



**City of Poughkeepsie
Historic District and Landmarks Preservation Commission
Meeting Agenda**

Common Council Chambers
Thursday, August 14, 2025

6:00 PM

I. ROLL CALL

II. APPROVAL OF MEETING MINUTES

1. Approval of July 10, 2025 meeting minutes

III. STAFF STANDARD MAINTENANCE APPROVALS

1. **13 GARFIELD PLACE**

IV. APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS

1. **85 SOUTH HAMILTON STREET**
Applicant: Gary Maier
Project: Railing and roof repairs

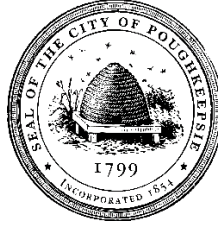
2. **370 Main Street**
Applicant: Eric Anderson
Project: Façade repair

V. COMMISSION BUSINESS

1. Public Outreach Update

VI. ADJOURNMENT

1. Adjourn to September 11, 2025



**City of Poughkeepsie
Historic District and Landmarks Preservation Commission
Meeting Agenda**

Common Council Chambers
Thursday, July 10, 2025, 6:00 PM

I. ROLL CALL

5 Present: Chair McQueen, Member Bartelstone, Member Li, Member LaRocca,
Member Neiswender
2 Excused: Member Hooper, Member Parise

Staff:

Judith Knauss, Deputy Zoning Administrator
Lori Garcia, Board Administrative Assistant

II. APPROVAL OF MEETING MINUTES

1. Approval of June 12, 2025 Meeting Minutes

A motion to Approve was made by Member Neiswender and seconded by Member Bartelstone.

Minutes of July 10, 2025 - VOICE VOTE	
Yes/Aye:	Chair McQueen, Member Bartelstone, Member Li, Member LaRocca, Member Neiswender
No/Nay:	None
Abstain:	None
Absent:	Member Hooper, Member Parise
Result:	Passed

III. APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS

1. 154 ACADEMY STREET UNIT 2 & 3

Applicants: Sarita Morias-Lang & Chun-Yung Sung
Project: Window Replacement

Presenting: Sarita Morias-Lang, Owner Unit 2

IV. COMMISSION BUSINESS

- 1. **Application Changes**
- 2. **Zoning Code Clarifications**

V. ADJOURNMENT

- 1. Meeting Adjourned to August 14, 2025

A motion to Adjourn was made by Member Li and seconded by Member LaRocca.

Minutes of July 10, 2025 - VOICE VOTE	
Yes/Aye:	Chair McQueen, Member Bartelstone, Member Li, Member LaRocca, Member Neiswender
No/Nay:	None
Abstain:	None
Absent:	Member Hooper, Member Parise
Result:	Passed



THE CITY OF POUGHKEEPSIE

DEVELOPMENT DEPARTMENT

62 CIVIC CENTER PLAZA, POUGHKEEPSIE, NY 12601

Phone: (845)451-4263

Office Use Only
Application # ID#

PD2025-089
RECEIVED
JUN 20 2025
By _____

HISTORIC DISTRICT AND LANDMARKS PRESERVATION COMMISSION APPLICATION

(Type or print neatly. Illegible and faxed applications will not be accepted.)

Project Address: 85 S. HAMILTON ST., Poughkeepsie, N.Y.
 Applicant Name: GARY MAIER
 Applicant's Address: 83 S. HAMILTON ST., Poughkeepsie, N.Y.
 City: Poughkeepsie State: N.Y. Zip: 12601
 Phone Number(s): 845-489-8884 Email: gary.william.maier@gmail.com

Property Owner (if not the applicant): _____

(If applicant is not the property owner, a letter of authorization from the owner **MUST** accompany the application.)

PROJECT CLASSIFICATION (Check all boxes that apply to the proposed project):

- New construction (construction of a new building, addition, garage, shed, swimming pool, etc.)
- Exterior alteration (includes, but is not limited to, all exterior changes to windows, doors, roof, paint colors, etc.)
- Landscaping (removing or adding significant plantings or landscape features such as driveways, sidewalks, fencing, retaining walls, patios, etc., that will alter the appearance of the property)
- Repair or replacement
- Restoration (railings, balconies, cornices, porches, etc.)
- Relocation
- Demolition
- Other: REMOVE OLD RAZINGS & COVER ROOF
REPLACE RAZINGS WITH PERIOD PARTS
FROM BARN AND PAINT

WORK DESCRIPTION: Describe in detail all proposed work and indicate all materials to be used. Attach additional sheets as necessary.

REMOVE OLD ROTTED RAZINGS
COVER ROOF OVERPORCH WITH GAP RUBBER ROOFING
INSTALL NEW RAZINGS & POST PARTS FROM BARN & PAINT

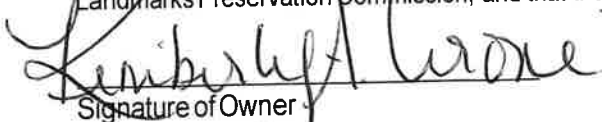
REQUIRED ATTACHMENTS TO SUBMIT WITH THE APPLICATION (Submit "hard" copies of the following attachments. Each page must be labeled and dated):

- ✓ **Recent Color Photos:** Include photos of each side of the building and site when landscaping changes are proposed.
- ✓ **Color chips, charts or color samples:** Describe both existing color(s) and proposed color(s). Include details regarding color placement and paint chips with the manufacturer's name and color number.
- ✓ **Material Samples/Manufacturer's Brochures:** Material samples (when practical) and/or manufacturer's brochures, product literature or catalog pages.
- ✓ **Plot Plan:** A plot plan (drawn to scale, indicating property lines, existing structures and/or landscaping) must be included for new construction, additions, demolition, fencing and major landscaping projects and any proposed changes.
- ✓ **Elevation drawings for new constructions/additions:** Drawings at a scale necessary to show building detail. Elevations should be accurately labeled with cardinal directions and showing the relationship between new and old structures.

A DIGITAL COPY OF THE ENTIRE SUBMISSION IS REQUIRED.

OWNER/APPLICANT CERTIFICATION:

I hereby certify this application will not be reviewed until all required information has been submitted. I understand that this application may require a site visit and/or public hearing by the Historic District and Landmarks Preservation Commission, and that the HDLPC may request additional information.


Signature of Owner

Date: 6-19-25


Signature of Agent/Applicant

Date: 6/19/2025

OFFICE USE ONLY

- Application requires approval by the HDLPC, pursuant to the provisions of Section 19-5.21(4)
- Application does not require approval by the HDLPC, pursuant to the provisions of Section 19-5.21(12)(a)
- Work will require issuance of a building permit, pursuant to the provisions of Section 19-9.2
- Work will not require issuance of a building permit, pursuant to the provisions of Section 19-9.2

Eric Philipp
Building Inspector/Zoning Administrator

Date

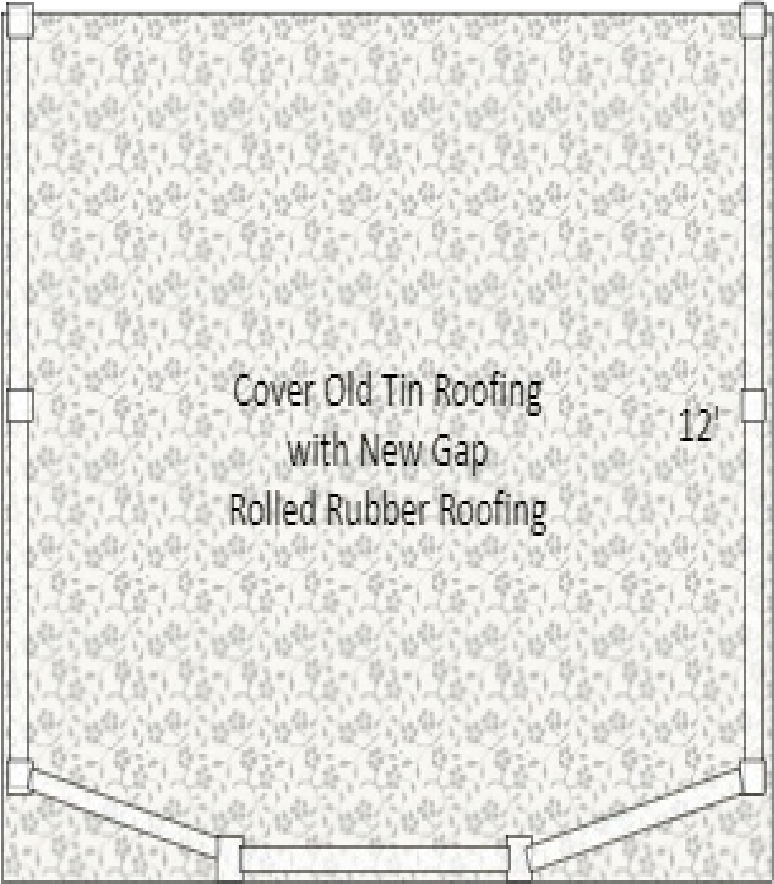
85 South Hamilton Street Renovation Project



Replace Deck Railing & Posts (using 1860 Period parts found in Barn)
Paint white to Match)



Cosmetic View Deck
Emulating The Hendrick Hudson



Remove rotted railings



16'

12'

Site:	0910 Administration Sq.	drawing:	901906	project:	0000416	design:	Gary Miller	notes:	Gary Miller 83 South Hamilton Street Poughkeepsie, NY 12601
title:	1 st Floor Office Remodel	scale:	1/4" = 1'0"	date:	01/	rev:	A		











Perfect for low-slope roofs:



Porches



Carports



Garages



Sheds

Description:

LIBERTY™ Self-Adhering Cap Sheet is a durable SBS-modified bitumen, granule-surfaced membrane designed and manufactured to meet relevant industry and code requirements. We reinforced this waterproofing membrane with a polyester mat coated with polymer-modified asphalt.



Advantages:

- **LIBERTY™ systems are applied** without torches, open flames, or hot asphalt, and are suitable for primed plywood decks and other substrates.
- **Available in seven popular colors** to help complement Timberline® and other GAF asphalt shingle colors. (Black, Hickory, White, Weathered Wood, Shakeswood, Tan, and Slate.)
- **Up to 20-Year Limited Warranty** against manufacturing defects available, depending on systems.¹

LIBERTY™ Self-Adhering Cap Sheet

An SBS-modified, granule-surfaced roofing membrane provides durable protection for residential low-slope areas

Application Standards:

<ul style="list-style-type: none"> UL Classified to ANSI/UL790², Class C Roofing Fire Rating 	
<ul style="list-style-type: none"> Miami-Dade County Product Control Approved 	
<ul style="list-style-type: none"> State of Florida Approved 	
<ul style="list-style-type: none"> Meets or Exceeds the Requirements of the Texas Department of Insurance. 	
<ul style="list-style-type: none"> ASTM D6164 Type I, Grade G 	
<ul style="list-style-type: none"> UL Evaluation Report UL ER1306-02 	

This product meets or exceeds the following ASTM D6164 Type I, Grade G minimum requirements:

Properties	Test Method	Value
Tensile strength @ 0°F (min.), lbf/in.	ASTM D5147	70
Elongation @ 0°F (nom.), %	ASTM D5147	20
Low-temperature flexibility (max.), °F	ASTM D5147	0
Tear strength (min.), lbf	ASTM D5147	55
Dimensional stability, (max.) %	ASTM D5147	1

Note: Values stated are approximate and subject to normal manufacturing variation. These values are not guaranteed and are provided solely as a guide. GAF reserves the right to change or modify, at its discretion, any of the information, requirements, specifications, or policies contained in this document.

To : Poughkeepsie Building Dept

From : Kimberly Cirone (Owner of 85 South Hamilton Street)

Ref: Authorization for Gary Maier of 83 South Hamilton Street to do repairs on 85 S Hamilton St

To whom it may concern ;

I , Kimberly Cirone, authorize Gary Maier of 83 South Hamilton Street to do repairs on my home at 85 South Hamilton Street. Gary will be purchasing my home very soon and needs to do repairs to this Historic Site as soon as possible before any more environmental damage occurs. Torrential rains are doing substantial damage that needs immediate repair..

