

**Old Capitol Custom Millwork Inc. (OCCM)
Contract Terms, effective 11/6/2025**

Terms

These "Standard payment terms" shall apply, except where superseded by terms stated in the applicable quotation or contract.

-50% Deposit at time of signing Contract, 25% upon release to production, 25% upon completion of fabrication

-The initial deposit shall be applied toward engineering, drafting, administrative time, project coordination, material procurement, shop scheduling and allocation of production capacity. In the event of cancellation by Customer after execution of this Contract, OCCM reserves the right to retain the deposit, in part or in whole, to cover such costs and commitments incurred on the Customer's behalf.

-Make checks payable to Old Capitol Custom Millwork Inc or use the online portal to pay via ACH transfer. Credit cards are accepted by request and will incur a 3.5% fee on the project sum.

-In the event payment is not made per these Contract Terms, interest charges at the rate of 18% per annum, together with collection expenses (including reasonable attorneys' fees) shall be charged to Customer, and Customer agrees to the courts having jurisdiction over Montgomery County, Pennsylvania as the exclusive forum for litigation purposes. Any dispute not resolved by mutual agreement shall first be submitted to mediation in Montgomery County, Pennsylvania before either party initiates litigation.

-OCCM does not accept "pay-when-paid" or "pay-if-paid" terms. Payment to OCCM is due strictly in accordance with the schedule stated in this Contract, regardless of when or whether the Customer or Contractor

receives payment from any third party. OCCM also does not agree to retainage or holdback provisions unless expressly stated and accepted in writing by an authorized representative of OCCM. Any unauthorized retainage or delayed payment shall constitute a breach of contract and may be subject to interest charges, suspension of work, and recovery of collection costs and attorney's fees.

Conditions

-Installation, hardware/hardware installation, delivery, coordination with other trades, and any other scope/product is not included unless explicitly stated otherwise

-One (1) round of shop drawing revision is included. Design changes and/or numerous back and forths will incur an additional drafting fee of \$150/hour

-Any changes to scope, dimensions, design, materials, finishes, hardware, or specifications requested after execution of this Contract shall be documented in a written Change Order and may affect price and schedule. No work shall proceed on changes without written approval.

-Projects are not locked into schedule until approval of shop drawings unless agreed upon otherwise. Changes to the project including overall scope, design, color, hardware, etc. after approval of shop drawings will shift the project to the back of our schedule.

-Estimated lead times cannot be guaranteed. Position in our schedule is first come first served at the date of approved shop drawings.

-Completed products must be picked up or delivered within 10 business days of notice of completion. Storage beyond 10 business days will incur a storage fee of \$10/sqft/week and risk of damage shall transfer to Customer.

-OCCM shall have no liability to Customer, and shall have the right to suspend its work hereunder, in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of governmental authority or other causes beyond the control of OCCM.

-Customer shall have the right to inspect the products delivered under this Contract and agrees to promptly notify OCCM of any nonconformity or defective condition, in the absence of which, Customer shall be deemed to have waived such right to object to such nonconformity or defective condition.

-OCCM shall have no liability to Customer in the event of product, component, or raw material shortages. OCCM reserves the right to changes in materials used, that are of reasonably equal quality/price, or price escalation in the event of unexpected raw materials costs increase with a given notice to Customer.

-For and in consideration of work to be performed by OCCM during the measuring, delivery, and product installation phases, Customer releases and forever discharges OCCM and its directors, officers, employees, servants, agents, shareholders, affiliates, successors and assigns, and all of their heirs, executors, successor and assigns ("OCCM Parties") of and from all causes of action, suits, debts, judgments, claims and demands in law or equity in connection with property damage caused by OCCM Parties in accessing the Customer's property.

-Shipping and/or delivery is not included in this pricing unless otherwise noted. Title and risk of loss transfer to Customer upon

completion of fabrication or upon delivery to shipper if using third-party delivery services.

-OCCM is not to be held accountable for any inaccurate measurements provided by a third party contractor, architect, builder, etc. that may result in improper fit. OCCM supplied shop drawings should be thoroughly reviewed by Customer prior to release to production

-Unless stated otherwise, in the case of window sash replacements, door slab replacements, or any other project involving retrofitting into existing frames/openings, all existing trim, sash stop, frames/frame components, brick molding, masonry/ornamental components, chain, counterweights, hardware or any other component not explicitly mentioned in the quote is to remain in situ or be reused by the installation contractor. If any of these components are found to need replacement, they are available at additional cost and will be presented as a change order for the customer's approval.

-Unless stated otherwise, in the case of full frame window kits prehung doors, or any other project involving installing a new frame into a rough opening, all trim, casing, shoe molding, thresholds, brick molding, blocking, shims, straps, hardware, masonry/ornamental components, or any other component not explicitly mentioned in the quote is to be provided by others, or purchased at additional cost.

Warranty

Customer should thoroughly review the warranty document found on our website.