Green Buildings – From Buckminster Fuller to Norman Foster

Commissions in charge of the Workshop:
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Questionnaire

1. **Please shortly describe yourself (what sort of practitioner are you, in which jurisdiction, particularities of that jurisdiction?).**

   - Environmental and Technology Law practitioner; German jurisdiction
   - Practice Areas: waste and disposal, municipal construction and planning law, emissions, contaminated land and soil protection, product liability and product safety

2. **How do you define Green Buildings in your jurisdiction?**

   Green building refers to a building, which was developed under the guiding principle of sustainability with emphasis on the ecological aspect.

   Strictly speaking, the terms "green building" and "sustainable building" don't mean the same. Nevertheless, neither the legislature nor the law have drawn a distinction between the two terms. As a result, the concept of sustainable construction goes beyond green building; the former is more comprehensive and besides referring to the environmental aspect, which is focus for green, resource-efficient buildings, it also includes economic, social and process-related aspects.

   Characteristic of green buildings is a high resource efficiency in the fields of energy, water and material. Because of this, the adverse impact on the environment and human health can be reduced; anyway, the building sector is responsible for a high consumption of land, energy and water, and thus also for the change of air and atmosphere. The approach of the green building extends to all phases of the building lifecycle: project development, planning, construction, operation, maintenance and disassembly. It is a cross-section range of various legal matters.

3. **Can you shortly describe the development within the last decades? What percentage of new construction qualifies as green buildings?**

   The first nationwide regulations for reducing the energy consumption of buildings mainly served the reduction of energy demand and the reduction of dependency on energy imports in Germany, given the first oil crisis in 1973. Over time, climate

protection has increasingly become the focus of the legislator. The Energy Saving Act (EnEG), the Energy Saving Ordinance (EnEV) and the Renewable Energies Heat Act (EEWärmeG) are now the main laws for the saving of thermal energy and the use of renewable energy sources to heat in buildings.

Based on the Energy Conservation Code of 1976, the thermal insulation and the heating system regulation were first adopted in 1977 and 1978. The EnEG has been amended in 1980, 2005 and 2009, in order to better exploit energy savings, implement union legal requirements and to improve the enforcement. In place of earlier Ordinances, the EnEV came on 1st February 2002, which has already been amended since its adoption four times.

In Germany, the final energy consumption for room heating and hot water in households could be reduced from 1996-2007 by almost 30%. The share of heating and hot water in the German final energy consumption decreased from 41.8% to 31.1%. Yet private households remain the greatest heat consumers with a share of 68.3%.

In 2008 133.666 building permits were issued for the construction of residential buildings nationwide. On the other hand, 17,950,185 residential building are in the portfolio. The significant CO_2 savings potential is demonstrated by the fact that many of the inventory residential buildings were built before the first legal regulations on the energy performance of buildings in 1977 came into effect. Because of this, the newer standards are not met and the annual renovation rate is only about 1% of the existing buildings.

The share of the renewable energies used for land for heat generation rose from 2.1% in 1990 to 8.4% in 2009. In 2009, the biomass dominated with 86.6%, followed by 4.63% biogenic share of waste, 4.52% geothermal and solar thermal energy 4.3%.

4. Are there national and/or local objectives with regard to green building?

Efficient buildings are understood as an important tool for achieving the climate protection targets, since they have a significant potential for energy savings. In its Integrated Energy and Climate Programme (IEKP) from 2007, the federal government repeatedly highlighted the building sector. In its Energy Concept,

published in September 2010, it referred to the energy efficiency of existing buildings as the central key to modernizing energy supply and for achieving the climate protection targets. By 2050, a carbon-neutral building stock is to be achieved with a very low energy consumption, which is mostly covered by renewable energies. The demand will initially be reduced by 2020 by 20%, the primary energy demand by 2050 then by 80%. In addition, the energy efficiency rate of the building portfolio should be doubled each year from the current 1%.

Cause of the extremely high percentage of the building area in the total energy consumption and massive CO_2 emissions is a poorly insulated and ill equipped building portfolio. For this reason, it makes sense to bindingly regulate ambitious minimum energy requirements for the new construction of buildings and existing buildings. The construction sector is unquestionably of considerable importance in achieving the political climate protection targets (3x20 by 2020 at EU level). A corresponding frame at European level sets the buildings policy that was amended by Directive 2010/31 / EU in the year of 2010. In Germany, the directive is implemented by the Energy Conservation Code and the EnEV. The regulatory instruments of EnEV are flanked at national level through the promotion policy and the information strategy of the Federal Government.

