**ISSUE:** Revisions to Previously Approved Plans

**APPLICANT:** Andrew Haas

**LOCATION:** Parker-Gray District

402 North Fayette Street

**ZONE:** RB/Residential Townhouse Zone

#### STAFF RECOMMENDATION:

Staff recommends approval of the Certificate of Appropriateness for alterations, as submitted.

#### DECEMBER 16, 2020 BOARD ACTION: Approved, as Submitted, 7-0

On a motion by Ms. Irwin, and seconded by Mr. Spencer, the Board of Architectural Review voted to approve BAR #2020-00559, as amended. The motion carried on a vote of 7-0.

#### **CONDITIONS OF APPROVAL**

- 1. Denial of the request to paint the masonry;
- 2. Approval of the fence and railing; and,
- 3. Approval of the canopy provided the applicant work with staff on the design details.

#### **REASON**

The Board felt that the painting was inappropriate and inconsistent with the zoning ordinance and Design Guidelines, and that the painting could damage the masonry. The Board supported the metal fence/railing and did not object to a canopy over the door, provided that the applicant work with staff on the design details.

#### **SPEAKERS**

Andrew Haas, applicant, spoke in support of the application and answered questions.

Gail Rothrock, 206 Duke Street and HAF, spoke in support of staff recommendation for denial of the painting of the masonry house. She said that she agreed that staff should work on the design details of the canopy with staff.

Inocesio Davilia, 412 N. Henry Street, spoke in support of the application and said that there were other painted masonry buildings in the neighborhood.

#### **DISCUSSION**

Mr. Haas said that he didn't know painting brick was not recommended and that a number of his neighbors were also interested in painting their homes. He said that the canopy design is more subtle than the current canopy. None of the Board members supported the painting of the masonry and recommended that the applicant work with staff to ensure that the design and installation of the new canopy did not compromise the brick.

#### **GENERAL NOTES TO THE APPLICANT**

- 1. ISSUANCE OF CERTIFICATES OF APPROPRIATENESS AND PERMITS TO DEMOLISH: Applicants must obtain a copy of the Certificate of Appropriateness or Permit to Demolish PRIOR to applying for a building permit. Contact BAR Staff, Room 2100, City Hall, 703-746-3833, or preservation@alexandriava.gov for further information.
- 2. APPEAL OF DECISION: In accordance with the Zoning Ordinance, if the Board of Architectural Review denies or approves an application in whole or in part, the applicant or opponent may appeal the Board's decision to City Council on or before 14 days after the decision of the Board.
- 3. COMPLIANCE WITH BAR POLICIES: All materials must comply with the BAR's adopted policies unless otherwise specifically approved.
- 4. BUILDING PERMITS: Most projects approved by the Board of Architectural Review require the issuance of one or more construction permits by Department of Code Administration (<u>including signs</u>). The applicant is responsible for obtaining all necessary construction permits after receiving Board of Architectural Review approval. Contact Code Administration, Room 4200, City Hall, 703-746-4200 for further information.
- 5. EXPIRATION OF APPROVALS NOTE: In accordance with Sections 10-106(B) and 10-206(B) of the Zoning Ordinance, any official Board of Architectural Review approval will expire 12 months from the date of issuance if the work is not commenced and diligently and substantially pursued by the end of that 12-month period.
- 6. HISTORIC PROPERTY TAX CREDITS: Applicants performing extensive, certified rehabilitations of historic properties may separately be eligible for state and/or federal tax credits. Consult with the <u>Virginia Department of Historic Resources (VDHR)</u> prior to initiating any work to determine whether the proposed project may qualify for such credits.



## **UPDATE**

The applicant was unable to purchase the proposed canopy reviewed by the BAR in December, so a separate, similarly modern canopy is proposed.

### I. APPLICANT'S PROPOSAL

The applicant is requesting approval of a door canopy at 402 N. Fayette Street.

The proposed awning will be a simple projection measuring 63" (5.25') by 37" (3.08') deep with a grey metal frame and clear glazing. The awning will be slightly wider than the previously proposed canopy but a similar projection from the brick façade.

## II. <u>HISTORY</u>

The house at 402 North Fayette Street is an interior unit in a row of seven brick-faced, cinder-block rowhouses with minimal decoration constructed between **1931 and 1941**, according to the Sanborn Fire Insurance Maps. Based on the date of construction, this rowhouse is considered a "Later Residential Building" in the *Parker-Gray Residential Reference Guide (RRG)*.

Previous BAR approvals

Following the approval of the RRG, the property owner was able to install a shed in the rear yard without BAR or BAR staff approval per the updated Parker-Gray regulations. On December 16, 2020 the BAR denied the applicant's request for painted masonry but approved a new metal fence and door canopy.

#### III. ANALYSIS

Staff has no objection to the revised canopy design which is also modern and will meet the applicant's desire to freshen up the appearance of this utilitarian townhouse. Staff recommends approval of the application, as submitted.

#### **STAFF**

Stephanie Sample, Historic Preservation Planner, Planning & Zoning Tony LaColla, AICP, Land Use Services Division Chief, Planning & Zoning

### IV. CITY DEPARTMENT COMMENTS

Legend: C- code requirement R- recommendation S- suggestion F- finding

#### **Zoning**

C-1 The proposed alterations comply with zoning.

