

WARRANTY

Efficax LTD T/A Partel (the “Company”) offers a Ten Year Limited Warranty, a Six Year Limited System Warranty, and a Five Year Limited System Warranty (collectively, the “Warranties”) to Owners and Craftsman located in the EU subject to the terms, conditions, and definitions set forth herein.

Definitions

Capitalized terms used in the Warranties shall have the following meanings:

- “Building” means a single-family residence, an apartment block, or a commercial building located in the EU
- “Building Envelope” means the physical vapor separator from the conditioned internal and unconditioned external area including resistance to air and water.
- “Craftsman” means an original purchaser of a product from the Company, or an official dealer of products manufactured by the Company who is contractually engaged to install products manufactured by the Company to a Building.
- “Owner” means the first owner of a Building to which a Partel System has been installed.
- “Practical Training” means online or in-person training provided by the Company for the proper installation of the Partel System.
- “Products” means the products manufactured and sold by the Company.
- “Partel System” means any of or any combination of two or more Products.
- “Specifications” means the detailed specification of products, the installation guides, data sheets as available to downloads from the regional website maintained by the Company at the time of the original purchase of products manufactured by the Company.
- “WUFI” means the family of software products that allows the calculation of the transient coupled one- and two-dimensional heat and moisture transport in walls and other multi-layer building components exposed to natural weather (*see <https://wufi.de/en/>*).

For additional information, please refer to the local website maintained by the Company. In the case of any perceived ambiguity, contact the Company.

10 Year Limited Warranty

The Company warrants to Owners and Craftsman that, for a period of 10 years from date of delivery of Products installed on subject Building, the Products will perform according to associated specifications and characteristic when installed in accordance with applicable guides; provided that a localised WUFI (or equivalent) analysis has determined suitability. If a Product should fail to meet performance characteristics in a properly designed wall using where a WUFI or equivalent analysis has determined same is suitable, then the Company will provide a Product to replace the failed Product. The replacement Product shall have reasonably similar Specifications to the failed Product, subject to the availability. To avail of this 10 Year Limited Warranty the Owner or Craftsman must notify the Company in writing to the address set forth herein at least fourteen (14) days prior to commencement of an installation of a Product, and must complete a Practical Training (online or in-person) with the Company or an authorized representative of the Company with the actual authority to conduct the Practical Training.



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Six Year Limited System Warranty

For new Buildings of up to two (2) stories in height, and for products comprising the complete building envelope and in accordance with the terms of this Six Year Limited System Warranty, the Company will pay for the reasonable costs of construction (labour and materials) necessary to repair the actual area of damage to the wall or roof system if (i) the damage was caused solely by the failure of a product manufactured by the Company, and (ii) the product was installed in strict compliance with published Specifications. To qualify for this Six Year Limited System Warranty, the entire Building Envelope must have been constructed using products manufactured by the Company, including all WRB (External), Airsealing membrane and tapes, provided that the products were available from the Company, and installed in strict compliance with published Specifications. This Six Year Limited System Warranty applies only to Buildings where the Partel System is installed during the original construction of the Building. The use of alternative products where products manufactured by the Company are available voids this warranty. To qualify for this Six Year Limited System Warranty the Owner or Craftsman must notify the Company in writing to the address set forth herein at least fourteen (14) days prior to commencement of an installation of a Partel System, and must complete a Practical Training (online or in-person) with the Company or an authorized representative of the Company with the actual authority to conduct the Practical Training.

Five Year Limited System Warranty

For new Buildings of more than two stories in height, and for products comprising the complete Building Envelope, in accordance with the terms of this Five Year Limited System Warranty, the Company will pay the reasonable costs of construction (labour and materials) necessary to repair the actual area of damage to the wall or roof system if (i) the damage was caused solely by the failure of a product manufactured by the Company, and (ii) the product was installed in strict compliance with published Specifications. To qualify for this Five-Year Limited System Warranty, the entire Building Envelope must have been constructed using products manufactured by the Company, including all WRB, Airsealing membrane and tapes, provided that the products were available from the Company, and installed in strict compliance with published Specifications. This Five-Year Limited System Warranty applies only to Buildings where the Partel System is installed during the original construction of the Building. The use of alternative products where products manufactured by the Company are available voids this warranty. To qualify for this Five Year Limited System Warranty the Owner or Craftsman must notify the Company in writing to the address set forth herein at least fourteen (14) days prior to commencement of an installation of a Partel System, and must complete a Practical Training (online or in-person) with the Company or an authorized representative of the Company with the actual authority to conduct the Practical Training.

The Company's liability under each of the Warranties shall be limited to costs of no more than €50 per m of damaged wall or roof area and shall in no event exceed a project maximum of €150,000 irrespective of area or number of Buildings affected.

Additional Limited Warranty terms, exclusions and conditions



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The party entitled to make the claim shall be the Craftsman insofar as the Craftsman can prove that the products were manufactured and sold by the Company or an authorized dealer of products manufactured by the Company. Presentation of the original purchase receipt shall serve as the only acceptable proof of claim entitlement.

Clear evidence of installation timelines must be provided to confirm the delivery date, storage type, installation date, date materials were finally covered.

Warranty Period

The period covered by the 10 Year Limited Warranty shall automatically terminate 10 years after the original delivery of the product(s) manufactured by the Company. The period covered by the Six Year Limited System Warranty shall automatically terminate 6 years after the original delivery of the product(s) manufactured by the Company. The period covered by the Five-Year Limited System Warranty shall automatically terminate 5 years after the original delivery of the product(s) manufactured by the Company. The warranty period may not be extended under any circumstances.

Warranty Notification

If an event given rise to a claim under a Warranty within the warranty period, the Craftsman or Owner must notify the Company in writing no later than fourteen (14) days after the date that the Craftsman or Owner becoming aware or reasonably should have become aware of the event giving rise to a claim by sending notice to:

Partel, Inc.
17 Claregalway Corporate Park
Claregalway, Co. Galway
Ireland H91 X510

All claims must be accompanied with acceptable proof of claim entitlements as set forth herein. Any adjustments made to damage area without prior approval from the Company shall immediately void the Warranty. If damage is discovered and mitigation measures are not taken immediately, the Warranty is void.

Claims

If notification of a claim under a Warranty has been provided in accordance with the Warranty, the Company may, at its sole discretion, provide a replacement product to be delivered to the Building location. If a replacement product has not been installed, the Company may, at its sole discretion, bear the costs for its installation and removal or commission a third party to carry out the removal and installation. A claimant may make a fixed cost submission to the Company at the claimant's expense. The Company will then determine if it will approve said repairs or engage a third party to carry out installation and removal. If the Company and the claimant fail to agree on the product defectiveness or the cost of removal and replacement, both parties agree to submit the dispute to binding arbitration in the Republic of Ireland in Galway, Ireland. Partel shall have the right to take legal action against the claimant at the claimant's place of jurisdiction. This Warranty shall be solely subject to the laws of the Republic of Ireland, notwithstanding any provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).



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Exclusions and Period of Limitation

The Warranties do not cover any damage caused by illegal activity or that cannot be proven to be solely the fault of a product manufactured by the Company. The Warranties do not cover any workmanship faults, wear and tear, maintenance issues, inadequate storage or shipping, or faults related to third party components. The warranty claim expires within one year of notification of the claim being notified. The Company accepts no further claims or any parties as a result of this Warranty without strict compliance to the terms set forth herein. The Company disclaims any other warranty expressed or implied of fitness for particular purpose of a product for particular projects or compliance with building codes or regulations.



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