

ANN ARBOR HISTORIC DISTRICT COMMISSION

Staff Report

ADDRESS: 325 W Liberty Street, Application Number HDC15-098

DISTRICT: Old West Side Historic District

REPORT DATE: July 9, 2015

REPORT PREPARED BY: Jill Thacher, Historic Preservation Coordinator

REVIEW COMMITTEE DATE: Monday, July 6, 2015

	OWNER	APPLICANT
Name:	AAEFM, LLC Bill Brinkerhoff	Same
Address:	1011 Lindoln Street Ann Arbor, MI 48104	
Phone:	(734) 846-6663	

BACKGROUND: This block (Liberty/Second/William/First) had a mix of industrial and residential uses from at least 1880, when a tannery and several houses were located here. In 1925 there were five houses, a lodge/club room, and an auto parts manufacturer that covered less than one-eighth of the block. By 1931 the King-Seeley Corporation (manufacturers at that time of liquid depth gauges) had nearly doubled the size of the plant and removed the lodge, though the houses remained. By 1966 the block looked similar to the way it did when the Liberty Lofts project was approved in 2004-5, with a very large manufacturing building, the service station, and the houses at 307 and 311 Second.

The service station at 325 West Liberty first appears in City Directories in 1938 as the Silkworth Oil Company filling station. Prior to this there had been a house on the site, at least as early as 1880.

The service station was closed in 2008. In 2009 the HDC awarded a Certificate of Appropriateness to demolish the non-contributing structure. That work was not performed, and in 2014 the current business opened, the Argus Farm Stop.

Argus Farm Stop received an HDC award for Adaptive Reuse in June of 2015.

LOCATION: The site is located at the southeast corner of West Liberty Street and Second Street.

APPLICATION: The applicant seeks HDC



approval to construct a greenhouse addition on the front of the building and add two business signs.

APPLICABLE REGULATIONS:

From the Secretary of the Interior's Standards for Rehabilitation:

- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

From the Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings (other SOI Guidelines may also apply):

District or Neighborhood Setting

Recommended: Retaining the historic relationship between buildings, and streetscape and landscape features such as a town square comprised of row houses and stores surrounding a communal park or open space.

Removing nonsignificant buildings, additions, or streetscape and landscape features which detract from the historic character of the district or the neighborhood.

Additions

Recommended: Considering the attached exterior addition both in terms of the new use and the appearance of other buildings in the historic district or neighborhood. Design for the new work may be contemporary or may reference design motifs from the historic building.

Not Recommended: Designing a new addition so that its size and scale in relation to the historic building are out of proportion, thus diminishing the historic character.

Building Site

Recommended: Retaining the historic relationship between buildings and the landscape.

Storefronts

Not Recommended: Introducing a new design that is incompatible in size, scale, materials, and color; using inappropriately scaled signs and logos or other types of signs that obscure, damage, or destroy remaining character-defining features of the historic building; using new illuminated signs.

From the Ann Arbor Historic District Design Guidelines (other guidelines may apply):

Guidelines for All Additions

Appropriate: Limiting the size and scale of the addition in relationship to the historic building so that it does not diminish or visually overpower the building or the district. The addition's footprint should exceed neither half of the original building's footprint nor half of the original building's total floor area.

Not Appropriate: Designing a new addition so that the size and scale in relation to the historic property are out of proportion.

Design Guidelines for Signs

Appropriate: Installing signage that is subordinate to the overall building composition.

STAFF FINDINGS:

1. The structure is currently 1,270 square feet, per assessor records. This application proposes to add approximately 552 additional square feet on the front of the building. The addition is a triple-paned glass greenhouse, and would be connected via the existing roll-up door (which would remain) on the east side of the front façade. The framing is bronze-colored aluminum, and there are operable ridge vents and an exhaust fan. The west elevation has two additional roll-up doors and a person door. "Decorative cresting and finial" are listed in the specs but not shown.
2. A wall sign is proposed on the street-facing north end of the building and is barn-shaped. The other is a bracket sign with changeable faces that advertise what produce is currently available. Both are reclaimed barn wood with painted faces.
3. The parking and driveway areas shown in the attachments will be formalized via the site plan process. Three parking spaces (one of them barrier free) are proposed.
4. As a non-contributing structure, staff's greatest concern is the addition's impact on the surrounding historic structures and neighborhood. The addition is very compatible with Liberty Lofts' restored industrial building and the wing to the east that is currently used as art gallery space. It features steel-framed, multi-paned windows. The addition should have no affect on the buildings immediately south on Second Street, and will not be visible to them.
5. Staff feels the work is compatible with the surrounding neighborhood and finds that it meets the *Secretary of the Interior's Standards and Guidelines for Rehabilitation* as well as the *Ann Arbor Historic District Design Guidelines*. The Argus Farm Market has been embraced by the community and neighborhood, and staff appreciates their transformation of a neighborhood eyesore into an attractive and vibrant business.

MOTION

I move that the Commission issue a certificate of appropriateness for the application at 325 W

Liberty Street, a non-contributing property in the Old West Side Historic District, to add a 552 square foot greenhouse addition and two business signs, as proposed. The work is compatible in exterior design, arrangement, materials, and relationship to the surrounding area and meets the *City of Ann Arbor Historic District Design Guidelines* for additions and signs, and *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, in particular standards 9 and 10 and the guidelines for neighborhood setting, additions, building site, and storefronts.

MOTION WORKSHEET

I move that the Commission issue a Certificate of Appropriateness for the work at 325 W Liberty Street in the Old West Side Historic District

_____ Provided the following condition(S) is (ARE) met: 1) STATE CONDITION(s)

The work is generally compatible with the size, scale, massing, and materials and meets the Secretary of the Interior's Standards for Rehabilitation, standard(S) number(S) (*circle all that apply*): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

ATTACHMENTS: application, photo, drawings

325 W Liberty Street (April, 2008 photo)





City of Ann Arbor
PLANNING & DEVELOPMENT SERVICES — PLANNING SERVICES

301 E. Huron Street | P.O. Box 8647 | Ann Arbor, Michigan 48107-8647
p. 734.794.6265 | f. 734.994.8312 | planning@a2gov.org