#### **Code Administration**

A building permit is required prior to construction.

## **Transportation and Environmental Services**

#### CONDITIONS

- R-1 The building permit must be approved and issued prior to the issuance of any permit for demolition, if a separate demolition permit is required. (T&ES)
- R-2 Applicant shall be responsible for repairs to the adjacent city right-of-way if damaged during construction activity. (T&ES)
- R-3 No permanent structure may be constructed over any existing private and/or public utility easements. It is the responsibility of the applicant to identify any and all existing easements on the plan. (T&ES)

#### FINDINGS:

- F-1 After review of the information provided, an approved grading plan is not required at this time. Please note that if any changes are made to the plan it is suggested that T&ES be included in the review. (T&ES)
- F-2 If the alley located at the rear of the parcel is to be used at any point of the construction process the following will be required:
  - <u>For a Public Alley -</u> The applicant shall contact T&ES, Construction Permitting & Inspections at (703) 746-4035 to discuss any permits and accommodation requirements that will be required.
  - <u>For a Private Alley</u> The applicant must provide proof, in the form of an affidavit at a minimum, from owner of the alley granting permission of use. (T&ES)

#### **CODE REQUIREMENTS**

- C-1 The applicant shall comply with the City of Alexandria's Solid Waste Control, Title 5, Chapter 1, which sets forth the requirements for the recycling of materials (Sec. 5-1-99). (T&ES)
- C-2 The applicant shall comply with the City of Alexandria's Noise Control Code, Title 11, Chapter 5, which sets the maximum permissible noise level as measured at the property line. (T&ES)
- C-3 Roof, surface and sub-surface drains be connected to the public storm sewer system, if available, by continuous underground pipe. Where storm sewer is not available applicant must provide a design to mitigate impact of stormwater drainage onto adjacent properties and to the satisfaction of the Director of Transportation & Environmental Services. (Sec.5-6-224) (T&ES)

- C-4 All secondary utilities serving this site shall be placed underground. (Sec. 5-3-3) (T&ES)
- C-5 Any work within the right-of-way requires a separate permit from T&ES. (Sec. 5-2) (T&ES)
- C-6 All improvements to the city right-of-way such as curbing, sidewalk, driveway aprons, etc. must be city standard design. (Sec. 5-2-1) (T&ES)

# V. <u>ATTACHMENTS</u>

- I-Application Materials
- 2 Supplemental Materials

ADDRESS OF PROJECT:
DISTRICT: ☐ Old & Historic Alexandria ☐ Parker – Gray ☐ 100 Year Old Building
TAX MAP AND PARCEL:ZONING:
APPLICATION FOR: (Please check all that apply)
CERTIFICATE OF APPROPRIATENESS
PERMIT TO MOVE, REMOVE, ENCAPSULATE OR DEMOLISH (Required if more than 25 square feet of a structure is to be demolished/impacted)
WAIVER OF VISION CLEARANCE REQUIREMENT and/or YARD REQUIREMENTS IN A VISION CLEARANCE AREA (Section 7-802, Alexandria 1992 Zoning Ordinance)
WAIVER OF ROOFTOP HVAC SCREENING REQUIREMENT (Section 6-403(B)(3), Alexandria 1992 Zoning Ordinance)
Applicant: Property Owner Business (Please provide business name & contact person)
Name:
Address:
City: State: Zip:
Phone: E-mail :
Authorized Agent (if applicable): Attorney Architect
Name: Phone:
E-mail:
Legal Property Owner:
Name:
Address:
City: State: Zip:
Phone: E-mail:
Yes No Is there an historic preservation easement on this property?  Yes No If yes, has the easement holder agreed to the proposed alterations?  Yes No Is there a homeowner's association for this property?  Yes No If yes, has the homeowner's association approved the proposed alterations?

BAR Case # \_\_\_\_\_

If you answered yes to any of the above, please attach a copy of the letter approving the project.

	BAR Case #
NATURE OF PROPOSED WORK: Please check all that apply	
☐ doors ☐ windows ☐ sidin	.C equipment ☐ shutters g ☐ shed ting unpainted masonry
<b>DESCRIPTION OF PROPOSED WORK:</b> Please describe the be attached).	e proposed work in detail (Additional pages may
SUBMITTAL REQUIREMENTS:	ale for DAD applications. Staff may
Items listed below comprise the <b>minimum supporting materia</b> request additional information during application review. Please <i>Design Guidelines</i> for further information on appropriate treatments	e refer to the relevant section of the
Applicants must use the checklist below to ensure the application material that are necessary to thoroughly describe the project. It docketing of the application for review. Pre-application meetings All applicants are encouraged to meet with staff prior to submission	ncomplete applications will delay the sare required for all proposed additions.
<b>Demolition/Encapsulation :</b> All applicants requesting 25 squar must complete this section. Check N/A if an item in this section does not be a section of the section of th	
N/A  Survey plat showing the extent of the proposed demoliti Existing elevation drawings clearly showing all elements Clear and labeled photographs of all elevations of the b to be demolished.  Description of the reason for demolition/encapsulation.	s proposed for demolition/encapsulation.
Description of the reason for demolition/encapsulation.  Description of the alternatives to demolition/encapsulatic considered feasible.	on and why such alternatives are not

BAR Case #	

Additions & New Construction: Drawings must be to scale and should not exceed 11" x 17" unless approved by staff. Check N/A if an item in this section does not apply to your project.

