



Annex 3 - Warranty Conditions

WARRANTY SCOPE AND EXCLUSIONS

1. The Seller provides to the Buyer a warranty for the EcoCocon panels, reflecting the warranty granted by the manufacturer, of 50 years for the timber structure and 25 years for the straw insulation.
2. The warranty applies exclusively to defects in materials and manufacturing of the EcoCocon panels.
3. The warranty does not cover defects or damages arising from design, installation, handling, transport, unloading, storage, environmental conditions or works performed by third parties.
4. EcoCocon panels are made from untreated natural materials. As with all natural materials, minor biological activity (such as microorganisms or insects naturally associated with straw) may occur under certain environmental conditions. Such occurrences are uncommon in properly handled and installed panels and do not affect the structural integrity or intended performance of the panels, and shall not be considered a defect or non-conformity of the Goods.
5. The warranty is valid only if the EcoCocon panels are handled, transported, stored, installed and maintained in accordance with the Seller's instructions, the Panel Project, and applicable technical standards. Compliance with these requirements shall be a condition precedent to any warranty claim.
6. In the event of a valid warranty claim, EcoCocon shall, at its reasonable discretion, repair or replace the defective panels, or, where such remedy is not feasible, refund the purchase price of the affected panels. This shall constitute the Buyer's sole and exclusive remedy under this warranty. EcoCocon shall not be liable for any indirect or consequential damages.

HANDLING INSTRUCTIONS

1. During transportation, unloading, storage and the entire construction process, EcoCocon panels must be fully protected from contact with any liquids (water or other). Under no circumstances must any liquid get onto or inside the straw insulation layer of the panel.
2. EcoCocon panels must be kept dry at all times. The humidity level within the panels must be measured with a calibrated humidity metre upon delivery and must not exceed 20%. If it exceeds 20%, the Buyer must follow the procedure set out in the section "Procedure and Evaluation" below.
3. EcoCocon panels must be protected from mechanical damage and handled in a manner preventing deformation or structural impact.
4. When mounting EcoCocon panels in windy conditions, the panels must be properly secured to prevent falling or damage.
5. It is strictly prohibited to expose panels to open fire or smoking within 25 metres of the construction site during installation.
6. EcoCocon panels must be installed strictly in accordance with the Panel Project, structural design documentation, and the EcoCocon Assembly Guide.
7. The panels and the subsequent covering layers must be installed in a way to ensure an airtight, yet diffusion-open wall to the exterior. In case an airtight, diffusion-open membrane ($S_d < 0,2m$) is used on the outer side of the straw wall, a diffusion-open board of minimum thickness of 9 mm needs to be installed on top to protect the panels and the airtight layer from mechanical damage.
8. Wall build-ups that have not been yet WUFI-verified, need to be confirmed by a calculation for the particular climate and building use to ensure no condensation will occur inside the wall.
9. Any damages on panels, covering layers or other building materials used outside and/or inside need to be repaired immediately in order to protect the insulation material (straw) of EcoCocon panels from water or moisture damage and from contamination by other substances.
10. Once assembled, the interior side of panels must be fully and directly covered with boards or plaster. There must be no air gap between straw and the next layer.



11. The temperature in buildings built with EcoCocon panels should be constantly kept above 10°C after being finished and the buildings should be ventilated during the winter season.
12. The architect and the builder are responsible for taking measures preventing insect or pest infiltration into the wall structure.

PROCEDURE AND EVALUATION

1. Upon delivery, and before unloading is completed and the transport document (CMR) is signed, the Buyer must inspect the Goods for any damage that might have occurred during transport (water or other) and record any such damage in the CMR document provided to the transport company. Any such damage must be photo-documented and reported without undue delay, and in any case no later than 24 hours after delivery.
2. All warranty claims and defect notifications must be reported to EcoCocon's designated contact persons, namely the responsible sales consultant and legal@ecococon.eu.
3. If the measured humidity level in any panel exceeds 20%, the Buyer must report this within 48 hours after delivery, as the condition of the panels may be affected by storage, handling or environmental conditions after delivery. The report must include a description of the issue together with supporting documentation, including photographs and identification of the affected panels, including serial numbers.
4. If the Buyer notices any manufacturing or material faults while the product is installed, the Buyer must report this without undue delay after becoming aware of such issue, and in any case no later than 10 days from such discovery. EcoCocon will process the report as quickly as reasonably possible.
5. EcoCocon does not take any responsibility for damages or extra costs caused by installing panels that are known or reasonably identifiable as defective.
6. In case of doubt as to whether a defect falls within the scope of this warranty, the Buyer shall bear the burden of proving that the defect results from a manufacturing or material fault of the Goods. The Buyer must further demonstrate that the defect existed at the time of delivery and is solely attributable to such manufacturing or material fault. The Buyer shall submit such proof in writing, supported by appropriate documentation, including photographs and identification of the affected panels (including serial numbers, where available).
7. If EcoCocon considers an on-site examination necessary, the Buyer must grant free, direct access and reasonable cooperation as required.
8. EcoCocon shall assess the reported defect acting reasonably and based on available evidence.
9. The warranty period shall not restart upon repair or replacement of any Goods. Any repaired or replaced Goods or parts shall be covered only for the remaining duration of the original warranty period.
10. Failure to comply with the above procedures may result in limitation or rejection of the warranty claim.