Sincerely,

 6/19/2025

Kimberly Cirone



THE CITY OF POUGHKEEPSIE DEVELOPMENT DEPARTMENT

62 CIVIC CENTER PLAZA, POUGHKEEPSIE, NY 12601

Phone: (845)451-4263

Office Use Only
Application # ID#
PD2025099

HISTORIC DISTRICT AND LANDMARKS PRESERVATION COMMISSION APPLICATION

(Type or print neatly. Illegible and faxed applications will not be accepted.)



Project Address: 370 Main Street

Applicant Name: POK Acquisitions LLC

Applicant's Address: 302A Mill St

City: Poughkeepsie State: New York Zip: 12601

Phone Number(s): 845-337-4131 Email: eanderson@urbangreenbuilders.com

Property Owner (if not the applicant): _____
(If applicant is not the property owner, a letter of authorization from the owner **MUST** accompany the application.)

PROJECT CLASSIFICATION (Check all boxes that apply to the proposed project):

- New construction (construction of a new building, addition, garage, shed, swimming pool, etc.)
- Exterior alteration (includes, but is not limited to, all exterior changes to windows, doors, roof, paint colors, etc.)
- Landscaping (removing or adding significant plantings or landscape features such as driveways, sidewalks, fencing, retaining walls, patios, etc., that will alter the appearance of the property)
- Repair or replacement
- Restoration (railings, balconies, cornices, porches, etc.)
- Relocation
- Demolition
- Other: Completion of Interior Renovation

WORK DESCRIPTION: Describe in detail all proposed work and indicate all materials to be used. Attach additional sheets as necessary.

No work to the exterior of 370 Main Street, or that portion of a locally listed building for which the HDLPC has responsibility, is included in this application.

Please see additional materials attached responsive to concerns raised by City zoning officials concerning the integrity of the front facade.

REQUIRED ATTACHMENTS TO SUBMIT WITH THE APPLICATION (Submit "hard" copies of the following attachments. Each page must be labeled and dated):

- ✓ **Recent Color Photos:** Include photos of each side of the building and site when landscaping changes are proposed.
- ✓ **Color chips, charts or color samples:** Describe both existing color(s) and proposed color(s). Include details regarding color placement and paint chips with the manufacturer's name and color number.
- ✓ **Material Samples/Manufacturer's Brochures:** Material samples (when practical) and/or manufacturer's brochures, product literature or catalog pages.
- ✓ **Plot Plan:** A plot plan (drawn to scale, indicating property lines, existing structures and/or landscaping) must be included for new construction, additions, demolition, fencing and major landscaping projects and any proposed changes.
- ✓ **Elevation drawings for new constructions/additions:** Drawings at a scale necessary to show building detail. Elevations should be accurately labeled with cardinal directions and showing the relationship between new and old structures.

A DIGITAL COPY OF THE ENTIRE SUBMISSION IS REQUIRED.

OWNER/APPLICANT CERTIFICATION:

I hereby certify this application will not be reviewed until all required information has been submitted. I understand that this application may require a site visit and/or public hearing by the Historic District and Landmarks Preservation Commission, and that the HDLPC may request additional information.



Signature of Owner

Signature of Agent/Applicant

Date: June 20, 2025

Date: _____

OFFICE USE ONLY

- Application requires approval by the HDLPC, pursuant to the provisions of Section 19-5.21(4)
- Application does not require approval by the HDLPC, pursuant to the provisions of Section 19-5.21(12)(a)
- Work will require issuance of a building permit, pursuant to the provisions of Section 19-9.2
- Work will not require issuance of a building permit, pursuant to the provisions of Section 19-9.2

Eric Philipp
Building Inspector/Zoning Administrator

Date

370 Main Street





June 20, 2025

To: HDLPC & Poughkeepsie Development Department

From: Eric Anderson

Cc: Betsy Miller, as owner of Parcel #141035

Re: 370 Main Street Façade – HDLPC Certificate of Appropriateness (“CoA”)

Further to the recent exchanges between Urban Green and Poughkeepsie’s Development Department, following is a further outline of our proposed work at 370 Main Street and the potential merger of 368 Main into 370 Main Street. The merger & renovation of 368 Main into 370 is dependent on receiving a CoA from the HDLPC for the building permit applications previously made separately, one each for: 368 (Rear) Main & 370 Main.

In summary, entities related to Urban Green have filed permits to complete the renovation of the restaurant & kitchen space at 370 Main Street in order to create a kitchen, cold storage and packaging area where Cubed Kitchen (“CUBED”) and subtenants to CUBED will use the newly created kitchen infrastructure as a platform to allow for activities as disparate as:

- making food to be sold in both the restaurant and market spaces described in our drawings previously filed which would occupy the Main Street-facing façade of 370 Main;
- holding classes about topics ranging from basic nutrition to advanced culinary techniques, ideally geared to Poughkeepsie’s youth;
- providing larger & better kitchen space for local food entrepreneurs;
- providing a platform to convert unsold product from local farmers into value added products that are branded, “Made in Poughkeepsie.”

CUBED is meant to serve as an adjunct to a similar kitchen at the Poughkeepsie Underwear Factory. That kitchen has a long waiting list of local entrepreneurs needing space but unable to use it because there is none available. CUBED hopes to accommodate this wait list while targeting larger vendors needing more space than what is available at the Underwear Factory.



The construction permit application for 368 Rear describes the creation of four “maker spaces.” The maker spaces are expected to be rented to artists but could also become spaces for food makers, as support space for the products they would make within the CUBED kitchen. These four spaces range in size from a few hundred square feet to approximately 1000 SF.

We have owned 370 Main Street since 2017-2018 within a year of our acquisition Urban Green renovated much of 370 Main Street, including:

- *completing full renovation of - and getting a certificate of occupancy for - the two apartments on the building’s second floor;
- *making the entire building shell water tight, a scope that included a new roof, windows, pointing of the exterior masonry, importantly the entire Main Street façade;
- *completing extensive renovations to the commercial ground floor & basement levels, including removal of a 1000 galloon UST;
- *finishing and making operational the fire sprinkler system for the entire building.

Section 19-5.21(4) of the City’s code requires us to seek the HDLPC’s Certificate of Appropriateness or C of A where there is work proposed to a listed façade. Because the work we are proposing – as fully described in detailed plans submitted to the City’s Building Department - is fully within the ground floor commercial space or concerns the non-historic portion of the building’s rear we do not believe our application should trigger the requirement of HDLPC review.

Contrary to our application, the Development Department believes that “the façade [of 370] is in need of repair” and further that “...there are remnants of a sign on the building that will need to be removed, repaired or replaced.”

The exterior repair described by the Development Department in combination with the Department’s requirement we get a Special Permit from the Planning Board for the making of artisan food products - triggers the HDLPC’s review given Section 19-5.21(5)(C) of the Ordinance which requires the HDLPC to provide a Certificate of Appropriateness before both the Planning Board’s Special Permit and a construction permit can be issued.



We are in agreement that the façade has seen some deterioration since its construction approximately 100 years ago but as we have watched the facade since acquiring the building pre-HDLPC listing – an acquisition that involved the close study of the façade with a few ceramic artists – and in completing our pointing repairs as part of a larger renovation we believe the façade has been made stable and that no further delamination has occurred. In fact, there are no existing construction defects, outstanding violations or active maintenance issues – leaking, for example – that would require the façade to be included in the planned construction work. And as poor pointing and resultant leaking is the cause of the vast majority of the delamination seen – the freeze of water penetrating joints causing the loss of façade finish – our completed repairs are encouraging stability with the remaining façade finish.

Ceramic or terra cotta facades are uncommon despite their beauty because they are (a) fragile and (b) not repairable. The glaze that finishes each block goes through an extreme, high heat firing process likely exceeding 2000 degrees, a temperature or “cone” that causes the glaze to “mature” and adhere to the terra cotta material. The signage on a ceramic façade like at 370 is not glued to a flat block but the letters are actually cast as part of a block and thus fired with the balance of the block so that each letter is entirely integral to its “host” block. Layering on a new finish – even just painting faded lettering – is not a solution to the delaminated block and would likely accelerate the façade’s delamination.

There has been considerable study done of the idea of celebrating “decrepitude” in the historic preservation world, and still more about limitations on “replacement” when undertaking historic preservation.

Instead of pursuing these arguments, we have instead been working with an extraordinary vendor- Boston Valley Terra Cotta (“BVTC”) – based in Buffalo, NY, the sole supplier of terra cotta replacement block we have been able to find actively doing the sort of casting and firing production that would be required at 370 Main St.

Our initial ask to BVTC was to explore the cost of replacing the entire façade; attached is their proposal for that work. We then asked for a proposal just to replace the masonry courses that include the signage; that proposal is similarly attached. Working with two masons potentially capable of performing this delicate work, we then worked up budgets for the two façade repair approaches, which are described in the table below:



Urban Green Equities

		Façade	Signage
BVTC Materials		\$360,385	\$85,820
BVTC Trucking		\$3,000	\$1,750
BTTC Mold Making		\$21,100	\$16,450
Permitting		\$8,000	\$5,000
Demolition		\$110,000	\$35,000
Masonry Replacement		\$300,000	\$120,000
General Conditions	24.00%	\$192,596	\$63,365
Sub-Total		\$995,081	\$327,385
OH & P	11.00%	\$109,459	\$36,012
Total Replacement Cost		\$1,104,540	\$363,397

As Brooklyn Valley’s website warns, doing projects that are “small runs” is expensive and since there are so many different castings to be made for 370 Main Street – every block with a letter is an individual casting - the cost of doing almost anything to the existing façade quickly exceeds the value of the building itself.

Therefore, the cost to rehabilitate the exterior of 370 as suggested by the City makes any upgrade to the exterior of the parcels prohibitively expensive. Requiring that the exterior be updated in the manner requested by the City, as a prerequisite for any interior work, would essentially render the parcels without any value, and unfinanceable. Short of demolition, or some grant financing, it will prevent any reasonable investor from creating a positive development project that will benefit the community, the very goal of CUBED.

We have been working very hard to put together a deal that brings life and energy to Main Street. As important as the façade is at 370 Main – and please know we supported its local listing – we believe launching CUBED is much more important to Main Street’s vitality and to helping heal this block of Main Street than condition of the building’s façade, a façade many of us find beautiful as-is.



Urban Green Equities

The merging of Parcel 141035 into the 370 parcel and the creation of four maker's spaces the combined properties will allow is another small, but important step in remaking Poughkeepsie's Main Street.

We ask that the building permits for Parcel 141035 and 370 Main be allowed to move forward as fully interior projects without any further delay as our permit application does not meet the requirements of an HDLPC review.

We also ask that the Development Department allow for Cube to be launched without the need for a Special Permit. Like the tenants at the Poughkeepsie Underwear Factory's kitchen, the food products to be produced within the CUBED space do not rise to the level of the City's ordinance requiring a special permit.

Finally, we also commit to working with the City to raise grant capital from sources that share our twin interests of historic preservation and economic development where that mission driven grant capital could be specifically allocated to the replacement of delaminated block at 370's façade.

Thank you for your consideration.



Corporate Headquarters
6860 South Abbott Road
Orchard Park, NY 14127

Toll Free: 888-214-3655
Office: 716-649-7490
Fax: 716-649-7488
www.bostonvalley.com

Innovative Manufacturing in Architectural Ceramics

Proudly Manufactured in the USA 

Architectural Terracotta

Inquiry: 25-0236 **For Budgetary Use Only**
6/5/2025

Budgetary Material Proposal
TRADITIONAL

Eric Anderson
Urban Green Builders
93 4th Ave. #1289
NY, NY USA
USA
Telephone: 212-419-0771
Mobile: 917-763-2023
Email: EAnderson@UrbanGreenBuilders.com

Re: **370 Main St.**

POUGHKEEPSIE, NY United States

Dear Eric,

We are pleased to present this Architectural Terracotta material supply proposal for: 370 Main St. POUGHKEEPSIE, NY United States TRADITIONAL. This Boston Valley Terra Cotta proposal is valid for 30 days.