	N/A	Scaled survey plat showing dimensions of lot and location of existing building and other
		structures on the lot, location of proposed structure or addition, dimensions of existing structure(s), proposed addition or new construction, and all exterior, ground and roof mounted equipment.
		FAR & Open Space calculation form.  Clear and labeled photographs of the site, surrounding properties and existing structures, if
П	П	applicable. Existing elevations must be scaled and include dimensions.
		Proposed elevations must be scaled and include dimensions. Include the relationship to adjacent structures in plan and elevations.
		Materials and colors to be used must be specified and delineated on the drawings. Actual
		samples may be provided or required.  Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
		For development site plan projects, a model showing mass relationships to adjacent properties and structures.
illun	ninat	<b>&amp; Awnings:</b> One sign per building under one square foot does not require BAR approval unless ed. All other signs including window signs require BAR approval. Check N/A if an item in this section does y to your project.
	N/A	Linear feet of building: Front:Secondary front (if corner lot):  Square feet of existing signs to remain:  Photograph of building showing existing conditions.  Dimensioned drawings of proposed sign identifying materials, color, lettering style and text.  Location of sign (show exact location on building including the height above sidewalk).  Means of attachment (drawing or manufacturer's cut sheet of bracket if applicable).  Description of lighting (if applicable). Include manufacturer's cut sheet for any new lighting fixtures and information detailing how it will be attached to the building's facade.
Alt	erat	ions: Check N/A if an item in this section does not apply to your project.
	N/A	Clear and labeled photographs of the site, especially the area being impacted by the alterations, all sides of the building and any pertinent details.
		Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
		Drawings accurately representing the changes to the proposed structure, including materials and overall dimensions. Drawings must be to scale.
		An official survey plat showing the proposed locations of HVAC units, fences, and sheds. Historic elevations or photographs should accompany any request to return a structure to an earlier appearance.

BAR Case #	

ALL	APPLICATIONS: Please read and check that you have read and understand the following items:
	I have submitted a filing fee with this application. (Checks should be made payable to the City of Alexandria. Please contact staff for assistance in determining the appropriate fee.)
	I understand the notice requirements and will return a copy of the three respective notice forms to BAR staff at least five days prior to the hearing. If I am unsure to whom I should send notice I will contact Planning and Zoning staff for assistance in identifying adjacent parcels.
	I, the applicant, or an authorized representative will be present at the public hearing.
	I understand that any revisions to this initial application submission (including applications deferred for restudy) must be accompanied by the BAR Supplemental form and revised materials.
eleva accur action grants Section this a inspe- other	undersigned hereby attests that all of the information herein provided including the site plan, building tions, prospective drawings of the project, and written descriptive information are true, correct and rate. The undersigned further understands that, should such information be found incorrect, any in taken by the Board based on such information may be invalidated. The undersigned also hereby is the City of Alexandria permission to post placard notice as required by Article XI, Division A, on 11-301(B) of the 1992 Alexandria City Zoning Ordinance, on the property which is the subject of application. The undersigned also hereby authorizes the City staff and members of the BAR to cot this site as necessary in the course of research and evaluating the application. The applicant, if than the property owner, also attests that he/she has obtained permission from the property owner ake this application.
	LICANT OR AUTHORIZED AGENT:
Signa	ature: Andrew Haas
Printe	ed Name:
Date:	

01/25/2021

# OWNERSHIP AND DISCLOSURE STATEMENT Use additional sheets if necessary

an interest in the applicant, ur	address and percent of ownership nless the entity is a corporat nore than three percent. The te	ion or partnership, in which
	interest held at the time of the	
Name	Address	Percent of Ownership
1.		·
2.		
3.		
an interest in the property locate entity is a corporation or partner percent. The term ownership in	ddress and percent of ownership ed at	(address), unless the owner of more than three quitable interest held at the
Name	Address	Percent of Ownership
1.		·
2.		
3.		
ownership interest in the applicationship business or financial relationship existing at the time of this applications.	ionships. Each person or entity list ant or in the subject property is rep, as defined by Section 11-350 cation, or within the 12-month perior of the Alexandria City Council, as of Architectural Review.	equired to disclose <b>any</b> of the Zoning Ordinance, od prior to the submission of
Name of person or entity	Relationship as defined by Section 11-350 of the Zoning Ordinance	Member of the Approving Body (i.e. City Council, Planning Commission, etc.)
1. n/a		
2.		
3.		
	relationships of the type descr ion and before each public hea	
As the applicant or the applican the information provided above	t's authorized agent, I hereby attoris true and correct.	est to the best of my ability that
		w Haas
Date Printed	l Name	Signature















# **Product Overview**

Protect your doorway from the bitter elements with Palram's Sophia 1600, a modern, clean-lined and sturdy covering solution. Add value and create an Eco-friendly extension. This DIY product includes all installation hardware and is made of high-end materials to ensure durability for many years of use.