5. Please describe the applicable green buildings standards in your country (insulation, efficiency, water and electricity consumption, waste reduction and recycling, sustainable materials, sustainable alterations and replacement of equipment, management of the building, global environmental impact…).

Standards and instruments can basically be assigned to the triad of request, promoting and informing.

The legal framework for energy-optimized, resource-efficient buildings captures requirements for energy performance of buildings (RL 2010/31 / EU), energy labelling and eco-design technical building equipment as well as the use of renewable energies and an optimized power supply. Below, few key elements are presented in this mix of instruments.

Requirements for new buildings

Generally, the annual primary energy demand for heating, hot water, ventilation and cooling in the specific case of a building to be constructed will be calculated in accordance with § 3 para. 1 EnEV (for residential buildings) and § 4 para. 1 EnEV (for non-residential buildings) based on the annual primary energy demand of a reference building with the same geometry, floor space and orientation dimensions. In new buildings, in which power is to be used from renewable sources, this share is deducted in accordance with § 5 EnEV of the calculations according to § 3 para. 3 and § 4 para 3 EnEV from the final energy. The prerequisite is that the energy is made in the direct spatial context to the building, used primarily in the building and only the excess amount of energy is fed into a public grid. The same applies on the reference in § 9 para. 1 sentence 2 EnEV even with building alterations.

Particularly with regard to the construction of buildings the EnEV is flanked by the EEWärmeG that regulates - highly generalized - requirements for building owners to pro-rata use of renewable energy in terms of heating and cooling energy demands of newly constructed buildings. Here the legislature provides in § 7 para. 1 Sentence 1 no. 2 EEWärmeG the possibility to replace the requirements of EEWärmeG through energy efficiency measures. Required is a 15 percent over-achievement, based on the standards of EnEV. Pursuant to § 8 EEWärmeG, the use of renewable energies to meet the requirements of EEWärmeG can also be combined with energy efficiency measures. The purpose of the provision is to provide flexible and cost-effective options to meet the use requirements of EEWärmeG.

Requirements for the building stock

The EnEV further includes energy requirements for existing buildings. Emphasis should be the obligations in accordance to § 10 EnEV for the decommissioning of certain boilers (para. 1) or to insulate the attic floor (para. 3) as well as specific requirements for central heating and other heating technology systems in accordance to § 14 EnEV. Event-related duties in accordance with § 9 EnEV obligate the building owners and require structural measures (repair / renovation). Immediately after completion of the work, the work-performing operator has to confirm to the owner that the components he has changed meet the requirements of the EnEV (= entrepreneurs Declaration acc. § 26a EnEV).

Use of renewable energies

The use of renewable energy in the building sector is regulated in EEWärmeG. This should help to increase the share of renewable energy in final energy consumption for heating by 2020 to 14% according to its § 1. 2, public buildings play an exemplary role in accordance to § 1a EEWärmeG in the context of the purpose and objective. This becomes clear with the example of § 5a EEWärmeG: According to this, a share of 25% is provided when using gaseous biomass to fulfil the heating and cooling demand of the building and of at least 15% are provided in the use of other renewable energy sources.

Overall, the owners of buildings to be constructed are required to meet the heating and cooling energy demands by a proportionate use of renewable energy in accordance with §§ 5 and 6 EEWärmeG. Instead of the use of renewable energies, alternative measures are allowed under § 7 EEWärmeG. These include in particular, first, the cover of the heating energy demand to at least 50% directly from privileged cogeneration plants in accordance with § 4 para. 3 a) and 3 b) KWKG, provided they are highly efficient Directive 2004/8 / EC or providing primary energy savings in accordance with this Directive, and secondly, measures to save energy, if due to this, the requirements for the annual primary energy requirement and the thermal insulation of the building envelope are undershot by at least 15% in accordance with EnEV. Only under the strict requirements of § 9 EEWärmeG exceptions to the proportionate use of renewable energy and alternative replacement measures are possible. This is particularly the case if their fulfilment and the implementation of alternative measures contradict other public duties, they are technically impossible in individual cases or the competent authority frees the debtor at request.