Price is subject to the following documents in the proposal:

- Project Scope page 2
- Alternates pages 3 to 4
- Scope Qualifications pages 5 to 8
- Exclusions pages 9 to 10
- Delivery Terms page 11
- Payment Terms page 11
- Terms and Conditions pages 12 to 15
- Attachment A page 16
- Attachment B page 17

If you have any questions regarding this quotation, please contact Jared Engle.

Sincerely



Jared Engle

Project Scope:

1. Research & Development

- 9 • Glaze color match(es) as close as possible to HISTORIC SAMPLE Colors:

Note: Price includes 3 color submittals only. Additional charges will apply if more than 3 submittals are required.

- 6 • Range Samples: 6 set(s) of 2 pieces 12" x 12" x ¾" demonstrating expected range
- Lab Tests: Use current independent ASTM C67 lab test results. All other costs associated with lab testing to be borne by others.

- 63 • Shop Drawings

- 1 • Setting drawings

- 2 • Section details

- Project Administration

Note: Attic stock material is not included in base bid, but can be priced once defined.

Note: Mockup material is not included in base bid, but can be priced once defined.

Note: Days of Site Survey/ Cataloging are not included in proposal

Note: Samples of each unique block to be removed and shipped to Boston Valley Terra Cotta at Buyer's expense. Please mark all samples that need to be returned. (see Exclusions for more information)

2. Models & Molds

- 71 • Mold(s)

3. Production

- 255 • Terra Cotta units (listed items only, see attached spreadsheet)

4. Packing & Crating

Ex-Works (All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY)

- 17 • Crates/Pallets (up to)

Project Total

\$360,385

ALTERNATE #1

Please note that these items are not included in the Total Base Bid Price, shown above.

Freight costs over listed value will be billed

- 1 • Deliveries via Box Truck to Jobsite/ Facility in Poughkeepsie, NY

ALTERNATE #1 Total \$3,000

Accepted: _____

ALTERNATE #2

Please note that these items are not included in the Total Bid Price, shown above.

Alternate #2 is Pricing for (2) two days of site survey

- 2 • Days of Site Survey/ Cataloging
- Travel Days
- Project Administration

Ex-Works (All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY)

ALTERNATE #2 Total \$21,100

Accepted: _____

Scope Qualifications:

1. Pricing is based on email sent to BVTC from Eric Anderson dated 5/29/2025 Titled "Poughkeepsie Project"
2. BVTC does not show anchors on shop drawings
3. All Terra Cotta is assumed to be Glazed
4. There is assumed to be (9) nine Glaze colors needed for this project. See notes on attachments for the Glaze Color Breakout
5. **The Base Tan Color Glaze is assumed to be (3) three layered pula chrome Finish Glaze, while all other 12 Glazes are assumed to be Single Layered Glazes. All Multilayer Glaze will be applied at the same time in the Glazing application Process**
6. All Terra Cotta sizes and styles were estimated, if true size or style differs than what was estimated additional charges will apply
7. If any Terra Cotta has multiple units within that style all units in that style are assumed to be the exact same size and shape, additional charges will apply if this is not the case
8. Some Units involve Hand decorating these unit styles are: #8, #9, #10, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #44, #51, #52, #53 and #60. If additional Styles need Hand Decorating additional charges will apply
9. Pricing includes (2) two Single Color 12" x 12" Range Tiles and (4) four Multicolored range samples which will be a HP unit from BVTC standard Hand Decorating Blocks to display the 4 types of hand decorated blocks on the Job
10. If all Alternates are not signed when base proposal is signed additional charges will apply
11. Alternate #2 is Pricing for (2) two days of site survey
12. Buyer understands that once an initial 3" x 6" x 1/2" tile is submitted and approved in writing, Seller will submit one (1) set of two (2) 12" x 12" x 3/4" tiles for each unique glaze color and/or texture that represents the anticipated glaze color/texture range for final written approval.
13. Pricing reflects 9 Glaze Color Match(es) as close to HISTORIC SAMPLE If additional colors and/or firings are required, additional charges will apply.
14. Unless explicitly stated, all glazed terra cotta will be produced on BVTC's standard Tan clay. The only exception is historic red glaze terra cotta. This material will be replicated on BVTC's standard Terra Cotta colored body.
15. Unit dimensions have been estimated. Limited section drawings and/or details for the replacement units have been received by BVTC. BVTC reserves the right to adjust pricing based on verified dimensions from samples sent to BVTC for replication.
16. This proposal is based upon our standard 5 year Terra Cotta or Terra Clad warranty.
17. **Site Survey/Cataloging is not included due to travel restrictions pertaining to Covid-19. Contractor to extract one (1) sample of each unique style and ship to BVTC at no cost to BVTC.**

18. **No specifications have been received by BVTC. BVTC reserves the right to adjust pricing, if upon receipt of such documents, specifications differ from BVTC takeoff and/or assumptions**
19. Mock-up materials are not included in this proposal and can be priced once defined.
20. Attic stock materials are not included in this proposal and can be priced once defined.
21. All prices are in US dollars.
22. Listed items and quantities only
23. **Due to fluctuations in logistics rates, shipping is not included in this proposal. All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY.**
24. This proposal is subject to BVTC Standard Terms and Conditions.
25. Tolerances are per BVTC Standard publish technical sheets (attached).
26. Terra cotta cellular structure is not to be filled solid with any foreign materials due to varying expansion rates; filling solid will void warranty. Mortar is only to be applied at perimeter edge conditions adjacent to other masonry units.
27. The Buyer understands that terracotta is a natural material and is not preblended. Blending is the responsibility of the installer at the installer's expense.
28. All dies, models and molds used in the manufacturing process are the property of Boston Valley Terra Cotta and are for BVTC's use only.
29. All photographs, 3D scans and other data collected by Boston Valley Terra Cotta is the property of Boston Valley Terra Cotta
30. After activation and before production begins, the customer will be given a one-time opportunity to sequence the finished product within the base quote. This may lead to changes in the delivery schedule and incur extra charges, subject to a Change Order. The sequencing must be mutually approved by both the seller and the buyer, and any changes to it will trigger a Change Order.
31. Once shop drawings are approved and entered into BVTC's production system changes are not permitted
32. Estimated delivery dates are calculated from the date BVTC has received customer's written approval of all shop drawings and color matches as well as with current production lead times.
33. Delays on approvals and payments may affect production and delivery schedules.
34. If a specification indicates that there are a certain number of pieces required for a fired batch. BVTC will consider one full size unit of each forming method to be cut in to their required sizes for testing. The number of units in a fired batch will be estimated to be approx. 500 units.
35. If a texture is required on the terracotta and not indicated on the bid documents or conveyed to BVTC in writing, BVTC reserves the right to adjust cost based on adding this texture to the terracotta units.

36. The Buyer understands that time is of the essence. If seller does not return our submitted shop drawings, setting and section details within 20 working days, the schedule will need to be adjusted accordingly and BVTC cannot be responsible for any delay.
37. If the project is put on "hold" the Buyer will be given a new production schedule based on current BVTC production availability. At the sole discretion of BVTC the deposit may be forfeited and the project will be removed from the production schedule.
38. The Buyer acknowledges and understands that there are unforeseen conditions within the bid documents therefore the Seller reserves the right to adjust costs to reflect these unforeseen conditions if it affects Seller's scope of work. These conditions may be due to incomplete drawings or missing information that were NOT provided to Seller at bid time. BVTC will issue a change order to reflect the cost changes due to these unforeseen conditions.
39. If Material Proposal includes site survey to be conducted by BVTC personnel, all access to replacement units is to be provided by the contractor at no cost to BVTC. If survey team arrives on site and access to areas to be surveyed is not ready and/or inspected, a \$5,000 fee will be charged and your survey will be rescheduled.
40. Price does not include shipping historical samples back to buyer.
41. In the event that drawings are returned to BVTC with revision and/or changes that result in additional drafting time, BVTC reserves the right to issue a change order for that additional time and any expenses that are incurred.
42. The Buyer is to confirm all quantities. In the event that the scope changes over or under the quoted quantities, BVTC will address with a change order on an add/deduct basis.
43. Buyer will be invoiced on a percent complete basis. BVTC will apply the full deposit amount to the final invoice of this project.
44. Seller reserves the right to cancel or modify payments terms, at its sole discretion.
45. The Seller reserves the right to add additional cost to the order if the Buyer is not prompt in answering questions, RFI's or makes substantial changes to the scope of work for the project.
46. In the event that the Buyer has been notified that material is ready to ship and the Buyer declines to receive the order, Seller reserves the right to charge Buyer \$5.00 per square foot per month (prorated) for storage fees.
47. Seller reserves the right to add transportation and trucking surcharges to shipping invoices without a Change Order.
48. Unless explicitly stated, this proposal does not include any diamond wet-saw cutting, notching or drilling of the terracotta tiles or panels. If this is required a Change Order will be issued.
49. Upon completion of the project all production molds and dies will be recycled/discarded 60 days after final delivery. Should the project scope require the molds to be held for a longer period of time, a long-term storage agreement can be arranged.
50. In the event, Third-party engineering study calls for additional support or changes, the seller will issue a Change Order for the changes required.

51. In the event that our proposal is provided based on a DESIGN BUILD/DESIGN ASSIST, Buyer understands that there is a lack of information based on our documents and Seller reserves the right to submit UNIT PRICES for ADD or DEDUCT costs, provided they are identified on our LISTED ITEMS ONLY spreadsheet. If not, then BVTC will provide our cost separately for these items.
52. Seller agrees to confirm that all panels/blocks are within range samples and marked as QC inspected.
53. After the project is completed, the Seller has the right to include pictures or dialog of the completed project in Seller's marketing materials, cancelling any NDA associated with this project.
54. Colors and textures shown in samples box and on BVTC's website are subject to change without notice.
55. In the event that setting drawings are required for this project, BVTC will require the CAD drawing files from the AE in order to produce these drawings. If for what ever reason the drawings can not be provided , BVTC reserves the right to waive the setting drawings.

Exclusions:

1. Glaze colors beyond 9 quoted
2. Shipping/ Delivery
3. Site Visit(s)
4. Pre-Installation Meeting(s)
5. Texture Development
6. Clay Modifications
7. Notching/Drilling
8. Allowances
9. Storage at Production Facility
10. Full Sized Samples
11. Profiled Samples
12. Site survey & field dimensions
13. Visual Mock-up (this items can be priced separately once defined)
14. Performance Mock-up
15. Prototypes
16. Engineering
17. Attic stock or extra units for breakage
18. Glazed wrapped edges
19. Twice fired glaze
20. Factory layout of façade
21. Project specific testing
22. Models, molds and dies beyond quoted
23. Pricing does not account for any movement joints (vertical or horizontal). If required, BVTC can provide pricing once joints and/ or details are defined
24. Field surveillance
25. Membrane/ fiberglass mesh adhered to terracotta surface
26. Penetrations through panels
27. Integrated bird wire and/or snow pin anchor points
28. Epoxy adhered corner units
29. Additional units, styles, attachment hardware and/or quantities beyond those listed in the proposal
30. Installation

31. Weatherproofing
32. Insulation
33. Metal furring
34. Miscellaneous metal or hardware or any other material not included in project scope
35. Metal trim
36. Fasteners
37. Flashing
38. Weather Seals
39. Vertical spacers
40. Factory color blending
41. Honed surface
42. Surface coatings
43. shipping historical samples back to buyer
44. No lead glazes
45. Anchors
46. Waterproofing
47. Accessorial charges such as time sensitive delivery, flatbed truck or liftgate delivery are the responsibility of the Contractor.
48. This proposal excludes sales tax. For New York State customers, sales tax will be added to invoices unless a valid NYS sales tax exemption certificate is provided. If the jurisdiction in which this project is located requires payment of local sales or use tax, BVTC requests that the Contractor certify that the project is either exempt, or that the Contractor will be responsible registration and payment of such taxes.

Delivery Terms:

1. Production duration schedules will be estimated after customer signs and returns quote and deposit to Boston Valley Terra Cotta. A Boston Valley Terra Cotta Project Manager will contact you after deposit is received with an estimated production schedule.
2. Delivery duration schedules will be estimated from the date BVTC anticipates receiving customer written approvals of all shop drawings, color matches and mock-ups.

