Product warranty terms and conditions

EKO Instruments Europe B.V. | Edition 2026–2027

This draft sets out EKO Europe's commercial product warranty and incorporates Appendix A. It distinguishes business purchases from consumer purchases and preserves mandatory legal rights. The release notes after Appendix A are internal and must be removed before customer issue.

1 Guarantor and contact details

The guarantor under this document is EKO Instruments Europe B.V. ("EKO"), Lulofsstraat 55, Unit 28, 2521 AL The Hague, Netherlands. Contact: sales-eu@eko-instruments.com; telephone +31 (0)70 305 0117; website https://eko-instruments.com. The seller named on the customer's invoice may be EKO or an independent distributor. An independent seller remains responsible for its own statutory obligations.

2 Scope and territory

This warranty covers the EKO products listed in Appendix A supplied by EKO Europe, directly or through its authorised distribution chain, for customers in Europe, the Middle East, Africa and South America. It follows the covered product within this territory. For supplies through other EKO entities, the applicable guarantor and regional terms must be identified separately. Mandatory local rights remain unaffected, including outside the EU.

A business customer buys for trade, business, institutional or professional purposes. A consumer is a natural person buying outside their trade, business, craft or profession. Section 13 overrides any inconsistent provision for consumers. This warranty does not itself replace the sales contract or cover a separate subscription, cloud service or service-level agreement.

3 Documents and priority

Appendix A forms part of these terms. Mandatory law takes priority, followed by a valid individually agreed warranty commitment and then these terms. Binding, more favourable consumer warranty advertising is honoured where required by law. EKO will supply the applicable terms and appendix before the order is concluded and provide consumers with a retainable copy, such as a PDF by email, no later than delivery. Later website changes do not reduce existing coverage.

Coverage and warranty periods

4 What the commercial warranty covers

During the applicable period, EKO will remedy a failure caused by defective materials or manufacture under normal use within the published operating limits. Covered work includes parts and labour and the verification needed to restore the product's specified function. Defective supplied firmware that prevents that function is included. Performance is assessed against the specifications applicable to the supplied model and configuration, using suitable test conditions.

5 Start and duration

For business purchases, the period in Appendix A starts on the date of EKO Europe's original invoice for the product, unless an agreed written supply contract specifies another start. Resale, installation or commissioning does not restart it. For consumers, this commercial warranty starts when the goods are delivered to the consumer. Reasonable proof of delivery or purchase is accepted; registration is not a condition of cover.

For business customers, warranty repair or replacement does not restart or extend the original period. A timely notified covered claim remains valid while EKO processes it. Mandatory suspension, extension or renewal rules and section 13 apply to consumers. A paid repair carries a separate six-month warranty on the repaired work and replacement parts from return delivery, without limiting any longer statutory rights.

6 Systems and components

The period listed for a complete system applies to that system as supplied. A separately purchased component uses its own listed period. The MS-80SH Plus+ is listed for two years, while a standalone MS-80SH is listed for five years. This distinction must be made explicit in the order documentation. A separately promised or legally binding longer component warranty remains enforceable. A five-year albedometer listing must not be used to imply five-year cover for a separately supplied mounting kit or accessory.

7 Maintenance and exclusions

The commercial warranty excludes ordinary wear, routine cleaning and scheduled recalibration, and damage attributable to misuse, unsuitable storage, installation contrary to adequate instructions, operation outside stated ratings, or external causes such as lightning, excessive surge, flooding or impact. Normal environmental exposure within the product's stated ratings is not excluded merely because the product is used outdoors.

An exclusion for neglected maintenance, third-party equipment, modifications or independent repair applies only to the extent that it caused or contributed to the claimed fault. Normal depletion of consumables is excluded; a manufacturing defect in a supplied consumable is assessed separately. Missing labels alone do not defeat a claim if product identity and eligibility can reasonably be established. Calibration needed to correct or verify a covered repair is included; optional accredited recalibration is quoted separately unless included in the agreed remedy.

Claims and service arrangements

8 How to make a claim

Notify the supplying distributor or EKO at the contact details in section 1 as soon as a fault is discovered and, for this commercial warranty, within its period. State the model, serial number if available, invoice or other proof of supply, fault description, date first observed, and relevant installation or diagnostic information. This notification rule does not shorten statutory claim or limitation periods.

