

SPECIAL WARRANTY 10 YEARS FROM DELIVERY for the functioning of vacuum tube collectors

1. EuroSun GmbH ("EuroSun") shall guarantee for a period of **10 years from delivery** that its vacuum tubes of type "Germanstar / Genersys / Sunstar" are free from defects in materials and workmanship (according to the prior art at the time of delivery), which prevent or significantly restrict their operation ("Special Warranty"). For the other components of the collectors, the warranty in accordance with the terms and conditions of EuroSun shall apply.
2. EuroSun shall be entitled to repair any possible non-functioning tubes or to supply customers with new tubes at its discretion. In the first 5 years of the Special Warranty, EuroSun shall pay the cost of replacement of non-functioning tubes. EuroSun shall be entitled to replace the tubes during the first 5 years of the Special Warranty at its own discretion, or through appointed third parties, or the customer can replace the tubes at the agreed cost of replacement. At the request of EuroSun, the customer shall obtain a cost estimate for the replacement and shall give this to EuroSun. If the customer does not have the permission of EuroSun to order repairs, he shall bear the cost himself. In the remaining 5 years of the Special Warranty, EuroSun shall exclusively repair or replace the tubes; in this case the customer shall bear the costs of the replacement.
3. The EuroSun Special Warranty assumes that the buyer has complied with his contractual obligations, in particular with regard to the maintenance and care of the vacuum tubes, and that he shall report any defect in the vacuum tubes immediately in writing, no later than 2 weeks (date of receipt by EuroSun), stating the date of purchase and indicating a possible model number to EuroSun.
4. The Special Warranty shall not cover damage to the functioning of the vacuum tubes, on which EuroSun has no influence, and in particular those based on natural disasters (especially fire, storm, hail, lightning), or other acts of force majeure and/or vandalism. The Special Warranty shall become void if the interference of the functioning is due to documents and/or calculations submitted by the customer, further if the customer changes the vacuum tubes without the consent of EuroSun, or if the damage to the functioning is due to improper installation, reinstallation, use or operation by the customer himself or a third party commissioned by the customer. The Special Warranty also shall not cover insignificant interference with the functioning of the tubes.
5. The Special Warranty shall not be extended to cover replaced tubes; but rather, the Special Warranty shall expire 10 years after the delivery of the original tube collectors. Under the terms of the warranty, any replaced tubes shall become the property of EuroSun.