ANN ARBOR HISTORIC DISTRICT COMMISSION APPLICATION

Section 1: Property Being Reviewed and Ownership Information
Address of Property: <u>325 W. LIBERTY, ANN ARBOR MI 48103</u>
Historic District: _____
Name of Property Owner (If different than the applicant): _____
Address of Property Owner: <u>1011 LINCOLN AVE, ANN ARBOR MI 48104</u>
Daytime Phone and E-mail of Property Owner: <u>734-846-6663 bill@argusfarmstop.com</u>
Signature of Property Owner: <u>WF Buff</u> Date: <u>6/19/15</u>
Section 2: Applicant Information
Name of Applicant: <u>WILLIAM BRINKERTHOFF</u>
Address of Applicant: <u>1011 LINCOLN AVE, ANN ARBOR MI 48104</u>
Daytime Phone: <u>(734) 846-6663</u> Fax: (____) _____
E-mail: <u>bill@argusfarmstop.com</u>
Applicant's Relationship to Property: <input checked="" type="checkbox"/> owner <input type="checkbox"/> architect <input type="checkbox"/> contractor <input type="checkbox"/> other
Signature of applicant: <u>WF Buff</u> Date: <u>6/19/15</u>
Section 3: Building Use (check all that apply)
<input type="checkbox"/> Residential <input type="checkbox"/> Single Family <input type="checkbox"/> Multiple Family <input type="checkbox"/> Rental
<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Institutional
Section 4: Stille-DeRossett-Hale Single State Construction Code Act (This item MUST BE INITIALED for your application to be PROCESSED)
Public Act 169, Michigan's Local Historic Districts Act, was amended April 2004 to include the following language: "...the applicant has certified in the application that the property where the work will be undertaken has, or will have before the proposed completion date, a fire alarm or smoke alarm complying with the requirements of the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 to 125.1531."
Please initial here: <u>WFB</u>

Section 5: Description of Proposed Changes (attach additional sheets as necessary)

1. Provide a brief summary of proposed changes. Addition of greenhouse to provide cafe seating and retail sales space year round.

2. Provide a description of existing conditions. empty parking lot.

3. What are the reasons for the proposed changes? make Argus more reliable as cafe destination in inclement weather. Maintain farm shop look + feel of existing Building.

4. Attach any additional information that will further explain or clarify the proposal, and indicate these attachments here.

5. Attach photographs of the existing property, including at least one general photo and detailed photos of proposed work area.

STAFF USE ONLY

Date Submitted: 6/19/15. Application to _____ Staff or HDC

Project No.: HDC 15-098 Fee Paid: \$300

Pre-filing Staff Reviewer & Date: JT/6/19/15. Date of Public Hearing: _____

Application Filing Date: _____ Action: _____ HDC COA _____ HDC Denial

Staff signature: _____ _____ HDC NTP _____ Staff COA

Comments:



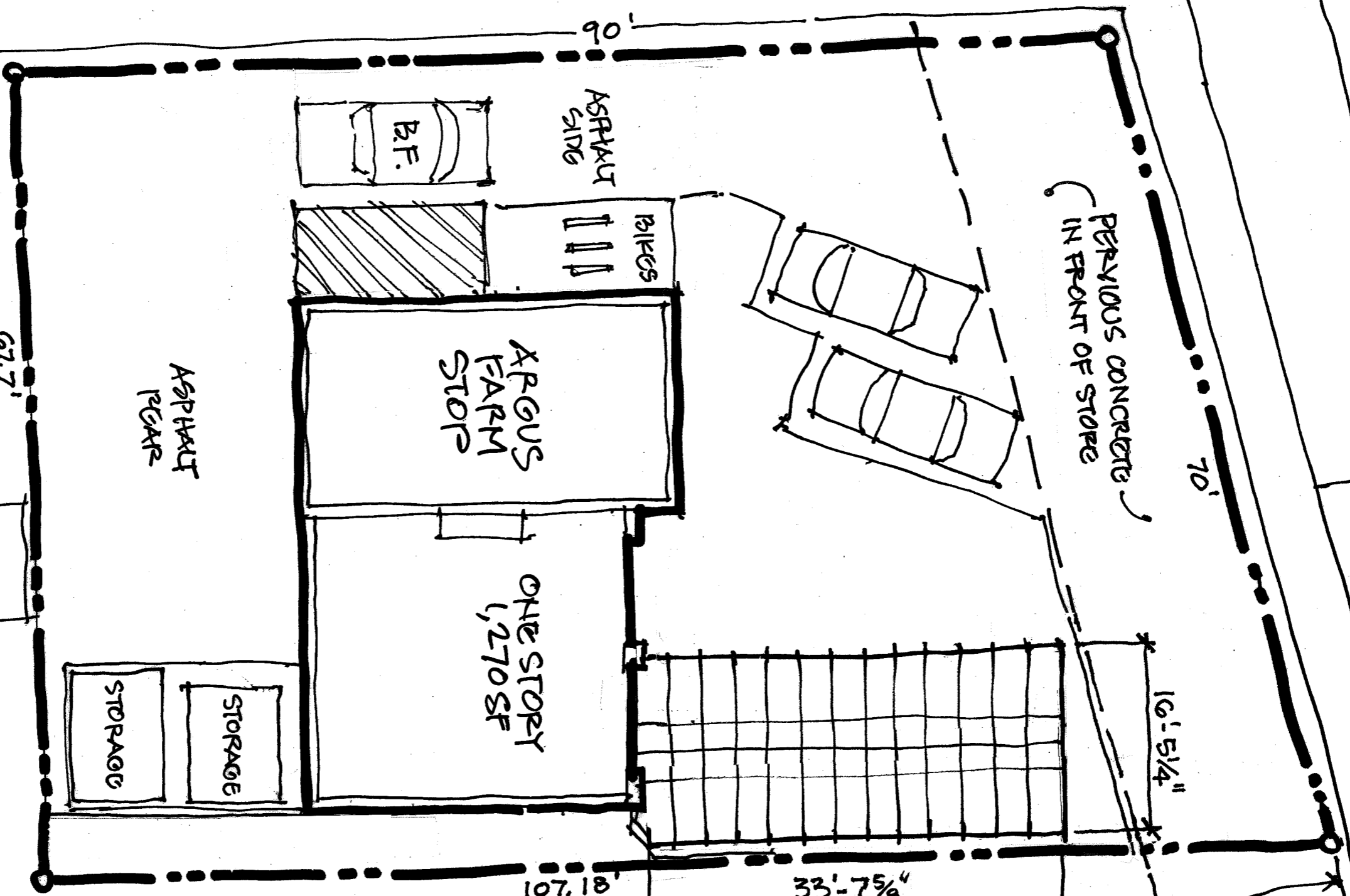
 PIVVUS Farm Stop

OPEN
fresh produce
baked goods
coffee bar

SECOND ST.