EKO will acknowledge the claim, advise on safe troubleshooting and, if a return is needed, provide a return authorisation and destination. Do not ship equipment to Japan or another service centre without instructions. An authorisation number helps administration; its absence does not extinguish statutory rights. Package the equipment suitably, disclose contamination hazards, and retain photographs and shipping records.

9 Assessment and remedies

For business warranty claims, EKO will choose repair or replacement with a product of equivalent or better functional performance. EKO will provide an estimated service time and explain material delays. If neither remedy is reasonably available, EKO will agree an appropriate alternative with the customer, without removing any contractual or legal remedy. End-of-life status does not cancel an unexpired warranty.

If a claim is declined, EKO will explain the findings and applicable exclusion in writing. EKO will obtain the customer's agreement to a quotation before chargeable work. Inspection, handling or return fees for an uncovered business claim must be disclosed and agreed in advance. No charge will be imposed on a consumer for a remedy that must be free under law or section 13.

10 Transport and site costs

For business customers, unless the order states otherwise, transport between the customer and EKO or its distributor, insurance, customs formalities, removal, reinstallation and site attendance are the customer's responsibility. EKO pays the covered workshop parts and labour. This allocation does not waive a separate claim for transport damage for which EKO is responsible under the sales contract. Consumer costs are governed by section 13.

11 Firmware and customer data

EKO will provide instructions for relevant firmware updates and explain their purpose and installation requirements. Any legally required conformity or security updates remain due for the applicable statutory period, even if the hardware warranty has expired. Separate online services are governed by their own terms, subject to mandatory law. Before service, customers should back up accessible configuration and measurement data and remove unnecessary personal data. This request is not a blanket exclusion of EKO's responsibility for data it handles.

Legal rights and consumer protection

12 Transfer and liability

The remaining commercial warranty may pass with the product to a subsequent owner within the territory in section 2, using evidence of original supply and transfer. The original start date remains unchanged. For business customers, this document promises the warranty remedies described above; any wider liability limits must be agreed in the applicable sales terms. Nothing here excludes liability for fraud, wilful misconduct, death or personal injury where exclusion is prohibited, mandatory product liability, or other liability that cannot lawfully be restricted.

13 Additional protection for consumers

Consumers have statutory rights against the seller when goods do not conform to the contract, including remedies without charge. This commercial warranty is additional to those rights and does not restrict them. The two-year or five-year periods in Appendix A are not limits on statutory rights. EU consumer protection generally provides at least two years of seller liability; national law can give longer protection. In the Netherlands, conformity is assessed against the product's reasonably expected life rather than a fixed two-year maximum.

For statutory claims, consumers may choose repair or replacement subject to the legal rules on impossibility and disproportionate cost. Price reduction or termination and refund are available when the legal conditions are met. Remedies must be completed within a reasonable time without significant inconvenience. The applicable statutory burden of proof and notification rules are preserved.

For a covered claim under this commercial warranty, EKO also provides consumer repair or replacement without charge, including necessary transport, parts and labour. Where required for a statutory remedy, removal and reinstallation, or their reasonable costs, are included for goods properly installed before the defect appeared. Consumers may claim directly against their seller; they need not first pursue the manufacturer.

Where applicable national law implementing Directive (EU) 2024/1799 requires it, repair chosen as a statutory remedy extends the seller's liability period by at least twelve months, once, with any longer national protection preserved. The seller must explain the choice and extension before the remedy is selected. This concerns statutory protection and is not a general restart of every EKO commercial warranty. Any producer's binding durability guarantee remains enforceable against that producer.

14 Governing law and disputes

Dutch law governs this EKO Europe commercial warranty. Business disputes are submitted to the competent court in The Hague, subject to any valid written contractual provision. Consumers retain the mandatory protection and court rights applicable to them, including protection of their country of habitual residence where applicable. Complaints may be sent to section 1; EKO will provide a reasoned response and information on any applicable alternative dispute resolution route. This does not prevent court proceedings.

15 Version control and severability

Changes apply only to future supplies and do not withdraw rights already granted. If a term is unenforceable, it is disregarded to the extent required by law; the remaining terms continue where legally possible. Mandatory consumer protection cannot be replaced by a less protective substitute term.

Appendix A product warranty schedule

EKO Europe • Europe, Middle East, Africa and South America. Periods and statuses below are transcribed from the supplied 2026–2027 workbook. All 63 entries are retained, including the repeated MV-Albedo Kit entry. Sections 5 and 6 govern the start date and component treatment.