Payment Terms:

1. Credit terms on this contract are Net 30 days upon credit approval by BVTC (see Terms & Conditions, paragraph 7 for more information.)
2. **NO RETAINAGE** is authorized or allowed. Payment in full is required prior to final shipment release.
3. This Boston Valley Terra Cotta Proposal is valid for 30 days.
4. A non-refundable deposit of 20% is required on this project before production can begin.

PLEASE NOTE: Work on any phase of this project cannot be scheduled nor started until the full deposit amount is received.

Terms and Conditions

- **GENERAL:** Boston Valley Pottery, Inc. d/b/a Boston Valley Terra Cotta ("Seller" or "BVTC") and the person or entity to whom Seller's sales contract, order acknowledgement, invoice, or other sales document (each a "Sales Document") is addressed ("Buyer") are collectively referred to herein as the "Parties." All offers and sales by Seller to Buyer are expressly conditioned on Buyer's acceptance of these terms and conditions, its attachments, and any applicable change order terms and conditions (collectively, the Term and Conditions"). Buyer agrees that the first to occur of the following clauses (a) through (e) will conclusively constitute Buyer's acceptance of these terms and conditions: (a) Buyer issues instructions to Seller for the delivery of any Products (as defined below) covered by any Sales Document to which the Terms and Conditions are attached or included, or incorporated by reference and made available to Buyer, (b) Buyer accepts or pays for any such Products, (c) Buyer executes such Sales Document, (d) Buyer installs the Products, or (e) the passage of five days after Seller first delivers such Sales Document to Buyer and Buyer fails to deliver written notice to Seller of Buyer's objection to these Terms and Conditions. The Terms and Conditions supersede any and all prior representation, arrangements, and communications, oral or written, concerning the Products. Any purchase order or other communication from Buyer that contains terms or conditions in addition to or inconsistent with these terms and conditions will not apply to the purchase of any Products by Buyer or be used to waive, modify, vary, explain, or supplement all or any part of these terms and conditions and are hereby objected to and rejected by Seller, unless their acceptance is made in writing by an authorized officer of Seller (each a "Supplement"). In the event of a conflict between any Supplement and the Terms and Conditions, the Terms and Conditions shall control. Buyer also agrees to adopt and abide by the Seller's standards as set forth in the Seller's Specifications for the Products.
- **PRICES:** This proposal is firm for the attached customer for 30 days and then automatically expires. Seller's prices are firm for 1 month from the date of the applicable purchase order. Unless stated otherwise, prices do not include any transportation surcharges or accessorial charges that the carrier may impose. Such surcharges and accessorial fees will be charged to Buyer. For shipments beyond 6 months, prices will be adjusted at the time of shipment if the U.S. Consumer Price Index ("CPI"), as published monthly by the U.S. Bureau of Labor Statistics, increases from the month of the applicable quote to the month that precedes the month of shipment, and the adjustment will be for the percentage increase in the CPI during that period, but limited to 10%. Price modifications for other than such CPI increases will only be by approved, written Change Orders issued by Seller and signed by Buyer. Buyer will have neither the right of offset against the purchase price of any Products nor the right to back charge any Sales Document unless Seller has given its prior written consent.
- **DELIVERY:** Delivery dates listed on quotations or tentative delivery schedules provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with estimated dates. Seller will not be held liable for failure to deliver as estimated. Buyer's change orders and date of approvals will affect delivery dates and project completion date. Delay in delivery of any installments will not relieve Buyer of its obligations to accept the initial or any revising installments. In the event the Seller fails to make delivery in accordance with its obligations under this paragraph, Buyer's sole remedy shall be to put Seller on written notice of such failure and provide Seller 45 days in which to complete the delivery. In any event the Seller cannot cure such failure, Buyer may terminate any existing orders between the parties related to this project that have not yet been produced. The Buyer will be responsible for all cost incurred up to the time of cancellation. Back charges from the Buyer will not be permitted. If shipments are delayed by the Buyer, invoices may be rendered on the date Seller is ready to make shipments for storage.
- **PRODUCT CHARACTERISTICS:** Buyer agrees and understands that clay is a natural material and there may be variations in size, color, texture and finish that are inherent in fired ceramics and a desired property of Architectural Terra Cotta. In addition, tolerances customary in trade with regard to size and thickness do not constitute a reason for a claim against the Seller. crazing is a typical characteristic of glazed Terra Cotta and is not considered a defect and does not impair the function or value of Product. Glazed tiles may be subject to crazing before or after installation and even years later.

- INSPECTION:** Buyer shall inspect the Product within 72 hours of delivery and notify Seller in writing of any damaged or defective Products within that period. If Seller determines that the Product is defective, Buyer's sole remedy is that Seller will, in its sole discretion, repair or replace the Product or credit Buyer for the purchase price of the Product. Buyer agrees that installation of Product is acceptance.
- WARRANTY:** Seller warrants the terra cotta products manufactured by Seller (the "Products") against any defects in workmanship and material for a period of 5 years after the date of final delivery, but this warranty will have no force or effect until Seller receives payment in full for the delivered Products. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty may not be transferred or assigned to any third party without Seller's prior written consent. Seller is not responsible for design or engineering or the use to which Products are put by Buyer, or installation of the Products. Any specifications, brochures, demonstrations, samples, or training provided by Seller to Buyer for installation of Products does not impose liability on Seller for any installation by Buyer. This warranty does not apply to any Product that has been repaired or altered without Seller's written consent, incorrectly installed, subjected to misuse, improperly maintained, or is damaged by accident, negligence, or other events outside of Seller's control. Seller's liability with respect to any claim by Buyer or any third party arising out of or in any way relating to any Product sold by Seller to Buyer will be limited solely to the repair, replacement, or credit of the purchase price of such Product and does not include any costs of removing any defective Product or installing any replacement Product or any related costs or expenses. Replacement is limited to the furnishing of replacement Product. Any defective Product that is repaired or replaced is warranted only for the balance of the initial warranty period. SELLER WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF BUYER OR ANY THIRD PARTY IN ANY WAY RELATING TO ANY PRODUCT.
- PAYMENTS:** If satisfactory credit is established with Seller, terms of credit are 30 days from date of invoice. Payments not received from Buyer within term days will bear interest at the rate of 2% per month. No retention of payment by Buyer is permitted under the terms of this Proposal. Any unauthorized retention of payments by Buyer will relieve Seller from its obligations pertaining to fabricating and shipping subsequent Product. Unless otherwise excluded payment in full for engineering and models, molds and dies will be required before any product is shipped. If Buyer defaults in any payments when due, Seller reserves the right to suspend delivery or cancel the order. Notwithstanding anything contained in these Terms and Condition to the contrary, Seller reserves the right to ship its order and make collection by sight draft with bill of lading attached or on a C.O.D. basis or any other terms. Seller shall be entitled to reimbursement from customer for Seller's costs of collection, including legal fees and disbursements. Required non-refundable deposits to place the project on the Production Schedule are not eligible for lien waivers.
- SHIPMENT; RISK OF LOSS; TITLE:** Buyer Change Orders may affect delivery times and project completion dates, especially when added during Seller's production of a Product. Seller will not be liable for any late delivery caused by any Buyer Change Order. If freight must be prepaid, payment will be made for the account of Buyer. Seller may make delivery installments, separately invoiced and payable without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligations to accept the initial or any remaining installments. If shipments are delayed by Buyer, invoices may be rendered on the dates Seller is ready to make shipments. Unless otherwise stated, Products to be shipped outside of the U.S. will be shipped EX Works, with all risk of loss for the Products passing to Buyer upon delivery to carrier. Products to be shipped within the U.S. will be shipped F.O.B. job site, with all risk of loss for the Products passing to Buyer upon delivery to carrier. Products held by Seller as a result of Buyer's inability or refusal to accept delivery will be held at Buyer's risk, cost, and expense.

- **FORCE MAJEURE:** Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any Product, or for any damages or losses suffered by Buyer or any third party that are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, storms, fires, explosions, acts of God or public enemies, inability to obtain products from a supplier, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation, or any other causes beyond Seller's control. Upon any such delay or failure, Seller may, in its sole discretion and without any liability to Buyer, delay the performance of, partially perform, or cancel any affected order in whole or part.
- **SUCCESSORS AND ASSIGNS; SEVERABILITY:** These terms and conditions will be binding upon the Parties and their respective successors and assigns; provided, however, that Buyer may not assign or otherwise transfer (whether by operation of law or otherwise) any of Buyer's rights or obligations hereunder without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. If any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect.
- **DEFAULT:** If Buyer (a) fails to pay any amount due to Seller when due, (b) fails to observe or perform any of its other obligations under these terms and conditions, (c) takes any action that in Seller's opinion adversely affects the name, reputation, or goodwill of Seller or its Products, or (d) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes, or a receiver is appointed for its assets, then, at Seller's sole option, all sums due or to become due from Buyer to Seller will become immediately due and payable, and concurrently, Seller may terminate any existing order between the Parties in whole or in part, defer shipment or delivery of any Products, sell any part of any undelivered Products, and exercise any other remedies available to Seller under applicable law.
- **GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL:** The Sales Documents and these terms and conditions will be governed by and construed according to the laws of the State of New York, without reference to the principles of conflicts of law. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the Western District of New York or the applicable state court located in the State of New York, County of Erie for any action or proceeding arising out of or relating to the sale of Products to Buyer or otherwise in connection with the Sales Documents or these Terms and Conditions, (b) waives any objection to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SALES DOCUMENTS OR THESE TERMS AND CONDITIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (1) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (2) EACH PARTY MAKES THIS WAIVER VOLUNTARILY.

- SECURITY INTEREST: Buyer hereby grants to Seller a priority lien and security interest in Products sold to Buyer and in all proceeds of such Products to secure Buyer's obligations to Seller hereunder. Buyer appoints each officer of Seller as an attorney-in-fact for Buyer for the purpose of executing and filing each financing statement or other documents necessary to perfect such security interest. Upon the failure of Buyer to pay the purchase price for any Products when due, or to perform any of Buyer's obligations under these terms and conditions, Seller will have all rights and remedies of a secured party under the Uniform Commercial Code of the State of New York and any other applicable law.

- COSTS AND EXPENSES; INDEMNIFICATION: Buyer will be responsible for all costs and expenses, including attorneys' fees and disbursements, incurred by Seller in enforcing any term or condition herein, and Buyer will indemnify and promptly reimburse Seller for such costs and expenses. To the fullest extent permitted by law, Buyer will defend, indemnify, and hold harmless Seller from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and disbursements, arising out of, relating to, or resulting from Buyer's purchase and installation of any Product, caused in whole or part by the acts or omissions of Buyer, regardless of whether such claim, damage, loss, or expense is allegedly caused in part by Seller. The obligation to defend is to provide a full defense at the sole cost and expense of Buyer, regardless of any alleged culpability on the part of Seller or any ultimate determination of relative shares of liability of Buyer and Seller or limitation of Buyer's indemnity obligations in light of such determination. To the extent any of the foregoing defense, indemnity, or hold harmless obligations are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor attributable to bodily injury, sickness, disease, or death, or to injury, destruction, or loss of use of tangible property), such obligations shall be deemed to conform to the greatest rights to defense, indemnity, and being held harmless permitted by such law

Customer's Initials _____

ATTACHMENT A – PHYSICAL CONDITIONS

1. DRAWINGS: BVTC agrees to prepare shop drawings and submit one reproducible and three prints to Buyer for approval. Upon BVTC's receipt of the approved shop drawings and all other information required for fabrication including color approval, BVTC will start fabrication of terra cotta. BVTC reserves the right to fabricate to approved shop drawings and is not responsible for field change. Any requested changes must be noted on approved shop drawings.