N. LIBERTY

PREVIOUS CONCRETE
IN FRONT OF STORE



ASPHALT SIDE

Bikes

ARGUS FARM STOP

ONE STORY 1,270 SF

ASPHALT REAR

STORAGE

STORAGE

B.F.

ARGUS FARM STOP

6/17/15

1" = 10'-0" 1/2

NORTH



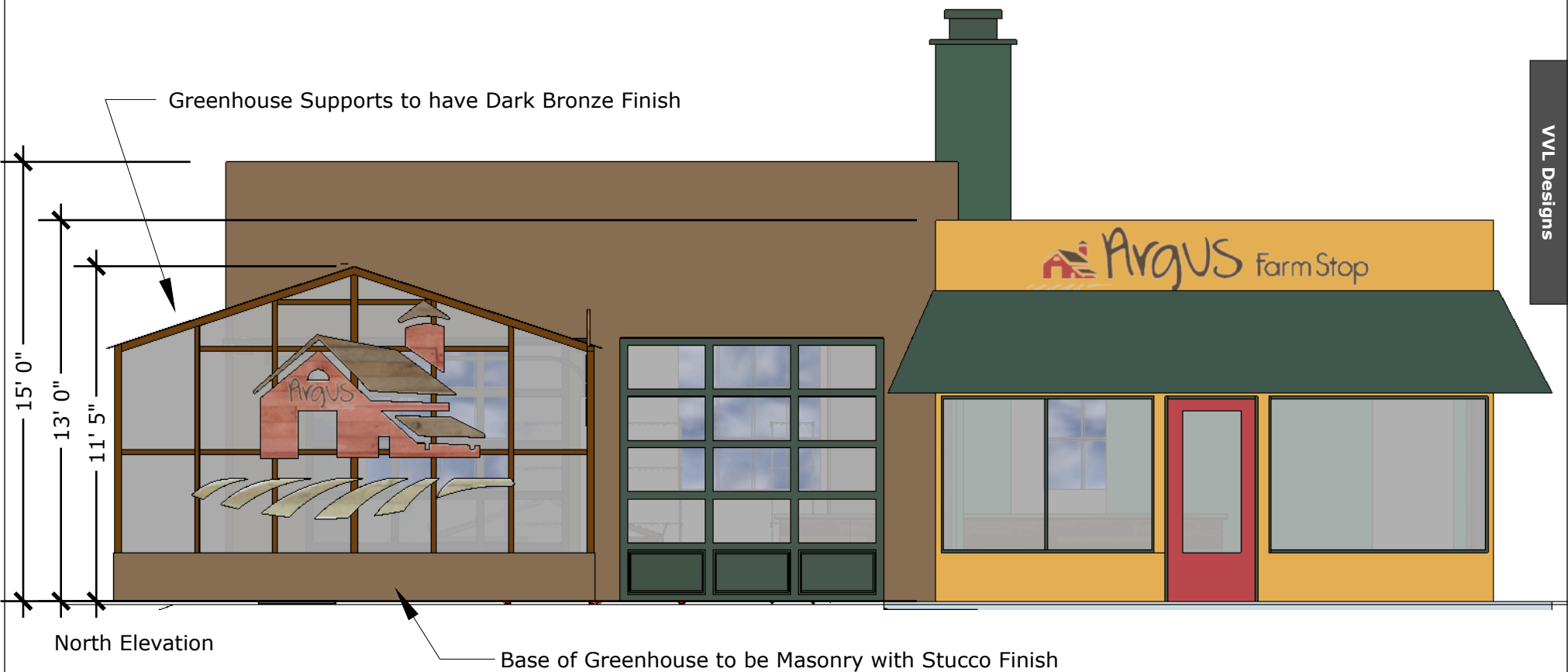
East Elevation

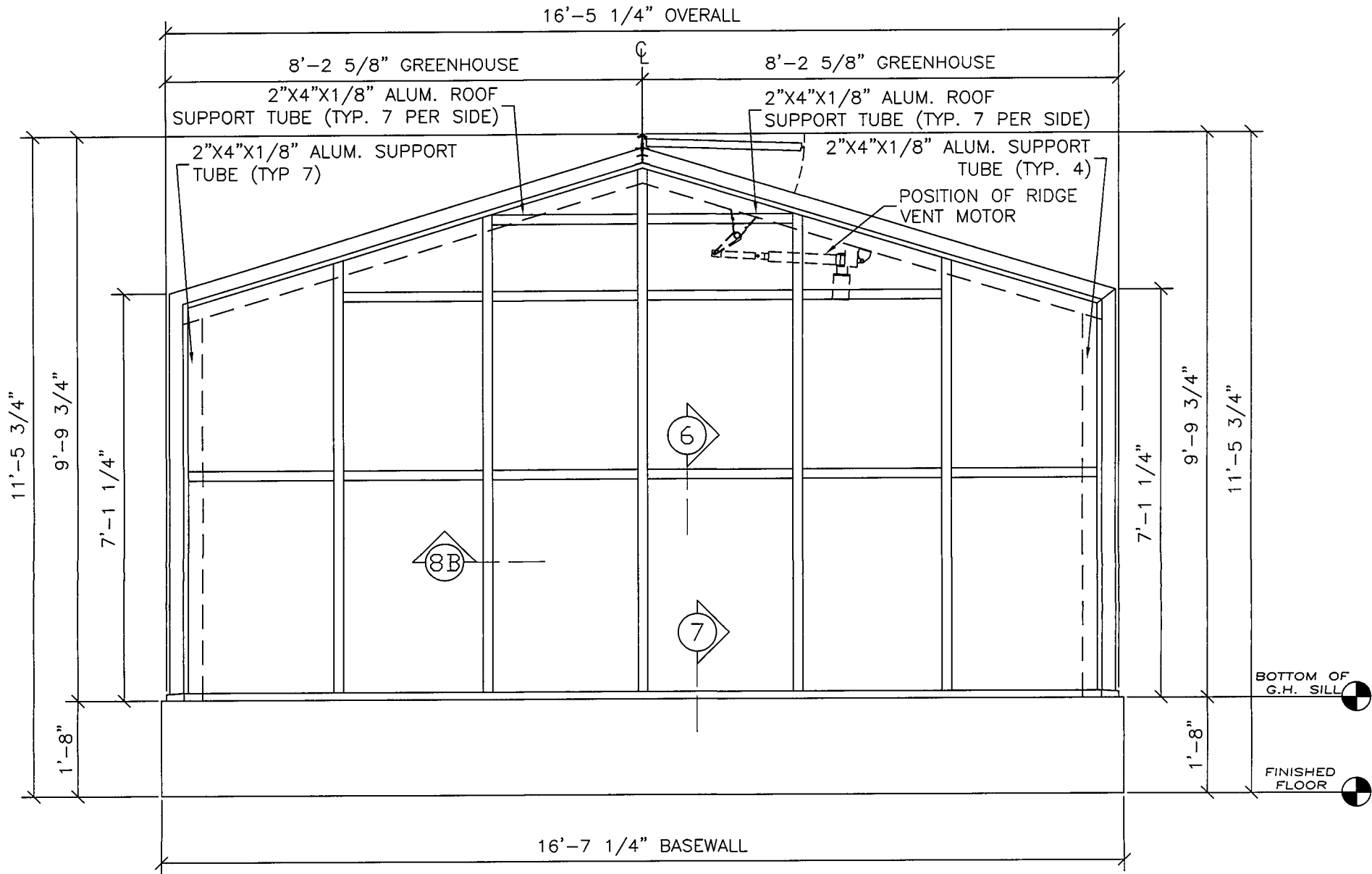
Base of Greenhouse to be Masonry with Stucco Finish