- Ultra-durable door cover protects your entryway throughout the year
- High impact, clear 4 mm solid panel, naturally immune to the harmful UV rays
- Sturdy, powder coated aluminum profiles and galvanized steel support brackets in dark gray finish
- Proprietary screw-free roofing assembly system, specially developed to prevent rain/dew leaks
- Integrated, hidden gutter directs rainwater sideways
- Engineered to withstand harsh weather conditions
- Easy DIY assembly kit includes installation hardware
- For use over a door/window
- Maintenance free design
- 100% recyclable materials

#### Info & Guides

- Replacement Part List
- Warranty
- Instructions / Assembly
- Installation Guide
- Use and Care Manual

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

# Specifications

# **Dimensions**

Minimum mounting height (in.)	7	Mounting space required (in.)	64
Product Depth (in.)	37 in	Product Height (in.)	7 in
Product Length (in.)	63 in	Product Width (in.)	63 in
Projection from wall (in.)	37		

# Details

Awning Location	Door, Window	Color	Gray Frame/Clear Panels
Color Family	Gray	Commercial / Residential	Commercial / Residential
Features	Assembly Required, Hardware Included, Rust Resistant, Water Resistant	Frame Material	Galvanized/Aluminum
Minimum clearance requirement (in.)	64	Outdoor Living Product Type	Fixed Awning
Product Weight (lb.)	48.5 lb	Returnable	180-Day
Weight Capacity (lb.)	37 lb		

# Warranty / Certifications

Manufacturer Warranty 3 years limited

How can we improve our product information? Provide feedback.

# **SOPHIA**<sup>™</sup> **1600**



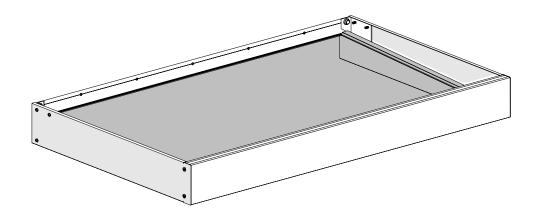




Wind Resistance 150 km/hr 93 ml/hr



Light Transmission

























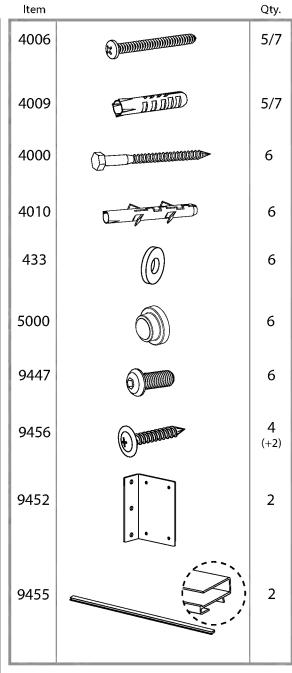


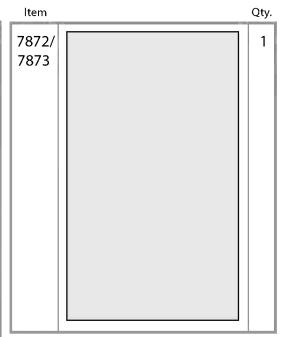


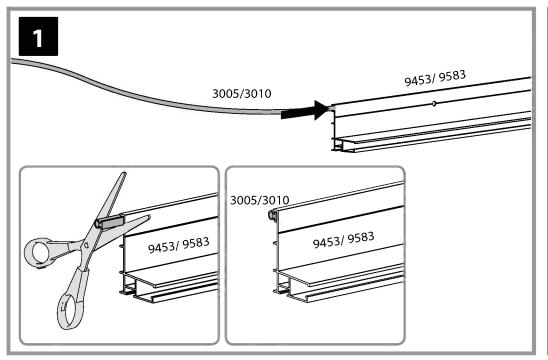


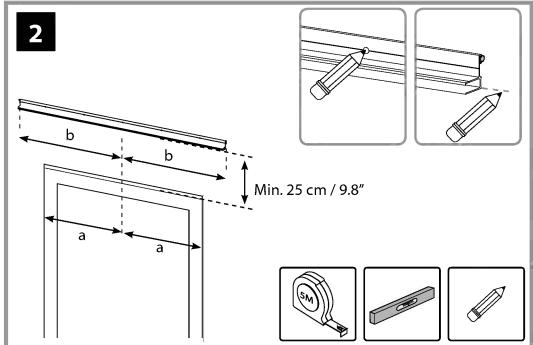
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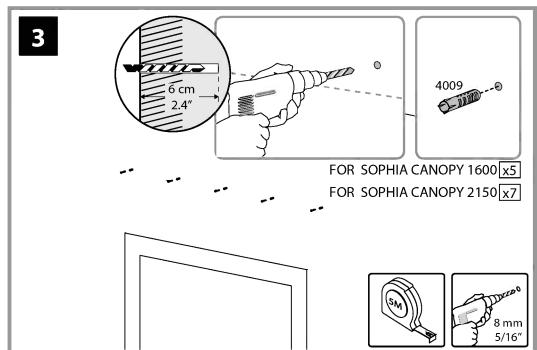
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9583		0	1
9454	0		1
9584		0	1
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9451	0	0	1
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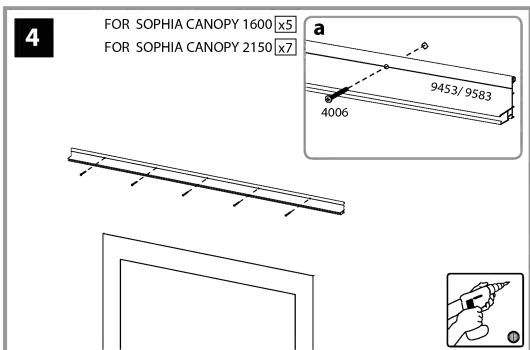