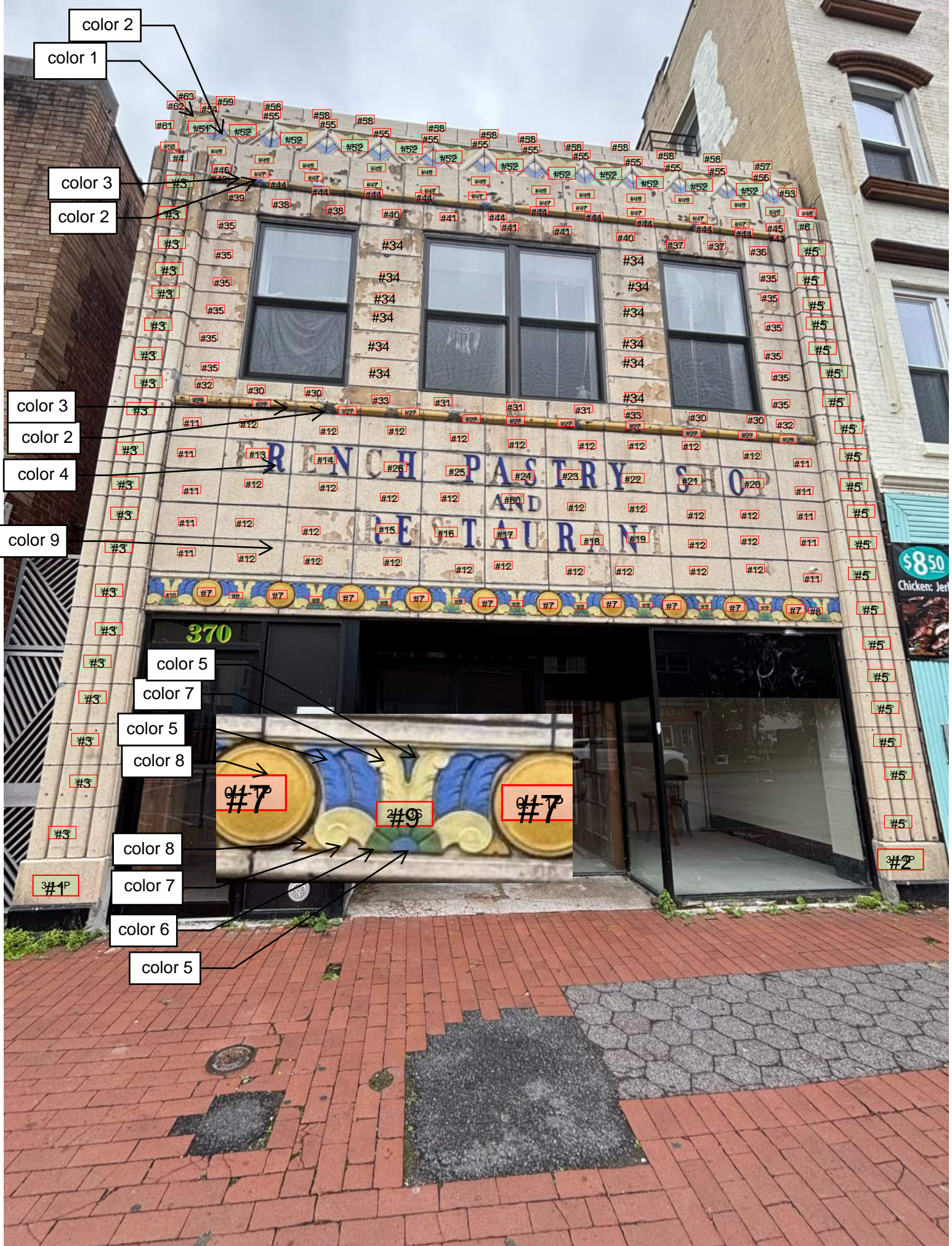
- a. The shop drawings will be based on samples provided by the Buyer and field measurements. The Buyer will be responsible for providing access and assistance to all areas requiring field measurements and for verifying any field measurements made by BVTC. If access for field measurements is not made available by the Buyer in any area, then BVTC will not be responsible for the manufacture of the required pieces located within such areas.
- b. Bed depth must be specified by Buyer. If for any reason bed depth cannot be ascertained, the Buyer will supply BVTC with a sample block or note on the drawing of the required bed depth.
- c. Terra Cotta physical changes: All changes to the design of terra cotta units will be agreed to by both the Buyer and BVTC. The Buyer will note any changes on drawings and BVTC will resubmit these revisions for approval.
- d. Anchor holes (size and location): All anchor hole location will be the responsibility of the Buyer and will be noted on drawings submitted by BVTC.
- e. In the event a site visit is not included or required, BVTC will manufacture terra cotta units based solely upon the information provided by the Buyer.
- f. Both parties agree to adopt the standards and dimensional variations as set forth in BVTC's "Architectural Terra Cotta" Standard Construction Specification Revision III, 2006 Edition. It is Buyer's obligation to measure all masonry openings for verification to shop drawing(s) dimensions.

2. QUALITY: The Buyer will be responsible for providing a clean color control sample to BVTC for the color matching process. The Buyer shall retain half of the control sample as a reference standard for comparison to the BVTC color match submittal samples. Buyer acknowledges terra cotta is a material with variations in color and some facial imperfections. Buyer agrees to accept these natural variations. Sample submittal will be a 6"x6"x $\frac{3}{4}$ " tile representative of color, glaze and body. Inspection for acceptance will be from a distance of 15 feet parallel to wall in natural light. The Buyer should be aware that a range of lighter and darker units should be anticipated. This subtle, color diversity in the terra cotta units is caused by temperature variations in the kiln, the position of placement in the kiln, and natural variations in clay, pigment, and composition. If terra cotta units are glazed, subtle variations can also be anticipated due to spray patterns and coverage.

3. PROTOTYPE SUBMITTAL: If required by this agreement, BVTC will submit a physical PROTOTYPE SAMPLE(s) of the actual unit(s) to be fabricated for the project to the Buyer for approval. It will be the Buyer's responsibility to approve the PROTOTYPE SAMPLE(s) for dimension, color, and fabrication in accordance with the shop drawings and the control sample. If action on the PROTOTYPE SAMPLE(s) is 'Revise and Resubmit' or 'Rejected', retooling may be required which could take up to twelve weeks. Any delays in production due to the failure of the Buyer to timely approve the PROTOTYPE SAMPLE(s) or for retooling following a "Revise and Resubmit" or "Rejected" shall extend the delivery dates for the terra cotta Product.

ATTACHMENT B – ARCHITECTURAL CERAMIC COLOR MATCHING

1. **CERAMIC COLOR MATCHING:** Ceramic glaze and thru body clay color matching is an art form within itself. The process incorporates the blending of elements of science, art, design, and architectural fundamentals to achieve a desired range and spectrum of color and natural color variation.
2. **GLAZE MATCHING:** The process of glaze matching and clay thru body matching produces a natural color variation as a result of high temp firing process. Weathering, aging, and environmental elements also affect ceramic glaze and/or clay thru body causing a range in color, hue, and tonality. The process of matching the unique and job specific glaze and/or clay thru body to the original sample requires the following in order to match:
 - a. The Buyer's Representative selects a sample from the building representing the color to be matched. This sample is large enough to provide two equal halves.
 - b. These two halves now become our "Color Control Sample" for all future color approvals and rejections.
 - c. One sample is sent to BVTC for BVTC's use in the color matching process, and the other sample is retained by the Owner's Representative.
 - d. If the building is going to be cleaned, both "Color Control Samples" need to be cleaned using the same cleaning process before sending one of the "Color Control Samples" to BVTC. It is the Seller's responsibility to perform color matching with a clean control sample and never with an unclean sample.
3. **NEW WORK:** A Buyer's representative is required to select and submit a color from their choice of materials or color medium. The color sample, being a physical piece or from a referring color chart, must be signed in written form as approved by Buyer before production.
4. **COLOR MATCHING PROCESS:** After BVTC receives the signed "Color Control Sample" the color matching process can begin. Color samples will be produced and submitted by BVTC for preliminary customer approval. As with any architectural ceramic material, Terra Cotta clay body and glazes exhibit and produce color variations due to the firing process. This approximate variation to the approved color range is within industry standards. An exact color of clay body or glaze may vary slightly from the original being matched due to inability of BVTC to use unavailable or discontinued raw materials and elements, due to environmental concerns, in the product; e.g. lead, arsenic, antimony, uranium and cadmium.



color 2

color 1

color 3

color 2

color 3

color 2

color 4

color 9

color 5

color 7

color 5

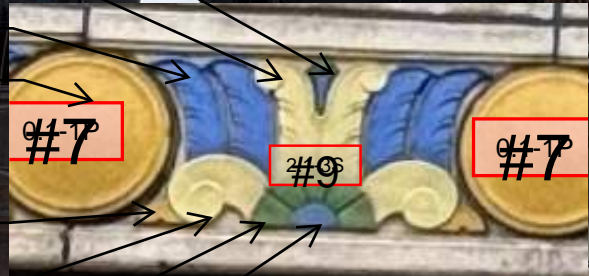
color 8

color 8

color 7

color 6

color 5



Style	Category (Style)	Description	Glaze SF Area	No. of Shop Dwgs.	Form Method	No. of Models	No. of Molds	New Dies	Qty of Units
1	Plain	#1	3.1-4	1	HP	1	1	0	1
2	Plain	#2	3.1-4	1	HP	1	1	0	1
3	Plain	#3	3.1-4	1	HP	1	2	0	20
4	Plain	#4	4.1-5	1	HP	1	1	0	1
5	Plain	#5	3.1-4	1	HP	1	2	0	20
6	Plain	#6	4.1-5	1	HP	1	1	0	1
7	Plain	#7	0.1-1	1	HP	1	1	0	10
8	Sculptural	#8	1.1-2	1	HP	1	1	0	1
9	Sculptural	#9	2.1-3	1	HP	1	1	0	9
10	Sculptural	#10	1.1-2	1	HP	1	1	0	1
11	Plain	#11	1.1-2	1	HP	1	1	0	10
12	Plain	#12	2.1-3	1	HP	1	3	0	30
13	Sculptural	#13	2.1-3	1	HP	1	1	0	1
14	Sculptural	#14	2.1-3	1	HP	1	1	0	1
15	Sculptural	#15	2.1-3	1	HP	1	1	0	1
16	Sculptural	#16	2.1-3	1	HP	1	1	0	1
17	Sculptural	#17	2.1-3	1	HP	1	1	0	1
18	Sculptural	#18	2.1-3	1	HP	1	1	0	1
19	Sculptural	#19	2.1-3	1	HP	1	1	0	1
20	Sculptural	#20	2.1-3	1	HP	1	1	0	1
21	Sculptural	#21	2.1-3	1	HP	1	1	0	1
22	Sculptural	#22	2.1-3	1	HP	1	1	0	1
23	Sculptural	#23	2.1-3	1	HP	1	1	0	1
24	Sculptural	#24	2.1-3	1	HP	1	1	0	1
25	Sculptural	#25	2.1-3	1	HP	1	1	0	1
26	Sculptural	#26	2.1-3	1	HP	1	1	0	1

27	Geometric	#27	1.1-2	1	HP	1	1	0	9
28	Geometric	#28	1.1-2	1	HP	1	1	0	1
29	Geometric	#29	1.1-2	1	HP	1	1	0	1
30	Plain	#30	1.1-2	1	HP	1	1	0	4
31	Plain	#31	1.1-2	1	HP	1	1	0	3
32	Plain	#32	1.1-2	1	HP	1	1	0	2
33	Plain	#33	1.1-2	1	HP	1	1	0	2
34	Plain	#34	2.1-3	1	HP	1	2	0	12
35	Plain	#35	2.1-3	1	HP	1	2	0	12
36	Plain	#36	1.1-2	1	HP	1	1	0	1
37	Plain	#37	1.1-2	1	HP	1	1	0	2
38	Plain	#38	1.1-2	1	HP	1	1	0	2
39	Plain	#39	1.1-2	1	HP	1	1	0	1
40	Plain	#40	2.1-3	1	HP	1	1	0	2
41	Plain	#41	1.1-2	1	HP	1	1	0	3
42	Plain	#42	0.1-1	1	HP	1	1	0	1
43	Plain	#43	0.1-1	1	HP	1	1	0	1
44	Geometric	#44	1.1-2	1	HP	1	1	0	10
45	Plain	#45	1.1-2	1	HP	1	1	0	1
46	Plain	#46	1.1-2	1	HP	1	1	0	1
47	Plain	#47	2.1-3	1	HP	1	1	0	10
48	Plain	#48	1.1-2	1	HP	1	1	0	1
49	Plain	#49	3.1-4	1	HP	1	2	0	12
50	Plain	#50	2.1-3	1	HP	1	1	0	1
51	Geometric	#51	4.1-5	1	HP	1	1	0	1
52	Geometric	#52	4.1-5	1	HP	1	2	0	11
53	Geometric	#53	3.1-4	1	HP	1	1	0	1
54	Plain	#54	2.1-3	1	HP	1	1	0	1
55	Plain	#55	2.1-3	1	HP	1	1	0	10