West Elevation

Greenhouse Supports to have Dark Bronze Finish

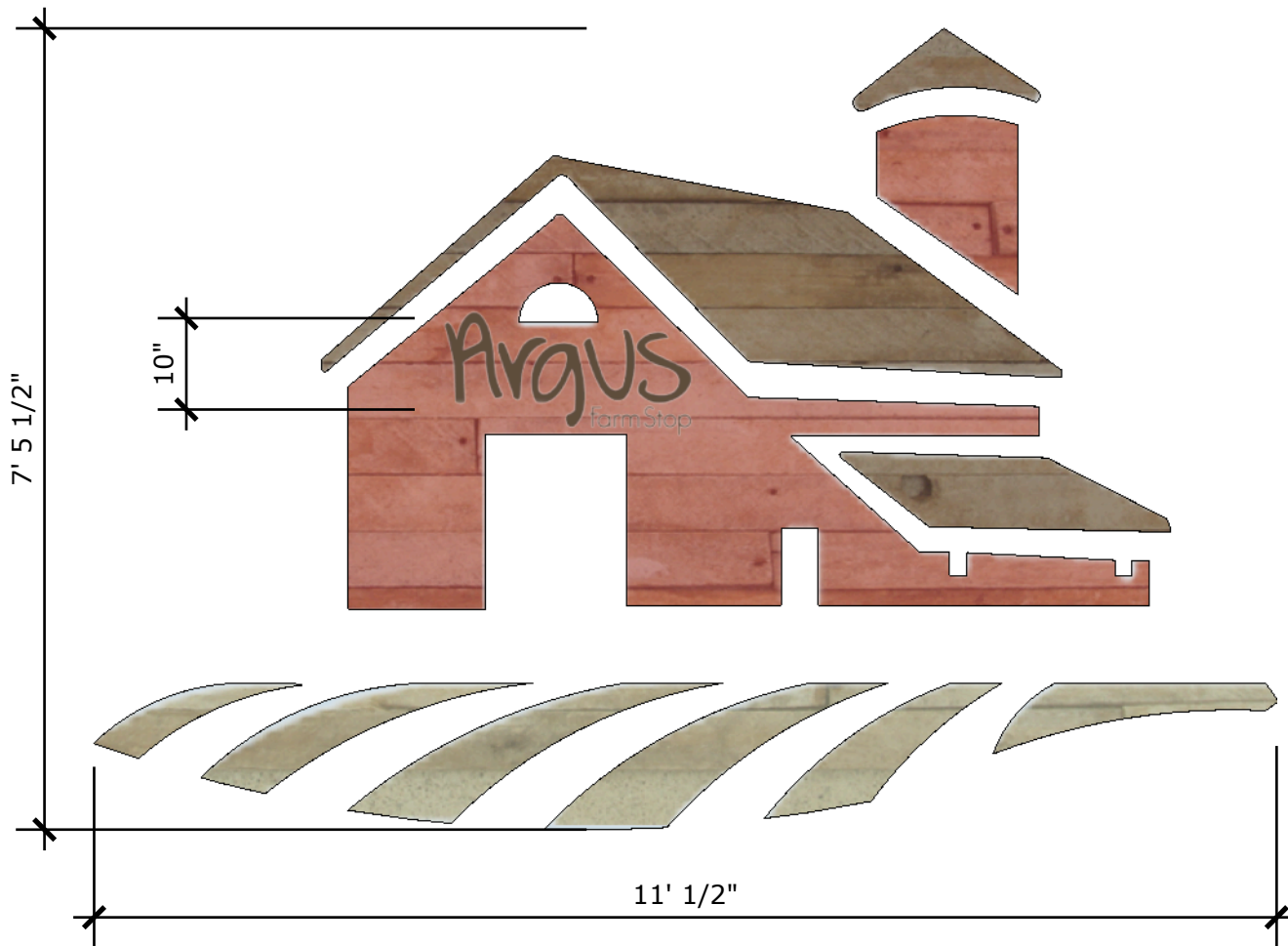




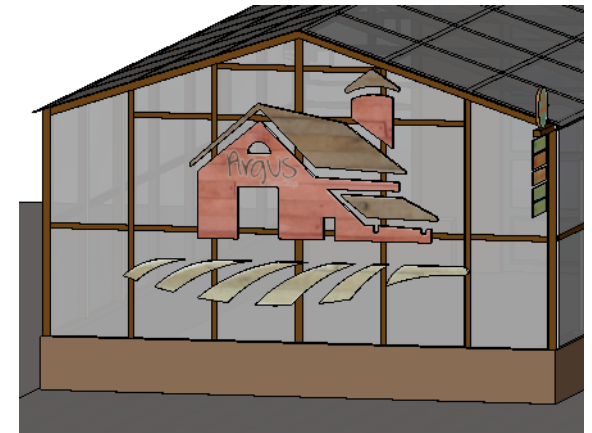
GABLE ELEVATION







Sign Detail

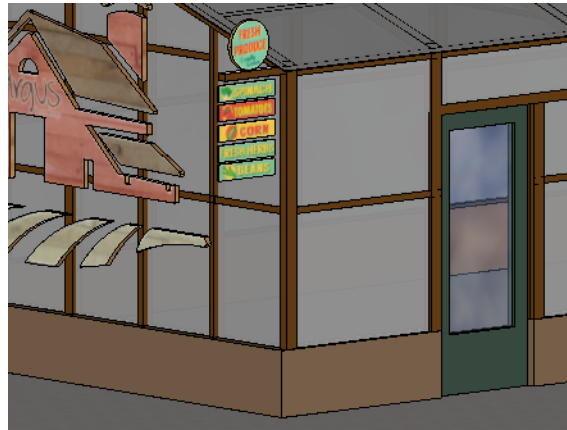


Reclaimed Wood Sign:

Constructed with salvaged barn wood, cut to shape of Logo and painted with an aged wash to match colors shown.