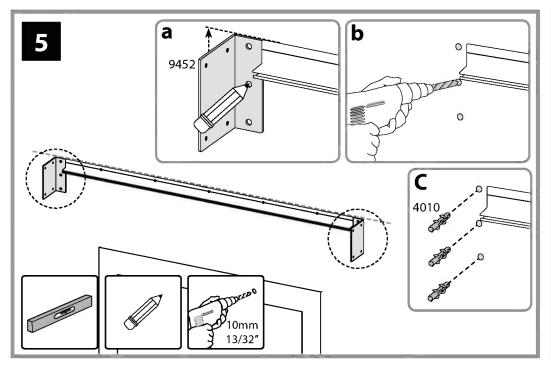


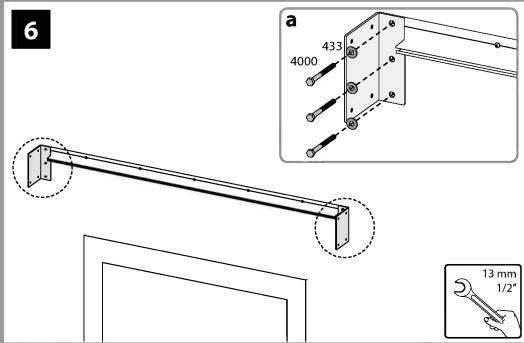


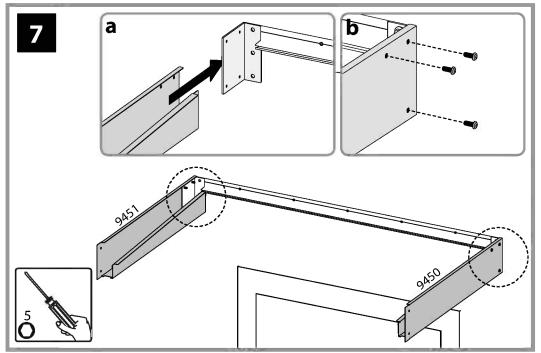


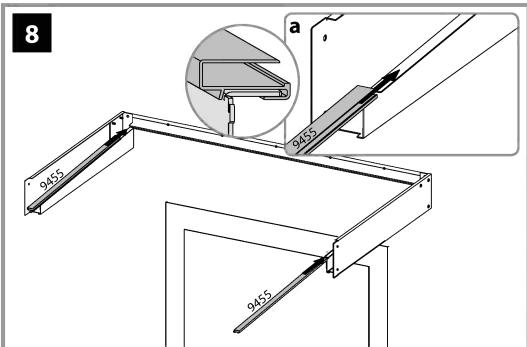


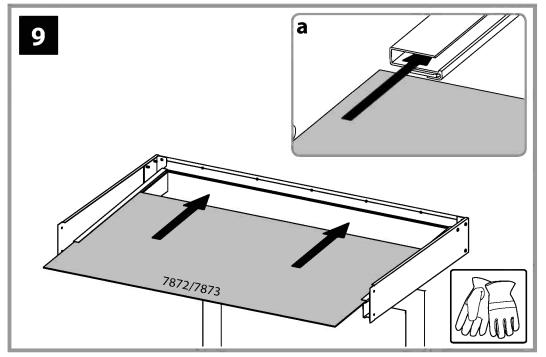


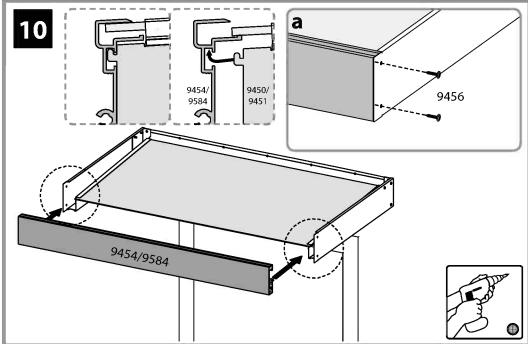


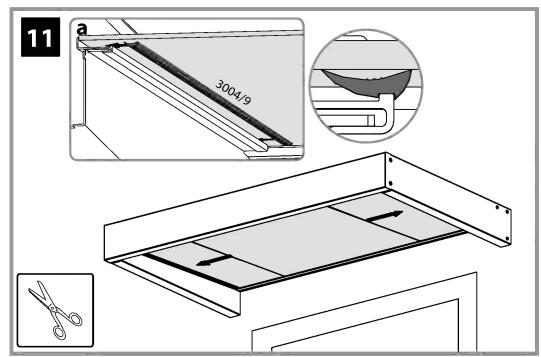


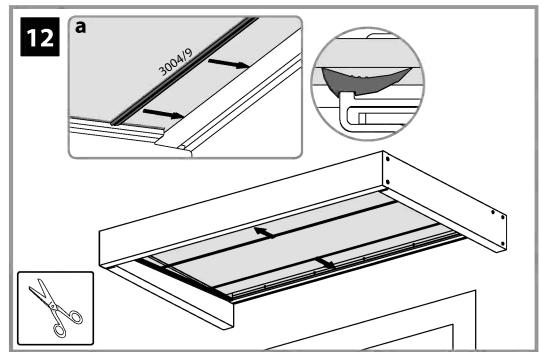


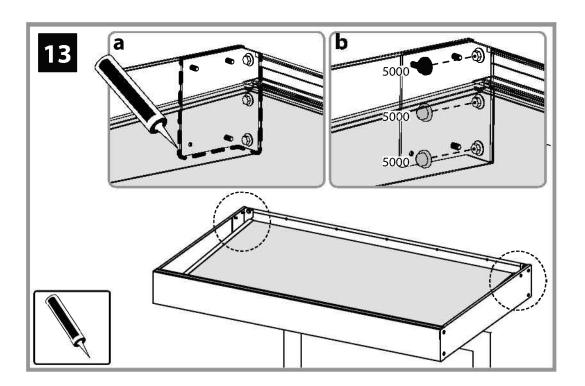






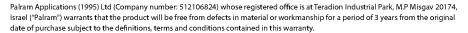






#### Palram's 3 years Limited Warranty

#### Product Details: Canopy Door Cover



#### 1. Conditions

- This warranty shall be valid only if the product is installed, cleaned, handled and maintained in accordance with Palram's written
- Without derogating from the above, damage caused by use of force, incorrect handling, inappropriate use, neglectful use or assembly or maintenance, accidents, impact from foreign objects, vandalism, pollutants, alteration, painting, connecting, gluing, sealing not in accordance with the user's manual, or damage resulting from cleaning with incompatible detergents and minor deviations of the product are not covered by this warranty.
- This warranty does not apply to damage resulting from "force majeure", which includes but is not limited to, hail, storm, tornado, hurricane, blizzard, flood, fire effects.
- This warranty is void if structural parts and components used are not compatible with Palram's written recommendations.
- This Warranty applies only to the original purchaser of the product. It does not extend to any other purchaser or user of the product (including, but not limited to, any person who acquires the product from the original purchaser).

#### Claims and Notifications

- Every warranty claim must be notified in writing to Palram within 30 days after the discovery of the defective product, enclosing the original sales receipt and this warranty.
- The claimant must allow Palram to inspect the product involved and the installation site itself while the product is still in its original position and has not been removed or moved or altered in any way and/or return the product to Palram for testing.
- Palram reserves the right to investigate independently the cause of any failure.

#### Compensation

If a claim under this Warranty is properly notified and approved by Palram, the purchaser, at Palram's option, may either (a) purchase a replacement product or part/s; or (b) receive refund of the original product or part/s purchase price, all in accordance with the following schedule:

Period After Purchasing	Replacement Product or Part/s	Refund
From date of purchase up to end of 1st year	Free of charge	100%
End of 1st Year up to end of 2nd year	purchaser will pay 33% of the original purchase price	66%
End of 2 <sup>nd</sup> year up to end of 3 <sup>rd</sup> year	purchaser will pay 66% of the original purchase price	33%

- For avoidance of any doubt, calculation for determination regarding compensation for defective part/s, according to the schedule above, will be based on the contribution of the defective part to the original cost of the product. Palram reserves the right to provide substitutions if the product or any part of it is unavailable or obsolete.
- This warranty does not cover any costs and expenses of removal and installation of the product or taxes or shipping cost or any other direct or indirect loss(es) which may result from the product failure.

#### General Conditions and Limitations

- OTHER THAN HAS BEEN SPECIFICALLY STATED IN THIS WARRANTY, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PRTICULAR PURPOSE ARE EXCLUDED SO FAR AS THE LAW PERMITS.
- EXCEPT WHERE WE HAVE SPECIFICALLY STATED IN THIS WARRANTY, PALRAM SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THE PURCHASER SUFFERS DIRECTLY, INDIRECTLY, OR AS A CONSEQUENCE OF USING, OR IN ANY OTHER WAY CONNECTED TO THE PRODUCT.
- IF PALRAM IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY OR, IF LONGER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.
- THE PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE HANDLING, STORAGE, ASSEMBLY, INSTALLATION OR USE OF THE PRODUCT IS SAFE AND APPROPRIATE IN ANY LOCATION, FOR ANY GIVEN APPLICATION OR IN ANY GIVEN CIRCUMSTANCE. PALRAM IS NOT RESPONSIBLE FOR ANY DAMAGES OR INJURY TO THE PURCHASER, ANY OTHER PERSON OR ANY PROPERTY RESULTING FROM THE IMPROPER HANDLING, STORAGE, INSTALLATION, ASSEMBLY OR USE OF THE PRODUCT OR THE FAILURE TO FOLLOW THE WRITTEN INSTRUCTIONS REGARDING THE HANDLING, STORAGE, INSTALLATION, ASSEMBLY AND USE OF THE PRODUCT.
- UNLESS OTHERWISE EXPRESSLY INDICATED BY PALRAM, THE PRODUCT IS INTENDED FOR NORMAL RESIDENTIAL AND COMMERCIAL USE ONLY. PALRAM IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE RESULTING FROM ANY USE OF THE PRODUCT FOR ANY PURPOSE THAT IS NOT RECOMMENDED BY THE WRITTEN INSTRUCTIONS OR THAT IS NOT PERMITTED BY ANY APPLICABLE LEGISLATION OR OTHER CODES IN EFFECT IN THE LOCATION WHERE THE PURCHASER WILL USE THE PRODUCT.