Hence the Renewable Energies Act (EEG) and the CHP are significant in the context of the use of renewable energies. These ensure a higher efficiency of the climate-friendly energy supply in the object. In particular, the objects own production of energy has an impact on the carbon footprint of the building. In addition, resulting from the regulations in the EEG and CHP, there are financial and legal advantages; e.g. for the production of electricity on-site neither network charges (costs for use of upstream electricity networks) nor EEG apportionment - the

promotion of renewable energy in electricity production in Germany takes place primarily through a purchase and payment obligation of the network operator of the general supply - and often no electricity tax arises as well.

In connection with the use of renewable energies or cogeneration plants there always raises the question whether the power supply is carried out on site by the owner of the property or by a third party, the so-called Contractor. With the contracting variant the risks of energy production are passed on to a third party, but this means that the owner also loses all financial benefits. The privilege is directly linked to self-sufficiency so that in this case, among others, the EEG surcharge has to be paid. If the energy productions however remains in the hands of the owner of the property and if third parties are also supplied with this energy in the building, the owner has to meet all the suppliers' obligations (requirements of the Federal Network Agency, handling the current control to the main customs office, completion of energy generation and –supply contracts).

Energy certificate

Since 1995, the energy certification requirements for new buildings have already been adopted. The regulations on energy certification of existing buildings was created with the second amendment of the Energy Conservation Code of 2005. There is a distinction between energy demand statements in accordance with § 18 EnEV and energy consumption statements in accordance with § 19 EnEV. These differ - shown in simplified form – from the fact that the quantity indicated in the demand certificate energy values are calculated, while the values in the consumption certificate is recognized on the basis of actual consumption. Due to the complex calculations that are necessary for creating a demand ID, this is about four times as expensive as a consumption certificate. Accordingly, the market share of the consumption cards is significantly greater than that of required passes. Its ratio is 75% to 25%.

Tenancy law

In addition, green building plays a role in tenancy law. Besides the contractual assurance of certain qualities or certifications a system should be mentioned in particular for the toleration of maintenance and modernization. With energy-efficient

modernization - this includes all measures which in relation to the leased energy is sustainable saving - the reduction in rent of the tenant rights are temporarily restricted.

6. Is there a certification for green buildings in your jurisdiction? What is the process?

Classically, a certification scheme undergoes at least two essential stages to completion of the building: 1. Quick-Check (project analysis, containment of the desired label, initial assessment, goal setting, rough measures and costs, decision preparation) and 2. Certification (Project organization, planning, concept optimization, procurement, Score tracking, commissioning).

A Green Building certificate neither replaces official permits nor does it certify viability of a project. A sustainability certificate is no guarantee that a building is actually constructed and used in accordance with the application documents which are the basis of certification. Rather, it is usually assumed in the certification that the self-declaration submitted with the application documents is correct and complete. This is to be strictly observed in the apportionment of liability in real estate contracts. Although the certificate authority acts as a kind of test point, it acts on civil, contractual basis. Insofar the "new" types of certification Treaty and Auditor Treaty become more and more important (see 12).

The certification market in Germany share the certification systems DGNB, LEED and BREEAM substantially. Inventory and duration of the certificates vary. So at BREEAM there is an annual inspection and with LEED the authorization to use the certificate expires after five years.

DGNB

The certification of the German Sustainable Building Council (DGNB) was introduced in 2007, the first certifications were in 2009. After the registration of the property at the DGNB and the establishment of target levels for building characteristics, the DGNB grants a precertification. Planning and construction are therefore to be documented in accordance with the DGNB guidelines. After construction of the building, characteristics and the documentation are being

checked. If the requirements are met, the certificate is issued. The DGNB Certificate rates a building in six categories: The ecological quality, economic quality, socio-cultural and functional quality, location quality, process quality and technical quality. Here, the overall focus is on the aspect of sustainability. There are certification in stages "bronze", "silver" and "gold".

LEED

The first certifications as LEED (Leadership in Energy and Environmental Design) were made in 2000. The certification LEED is currently the world's most widely used. It is measured in seven categories - Sustainable Sites, Water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, innovation in design, regional priority - and sets the focus on the environment. The evaluation is based on a point system. The certificates are issued in the stages "Certified", "Silver", "Gold" and "Platinum". For platinum, 73% of points must be achieved, for gold only 55%.