Individual pieces affixed to gable end of building to appear 'floating' off of building approximately 2".

Argus logo Hand Lettered.



Reclaimed Wood Produce Sign:

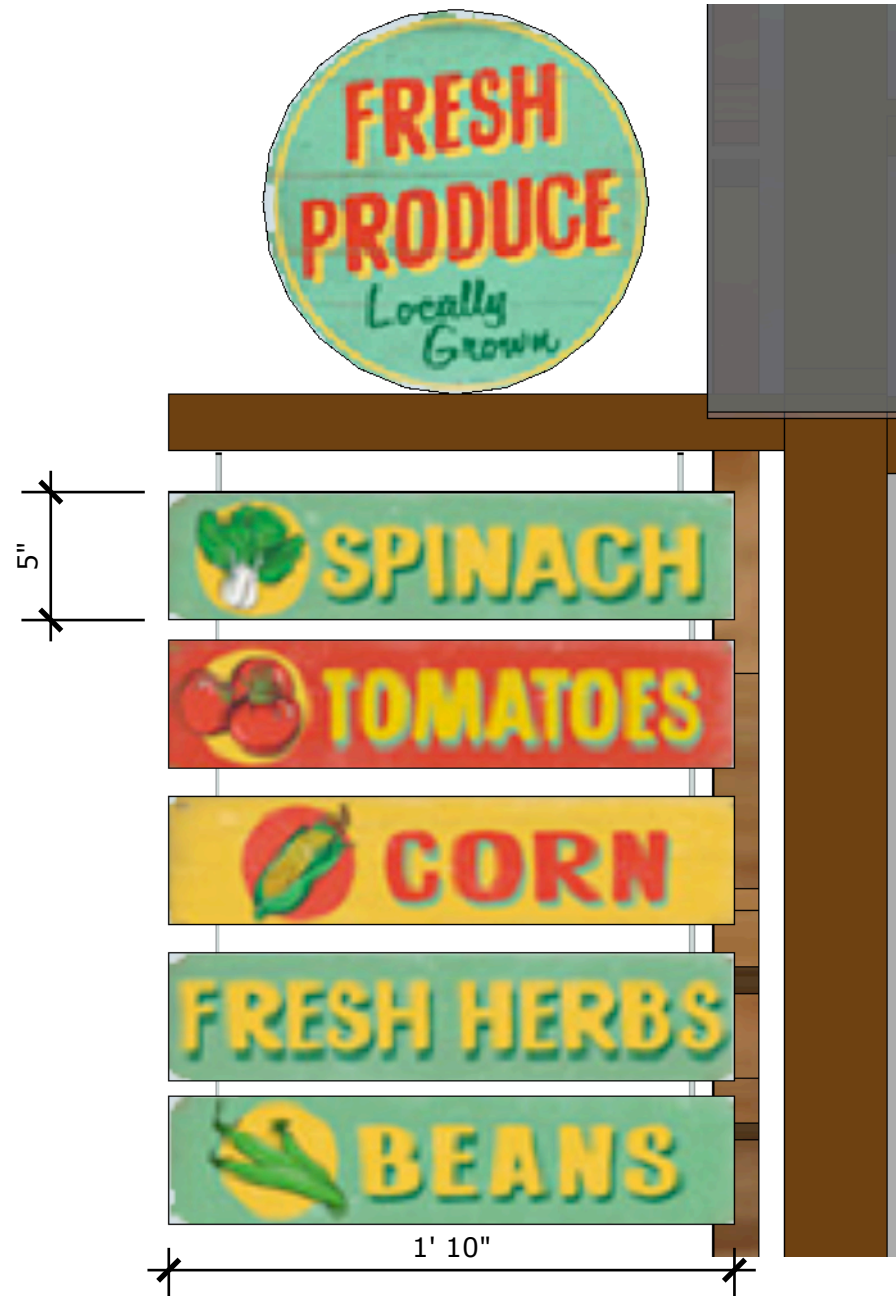
Constructed with salvaged barn wood, cut to various sizes between 16"-20" wide and roughly 4"-6" tall painted with an aged wash to match colors shown.

Signs will rotate seasonally as vegetables are available.

Signs to be hung in a manner that they are compliant with all ADA regulations, and should rest above a solid planter so as not to interfere with people with limited vision or vision impairments.

Each sign to be hand lettered.

Produce Sign Detail



VVL Designs

FLORIAN SOLAR PRODUCTS, L.L.C.

FLORIAN SOLAR PRODUCTS, L.L.C.
549 AVIATION BLVD.
GEORGETOWN, SC 29440

SALES ORDER

PHONE: 800-356-7426
IN SC: (843) 527-7900
FAX: (843) 520-4605

<u>05/18/15</u>	<u>Dave Anderson</u>	<u>Ext. 108</u>	<u>AD Code</u>	<u>Contractor</u>	Page 1 of 3
DATE	SALES ORDER	SALE AUTHORIZED BY	TITLE		
<u>Argus Farm Stop</u>					
NAME			NAME		
<u>325 W. Liberty</u>					
ADDRESS			ADDRESS		
S ADDRESS			B ADDRESS		
<u>Ann Arbor</u>			<u>MI</u>		
I CITY			I ADDRESS		
<u>MI</u>			<u>48103</u>		
P CITY			L CITY		
STATE			L COUNTY		
ZIP CODE			STATE		
			ZIP CODE		
T MESSAGE			T COLLECTION		
O			O CONTACT		
			PERSON <u>Bill Brinkerhoff 734-846-6663 bill@argusfarmstop.com</u>		
			TELEPHONE NO <u>734-213-2200</u>		

PROPOSAL FOR THE GENEVA GREENHOUSE SYSTEM WITH THE FOLLOWING SPECIFICATIONS:

Unit Type.....:	Even Span Standard Unit SES-SG16B	4 on 12 Pitch		\$20,782.00
Nominal Projection Size.....:	16' – 5 1/4"			
Number of Panels Long.....:	13 (33' – 7 7/8")			
Eave.....:	Straight Eave: Ridge Ht. 9' – 9 3/4" On Top Of Base 24" + Wall By Others			
Style.....:	Glass To Ground Model: Front Wall Ht. 7' – 1 1/4"			
No. Gable Ends.....:	One			
Clear Span Support Tubes.....:	YES			
Standard Glazing.....:	Single Pane Tempered Safety Glass			
Frame Finish.....:	Mill Aluminum			
OPTIONAL ACCESSORIES				
Frame Finish...:	ADD...Dark Bronze Or White High Solids Paint.: (\$1,908.00)			
Glazing Up-Grades..:	"Better".. Insulated Tempered Safety Glass with Multi Coat Low-E PPG Solar Ban 60 ...			
				\$13,853.00
	ADD...Ultra Insulation Multi Coat Low-E Triple Pane (Roof)....: (\$13,351.00)			
	ADD...Decorative Cresting And Finial.....: (\$1,508.00)			
	One...Operable Ridge Vents (13Bay) Motorized w/ Thermostat & Screens..:			
				\$4,880.00
	Add...20" Exhaust Fan Kit w/ Intake Louver & Thermostat....: (\$745.00)			
	Two...Garage Door Openings (Est. 8' x 8') (Doors By Others).....:			
				\$2,400.00
	ADD...3' x 7' Commercial Door w/Standard Push Pull Hardware & Key Lock...: (\$1,465.00)			
	ADD...AW2 Awning Window w/ Screen.....: (\$315.00)			
	ADD.... MI PE Stamp To Shop Drawing (If Required).....: (\$1,875.00)			

	Sub Total Retail With Options			\$41,915.00
	Contractor Discount			-\$9,806.00
	Shipping Cost Common Carrier			\$3,947.00

Grand Total	Total:			\$36,056.00

Front Gable Sq. Foot...: 606

Total Square Foot.....: 1178

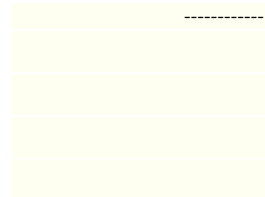
Shipping Type.....: Glass

Shipping Type.....: Aluminum

Roof Sq. Foot...: 572

Shipping Weight.: 4152 Lbs.

Shipping Weight.: 2945 Lbs.



NOTE: 3 Sets Shop Drawings Included (If Needed)

Estimated Labor Cost by non-union sub-contractor, based on a prepared site: \$17,670.00 Paid direct to installer.

\$41,915.00	- \$9,806.00	n/a	\$3,947.00	\$36,056.00	\$12,000.00	\$24,056.00
MATERIAL RETAIL COST	DISCOUNT	SALES TAX	FREIGHT CHARGES	TOTAL AMOUNT("Purchase Price")	LESS "DEPOSIT AMOUNT"	BALANCE DUE
*Due to fluctuating fuel cost, freight will be re-quoted prior to shipping				MATERIALS ONLY	MATERIAL ALLOCATION	BEFORE SHIPPING

PRICES DO NOT INCLUDE INSTALLATION, FREIGHT (unless included above), UNLOADING OF FREIGHT, TAXES (except SC sales tax when applicable), SHOP DRAWINGS (unless specifically included above), PERMITS, BONDING, SITE PREPARATION, CAULK, ANCHORS, MASONRY, ELECTRIC WIRING AND HOOKUPS, PLUMBING AND DUCTING, FINAL CLEANING/WASHING, AND ANY OTHER ACCESSORIES/SERVICES NOT SHOWN OR ITEMIZED ABOVE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE PRIOR TO FLORIAN'S ACCEPTANCE OF OFFER. CHECK LOCAL BUILDING CODES PRIOR TO ORDERING.

Please review the terms and specifications within this "Sales Order" and call the above listed salesperson with any modifications or changes. If the above described system meets to your satisfaction, please sign this Sales Order below and return it to us as soon as possible together with your payment of the above Deposit Amount. Payment may be made by major credit card (please include your account information below), cashier's check, money order, or certified check. This Deposit payment constitutes full and final settlement of the allocation of primary raw materials and any credit card remittance is not cancelable. By executing this Sales Agreement and including your credit card information below, you hereby authorize that your credit card be charged the Deposit Amount. Upon our receipt and acceptance of your order and deposit, we will send you an order acknowledgment and confirmation. The balance of the Purchase Price due shall be due COD but arrangements may be made to pay prior to shipping pursuant to terms provided by Florian in order to avoid additional COD charges. Florian's approximate lead time for fabrication is 4-6 weeks from the time Florian receives approved Shop Drawings (as defined on the reverse side). Shop Drawings prepared by Florian must be returned within one week with any changes. Unless otherwise indicated in writing, Drawings as modified by any changes received and drawings not returned within one week, will be deemed to have been finally approved by CUSTOMER. Any changes following final approval will require a change order and subject the CUSTOMER to additional costs.

This document constitutes an offer from CUSTOMER to FLORIAN SOLAR PRODUCTS L.L.C. ("Florian") upon the terms stated herein which shall be irrevocable for a term of ten (10) days. CUSTOMER and Florian shall be fully bound by all terms of the Sales Order upon acceptance of CUSTOMER's offer by Florian within the ten (10) day offer period pursuant to the terms herein.

THE TERMS AND CONDITIONS APPEARING ON THE FACE AND THE REVERSE SIDE OF (OR OTHERWISE ATTACHED TO) THIS SALES ORDER CORRECTLY SET FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS SALES ORDER INCLUDE LIMITATIONS OF WARRANTY, EXCLUSION OF CONSEQUENTIAL AND OTHER SPECIAL DAMAGES AND OTHER LIMITATIONS OF LIABILITY. CUSTOMER ACKNOWLEDGES BY ITS SIGNATURE THAT IT HAS READ THIS SALES ORDER, UNDERSTANDS IT AND IT CONSTITUTES THE ENTIRE SALES ORDER, UNDERSTANDINGS AND REPRESENTATIONS EXPRESS OR IMPLIED BETWEEN CUSTOMER AND FLORIAN SOLAR PRODUCTS, L.L.C. WITH RESPECT TO THE GOODS AND SERVICES FURNISHED OR TO BE FURNISHED HEREUNDER AND THAT EXCEPT AS OTHERWISE PROVIDED HEREIN THIS SUPERSEDES ALL PRIOR COMMUNICATIONS BETWEEN THE PARTIES INCLUDING ALL ORAL AND WRITTEN PROPOSALS. BY EXECUTING THIS SALES ORDER, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS SALES ORDER AND CERTIFIES THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER.

