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Amtsgericht Kassel (District court) Kassel HRB (registration number) 3972
Vorsitzender des Aufsichtsrats (Chairman of the Supervisory Board): Dr. Erik Ehrentraut
Managing Board: Roland Grebe, Dr.-Ing. Jürgen Reinert, Pierre-Pascal Urbon

SMA Factory Warranty

Only applies for the following products: Sunny Boy, Windy Boy, Windy Boy Protection Box, Sunny Mini Central, Sunny Multigate, Sunny Tripower, Windy Tripower, Sunny Beam, Sunny WebBox, Sunny Matrix, Sunny SensorBox, Power Reducer Box, PV Offset Box, Fuel Save Controller.

The statutory warranty obligation of the seller of your device is not affected by this warranty and remains fully valid for 24 months from the date of delivery (subject to the comments below for Australian purchasers).

For the above mentioned products, you receive an SMA factory warranty valid for five years from the date of purchase. For the Fuel Save Controller, you will receive a factory warranty valid for two years from the date of purchase. The SMA factory warranty covers any costs for repair or spare parts during the agreed period beginning on the date of purchase of the device, subject to the following conditions.

Warranty Conditions

If a device becomes defective during the agreed SMA factory warranty period and, unless this should be impossible or disproportionate, one of the following options will be selected at the discretion of SMA:

- device repair at SMA, or
- device repair on-site, or
- exchange for a replacement device of equivalent value with regard to model and age.

In the latter case, the remainder of the factory warranty entitlement will be transferred to the replacement device and your entitlement will be documented at SMA.

The term "disproportionate" as referred to above applies in particular if, as a result of the envisaged measures, SMA were to incur costs deemed unreasonable according to the following criteria:

- in view of the value that the device would have without the defect,
- taking into account the significance of the defect, and
- after consideration of alternative workaround possibilities that SMA customers could revert to without significant inconvenience.

The factory warranty includes the costs of SMA for work and material for the restoration of faultless functioning in SMA's factory or for on-site repair work by SMA service personnel. All other costs, particularly shipping costs, travel and accommodation costs of SMA personnel for on-site repairs as well as costs of the customer's own employees are not included in the factory warranty (subject to the comments below for Australian purchasers).

When devices for private use are installed by natural persons in the EU region, Australia, Chile, India, Israel, South Africa, South Korea, Croatia, New Zealand, Norway, Switzerland, Thailand and the United Arab Emirates, the factory warranty also covers shipping costs or travel and accommodation costs for SMA service personnel during on-site repairs. This does not apply to islands and overseas territories of the above mentioned states.

The replacement of the products Sunny Boy 240 and Sunny Multigate only takes place via the shipment of replacement devices. For these products, the SMA service personnel will not be available for repairs on-site.

To determine the factory warranty entitlement, please submit a copy of the purchasing invoice or a copy of the warranty certificate, if necessary including the receipt of any extended warranty. The type label on the device must be completely legible. Otherwise, SMA is entitled to refuse warranty services under this factory warranty.

Report defective devices with a detailed error description and the error code to the SMA Service Line. If we agree to a replacement, we generally send an equivalent replacement device, packaged appropriately for transport, within two working days. The defective device is to be packed in this transport packaging for return transport to SMA (subject to the comments below for Australian purchasers). All warranty services are free of charge only if the course of action is agreed with SMA in advance.

Scope of the Factory Warranty

The factory warranty does not cover damage that has occurred due to any of the following reasons:

- Transport damage
- Incorrect installation or commissioning
- Failure to observe the user manual, the installation manual, or the maintenance instructions
- Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable safety regulations
- Force majeure (e.g., flash of lightning, overvoltage, storm, fire)

Neither does it cover cosmetic defects which do not influence the energy production. Claims that go beyond the rights cited in the warranty conditions, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, or loss of profits are not covered by the factory warranty, unless SMA is not subject to statutory liability. In such cases, please contact the company that sold you the device or SMA. Possible claims in accordance with the law on product liability remain unaffected.

All claims arising from or in connection with this warranty are subject to German law (subject to the comments below for Australian purchasers). Kassel, Germany is the exclusive place of jurisdiction for all disputes arising from or in connection with this warranty.

Information for Australian purchasers - Consumer statutory rights

For purchasers in Australia, your rights under this SMA factory warranty are in addition to any non-excludable statutory rights you may have as a Consumer, as that term is defined in section 3 of the Australian Consumer Law. Nothing in this SMA factory warranty is intended to affect your non-excludable statutory rights. Your non-excludable statutory rights remain fully valid for the period required by the Australian Consumer Law.

For purchases by an Australian Consumer, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Australian Consumers may send a claim under this warranty to

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67 Epping Road
North Ryde, NSW 2113,
Australia

Tel +61 2 9494 4200
Fax +61 2 9491 4290
Service@SMA-Australia.com.au
www.SMA-Australia.com.au

For purchasers by an Australian Consumer, all claims arising from or in connection with this warranty are subject to Australian law, which is the exclusive place of jurisdiction for all disputes arising from or in connection with this warranty.

For further information, visit us at www.SMA-Solar.com under the section "Service".