BREAM

The certification system BREEAM (Building Research Establishment Environmental Assessment Method) from the United Kingdom is on the market since 1990 and is thus the oldest certification standard. The system has its focus also in environment-related matters and is evaluated nine categories: wellbeing management, health &, energy, transport, water, materials, waste, pollution, land use & ecology. The certification is carried out on the steps of "certified", "good", "very good" and "excellent". Similar to LEED for the highest of the three awards is the compliance of about 70% of the criteria required

7. Are there differences for residential and non-residential (e.g. hotels, office buildings, schools/hospitals, industry) buildings?

The requirements for the construction of buildings are different for residential and non-residential buildings. This can be seen very clearly that in § 3 in conjunction with Appendix 1 EnEV there are different calculation methods and different reference values for residential buildings than as according to § 4 in conjunction with Appendix 2 EnEV for non-residential buildings. Besides this, the each binding information

included in the energy performance certificate also differ. So in this context, for example in residential buildings the final energy consumption for heating and hot water needs to be determined and specified in kilowatt hours per year per square meter of floor space. If in the case of decentralized water heating in residential buildings thereon attributable consumption is not known, the final energy consumption should be increased by a flat rate of 20 kilowatt hours per year and per square meter of floor space. By contrast, in non-residential buildings the final energy consumption for heating, water heating, cooling, ventilation and built-in lighting needs to be determined and specified in kilowatt hours per year and per square meter of net floor area.

8. Does it cost more to build a green building?

Due to the requirements for the establishment and / or modification of buildings by the regulations of the EnEV construction costs are initially increased considerably, but the requirements are not only related to green buildings but to all (new) buildings. In other words, a comparison taking into account these costs give a false impression in any case. Rather, every project has to meet the minimum requirements stated in the EnEV. Only measures beyond the requirements of the Ordinance which may be necessary for a certification on a regular basis must be investigated seriously regarding their profitability because of their voluntary nature.

As a result, increasingly more investors show interest in green buildings, although their establishment initially is more expensive than a conventional construction. Experts estimate the additional costs of green buildings to be about two to five percent. Considering the funding (with 9) and in consideration of the lifecycle costs the increased costs (materials, certification, etc.) are likely to pay for themselves quickly. Therefore, this concept is interesting for investors also in marketing terms.

9. Are there any public financial incentives (subsidies) for green construction?

KfW-Bank

The state-owned development bank KfW offers in the areas of housing, construction and energy savings a wide range of programs that are used to finance investments in residential property. Promotional purposes are the creation of home ownership, the

energy efficiency of buildings, modernization of housing, the construction of economical new buildings and the conversion of heating systems to renewable energies. For example with the KfW promotional program, the 151 "Energy-Efficient Refurbishment" improving the energy efficiency of existing building to KfW Efficiency House is being supported. The renovation to a KfW Efficiency House is provided by a long-term low-interest loan of up to 100,000 euros per unit or 50,000 euros for individual measures. In addition there is a repayment bonus depending on the KfW Efficiency House standard of 12.5 (KfW Efficiency House Monument) to 27.5 percent (KfW Efficiency House 55). For the financing of individual energy refurbishment measures (insulation, window replacement and renewal or optimization of heating and ventilation system), the KfW promotional program 152 is suitable. Also eligible are consulting, planning and construction supervision and the necessary extra work.

Also possible is the promotion of people, companies or organizations who use solar energy to generate electricity and to invest in a photovoltaic system. Here up to 100% of eligible net investment costs are funded, more than 25 million euros per project. This requires that at least a portion of the stream is fed into the public grid.

In 2013, the construction of a total of nearly 129,000 units - and so about half of all newly built residential building – was KfW-funded and therefore built to better standards than the EnEV prescribes. Around 21% of all subsidized housing units were built extremely energy efficient as KfW Efficiency House 40 or 55. The KfW Efficiency House 40 is currently the highest level of aid. Such a home has an annual primary energy requirement of only 40% and a transmission heat loss of only 55% compared to a new building which will be built according to EnEV standard. To achieve a KfW Efficiency House Standard 40, the following measures are to be combined: the installation of a highly efficient heating system (e.g. heat pump), installation of a supplementary solar system for domestic hot water, installation of a heat recovery ventilation system, highly insulated building envelope and installation of windows with triple glazing and special frame.