#### 3 Jahre beschränkte Garantie von Palram



Angaben zum Produkt: Vordach - Türvordach

Palram Applications (1995) Ltd (Firmennummer:512106824) mit Sitz in Teradion Industrial Park, M.P. Misgav 20174, Israel ("Palram") garantiert, dass das Produkt für einen Zeitraum von 3 Jahren ab dem Kaufdatum frei von Mängeln in Material und Verarbeitung wird, und den Definitionen, Begriffen und Bedingungen die in dieser Garantie enthalten sind unterliegt.

#### Bedingungen 1.

- Diese Garantie ist nur gültig, wenn das Produkt in Übereinstimmung mit den schriftlichen Empfehlungen von Palram installiert, gereinigt, behandelt und gepflegt ist.
- Ohne Abweichung von oben genannten, Schäden, die durch Anwendung von Gewalt, unsachgemäße Behandlung, unsachgemäße Verwendung, nachlässige Nutzung, Montage oder Wartung, Unfälle, Auswirkungen von Fremdkörpern, Vandalismus, Verschmutzung, Veränderung, Malerei, Verbinden, Kleben und Dichten, nicht in Übereinstimmung mit der Bedienungsanleitung, verursacht werden, oder Schäden, die bei Reinigung mit inkompatiblen Reinigungsmitteln entstehen, so wie geringfügige Abweichungen des Produkts, werden durch diese Garantie nicht abgedeckt.
- Diese Garantie gilt nicht für Schäden, die durch, höhere Gewalt' verursacht werden (beinhaltend aber nicht beschränkt auf: Hagel, Sturm, Tornado, Hurrikan, Schneesturm, Überschwemmungen, Feuer Auswirkungen).
- Diese Garantie erlischt, falls Bauteile und Komponente, die nicht mit den schriftlichen Empfehlungen von Palram kompatibel sind, verwendet werden.
- Diese Garantie gilt ausschließlich für den ursprünglichen Käufer des Produkts. Sie erweitert sich nicht auf keine anderen Käufer oder Benutzer des Produkts (einschließlich, aber nicht beschränkt auf irgendeine andere Person die das Produkt von den ursprünglichen Käufer erwirbt).

#### Ansprüche und Mitteilungen

- Jeder Gewährleistungsanspruch muss Palram innerhalb von 30 Tagen nach Entdeckung des fehlerhaften Produkts schriftlich vorgelegt werden. Hierzu reichen Sie bitte auch den Original-Kaufbeleg und diese Garantie mit ein.
- Der Antragsteller muss Palram erlauben den betroffenen Produkt und den Aufstellungsort selbst zu überprüfen, während das Produkt noch in seiner ursprünglichen Position ist und nicht entfernt oder verschoben oder in irgendeiner Weise verändert wurde, und/oder den Produkt an Palram zum Testen zu senden.
- 2.3 Palram behält sich das Recht vor die Fehlerursachen unabhängig zu untersuchen.

#### 3.

Ist ein Anspruch gemäß dieser Garantie ordnungsgemäß angemeldet und bei Palram genehmigt worden, kann der Käufer, nach eigenem Ermessen von Palram, entweder (a) ein Ersatzprodukt oder Teil/e erwerben; oder (b) eine Erstattung des ursprünglichen Produkt oder Teil/e Kaufpreises erhalten, alles in Übereinstimmung mit dem folgendem Schema:

Zeitraum nach Erwerbung	Ersatzprodukt bzw. Ersatzteil/e	Rückerstattung
Ab Kaufdatum bis zum Ende des 1. Jahr	Kostenlos	100%
Ende des 1. Jahr bis zum Ende des 2. Jahr	Käufer zahlt 33% des ursprünglichen Kaufpreises	66%
Ende des 2. Jahr bis zum Ende des 3. Jahr	Käufer zahlt 66% des ursprünglichen Kaufpreises	33%

- Um jegliche Zweifel auszuschließen, wird sich die Berechnung für die Bestimmung über Entschädigungen für defekte Teil/e, entsprechend der obigen Schema, auf dem Beitrag des defekten Teils an den ursprünglichen Kosten des Produktes beruhen. Palram behält sich das Recht vor für ein Ersatz zu sorgen, falls der Produkt oder ein Teil davon nicht verfügbar oder veraltet ist.
- Diese Garantie erstreckt sich nicht auf Kosten und Ausgaben für Aus- und Einbau des Produkts oder Steuern oder Versandkosten oder sonstige direkte oder indirekte Verlust/e die sich von einem Produktfehler ergeben können.