56	Plain	#56	2.1-3	1	HP	1	1	0	1
57	Plain	#57	3.1-4	1	HP	1	1	0	1
58	Plain	#58	3.1-4	1	HP	1	1	0	10
59	Plain	#59	3.1-4	1	HP	1	1	0	1
60	Plain	#60	2.1-3	1	HP	1	1	0	1
61	Plain	#61	3.1-4	1	HP	1	1	0	1
62	Plain	#62	1.1-2	1	HP	1	1	0	1
63	Plain	#63	2.1-3	1	HP	1	1	0	1
				63		63	71	0	255



Architectural Terra Cotta Technical Data

<u>Property/</u> <u>Characteristic</u>	<u>Criteria</u>	<u>Property/</u> <u>Characteristic</u>	<u>Criteria</u>
Compressive Strength	ASTM C67 6000 lbs/in ² minimum	Hardness	Various Standard Colors 7-9 Mohs scale
Modulus of Rupture	ASTM C67 2500 lbs/in ² minimum	Efflorescence	ASTM C67 No efflorescence
Density	ASTM C67 130-135 lbs/ft ³	Chemical Resistance	ASTM C126 No change in color or texture
Linear Coefficient of Thermal Expansion	3.5 x 10 ⁻⁶ (.0000035) in/in/°F	Glaze Absorption	ASTM C67 0.15%
Freeze and Thaw	ASTM C67 300 cycles passed	Absorption (5 hr boil)	ASTM C67 No greater than 11.5%
		Absorption (24 hr soak)	ASTM C67 No greater than 7%
		Craze Resistance	ASTM C126

Dimensions and Tolerances

Face Dimension Tolerances from Approved Shop Drawing:

- All dimensional tolerances will be +/- .0105" per inch of length. [.0105" x length in inches = tolerance limitations]
- Except diamond saw cut dimensions which will be within +/- 1/16".
- For example, for a part with a 12" long shop drawing dimension, the tolerance would be: .0105" x 12" = +/- .126" or 1/8" or 3.2mm]

Warpage Tolerances:

- The exposed face of hand made Terra Cotta shall not vary from a true plane more than the existing original material.
- The exposed face of machine extruded ceramic veneer shall not vary from a true plane by more than 0.005 inch per inch of length.

Exposed finished faces:

- When installed shall be free from chips, blisters or other imperfections detracting from the appearance of the finished wall when viewed from a normal viewing distance or of a minimum of 15 feet.



Innovative Manufacturing in Architectural Ceramics

Proudly Manufactured in the USA 

Architectural Terracotta

Inquiry: 25-0236

6/25/2025

Eric Anderson
Urban Green Builders
93 4th Ave. #1289
NY, NY USA
USA
Telephone: 212-419-0771
Mobile: 917-763-2023
Email: EAnderson@UrbanGreenBuilders.com

Re: **370 Main St.**

POUGHKEEPSIE, NY United States

Dear Eric,


We are pleased to present this Architectural Terracotta material supply proposal for: 370 Main St. POUGHKEEPSIE, NY United States TRADITIONAL. This Boston Valley Terra Cotta proposal is valid for 30 days.

Price is subject to the following documents in the proposal:

- Project Scope page 2
- Alternates pages 3 to 4
- Scope Qualifications pages 5 to 8
- Exclusions pages 9 to 10
- Delivery Terms page 11
- Payment Terms page 11
- Terms and Conditions pages 12 to 15
- Attachment A page 16
- Attachment B page 17

If you have any questions regarding this quotation, please contact Jared Engle.

Sincerely



Jared Engle

Corporate Headquarters
6860 South Abbott Road
Orchard Park, NY 14127

Toll Free: 888-214-3655
Office: 716-649-7490
Fax: 716-649-7488
www.bostonvalley.com

Material Proposal

TRADITIONAL

Revision #1

Project Scope:

1. Research & Development

- 2 • Glaze color match(es) as close as possible to HISTORIC SAMPLE Colors:

Note: Price includes 3 color submittals only. Additional charges will apply if more than 3 submittals are required.

- 2 • Range Samples: 2 set(s) of 2 pieces 12" x 12" x 3/4" demonstrating expected range
- Lab Tests: Use current independent ASTM C67 lab test results. All other costs associated with lab testing to be borne by others.

- 16 • Shop Drawings

- 1 • Setting drawings
- Project Administration

Note: Attic stock material is not included in base bid, but can be priced once defined.

Note: Mockup material is not included in base bid, but can be priced once defined.

Note: Days of Site Survey/ Cataloging are not included in proposal

Note: Samples of each unique block to be removed and shipped to Boston Valley Terra Cotta at Buyer's expense. Please mark all samples that need to be returned. (see Exclusions for more information)

2. Models & Molds

- 17 • Mold(s)

3. Production

- 27 • Terra Cotta units (listed items only, see attached spreadsheet)

4. Packing & Crating

Ex-Works (All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY)

- 2 • Crates/Pallets (up to)

Project Total

\$85,820

ALTERNATE #1

Please note that these items are not included in the Total Base Bid Price, shown above.

Freight costs over listed value will be billed

- 1 • Deliveries via LTL to Jobsite/ Facility in Poughkeepsie, NY

ALTERNATE #1 Total \$1,750

Accepted: _____

ALTERNATE #2

Please note that these items are not included in the Total Bid Price, shown above.

Alternate #2 is Pricing for (1) one day of site survey

- 1 • Days of Site Survey/ Cataloging
 - Travel Days
 - Project Administration

Ex-Works (All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY)

ALTERNATE #2 Total \$16,450

Accepted: _____

Scope Qualifications:

1. Pricing is based on email sent to BVTC from Eric Anderson dated 6/19/2025 Titled "370 Main St. Quote"
2. BVTC does not show anchors on shop drawings
3. All Terra Cotta is assumed to be Glazed
4. There is assumed to be (2) two Glaze colors needed for this project. See notes on attachments for the Glaze Color Breakout
5. **The Base Tan Color Glaze is assumed to be (3) three layered pula chrome Finish Glaze, while all other 1 Glaze is assumed to be Single Layered Glazes. All Multilayer Glaze will be applied at the same time in the Glazing application Process**
6. All Terra Cotta sizes and styles were estimated, if true size or style differs than what was estimated additional charges will apply
7. If any Terra Cotta has multiple units within that style all units in that style are assumed to be the exact same size and shape, additional charges will apply if this is not the case
8. Some Units involve Hand decorating these unit styles are: #2-#16. Style #1 is assumed to be (1) one Glaze color. If additional Styles need Hand Decorating additional charges will apply
9. Pricing includes (1) one Single Color 12" x 12" Range Tiles and (1) one Multicolored range samples which will be a HP unit from BVTC standard Hand Decorating Blocks to display the 1 types of hand decorated blocks on the Job
10. If all Alternates are not signed when base proposal is signed additional charges will apply
11. Alternate #2 is Pricing for (2) two days of site survey
12. Buyer understands that once an initial 3" x 6" x 1/2" tile is submitted and approved in writing, Seller will submit one (1) set of two (2) 12" x 12" x 3/4" tiles for each unique glaze color and/or texture that represents the anticipated glaze color/texture range for final written approval.
13. Pricing reflects 2 Glaze Color Match(es) as close to HISTORIC SAMPLE If additional colors and/or firings are required, additional charges will apply.
14. Unless explicitly stated, all glazed terra cotta will be produced on BVTC's standard Tan clay. The only exception is historic red glaze terra cotta. This material will be replicated on BVTC's standard Terra Cotta colored body.
15. Unit dimensions have been estimated. Limited section drawings and/or details for the replacement units have been received by BVTC. BVTC reserves the right to adjust pricing based on verified dimensions from samples sent to BVTC for replication.
16. This proposal is based upon our standard 5 year Terra Cotta or Terra Clad warranty.
17. **Site Survey/Cataloging is not included due to travel restrictions pertaining to Covid-19. Contractor to extract one (1) sample of each unique style and ship to BVTC at no cost to BVTC.**

18. **No specifications have been received by BVTC. BVTC reserves the right to adjust pricing, if upon receipt of such documents, specifications differ from BVTC takeoff and/or assumptions**
19. Mock-up materials are not included in this proposal and can be priced once defined.
20. Attic stock materials are not included in this proposal and can be priced once defined.
21. All prices are in US dollars.
22. Listed items and quantities only
23. **Due to fluctuations in logistics rates, shipping is not included in this proposal. All units to be packaged and ready to load at BVTC loading dock in Orchard Park, NY.**
24. This proposal is subject to BVTC Standard Terms and Conditions.
25. Tolerances are per BVTC Standard publish technical sheets (attached).
26. Terra cotta cellular structure is not to be filled solid with any foreign materials due to varying expansion rates; filling solid will void warranty. Mortar is only to be applied at perimeter edge conditions adjacent to other masonry units.
27. The Buyer understands that terracotta is a natural material and is not preblended. Blending is the responsibility of the installer at the installer's expense.
28. All dies, models and molds used in the manufacturing process are the property of Boston Valley Terra Cotta and are for BVTC's use only.
29. All photographs, 3D scans and other data collected by Boston Valley Terra Cotta is the property of Boston Valley Terra Cotta
30. After activation and before production begins, the customer will be given a one-time opportunity to sequence the finished product within the base quote. This may lead to changes in the delivery schedule and incur extra charges, subject to a Change Order. The sequencing must be mutually approved by both the seller and the buyer, and any changes to it will trigger a Change Order.
31. Once shop drawings are approved and entered into BVTC's production system changes are not permitted
32. Estimated delivery dates are calculated from the date BVTC has received customer's written approval of all shop drawings and color matches as well as with current production lead times.
33. Delays on approvals and payments may affect production and delivery schedules.
34. If a specification indicates that there are a certain number of pieces required for a fired batch. BVTC will consider one full size unit of each forming method to be cut in to their required sizes for testing. The number of units in a fired batch will be estimated to be approx. 500 units.
35. If a texture is required on the terracotta and not indicated on the bid documents or conveyed to BVTC in writing, BVTC reserves the right to adjust cost based on adding this texture to the terracotta units.

36. The Buyer understands that time is of the essence. If seller does not return our submitted shop drawings, setting and section details within 20 working days, the schedule will need to be adjusted accordingly and BVTC cannot be responsible for any delay.
37. If the project is put on "hold" the Buyer will be given a new production schedule based on current BVTC production availability. At the sole discretion of BVTC the deposit may be forfeited and the project will be removed from the production schedule.
38. The Buyer acknowledges and understands that there are unforeseen conditions within the bid documents therefore the Seller reserves the right to adjust costs to reflect these unforeseen conditions if it affects Seller's scope of work. These conditions may be due to incomplete drawings or missing information that were NOT provided to Seller at bid time. BVTC will issue a change order to reflect the cost changes due to these unforeseen conditions.
39. If Material Proposal includes site survey to be conducted by BVTC personnel, all access to replacement units is to be provided by the contractor at no cost to BVTC. If survey team arrives on site and access to areas to be surveyed is not ready and/or inspected, a \$5,000 fee will be charged and your survey will be rescheduled.
40. Price does not include shipping historical samples back to buyer.
41. In the event that drawings are returned to BVTC with revision and/or changes that result in additional drafting time, BVTC reserves the right to issue a change order for that additional time and any expenses that are incurred.
42. The Buyer is to confirm all quantities. In the event that the scope changes over or under the quoted quantities, BVTC will address with a change order on an add/deduct basis.
43. Buyer will be invoiced on a percent complete basis. BVTC will apply the full deposit amount to the final invoice of this project.
44. Seller reserves the right to cancel or modify payments terms, at its sole discretion.
45. The Seller reserves the right to add additional cost to the order if the Buyer is not prompt in answering questions, RFI's or makes substantial changes to the scope of work for the project.
46. In the event that the Buyer has been notified that material is ready to ship and the Buyer declines to receive the order, Seller reserves the right to charge Buyer \$5.00 per square foot per month (prorated) for storage fees.
47. Seller reserves the right to add transportation and trucking surcharges to shipping invoices without a Change Order.
48. Unless explicitly stated, this proposal does not include any diamond wet-saw cutting, notching or drilling of the terracotta tiles or panels. If this is required a Change Order will be issued.
49. Upon completion of the project all production molds and dies will be recycled/discarded 60 days after final delivery. Should the project scope require the molds to be held for a longer period of time, a long-term storage agreement can be arranged.
50. In the event, Third-party engineering study calls for additional support or changes, the seller will issue a Change Order for the changes required.

