schedule only after shop drawings are approved, unless agreed otherwise in writing.
- One (1) round of shop drawing revisions is included in the project cost.
- Additional revisions or design changes beyond the first round are billed at \$150 per hour for design and coordination.
- Major design changes may require a formal change order or voidance and reissuance of the contract.

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## 2. Scope Changes and Change Orders

- Any change to the originally approved scope, including but not limited to dimensions, design, materials, finishes, hardware, or specifications, must be documented as a written change order.
- Change orders are implemented only after written approval by the customer.
- Approved change orders may affect pricing, lead time, and production schedule.
- Depending on the nature and timing of the change, the project may be moved back in the production schedule to maintain proper production flow.
- OCCM does not proceed with fabrication or procurement until a firm and complete scope is established.

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## 3. Project Type Distinctions and Separate Scope

### Custom Millwork Projects

- Custom millwork projects are defined as work requiring shop drawings, project specific detailing, coordination with other trades, or site specific conditions.
- Additions or changes to custom millwork projects are treated as separate scope unless explicitly incorporated via an approved change order.

- Added scope may result in a new job number and rescheduling to the back of the production queue.

## **Lineal Molding and Trim Projects**

- Lineal molding and trim projects are defined as standard or custom profiles produced without project specific shop drawings or in depth coordination.
- These projects typically carry shorter lead times and fewer revision requirements.
- Minor quantity changes may be accommodated prior to production, subject to material availability and scheduling.
- Once production has begun, all changes are subject to change order, rescheduling, or reissue as a new order.
- Arches, curves, or non typical trim details will classify the entire order as a Custom Millwork Project.

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## **4. Scheduling and Lead Times**

- Projects are not locked into OCCM's production schedule until shop drawings are approved unless otherwise agreed in writing.
- Estimated lead times are estimates only and cannot be guaranteed.
- Schedule position is first come, first served based on the date of approved shop drawings.
- Changes to scope, design, finishes, hardware, or specifications after shop drawing approval may shift the project to the back of the production schedule.

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## **5. Delivery, Shipping, and Logistics**

### **Scheduled Delivery Routes**

- Philadelphia and surrounding areas: 1st and 3rd Wednesday of each month

- New York City and surrounding areas: 2nd Wednesday of each month

## **Standard Delivery Charges**

### **Philadelphia Route**

- Deliveries within 30 miles of OCCM: \$25 per stop
- Philadelphia suburbs, Bucks County, Chester County, Delaware County greater than 30 miles: \$50 per stop
- Philadelphia County deliveries: \$150 per stop

### **New York Route**

- Deliveries within 30 miles of OCCM: \$25 per stop
- Deliveries within 60 miles of OCCM: \$150 per stop
- North Jersey: \$400 per stop
- Boroughs other than Manhattan: \$1,200 per stop
- Manhattan deliveries: \$1,600 per customer on the truck
- Deliveries outside of OCCM's standard routes are quoted and charged at OCCM's discretion.
- Oversized deliveries requiring truck or trailer rental beyond OCCM owned vehicles are quoted on a per delivery basis.
- Deliveries requested outside designated routes or days are considered hot shot deliveries and incur additional charges.

## **Delivery Terms**

- All OCCM deliveries are tailgate delivery only.
- Any unloading labor, rigging, lift equipment, or on site handling is the responsibility of the customer.
- Customer pickup at OCCM's shop is welcomed and encouraged for smaller, manageable items.

## **LTL and Common Carrier**

- LTL or common carrier shipping is available upon request.
- OCCM is not responsible for damage incurred during LTL or common carrier shipments.
- All freight claims for carrier damaged goods must be handled directly between the customer and the carrier.
- Title and risk of loss transfer to the customer upon completion of fabrication or upon delivery to the shipper when using third party carriers.

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## **6. Payment, Billing, and Credit Terms**

- Finished goods will not be released for delivery or pickup until final payment is received, unless the customer has approved Net 30 terms.
- OCCM does not accept pay when paid, pay if paid, or other contingent payment terms.
- OCCM does not accept retainage or holdback. OCCM is a manufacturer and vendor and shall not be treated as a subcontractor for retainage or conditional payment purposes unless expressly agreed to in writing.
- Payments may be made by check payable to Old Capitol Custom Millwork Inc or via ACH through OCCM's online portal.
- Credit card payments are accepted by request and are subject to a 3.5 percent processing fee.
- Late payments accrue interest at 18 percent per annum and may include collection costs and reasonable attorney fees.
- OCCM invoices through QuickBooks. Contractor required billing platforms, including but not limited to Procore, notarized AIA documents, or other non standard billing procedures, are billed at \$150 per hour with prior written notice.
- Conference calls, meetings, coordination, or administrative efforts outside OCCM's standard process are billed at \$150 per hour with prior written notice.

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## **7. Storage**

- Completed goods must be picked up or delivered within ten (10) business days of notice of completion.
- Storage beyond ten business days is billed at \$10 per square foot per week.
- Risk of damage transfers to the customer after the initial storage period.

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## **8. Measurements, Existing Conditions, and Third Party Information**

- OCCM is not responsible for inaccurate measurements provided by third party contractors, architects, builders, or others.
- OCCM supplied shop drawings must be thoroughly reviewed by the customer prior to release to production.
- For retrofit projects, including sash replacements, door slab replacements, or installation into existing frames, all existing components remain in place or are reused unless explicitly stated otherwise.
- For full frame installations, all trim, casing, thresholds, brick molding, blocking, hardware, masonry, or other components not explicitly listed in the quotation are provided by others or at additional cost.

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## **9. Inspection, Risk Allocation, and Liability**

- The customer has the right to inspect delivered products and must promptly notify OCCM of any nonconformity or defect.
- Failure to provide timely notice constitutes acceptance of the goods.
- OCCM shall not be liable for delays or failure to perform due to events beyond its control, including but not limited to acts of God, labor disruptions, governmental actions, material shortages, or transportation delays.
- OCCM reserves the right to substitute materials of reasonably equal quality or adjust pricing due to unforeseen material cost escalation with notice.

- The customer releases and discharges OCCM and its affiliates from claims related to property damage arising from access to the customer's property during measuring, delivery, or installation related activities.

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## **10. Warranty**

- Warranty terms are published on OCCM's website and apply unless otherwise stated in writing.
- Customers are responsible for reviewing warranty documentation prior to project approval.

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## **11. Governing Law and Dispute Resolution**

- These Terms and Conditions are governed by the laws of the Commonwealth of Pennsylvania.
- Venue for any legal action shall be Montgomery County, Pennsylvania.
- Any dispute not resolved by mutual agreement shall first be submitted to mediation prior to litigation.

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### **Acceptance**

Acceptance of any OCCM quotation, proposal, purchase order, or contract constitutes acceptance of these Standard Terms and Conditions.