#### Allgemeine Bedingungen und Einschränkungen

- ANDERS ALS BESONDERS IN DIESER GARANTIE ANGEGEBEN, ALLE ANDEREN GARANTIEN, OB AUSDRÜCKLICH ODER IMPLIZIT, EINSCHLIESSLICH ALLER EINGESCHLOSSENEN GARANTIELEISTUNGEN DER MARKTGÄNGIGKEIT ODER EIGNUNG FÜR EINEN BESTIMMTEN ZWECK SIND SO WEIT DIES RECHTLICH MÖGLICH IST AUSGESCHLOSSEN.
- AUSSER ALS AUSDRÜCKLICH IN DIESER GARANTIE ANGEGEBEN, HAFTET PALRAM NICHT FÜR IRGENDWELCHE VERLUSTE ODER SCHÄDEN DIE DER KÄUFER. DIREKT ODER INDIREKT ODER ALS FOLGE DER NUTZUNG ODER IN IRGENDWELCHEN ANDEREN MIT DEM PRODUKT VERBUNDENEN WEISE LEIDET.
- FALLS PALRAM EIN AUSSCHLUSS DER STILLSCHWEIGENDEN GARANTIEN DER MARKTGÄNGIGKEIT ODER EIGNUNG FÜR EINEN BESTIMMTEN ZWECK IN BEZUG AUF DAS PRODUKT NACH GELTENDEM RECHT NICHT GESTATTET IST, WIRD DIE DAUER ALLER SOLCHEN GARANTIEN AUSDRÜCKLICH AUF DIE DAUER DIESER GARANTIE BESCHRÄNKT, ODER FALLS LÄNGER, AUF DIE GESETZLICH VORGESCHRIEBENE HÖCHSTDAUER.
- DER KÄUFER IST ALLEIN DAFÜR VERANTWORTLICH FESTZUSTELLEN, OB DIE HANDHABUNG, LAGERUNG, MONTAGE, INSTALLATION ODER VERWENDUNG DES PRODUKTS AN BELIEBIGEN STANDORT UND FÜR JEDE GEGEBENE ANWENDUNG ODER SITUATION, SICHER UND ANGEMESSEN IST. PALRAM IST NICHT VERANTWORTLICH FÜR SCHÄDEN ODER VERLETZUNGEN DES KÄUFERS, ANDERER PERSONEN ODER DES EIGENTUMS, DIE IN FOLGE EINER UNSACHGEMÄSSEN HANDHABUNG, LAGERUNG, EINBAU, MONTAGE ODER NUTZUNG DES PRODUKTS ODER DURCH NICHTBEACHTUNG DER ANWEISUNGEN ZUR HANDHABUNG, LAGERUNG, EINBAU, MONTAGE UND NUTZUNG DES PRODUKTES ENTSTANDEN SIND.
- DIE WARE IST BESTIMMT AUSSCHLIESSLICH ZUR NORMALEN PERSÖNLICHEN UND KOMMERZIELLEN NUTZUNG, SOFERN NICHT AUSDRÜCKLICH ETWAS ANDERES DURCH PALRAM VEREINBART WURDE. PALRAM HAFTET NICHT FÜR VERLUSTE, SCHÄDEN, KOSTEN ODER AUSGABEN, DIE AUS EINER NICHT VON DEN ANWEISUNGEN EMPFOHLENEN VERWENDUNG DES PRODUKTS ZU IRGENDEINEM ZWECK ENTSTEHEN ODER DIE VON KEINEM GELTENDEN RECHTSVORSCHRIFTEN ODER ANDEREN CODES ERLAUBT SIND DIE AN DEM ORT WO DER KÄUFER DEN PRODUKT BENUZEN WIRD IN KRAFT SIND.



#### PALRAM Applications (1995) Ltd.

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#### **Declaration of Performance**

According to Construction Products Council Directive UE N°305/2011 and EN 14963:2006 Issue Date 08/06/2020

- 1. Identification code: Sophia™ 1600/2150, refer to CE label no 060
- 2. Type: A light transmitting self-supporting 4 mm thickness solid PMMA extruded sheets roofing structure with upstand made of steel elements
- 3. Intended use: open multi-purpose covering
- 4. Manufacturer: Palram Applications (1995) Ltd. Teradion Industrial Park, M.P Misgav 2017400, P.O.B. 53, Israel
- 5. Importer and EU representative: PALRAM Applications UK, Unit 40 J3 Industrial Estate Carr Hill, Doncaster DN4 8DE
- 6. Assessment and verification of constancy of performance: System 3
- 7. Declared performance:

Resistance to upward load: UL 1500

Resistance to downward loads: DL 1800

Reaction to fire: B, s1, d0

For mounting and fixing provisions see EN 16153:2013

Resistance to fire: NPD

External fire performance: FROOF

Water tightness:

For the rooflight with upstand: Pass

For the sheet material: Pass

Impact resistance:

For the small hard body: Pass For the large soft body: Pass

Thermal transmittance:

For the rooflight: NPD (not relevant to an open multi purpose cover)

For the sheet material: 5.86 W/(m<sup>2</sup>•K)

Direct airborne sound insulation: NPD (not relevant to an open multi purpose cover)

Radiation transmittance:

- Light transmittance: Tv 93 %
- Solar direct transmittance: Te 81.83 %
- Solar factor: q value 0.85

Air permeability:

For the rooflight: NPD (not relevant to an open multi purpose cover)

For the sheet material: Pass

Durability (of the sheet material): ΔA, Cu 1, Ku 0

8. The performance of the product identified in points 1 and 2 is in conformity with the declared performance in point 7.

This declaration of performance is issued, in accordance with Annex ZA.2.2 – EN 14963:2006, under the sole responsibility of Palram Applications (1995) Ltd.

ITT reports and Factory Production Control records are available upon request at www.palramapplications.com

Signed for and behalf of Palram Applications (1995) Ltd. by: Teradion Industrial Park, Misgav, 08/06/2020