51. In the event that our proposal is provided based on a DESIGN BUILD/DESIGN ASSIST, Buyer understands that there is a lack of information based on our documents and Seller reserves the right to submit UNIT PRICES for ADD or DEDUCT costs, provided they are identified on our LISTED ITEMS ONLY spreadsheet. If not, then BVTC will provide our cost separately for these items.
52. Seller agrees to confirm that all panels/blocks are within range samples and marked as QC inspected.
53. After the project is completed, the Seller has the right to include pictures or dialog of the completed project in Seller's marketing materials, cancelling any NDA associated with this project.
54. Colors and textures shown in samples box and on BVTC's website are subject to change without notice.
55. In the event that setting drawings are required for this project, BVTC will require the CAD drawing files from the AE in order to produce these drawings. If for what ever reason the drawings can not be provided , BVTC reserves the right to waive the setting drawings.

Exclusions:

1. Glaze colors beyond 2 quoted
2. Shipping/ Delivery
3. Site Visit(s)
4. Pre-Installation Meeting(s)
5. Texture Development
6. Clay Modifications
7. Notching/Drilling
8. Allowances
9. Storage at Production Facility
10. Full Sized Samples
11. Profiled Samples
12. Section Detail(s)
13. Site survey & field dimensions
14. Visual Mock-up (this items can be priced separately once defined)
15. Performance Mock-up
16. Prototypes
17. Engineering
18. Attic stock or extra units for breakage
19. Glazed wrapped edges
20. Twice fired glaze
21. Factory layout of façade
22. Project specific testing
23. Models, molds and dies beyond quoted
24. Pricing does not account for any movement joints (vertical or horizontal). If required, BVTC can provide pricing once joints and/ or details are defined
25. Field surveillance
26. Membrane/ fiberglass mesh adhered to terracotta surface
27. Penetrations through panels
28. Integrated bird wire and/or snow pin anchor points
29. Epoxy adhered corner units
30. Additional units, styles, attachment hardware and/or quantities beyond those listed in the proposal

31. Installation
32. Weatherproofing
33. Insulation
34. Metal furring
35. Miscellaneous metal or hardware or any other material not included in project scope
36. Metal trim
37. Fasteners
38. Flashing
39. Weather Seals
40. Vertical spacers
41. Factory color blending
42. Honed surface
43. Surface coatings
44. shipping historical samples back to buyer
45. No lead glazes
46. Anchors
47. Waterproofing
48. Accessorial charges such as time sensitive delivery, flatbed truck or liftgate delivery are the responsibility of the Contractor.
49. This proposal excludes sales tax. For New York State customers, sales tax will be added to invoices unless a valid NYS sales tax exemption certificate is provided. If the jurisdiction in which this project is located requires payment of local sales or use tax, BVTC requests that the Contractor certify that the project is either exempt, or that the Contractor will be responsible registration and payment of such taxes.

Delivery Terms:

1. Production duration schedules will be estimated after customer signs and returns quote and deposit to Boston Valley Terra Cotta. A Boston Valley Terra Cotta Project Manager will contact you after deposit is received with an estimated production schedule.
2. Delivery duration schedules will be estimated from the date BVTC anticipates receiving customer written approvals of all shop drawings, color matches and mock-ups.

Payment Terms:

1. Credit terms on this contract are Net 30 days upon credit approval by BVTC (see Terms & Conditions, paragraph 7 for more information.)
2. **NO RETAINAGE** is authorized or allowed. Payment in full is required prior to final shipment release.
3. This Boston Valley Terra Cotta Proposal is valid for 30 days.
4. A non-refundable deposit of 25% is required on this project before production can begin.

PLEASE NOTE: Work on any phase of this project cannot be scheduled nor started until the full deposit amount is received.

To accept this proposal please sign in the space provided below, initial the pages so marked in the lower right hand corners and return the entire document and your deposit check for the amount shown above.

The Buyer, identified below, accepts the Proposal and agrees, upon acceptance of this contract by Boston Valley Terra Cotta, to purchase and pay for the products to be furnished by Boston Valley Terra Cotta in accordance with the terms and conditions set forth above. The above Proposal accepted by the Buyer shall not be binding upon Boston Valley Terra Cotta until the same has been countersigned below by an officer of Boston Valley Terra Cotta.

Authorized Signature: _____

Title: _____

Print Name: _____

Date: _____

Signature Company: _____

Boston Valley Terra Cotta accepts this contract at Orchard Park, NY

By: _____

Title: _____

Date: _____

Terms and Conditions

- **GENERAL:** Boston Valley Pottery, Inc. d/b/a Boston Valley Terra Cotta ("Seller" or "BVTC") and the person or entity to whom Seller's sales contract, order acknowledgement, invoice, or other sales document (each a "Sales Document") is addressed ("Buyer") are collectively referred to herein as the "Parties." All offers and sales by Seller to Buyer are expressly conditioned on Buyer's acceptance of these terms and conditions, its attachments, and any applicable change order terms and conditions (collectively, the Term and Conditions"). Buyer agrees that the first to occur of the following clauses (a) through (e) will conclusively constitute Buyer's acceptance of these terms and conditions: (a) Buyer issues instructions to Seller for the delivery of any Products (as defined below) covered by any Sales Document to which the Terms and Conditions are attached or included, or incorporated by reference and made available to Buyer, (b) Buyer accepts or pays for any such Products, (c) Buyer executes such Sales Document, (d) Buyer installs the Products, or (e) the passage of five days after Seller first delivers such Sales Document to Buyer and Buyer fails to deliver written notice to Seller of Buyer's objection to these Terms and Conditions. The Terms and Conditions supersede any and all prior representation, arrangements, and communications, oral or written, concerning the Products. Any purchase order or other communication from Buyer that contains terms or conditions in addition to or inconsistent with these terms and conditions will not apply to the purchase of any Products by Buyer or be used to waive, modify, vary, explain, or supplement all or any part of these terms and conditions and are hereby objected to and rejected by Seller, unless their acceptance is made in writing by an authorized officer of Seller (each a "Supplement"). In the event of a conflict between any Supplement and the Terms and Conditions, the Terms and Conditions shall control. Buyer also agrees to adopt and abide by the Seller's standards as set forth in the Seller's Specifications for the Products.

- **PRICES:** This proposal is firm for the attached customer for 30 days and then automatically expires. Seller's prices are firm for 1 month from the date of the applicable purchase order. Unless stated otherwise, prices do not include any transportation surcharges or accessorial charges that the carrier may impose. Such surcharges and accessorial fees will be charged to Buyer. For shipments beyond 6 months, prices will be adjusted at the time of shipment if the U.S. Consumer Price Index ("CPI"), as published monthly by the U.S. Bureau of Labor Statistics, increases from the month of the applicable quote to the month that precedes the month of shipment, and the adjustment will be for the percentage increase in the CPI during that period, but limited to 10%. Price modifications for other than such CPI increases will only be by approved, written Change Orders issued by Seller and signed by Buyer. Buyer will have neither the right of offset against the purchase price of any Products nor the right to back charge any Sales Document unless Seller has given its prior written consent.

- **DELIVERY:** Delivery dates listed on quotations or tentative delivery schedules provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with estimated dates. Seller will not be held liable for failure to deliver as estimated. Buyer's change orders and date of approvals will affect delivery dates and project completion date. Delay in delivery of any installments will not relieve Buyer of its obligations to accept the initial or any revising installments. In the event the Seller fails to make delivery in accordance with its obligations under this paragraph, Buyer's sole remedy shall be to put Seller on written notice of such failure and provide Seller 45 days in which to complete the delivery. In any event the Seller cannot cure such failure, Buyer may terminate any existing orders between the parties related to this project that have not yet been produced. The Buyer will be responsible for all cost incurred up to the time of cancellation. Back charges from the Buyer will not be permitted. If shipments are delayed by the Buyer, invoices may be rendered on the date Seller is ready to make shipments for storage.

- **PRODUCT CHARACTERISTICS:** Buyer agrees and understands that clay is a natural material and there may be variations in size, color, texture and finish that are inherent in fired ceramics and a desired property of Architectural Terra Cotta. In addition, tolerances customary in trade with regard to size and thickness do not constitute a reason for a claim against the Seller. crazing is a typical characteristic of glazed Terra Cotta and is not considered a defect and does not impair the function or value of Product. Glazed tiles may be subject to crazing before or after installation and even years later.

Initials: _____
Page 1 of 4

Customer's Initials _____

- **INSPECTION:** Buyer shall inspect the Product within 72 hours of delivery and notify Seller in writing of any damaged or defective Products within that period. If Seller determines that the Product is defective, Buyer's sole remedy is that Seller will, in its sole discretion, repair or replace the Product or credit Buyer for the purchase price of the Product. Buyer agrees that installation of Product is acceptance.
- **WARRANTY:** Seller warrants the terra cotta products manufactured by Seller (the "Products") against any defects in workmanship and material for a period of 5 years after the date of final delivery, but this warranty will have no force or effect until Seller receives payment in full for the delivered Products. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty may not be transferred or assigned to any third party without Seller's prior written consent. Seller is not responsible for design or engineering or the use to which Products are put by Buyer, or installation of the Products. Any specifications, brochures, demonstrations, samples, or training provided by Seller to Buyer for installation of Products does not impose liability on Seller for any installation by Buyer. This warranty does not apply to any Product that has been repaired or altered without Seller's written consent, incorrectly installed, subjected to misuse, improperly maintained, or is damaged by accident, negligence, or other events outside of Seller's control. Seller's liability with respect to any claim by Buyer or any third party arising out of or in any way relating to any Product sold by Seller to Buyer will be limited solely to the repair, replacement, or credit of the purchase price of such Product and does not include any costs of removing any defective Product or installing any replacement Product or any related costs or expenses. Replacement is limited to the furnishing of replacement Product. Any defective Product that is repaired or replaced is warranted only for the balance of the initial warranty period. SELLER WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF BUYER OR ANY THIRD PARTY IN ANY WAY RELATING TO ANY PRODUCT.
- **PAYMENTS:** If satisfactory credit is established with Seller, terms of credit are 30 days from date of invoice. Payments not received from Buyer within term days will bear interest at the rate of 2% per month. No retention of payment by Buyer is permitted under the terms of this Proposal. Any unauthorized retention of payments by Buyer will relieve Seller from its obligations pertaining to fabricating and shipping subsequent Product. Unless otherwise excluded payment in full for engineering and models, molds and dies will be required before any product is shipped. If Buyer defaults in any payments when due, Seller reserves the right to suspend delivery or cancel the order. Notwithstanding anything contained in these Terms and Condition to the contrary, Seller reserves the right to ship its order and make collection by sight draft with bill of lading attached or on a C.O.D. basis or any other terms. Seller shall be entitled to reimbursement from customer for Seller's costs of collection, including legal fees and disbursements. Required non-refundable deposits to place the project on the Production Schedule are not eligible for lien waivers.
- **SHIPMENT; RISK OF LOSS; TITLE:** Buyer Change Orders may affect delivery times and project completion dates, especially when added during Seller's production of a Product. Seller will not be liable for any late delivery caused by any Buyer Change Order. If freight must be prepaid, payment will be made for the account of Buyer. Seller may make delivery installments, separately invoiced and payable without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligations to accept the initial or any remaining installments. If shipments are delayed by Buyer, invoices may be rendered on the dates Seller is ready to make shipments. Unless otherwise stated, Products to be shipped outside of the U.S. will be shipped EX Works, with all risk of loss for the Products passing to Buyer upon delivery to carrier. Products to be shipped within the U.S. will be shipped F.O.B. job site, with all risk of loss for the Products passing to Buyer upon delivery to carrier. Products held by Seller as a result of Buyer's inability or refusal to accept delivery will be held at Buyer's risk, cost, and expense.