Product category	Model or item	Warranty	Source status
Pyranometers	MS-80SH	5 years	ACTIVE
Pyranometers	MS-80S	5 years	ACTIVE
Pyranometers	MS-80	5 years	ACTIVE
Pyranometers	MS-60S	5 years	ACTIVE
Pyranometers	MS-60	5 years	ACTIVE
Pyranometers	MS-40S	5 years	ACTIVE
Pyranometers	MS-40	5 years	ACTIVE
Pyranometers	ML-01	2 years	ACTIVE
Solar Monitoring Stations	MS-80SH Plus+	2 years	ACTIVE
Solar Monitoring Stations	STR-21G-SH2	2 years	ACTIVE
Solar Monitoring Stations	STR-21G-SH1	2 years	ACTIVE
Solar Monitoring Stations	STR-21G-SH0	2 years	ACTIVE
Sun Trackers	STR-21G	2 years	ACTIVE
Sun Trackers	STR-22G	2 years	ACTIVE
Sun Trackers	STR-32G	2 years	ACTIVE
Albedometers	MS-80SH Albedometer	5 years	ACTIVE
Albedometers	MS-80S Albedometer	5 years	ACTIVE
Albedometers	MS-80 Albedometer	5 years	ACTIVE
Albedometers	MS-60S Albedometer	5 years	ACTIVE
Albedometers	MS-60 Albedometer	5 years	ACTIVE
Albedometers	MS-40S Albedometer	5 years	ACTIVE
Albedometers	MS-40 Albedometer	5 years	ACTIVE
Albedometers	MV-Albedo Kit	2 years	ACTIVE

Appendix A product warranty schedule continued

Product category	Model or item	Warranty	Source status
All Sky Imagers	ASI-16	2 years	ACTIVE
All Sky Imagers	ASI-16 Base	2 years	ACTIVE
Heat Flux Sensors	HF-01S	2 years	ACTIVE
Heat Flux Sensors	HF-01SG	2 years	ACTIVE
Heat Flux Sensors	HF-10S	2 years	ACTIVE
Heat Flux Sensors	HF-30S	2 years	ACTIVE
Spectroradiometers	WISER I	2 years	ACTIVE
Spectroradiometers	WISER II	2 years	EOL
Spectroradiometers	MS-713	2 years	EOL
Spectroradiometers	MS-712	2 years	ACTIVE
Spectroradiometers	MS-711N	2 years	ACTIVE
Spectroradiometers	MS-711N DNI	2 years	EOL
Spectroradiometers	RSB-01	2 years	EOL
Sunshine Duration Sensors	MS-95S	2 years	ACTIVE
Pyrheliometers	MS-57SH	5 years	ACTIVE
Pyrheliometers	MS-57	5 years	ACTIVE
UV Sensors	MS-11S	2 years	ACTIVE
UV Sensors	MS-10S	2 years	ACTIVE
Pyrgeometers	MS-21SH	5 years	ACTIVE
Pyrgeometers	MS-21	5 years	ACTIVE
Pyrgeometers	MS-20SH	5 years	ACTIVE
Pyrgeometers	MS-20	5 years	ACTIVE

Appendix A product warranty schedule continued

Product category	Model or item	Warranty	Source status
Temperature Sensors	PV-PT-100	2 years	ACTIVE
Temperature Sensors	MT-052-A	2 years	ACTIVE
Thermal Analysis Instruments	QRU-100	2 years	ACTIVE
Thermal Analysis Instruments	QHT-10	2 years	ACTIVE
Accessories	MS-Albedo x4 Kit	2 years	ACTIVE
Accessories	MV-Albedo Kit	2 years	ACTIVE
Accessories	MS-Albedo Kit	2 years	ACTIVE
Accessories	MV-Tilt	2 years	ACTIVE
Accessories	MS-Tilt	2 years	ACTIVE
Accessories	MV-01	2 years	ACTIVE
Accessories	C-Box S1	2 years	EOL
Accessories	C-Box S2	2 years	ACTIVE
Accessories	MC-20	2 years	ACTIVE
Accessories	M-Box	2 years	ACTIVE
Accessories	LI-19	2 years	ACTIVE
Accessories	CR-PMO6	2 years	ACTIVE
Accessories	Extension Package for Heat Flux Sensor	2 years	ACTIVE
Accessories	Cables	2 years	ACTIVE

How to read the schedule

ACTIVE and EOL reproduce the workbook's lifecycle labels as at 23 October 2026. EOL means end of life; it does not remove warranty rights or confirm stock availability.