CUSTOMER ("Customer")	DATE	CREDIT CARD NUMBER (IF APPLICATBLE) DEPOSIT ONLY (\$7,500.00 Max)	TYPE OF CARD	EXPIRATION DATE	(C.V.V) NUMBER
		(AMERICAN EXPRESS NOT ACCEPTED)			

SALES ORDER TERMS AND CONDITIONS

The following terms and conditions are specifically incorporated into the Purchase Order (on the reverse side or otherwise attached hereto) and are made a part thereof by reference:

1. **ACCEPTANCE OF SALES ORDER.** The Sales Order ("Agreement") may only be accepted by Florian by written confirmation or by performance in accordance with its terms. Written confirmation in the form of an "Order Acknowledgement" shall be deemed effective upon electronic transmittal to the CUSTOMER or upon mailing via United States mail service to the CUSTOMER at the CUSTOMER's address set forth on the reverse side.

2. **MANUFACTURE.** Upon acceptance of the Sales Order, Florian agrees to provide, fabricate, finish, and package the goods and services (the "Goods" and "Services") as itemized and specified on the Purchase Order and in accordance with the plans (the "Shop Drawings") provided and/or approved by CUSTOMER. Unless specified to the contrary, CUSTOMER shall provide its own Shop Drawings which upon receipt shall be incorporated by reference into this Sales Order and the definition of Florian's Goods and Services to be provided under the Sales Order. If Florian is to provide Shop Drawings, CUSTOMER'S changes to Shop Drawings must be received by Florian within one week of CUSTOMER having received such drawings from Florian or they shall automatically be deemed approved. Shop Drawings which incorporate the CUSTOMER'S changes shall be deemed approved with such changes unless CUSTOMER indicates otherwise in writing at the time the changes are furnished by CUSTOMER.

3. **CHANGE ORDERS.** Changes in the Sales Order ("Change Orders") which modify any terms including but not limited to the properties, dimensions, functions, quantities, plans, or specifications of the Goods and Services as well as the quantity or terms of shipment or delivery shall only be done in writing by a Change Order signed by both parties. Any Change Orders issued by the CUSTOMER after approval of the Shop Drawings shall incur additional costs in addition to the changes in price associated with a change in specifications.

4. **TAXES.** Exclusive of Florian's property and income tax, CUSTOMER shall pay all taxes imposed by federal, state or local government or tax authority, which become payable by reason of sale, delivery or use of the Goods and Services after delivery. Except when required by law, CUSTOMER shall be responsible for filing and returning all taxes. When required by law, Florian shall add such taxes to the price of the Goods and Services.

5. **DELIVERY.** Unless otherwise stated in the Sales Order, delivery shall be F.O.B. South Carolina. Florian shall select mode of transportation unless otherwise specified. Title shall pass to CUSTOMER free and clear of any liens upon shipment from Florian's manufacturing facility. Risk of loss shall run with the carrier and the CUSTOMER.

6. **INSTALLATION.** Florian does not engage or participate in the installation of any of its Goods and Services and makes no warranties or representations as to any installer of Florian products. All installers, including Florian Dealers, are independent contractors and are not subject to any control or oversight by Florian with respect to the installation of Florian Products. In the event of an installation defect with respect to the Goods and Services, CUSTOMER'S sole recourse will be to proceed against the installer and not Florian. To the extent that Florian has or will furnish the names of known installers of Florian products in your area, be it known that Florian has not investigated the background of any such installer or reviewed his or her quality of work. Florian strongly encourages the CUSTOMER to investigate and seek references before engaging the services of any installer representing his or her ability to install Florian products.

7. **FORCE MAJEURE.** Timely performance of an obligation of Florian hereunder may be excused for a reasonable period due to Force Majeure events beyond the control of Florian. Force Majeure events deemed beyond the control of Florian include, but are not limited to, labor strikes, terrorist acts, fires, storms, hurricanes, or similar Acts of God or natural disasters ("Force Majeure").

8. **WARRANTIES.** CUSTOMER acknowledges and agrees to the following Warranties:

a. **Anodized Finish – Lifetime or Forty-Year Limited Warranty.** Florian warrants the Greenhouse anodized finish against surface damage from wear or normal weathering and use for the life of the CUSTOMER (or in the event that the CUSTOMER is not an individual for a term of forty (40) years) (the "Life Term"). In the event of surface damage from wear or normal weathering and use within the Life Term as a result of a defect in manufacturing, materials, or workmanship, Florian, at its option, will: (1) provide the appropriate replacement parts to the Florian dealer you specify – installation labor is not included; or (2) provide a factory authorized repair to the existing product at no cost to you; or (3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less.

b. **Baked-On Enamel Finish – Five (5) Year Limited Warranty.** Florian warrants "baked-on" enamel finishes against damage due to normal weathering and use for five (5) years. In the event of damage to "baked-on" enamel finish as a result of a defect in manufacturing, materials, or workmanship, Florian at its option, will: (1) provide the appropriate replacement parts to the Florian dealer you specify – installation labor is not included; or (2) provide a factory authorized repair to the existing product at no cost to you; or (3) refund the purchase price or the retailer's/dealer's price at the time of the original purchase, whichever is less. Such replacement parts and repairs are warranted for the remainder of the original warranty period.

c. **Glass – Lifetime Limited Warranty.** Florian warrants its "A" rated factory insulated glass to be hermetically sealed to protect against condensation or the accumulation of debris between panes subject to the following schedule:

TIME FROM DELIVERY	CONSUMER RESPONSIBILITY
Up to 5 years	None
6 to 10 years	50% of prevailing retail price
11 to 20 years	60% of prevailing retail price
Lifetime or 40 years	70% of prevailing retail price

d. **General Conditions and Exclusions.** The limited warranty set forth in this document is the only express warranty (whether written or oral) applicable to Florian products, and no one is authorized to modify or expand this limited warranty. All warranty claims must be made within the applicable warranty period.

FLORIAN DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLORIAN EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OR REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages or disclaimer of an implied warranty, so the above limitations or exclusions may not apply to you. This limited warranty is only applicable in the U.S.A. This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Florian's warranty extends only to the CUSTOMER and may not be assigned, assumed, or enforced by any other person, including, but not limited to, subsequent owners.

e. **What is NOT covered by this limited warranty – Accessories & Parts not produced by FLORIAN.** The only warranties applying to accessory parts and parts not produced by FLORIAN, including but not limited to Blowers, Fans, Windows, Doors, Shades, Heaters, or Installation Parts, are those offered by the original producer of that product.

Product failure or damage due to improper installation or modification including: Adjustments or corrections due to improper installation; Failures due to product modification; and units improperly assembled by others.