Customer's Initials _____

Initials: _____

- **FORCE MAJEURE:** Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any Product, or for any damages or losses suffered by Buyer or any third party that are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, storms, fires, explosions, acts of God or public enemies, inability to obtain products from a supplier, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation, or any other causes beyond Seller's control. Upon any such delay or failure, Seller may, in its sole discretion and without any liability to Buyer, delay the performance of, partially perform, or cancel any affected order in whole or part.
- **SUCCESSORS AND ASSIGNS; SEVERABILITY:** These terms and conditions will be binding upon the Parties and their respective successors and assigns; provided, however, that Buyer may not assign or otherwise transfer (whether by operation of law or otherwise) any of Buyer's rights or obligations hereunder without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. If any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect.
- **DEFAULT:** If Buyer (a) fails to pay any amount due to Seller when due, (b) fails to observe or perform any of its other obligations under these terms and conditions, (c) takes any action that in Seller's opinion adversely affects the name, reputation, or goodwill of Seller or its Products, or (d) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes, or a receiver is appointed for its assets, then, at Seller's sole option, all sums due or to become due from Buyer to Seller will become immediately due and payable, and concurrently, Seller may terminate any existing order between the Parties in whole or in part, defer shipment or delivery of any Products, sell any part of any undelivered Products, and exercise any other remedies available to Seller under applicable law.
- **GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL:** The Sales Documents and these terms and conditions will be governed by and construed according to the laws of the State of New York, without reference to the principles of conflicts of law. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the Western District of New York or the applicable state court located in the State of New York, County of Erie for any action or proceeding arising out of or relating to the sale of Products to Buyer or otherwise in connection with the Sales Documents or these Terms and Conditions, (b) waives any objection to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SALES DOCUMENTS OR THESE TERMS AND CONDITIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (1) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (2) EACH PARTY MAKES THIS WAIVER VOLUNTARILY.

Customer's Initials _____

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- **SECURITY INTEREST:** Buyer hereby grants to Seller a priority lien and security interest in Products sold to Buyer and in all proceeds of such Products to secure Buyer's obligations to Seller hereunder. Buyer appoints each officer of Seller as an attorney-in-fact for Buyer for the purpose of executing and filing each financing statement or other documents necessary to perfect such security interest. Upon the failure of Buyer to pay the purchase price for any Products when due, or to perform any of Buyer's obligations under these terms and conditions, Seller will have all rights and remedies of a secured party under the Uniform Commercial Code of the State of New York and any other applicable law.

- **COSTS AND EXPENSES; INDEMNIFICATION:** Buyer will be responsible for all costs and expenses, including attorneys' fees and disbursements, incurred by Seller in enforcing any term or condition herein, and Buyer will indemnify and promptly reimburse Seller for such costs and expenses. To the fullest extent permitted by law, Buyer will defend, indemnify, and hold harmless Seller from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and disbursements, arising out of, relating to, or resulting from Buyer's purchase and installation of any Product, caused in whole or part by the acts or omissions of Buyer, regardless of whether such claim, damage, loss, or expense is allegedly caused in part by Seller. The obligation to defend is to provide a full defense at the sole cost and expense of Buyer, regardless of any alleged culpability on the part of Seller or any ultimate determination of relative shares of liability of Buyer and Seller or limitation of Buyer's indemnity obligations in light of such determination. To the extent any of the foregoing defense, indemnity, or hold harmless obligations are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor attributable to bodily injury, sickness, disease, or death, or to injury, destruction, or loss of use of tangible property), such obligations shall be deemed to conform to the greatest rights to defense, indemnity, and being held harmless permitted by such law

Customer's Initials _____

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ATTACHMENT A – PHYSICAL CONDITIONS

1. DRAWINGS: BVTC agrees to prepare shop drawings and submit one reproducible and three prints to Buyer for approval. Upon BVTC's receipt of the approved shop drawings and all other information required for fabrication including color approval, BVTC will start fabrication of terra cotta. BVTC reserves the right to fabricate to approved shop drawings and is not responsible for field change. Any requested changes must be noted on approved shop drawings.

- a. The shop drawings will be based on samples provided by the Buyer and field measurements. The Buyer will be responsible for providing access and assistance to all areas requiring field measurements and for verifying any field measurements made by BVTC. If access for field measurements is not made available by the Buyer in any area, then BVTC will not be responsible for the manufacture of the required pieces located within such areas.
- b. Bed depth must be specified by Buyer. If for any reason bed depth cannot be ascertained, the Buyer will supply BVTC with a sample block or note on the drawing of the required bed depth.
- c. Terra Cotta physical changes: All changes to the design of terra cotta units will be agreed to by both the Buyer and BVTC. The Buyer will note any changes on drawings and BVTC will resubmit these revisions for approval.
- d. Anchor holes (size and location): All anchor hole location will be the responsibility of the Buyer and will be noted on drawings submitted by BVTC.
- e. In the event a site visit is not included or required, BVTC will manufacture terra cotta units based solely upon the information provided by the Buyer.
- f. Both parties agree to adopt the standards and dimensional variations as set forth in BVTC's "Architectural Terra Cotta" Standard Construction Specification Revision III, 2006 Edition. It is Buyer's obligation to measure all masonry openings for verification to shop drawing(s) dimensions.

2. QUALITY: The Buyer will be responsible for providing a clean color control sample to BVTC for the color matching process. The Buyer shall retain half of the control sample as a reference standard for comparison to the BVTC color match submittal samples. Buyer acknowledges terra cotta is a material with variations in color and some facial imperfections. Buyer agrees to accept these natural variations. Sample submittal will be a 6"x6"x $\frac{3}{4}$ " tile representative of color, glaze and body. Inspection for acceptance will be from a distance of 15 feet parallel to wall in natural light. The Buyer should be aware that a range of lighter and darker units should be anticipated. This subtle, color diversity in the terra cotta units is caused by temperature variations in the kiln, the position of placement in the kiln, and natural variations in clay, pigment, and composition. If terra cotta units are glazed, subtle variations can also be anticipated due to spray patterns and coverage.

3. PROTOTYPE SUBMITTAL: If required by this agreement, BVTC will submit a physical PROTOTYPE SAMPLE(s) of the actual unit(s) to be fabricated for the project to the Buyer for approval. It will be the Buyer's responsibility to approve the PROTOTYPE SAMPLE(s) for dimension, color, and fabrication in accordance with the shop drawings and the control sample. If action on the PROTOTYPE SAMPLE(s) is 'Revise and Resubmit' or 'Rejected', retooling may be required which could take up to twelve weeks. Any delays in production due to the failure of the Buyer to timely approve the PROTOTYPE SAMPLE(s) or for retooling following a "Revise and Resubmit" or "Rejected" shall extend the delivery dates for the terra cotta Product.

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ATTACHMENT B – ARCHITECTURAL CERAMIC COLOR MATCHING

1. **CERAMIC COLOR MATCHING:** Ceramic glaze and thru body clay color matching is an art form within itself. The process incorporates the blending of elements of science, art, design, and architectural fundamentals to achieve a desired range and spectrum of color and natural color variation.

2. **GLAZE MATCHING:** The process of glaze matching and clay thru body matching produces a natural color variation as a result of high temp firing process. Weathering, aging, and environmental elements also affect ceramic glaze and/or clay thru body causing a range in color, hue, and tonality. The process of matching the unique and job specific glaze and/or clay thru body to the original sample requires the following in order to match:
 - a. The Buyer's Representative selects a sample from the building representing the color to be matched. This sample is large enough to provide two equal halves.
 - b. These two halves now become our "Color Control Sample" for all future color approvals and rejections.
 - c. One sample is sent to BVTC for BVTC's use in the color matching process, and the other sample is retained by the Owner's Representative.
 - d. If the building is going to be cleaned, both "Color Control Samples" need to be cleaned using the same cleaning process before sending one of the "Color Control Samples" to BVTC. It is the Seller's responsibility to perform color matching with a clean control sample and never with an unclean sample.

3. **NEW WORK:** A Buyer's representative is required to select and submit a color from their choice of materials or color medium. The color sample, being a physical piece or from a referring color chart, must be signed in written form as approved by Buyer before production.

4. **COLOR MATCHING PROCESS:** After BVTC receives the signed "Color Control Sample" the color matching process can begin. Color samples will be produced and submitted by BVTC for preliminary customer approval. As with any architectural ceramic material, Terra Cotta clay body and glazes exhibit and produce color variations due to the firing process. This approximate variation to the approved color range is within industry standards. An exact color of clay body or glaze may vary slightly from the original being matched due to inability of BVTC to use unavailable or discontinued raw materials and elements, due to environmental concerns, in the product; e.g. lead, arsenic, antimony, uranium and cadmium.

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370 Color #1

Color #2

\$850

Chicken: Jerk

Style	Category (Style)	Description	Glaze SF Area	No. of Shop Dwgs.	Form Method	No. of Models	No. of Molds	New Dies	Qty of Units
1	Plain	#1	2.1-3	1	HP	1	2	0	12
2	Sculptural	#2	2.1-3	1	HP	1	1	0	1
3	Sculptural	#3	2.1-3	1	HP	1	1	0	1
4	Sculptural	#4	2.1-3	1	HP	1	1	0	1
5	Sculptural	#5	2.1-3	1	HP	1	1	0	1
6	Sculptural	#6	2.1-3	1	HP	1	1	0	1
7	Sculptural	#7	2.1-3	1	HP	1	1	0	1
8	Sculptural	#8	2.1-3	1	HP	1	1	0	1
9	Sculptural	#9	2.1-3	1	HP	1	1	0	1
10	Sculptural	#10	2.1-3	1	HP	1	1	0	1
11	Sculptural	#11	2.1-3	1	HP	1	1	0	1
12	Sculptural	#12	2.1-3	1	HP	1	1	0	1
13	Sculptural	#13	2.1-3	1	HP	1	1	0	1
14	Sculptural	#14	2.1-3	1	HP	1	1	0	1
15	Sculptural	#15	2.1-3	1	HP	1	1	0	1
16	Sculptural	#16	2.1-3	1	HP	1	1	0	1
				16		16	17	0	27



Architectural Terra Cotta Technical Data

<u>Property/</u> <u>Characteristic</u>	<u>Criteria</u>	<u>Property/</u> <u>Characteristic</u>	<u>Criteria</u>
Compressive Strength	ASTM C67 6000 lbs/in ² minimum	Hardness	Various Standard Colors 7-9 Mohs scale
Modulus of Rupture	ASTM C67 2500 lbs/in ² minimum	Efflorescence	ASTM C67 No efflorescence
Density	ASTM C67 130-135 lbs/ft ³	Chemical Resistance	ASTM C126 No change in color or texture
Linear Coefficient of Thermal Expansion	3.5 x 10 ⁻⁶ (.0000035) in/in/°F	Glaze Absorption	ASTM C67 0.15%
Freeze and Thaw	ASTM C67 300 cycles passed	Absorption (5 hr boil)	ASTM C67 No greater than 11.5%
		Absorption (24 hr soak)	ASTM C67 No greater than 7%
		Craze Resistance	ASTM C126

Dimensions and Tolerances

Face Dimension Tolerances from Approved Shop Drawing:

- All dimensional tolerances will be +/- .0105" per inch of length. [.0105" x length in inches = tolerance limitations]
- Except diamond saw cut dimensions which will be within +/- 1/16".
- For example, for a part with a 12" long shop drawing dimension, the tolerance would be: .0105" x 12" = +/- .126" or 1/8" or 3.2mm]

Warpage Tolerances:

- The exposed face of hand made Terra Cotta shall not vary from a true plane more than the existing original material.
- The exposed face of machine extruded ceramic veneer shall not vary from a true plane by more than 0.005 inch per inch of length.

Exposed finished faces:

- When installed shall be free from chips, blisters or other imperfections detracting from the appearance of the finished wall when viewed from a normal viewing distance or of a minimum of 15 feet.