Since 2006, the Federal Government provides one billion euros per year under the "funding initiative Housing, Environment, Growth" to make the programs reducing

CO2 emissions attractive and in order to achieve the national climate change commitments under the Kyoto Protocol. The energy renovations and energy-efficient new buildings promoted by KfW have led by its own account in 2011 to a reduction in greenhouse gas emissions by around 540,000 tonnes. In addition since 2002, KfW annually awards the so called KfW Award "Building and Living", an award with price money for individuals and architects who have realised model (re)constructions and modernizations.

BAFA

As part of the market incentive program the Federal Office of Economics and Export Control (BAFA) supports solar thermal and biomass conditioning and heat pump with one-time grants. Since April 2015, the grants in single and multi-family houses as well as in commercial and public buildings have been increased.

If an outdated and efficient heating system is replaced by a modern biogas plant or heat pump or modernized by incorporating a heating support solar thermal plant and the entire heating system is optimized by improving energy efficiency, the ACFA supports this with an additional bonus of 20% of the funding under the market incentive Programme. In addition, a one-off investment allowance of 600 euros will be granted for the necessary measures to optimize energy efficiency. A precondition is that the replaceable heating system based on fossil fuels (e.g. gas or oil) is operated, there is no use of condensing technology or fuel cell technology and also no case of legal exchange duty under § 10 EnEV present.

For CHP systems with an electrical output of up to 20 kilowatts, there are one-off investment grants. These are graded according to the electric power of plants. For particularly efficient plants there is an additional bonus promotion.

10. Does green construction give any advantage in the permit process (faster process, exceptions such as higher utilisation etc.)? Or are there even obligations (stick and carrot)?

In the approval process itself, there are no advantages for Green Buildings. For example it is not faster nor does it follow another method. Provided, however, are

related exemptions from general regulations, e.g. the use of renewable energy after EnEG.

11. Do green buildings offer other advantages (such as long-term economic benefits, better chances on the market, higher rent, public image…)?

General advantages of green buildings are the reduction of CO_2 emissions and the increase in energy efficiency. Initial costs for alternative energy systems pay off compared to conventional care after a few years and result in the sum to significantly lower lifecycle costs. Alongside there is generally also an efficient land use / less seal, the improvement of the climate, the conservation of resources and increasing the quality of life.

The users of green buildings - especially companies - will upgrade their corporate image (specifically through certification). In addition, green buildings promise a positive development of the property value, lower life cycle and operational costs as well as the realization of higher rental and sale prices.

For investors and developers there are also increased marketing advantages because of an increased customer interest. This in turn provides greater predictability and thus possibly also financing advantages. Many companies are aware of this and understand green building as an image project. In mid-2014 certified office space in the seven German cities of Berlin, Dusseldorf, Frankfurt, Hamburg, Cologne, Munich and Stuttgart was a total of 5.4 million square meters, or 6% of all office space (end of 2014: 5.4%) , end June 2015 13% more certified land has been registered than six months earlier.

Frankfurt ranks first in in both absolute (1.9 million certified m²) and percentage (16%). With 5.1% (3.6% end 2014) Berlin as the third city besides Frankfurt and Dusseldorf exceeded the 5% - brand. The significant percentage increase in Berlin is, among others, due to the completions of HumboldtHafenEins with almost 30,000 m² (DGNB) and the John F. Kennedy House (ca. 16,000 m², DGNB). Other Certified completions in the five-figure square area have been at the Cologne submarket Rhine-West (Holzmarkt 1, DGNB) and in Hamburg with the Burstah Office in downtown (LEED) and the Europa Centre Finkenwerder (BREEAM) in

the industrial port. In Frankfurt the St. Martin Tower was built in the City-West with an area of more than 25,000 m² (DGNB).

12. Can you think of contractual issues on green building (in contracts between owners/developers and design professionals and general contractors, in lease agreements, in hotel-management contracts…)? Do you have any recommendations to make such clauses effective?

Energy supply contracts

The design of contracts that need to be concluded for the power supply depends on whether the production is done by the owner – in this case network connection and terminal use agreements need to be made; provided that users of the building will also be supplied with electricity, also power supply contracts must be concluded – or whether it is carried out by an external contractor. If no contractor is turned on which regularly offer the self-serving contract, it is important to consider in the design of electricity supply contracts that according to §§ 305 ff. BGB a maximum duration of two years is allowed. Since electricity is also loaded with various additional costs (tax, EEG apportionment etc.) that change at short intervals, the careful formulation of price adjustment clauses is to be payed special attention to.