Damaged caused by the following: Damage due to improper installation, use or maintenance including, but not limited to, failure to follow installation, operating and maintenance instructions prescribed in the installation and/or operating manual; Damage due to repair by other than service representatives approved by Florian and acting in accordance with Florian's service bulletins; Damage due to use of parts which do not meet standard specifications; Damage due to exposure to conditions beyond published performance specifications; Damage to the product caused by water infiltration other than as a result of a defect in manufacturing, materials, or workmanship; Damage due to condensation; Damage to glass caused by others; Damage to metal surfaces caused by brickwash, chemicals or airborne pollutants, such as salt or acid rain; Damage that occurs during delivery by others; Damage caused by accidents or acts of God; and Damage as a result of normal wear and tear.

Additional items excluded from this limited warranty: Labor and other costs related to the removal and disposal of defective product; Products not manufactured by Florian; Slight glass curvature; minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision; Tarnish or corrosion to hardware finishes; Service trips to provide instruction on product use; and Applicable taxes and freight.

f. **How to make a warranty claim.** All warranty claims must be made in writing and originated on Florian's form, which forms shall be supplied upon request, and include a copy of the original purchase contract. In the event CUSTOMER has purchased through a Dealer, all such warranty claims must be processed by that Dealer who has primary responsibility under Florian's warranty. All warranty claims must be filed within 30 days of the alleged failure. CUSTOMER is responsible for shipping any allegedly defective part to Dealer or Florian for inspection if requested.

9. **LIMITATION OF ACTION.** Florian's liability for damages to CUSTOMER for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including but not limited to negligence, shall be limited to the total price paid for the Goods and Services. No action, regardless of the form may be brought more than one (1) year after the cause of action arises.

10. **CONSEQUENTIAL DAMAGES.** FLORIAN WILL NOT BE LIABLE: (a) FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY FLORIAN'S NEGLIGENCE; (b) FOR LOSS OF PROFITS OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF FLORIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (c) FOR ANY DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED WHOLLY OR IN PART BY CUSTOMER'S NEGLIGENCE OR FAILURE TO FULFILL ITS RESPONSIBILITIES HEREIN; OR (d) FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY THIRD PARTY. FLORIAN SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.

11. **ACCEPTANCE OF GOODS.** Upon receipt of the Goods, CUSTOMER shall return to Florian a written statement acknowledging such receipt which shall be enclosed with the shipment. Unless CUSTOMER immediately notifies Florian of any defects or deficiencies in the Goods in writing on such statement within ten (10) days of receipt, such statement or the failure to return such statement within ten (10) days shall constitute the CUSTOMER'S acknowledgement that such Goods are in good condition and repair and is satisfactory in all respects for all purposes. CUSTOMER shall not be entitled to deduct from the Purchase Price the amount of any claim asserted by CUSTOMER against Florian unless such claim shall have been allowed by Florian in writing.

12. **INDEMNITY.** CUSTOMER shall defend, indemnify and hold Florian harmless from any and all claims, actions, losses, damages (including reasonable attorney's fees), obligations, liabilities and liens (including, without limitation any of the foregoing arising or imposed in connection with latent or other defects or under the doctrine of "strict liability"), arising out of the purchase, installation, possession, operation, condition, return or use of the Goods and Services, or by operation of law, as a result of the CUSTOMER'S negligence, intentional misconduct or misuse, or as a result of the negligence, misconduct, or misuse of the Goods and Services by its employees, agents, and contractors (including its installers).

13. **DEFAULT.** CUSTOMER shall be in default under this Sales Order if CUSTOMER: (a) Fails to make any payment hereunder to Florian when due; or (b) Breaches any other term, provision or condition contained in this Sales order; or (c) is declared to be in default under any other agreement between CUSTOMER and Florian; and (d) in any of the foregoing cases set out in (a), (b), or (c), CUSTOMER fails to cure any said breach or default within ten(10) days following written notice thereof from Florian.

14. **REMEDIES.** Upon Default, Florian shall have the right to cancel its obligations under this Sales Order. However, CUSTOMER agrees and acknowledges that the manufacture and provision of the Goods and Services is a custom job and that such Goods and Services are unlikely to be fit for use by another customer. As a result, upon the termination of the Sales Order due to the CUSTOMER'S default, Florian shall be entitled to receive the full Purchase Price as its liquidated damages (and not as a penalty) plus all costs and reasonable attorneys' fees. The remedies of Florian stated in this Sales Order are not exclusive and are in addition to all other remedies of Florian at law in equity or stated elsewhere in this Sales Order or in any other agreement between CUSTOMER and Florian.

15. **FORUM AND CHOICE OF LAW.** CUSTOMER and Florian expressly submit to the jurisdiction of the State Courts of South Carolina, County of Georgetown, for resolution of any claim arising under the Purchase Order. This Purchase Order shall be construed in accordance with the laws of the State of South Carolina.

16. **SEVERABILITY; CONFLICT; MERGER; WAIVER; HEADINGS.** If any court of competent jurisdiction should hold that any covenant, term or condition in this Sales Order is unenforceable or void as a matter of law, the remainder of this Sales Order shall remain in full force and effect unless the essential purpose of the Sales Order is destroyed by the removal of the unenforceable or void covenant, term of condition, in which case this Sales Order shall be terminated and CUSTOMER shall pay Florian for the costs of work and services provided in the manufacture and furnishing of the Goods and Services rendered so far. If there is any inconsistency or conflict with the terms of any documents which have been executed, issued, or furnished in connection with purchase of the Goods and Services under the Sales Order, the terms of the Sales Order (including these terms incorporated therein shall prevail). Except as otherwise expressly provided above, all prior agreements relative to the Goods and Services hereunder and communications between the parties, oral and written, are hereby merged into this Sales Order. To be effective any waiver of any right hereunder must be in writing and signed by the party against whom enforcement is sought. The headings used in this Sales Order are for convenience only and shall not be considered in construing or interpreting this Sales Order.

17. **ASSIGNMENT.** Florian shall be entitled to assign its rights and obligations under this Purchase Order with or without consent. However, Florian shall notify CUSTOMER of such assignment within a reasonable amount of time following such an occurrence. CUSTOMER shall not be able to assign its rights and obligations under this Sales Order without the express written consent of Florian.

18. **MODIFICATION AND AMENDMENT OF SALES ORDER.** Any changes or modifications to the form of this Sales Order must be done in writing and initiated by both parties. Following acceptance, this Sales Order may not be amended, modified or expanded except by a written document signed by the party against whom enforcement is sought, provided that with respect to Florian any such document must be executed by a Florian corporate officer at Florian's home office in Georgetown, South Carolina.