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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 Manufacturer's Warranty

Applies exclusively to the following products: Sunny Central, Sunny String-Monitor SSM (SSM, SSM16-11, SSM24-11, SSM8-21, SSM16-21, SSM24-21), String-Combiner SSC-10, SSB, Sunny Main Box SMB, SMB-C, communication distributor COM-B, COM-C, Communit-10, Power Plant Controller (PPC), Transformer Compact Station (TCS) and the Medium Voltage Power Station (MVPS). For all other devices such as the separately delivered medium-voltage transformers or medium-voltage switchgears, the statutory warranty applies.

If the end user of the device is a consumer, the seller's statutory warranty shall not be limited by this guarantee and shall apply in the full scope as from the date of delivery.

SMA guarantees that the above mentioned devices are free from material or manufacturing defects. The guarantee is valid for five years starting from the date of commissioning (as per commissioning report), but not later than three months following the date of delivery or three months from declaration of availability for dispatch if the customer defaults on acceptance. This guarantee does not include device availability.

# Warranty Conditions

If a device displays a material or processing defect during the agreed SMA manufacturer's warranty period, the device or the defective part will be repaired or replaced by SMA at its own discretion. SMA shall bear all material and labour costs required for restoration of perfect function. In this respect, SMA is entitled to use used, generally-overhauled replacement parts. Repair shall be carried out on the customer's premises, unless this is impossible or disproportionate.

The term "disproportionate" as used above refers in particular to measures for which SMA would incur costs deemed unreasonable:

- in view of the purchase price or the value of the device in defect-free condition
- taking into account the significance of the defect
- after weighing up whether alternative forms of defect removal could be applied without significant inconvenience to the customer.

It is, however, left to the discretion of SMA to have the defective part returned to it for repair or replacement. SMA is only obliged to remove or install the part if this requires specialist knowledge that is not accessible to or is unreasonable for the customer; otherwise, the obligation of SMA as regards the defect shall end upon delivery to the customer of the repaired or replaced part.

When devices are installed in the following countries: Australia, Austria, Belgium, Bulgaria, Chile, the Czech Republic, Germany, France, Greece, Great Britain, India, Israel, Italy, Luxembourg, the Netherlands, Portugal, Romania, Switzerland, Spain, South Africa, South Korea, Thailand and the United Arab Emirates, the manufacturer's warranty additionally includes shipping costs as well as any travel and accommodation expenses for SMA service personnel for repairs on-site. Customs duties, taxes and other import costs are excluded. Separate warranty conditions apply to North America and Japan.

If the installation site is outside the above mentioned countries or in/on the overseas territories or islands of these countries, the customer shall bear all customs and shipping costs incurred, the travel and accommodation expenses of SMA service personnel for repairs on-site as well as the costs of own personnel of the customer.

For the medium-voltage stations of type TCS xxxxSC EX the following generally applies: shipping costs as well as travel and accommodation expenses for SMA service personnel for repairs on-site are not part of the warranty.

In the following cases, the customer shall bear all customs and shipping costs, travel and accommodation expenses of SMA service personnel incurred in connection with on-site repairs, as well as the costs of the customer’s own personnel:

- Installation site situated outside the above-mentioned countries or in overseas territories or islands under the jurisdiction of these countries
- In the case of medium-voltage compact stations of type TCS xxxxSC EX and Medium Voltage Power Stations (MVPS) without country-specific option

Consumables and parts subject to regular wear and tear are not covered by this warranty (e.g. fuses, filters, overvoltage protection devices).

# Scope of the Manufacturer's Warranty

Preconditions for the provision of warranty services free of charge are:

- The customer must inform SMA immediately of any defects ascertained through notification including a brief description of the fault to the SMA Service Line
- Submission of a copy of the purchasing invoice
- The type label on the device must be completely legible.
- For inverters, medium-voltage compact stations (TCS) and Medium Voltage Power Stations (MVPS), all maintenance work regarding intervals and scope are executed and documented in accordance with the respective manufacturer's specifications
- Consultation with SMA or its service partner concerning the next steps

The customer must grant SMA the necessary time and opportunity for performance of all repairs and replacement deliveries considered necessary by SMA at its reasonably exercised discretion. All defective parts shall become the property of SMA.

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

- Transport damage
- Incorrect installation or commissioning by the customer or third parties
- Modifications, changes or attempted repairs by the customer or third parties
- Failure to follow the instructions in the user manual, maintenance regulations and intervals
- Unsuitable use or incorrect operation
- Insufficient ventilation of the device
- Accidents, external influences
- Force majeure (e.g., lightning, overvoltage, storm, fire)

Neither does it cover cosmetic defects or signs of wear and tear that do not affect the energy feed-in.

If the customer requests unnecessary or unjustified service work under this warranty, SMA shall be entitled to invoice the customer for the costs incurred as a result. The same shall apply for waiting periods if the customer fails to provide the service personnel with immediate access to the defective device.

Claims that go beyond the rights cited in the warranty conditions, in particular claims for compensation of direct or indirect damage arising from the device defect, for compensation of costs arising from disassembly and installation, or loss of profits, are not covered by the manufacturer's warranty, insofar as SMA is not subject to mandatory statutory liability. In such cases, please contact the company that sold you the device. Any claims arising out of the law on product liability remain unaffected.

**For more information, visit us at www.SMA-Solar.com under the heading Service.**