Auditors contract

As already indicated above (see 6), the auditors contract gets more important due to the private law certifications. Here, the careful drafting of contracts is of importance, especially with regard to the liability of the auditor. This applies in particular with regard to the tasks regularly assumed by the auditor which often goes beyond mere completeness and conformity assessment of the documents submitted (e.g. the compilation of a life cycle assessment or cost calculations). With such additional tasks the auditor gets into the centre of liability for the accuracy and completeness of a Green Building certificate.

He is not only liable for compiling and submitting the necessary data for the compliance audit documentation. He namely additionally advises as a professional planner or monitors even the construction and if it turns out later that the building has been built contrary to the documents submitted to the certification authority and

thereby also deviates from the self-declaration of the applicant, the liability of the accuracy of a Green Building certificate is carried fully by the Auditor. The agreement between the auditor and the client should therefore contain a clear liability regulation. In the interest of the auditor it is advisable to agree the widest possible limitation of liability – but anyway a remuneration that is appropriate in regard of the risk of liability.

Mandatory details in commercial real estate ads

Seller, owner and lessor are obliged in commercial real estate ads to name specific mandatory details from the energy certification of the nature of the energy pass (Energy Performance Certificate or energy consumption certificate), the value of the energy demand or energy consumption for the building referred to in the energy certificate, the substantial fuels for heating the building as stated in the energy certificate and for residential buildings the construction year and energy efficiency class as stated in the energy certificate. For non-residential buildings also the final energy demand or the energy consumption for both heat and electricity should be reported separately (§ 16a para. 1 sentence 2 EnEV).

Although the legislature has declared with reference to § 5a EnEG: "Civil effects in rent- and sales ratios should not be justified in § 16a EnEV", this nevertheless does not protect the seller against liability risks. After all, real estate ads are public statements of the seller in terms of § 434 para. 1 sentence 3 BGB (specified quality of the purchased item) so that incorrect data in the mandatory details justify a defect of the property and such errors could cause the mandatory liability of the seller. The seller can protect himself by issuing the energy performance certificate only after he has placed the ad. Because then he does not need to make mandatory details and thus does not have the risk of a claim due to errors in the mandatory suspend. For the purpose of minimizing the risk of liability, the seller could simply ignore the obligation to state the required information and enter none. This is indeed an offense, but regarding the warranty risk, the seller acting this way is in advantage against the law-abiding seller.

The increased liability risks must be addressed by appropriate design of the sales contract. Practically, it is recommended to state an effective disclaimer of liability in

regard to the data of the energy certificate (preferably as an individual agreement to avoid the triggering of a terms and conditions control). Further, a negative quality agreement between the parties ensures legal clarity. Because § 434 para. 3 sentence 3 BGB feigns only a common nominal condition in case no explicit quality agreement has been agreed. Also by a negative quality agreement, the parties may clarify that the values given in the energy performance certificate are just not owed and that the buyer acquires the property, regardless of the specified values.

13. Do you have an example of litigation in relation with green buildings (e.g. water performance issues for the project owner/the design professional/the prime contractor, and third-party claims)?

The EnEV is regularly updated as the specifications of the EnEG Detailed Regulation. This way changes of specific requirements of the construction / modification of buildings or the contents of energy performance certificates will be accompanied. The latest versions of the EnEV is to be adhered to by the contractor even if the requirements have neither been included in the contract nor they have found entrance to accepted engineering standards (DIN standards). A breach of this explains a construction defect. But that does not apply to requirements of certification that go beyond the EnEV requirements. The aspired standard must therefore be agreed contractually explicitly and concretely as possible. Only then these specifications represent a relevant measure of quality, so that a breach of these requirements also explains a construction defect.

In connection with the legal significance of an energy certificate, the OLG Schleswig has decided in regard to EnEV 2009, that the mere delivery of an energy performance certificate by a broker does not lead to a quality agreement within the meaning of § 434 BGB. If the facts do not meet the information in the energy performance certificate, no defect can be deduce from this which could justify warranty rights of the buyer (to the current development of the required information in real estate ads in accordance with § 16a EnEV 2014 see. at 12).

14. Do you want to tell us a personal story or achievement in relation to green buildings?

No

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