



### 1) **The Warranty Agreement**

Passive House Systems (PHS) Gmbh (hereinafter referred to as PHS) hereby assumes a limited manufacturer's warranty in accordance with the follow terms to the warranty designated products supplied by PHS, including

- ! PHS Apollo Membrane, PHS Sd Variable Membrane, PHS Scrim Reinforced Membrane
- ! PHS Argo Joint Tape, PHS Optima Vario Tape & PHS Split Release tapes.
- ! PHS Ottello Adhesive Sealant, PHS MS Hybrid Sealant.

The products covered under the warranty agreement cannot be used in conjunction with any other products not manufactured by PHS. The warranty does not cover any construction errors, negligent installation, fire & UV damage, moisture egress, wear and tear. Products used externally to the warm building envelope and in the structures of saunas and swimming pools are excluded from this agreement.

### 2) **Who can make the claim?**

The party entitled to make claims must be a trained, approved and registered PHS installer (the Claimant). The end customer shall process their claim through the installer, providing evidence of purchase (invoice or delivery docket).

### 3) **Warranty Claim**

A warranty claim is only valid if a deviation of the characteristics of the products with respect to their specifications from PHS and within the warranty period, and if this deviation cannot be attributed to an error in the use of the product. In particular, to non-adherence to the application instructions or to external influences on the product. A warranty claim is deemed invalid if the PHS products are not used with the appropriately available PHS system products or inadequate design considerations.

### 4) **Warranty Period**

The warranty period for PHS products shall begin at the time of the sale to the final customer and shall extend to 10 years. There shall be no warranties for replacement materials.

### 5) **Notice of Warranty Claim**

The claimant shall notify PHS in writing of a pending claim within 10 working days of becoming aware of product defects, including proof of entitlement for such a warranty claim. PHS reserves the right to complete a full inspection of the building.

### 6) **Warranty Claim**

PHS shall perform its own claims investigation and inform the claimant of the status or results of its investigation within 30 working days. If PHS and the claimant fail to agree on the defectiveness of the products, each party shall, at their own expense, engage with an external expert and enter into arbitration. If the claimant is successful, PHS shall at its own discretion supply replacement product(s) to the place where the product is to be used. Thereafter PHS shall assume no further liability.