

Contract

#NV

regarding the use of **Certified Passive House Component** designation, seal and certificate as awarded by Passive House Institute in relation to the following product:

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between Passive House Institute and 0
Dr. Wolfgang Feist
Rheinstraße 44/46
64283 Darmstadt, Germany
hereafter referred to as "PHI" hereafter referred to as "certificate holder"

- §1 The criteria for award of the certificate are set out in the "Criteria for Certified Passive House Glazings and Transparent Components".
- §2 The component to be certified must be designated clearly by the certificate holder. This designation may not be used for other products and must be clearly distinguishable from the designations of other products.
- §3 Certificates will only become valid when the PHI has been provided with a signed copy of this contract.
- §4 Before the first public use of the certificate or the seal "Certified Passive House Component", the certificate holder must provide the PHI with all required data relating to the component to be certified in the correct form. The PHI reserves the right to have the provided data independently verified.
- §5 The certificate holder authorises PHI to use the certificate, data sheet and the certification report as well as their contents as a basis for scientific studies and publications. This explicitly includes presentation of the data and study results on the internet websites and databases of the Passive House Institute. All information published by the PHI will contain a reference to the certificate holder.
- §6 The certification report and the information contained therein will be published immediately after issue of the certificate. Deviation from this agreement is possible with the approval of both parties. The certificate and data sheet may be made public by both parties immediately after the certificate has been issued and the certification contract has been closed.

Use of the certificate

- §7 The certificate holder undertakes to inform the PHI in writing about any changes to the component to be certified. The PHI reserves the right to check whether the modified product continues to meet the currently applicable criteria. Any costs incurred for this shall be borne by the certificate holder.
- §8 Validity of this contract (and certificate) will initially be limited to 31st December of the current year. If the contract is not terminated by one of both parties two months prior to expiry of the validity of the certificate, it shall be extended for another year. In case of termination, the certificate holder shall be responsible for ensuring that documents containing the certificate, the respective seal, data sheet and certification report are no longer brought into circulation. Expired certificates may neither be circulated, nor displayed.
- §9 The certificate holder shall use the certificate and seal solely for the certified component. The certificate holder is entitled to use the certificate and the respective seal, data sheet and certification report in their complete and unchanged form (e.g. for advertisement purposes).
- §10 The product-related annual fee for use of the „Certified Passive House Components“ certificate is € 1214. This fee shall be charged on a pro rata basis for the remaining months of the year in which the contract becomes valid. The certificate holder shall transfer the fee to the PHI's account within 4 weeks of receiving the invoice.
- §11 The certificate holder pledges to make the complete certification documents (certificate, data sheet, certificate report) available to any interested persons upon request.
- §12 The certificate holder consents to receiving press information/news from the Passive House Institute and its affiliates via e-mail and/or post. This consent may be withdrawn at any time by sending an e-mail message with "Please unsubscribe" in the subject line (in answer to received messages). The Passive House Institute and its affiliates may use the contact data of the certificate holder solely for this purpose and shall not pass this on to third parties.

Termination of contract, severability clause (see also §8)

- §13 The PHI reserves the right to withdraw the "Certified Passive House Component" certificate with immediate effect if the certificate holder violates any of the provisions laid out above and does not act upon a request for compliance with these within the time limit specified for making the change. In this case, it is the responsibility of the certificate holder to ensure that no further documents with the certificate, and the respective seal, data sheet and certification report are no longer brought into circulation. Furthermore, the certificate holder affirms that obsolete versions of the certificate will immediately be removed from the certificate holder's website/homepage.
- §14 If one or more provisions of this contract are or become invalid, this shall not affect the validity of the contract in its entirety. In such a case both contracting parties undertake to replace the invalid provisions with new admissible provisions that approximate the intended purpose.
- §15 The place of jurisdiction is Darmstadt.



Passive House Institute

Darmstadt, the

Prof. Dr. Wolfgang Feist

company's stamp:

city, date

Certificate holder: name, signature