



## Performance Conditions – SMA SMART CONNECTED

### § 1 Included SMA products

The service "SMA SMART CONNECTED" (hereinafter "SMART CONNECTED") only applies to SMA products of the following product types provided they are connected to the Internet via the Webconnect function, Sunny Home Manager 2.0 (HM-20) or Data Manager M, were registered in the SMA Sunny Portal (hereinafter "Sunny Portal", see [www.sunnyportal.com](http://www.sunnyportal.com)) and have SMART CONNECTED enabled (as of: 2023-3-3):

- EVC7.4-1AC-10 / EVC22-3AC-10
- SB1.5-1VL-40 / SB2.0-1VL-40 / SB2.5-1VL-40
- SB3.0-1AV-40 / SB3.6-1AV-40 / SB4.0-1AV-40 / SB5.0-1AV-40
- SB3.0-1AV-41 / SB3.6-1AV-41 / SB4.0-1AV-41 / SB5.0-1AV-41 / SB6.0-1AV-41
- SB5.5-LV-JP-41
- SB3.0-1SP-US-40 / SB3.8-1SP-US-40 / SB5.0-1SP-US-40 / SB6.0-1SP-US-40 / SB7.0-1SP-US-40 / SB7.7-1SP-US-40
- SB3.0-1SP-US-41 / SB3.8-1SP-US-41 / SB5.0-1SP-US-41 / SB6.0-1SP-US-41 / SB7.0-1SP-US-41 / SB7.7-1SP-US-41
- SBS3.7-10 / SBS5.0-10 / SBS6.0-10
- SBS3.8-US-10 / SBS5.0-US-10 / SBS6.0-US-10
- STP3.0-3AV-40 / STP4.0-3AV-40 / STP5.0-3AV-40 / STP6.0-3AV-40 / STP8.0-3AV-40 / STP10.0-3AV-40
- STP5.0-3SE-40 / STP6.0-3SE-40 / STP8.0-3SE-40 / STP10.0-3SE-40
- STP 15000TL-30 / STP 20000TL-30 / STP 25000TL-30
- STP 12000TL-US-10 / STP 15000TL-US-10 / STP 20000TL-US-10 / STP 24000TL-US-10 / STP 30000TL-US-10
- STP 50-40/STP 50-US-40/ STP50-JP-40
- STP 33-US-41 / STP 50-US-41 / STP 62-US-41
- STP 110-60
- SHP 100-20 / SHP 150-20 / SHP 125-US-20 / SHP 150-US-20
- SHP 100-21 / SHP 150-21 / SHP 125-US-21 / SHP 150-US-21

### § 2 No restriction on statutory warranty rights

The device seller's statutory warranty obligation and the buyer's corresponding warranty rights are not affected by SMART CONNECTED.

### § 3 Service provider

The service provider is SMA Solar Technology AG (hereinafter "SMA").

## § 4 Service recipient

SMART CONNECTED applies exclusively to (i) buyers that have purchased the devices themselves and have put them into operation for the first time and are using them as a component in a grid-tie system and (ii) buyers that have acquired the SMA products legitimately and with no modifications from the first system operator or from subsequent system operators and are using them as a component in a grid-tie system. Persons other than those mentioned above are not authorized to make claims against SMA arising from and in connection with SMART CONNECTED. Assignment of these claims to persons who are not system operators of the SMA products is ruled out.

## § 5 Geographical scope of application

SMART CONNECTED applies to SMA products in grid-tie systems located in the following countries:

Australia, Austria, Bangladesh, Belgium, Brazil, Bulgaria, Canada, Chile, Cyprus, Czech Republic, France, Germany, Greece, Hungary, India, Israel, Italy, Ireland, Japan, Jordan, Korea, Malaysia, Mexico, Namibia, Netherlands, Northern Ireland, Luxembourg, Pakistan, Palestine, Philippines, Poland, Portugal, Romania, Saudi Arabia, Slovakia, Singapore, South Africa, Sweden, Spain, Sri Lanka, Switzerland, Thailand, Taiwan, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States of America, Vietnam.

Islands and overseas territories of these countries as well as other countries not explicitly mentioned herein are excluded from the geographical scope of SMART CONNECTED.

## § 6 Performance Conditions

The scope of services of SMART CONNECTED differs from the warranty status of the SMA product (under and not under the SMA warranty).

### (1) Under the SMA warranty:

As part of SMART CONNECTED and for the period mentioned in § 7 in accordance with the conditions below and with the SMA data protection declaration, the operating state of the service recipient's system's SMA product is monitored by SMA, and the system data sent by the SMA product to Sunny Portal is recorded and saved by SMA for a limited period of time. If, in the course of monitoring, a deviation from the normal state that is classified by SMA as a device error is detected, SMA uses the data transfer as the basis to evaluate whether the SMA product must be replaced or repaired in accordance with the SMA Factory Warranty or the SMA Extended Warranty purchased by the service recipient in order to restore faultless operation.

It is differentiated between two types of error patterns (error pattern of category 1 and error pattern of category 2) which will be handled differently.

In the case of category 1 error patterns (a fault of the SMA product has already been discovered due to an automatic failure diagnosis), an automatic replacement or repair of the SMA product is triggered. No further clarification is needed. A delivery of service hardware (e.g., a replacement device for the SMA product or spare part of the SMA product) will be scheduled in accordance with the SMA Factory Warranty or the SMA Extended Warranty purchased by the service recipient.

In the case of category 2 error patterns (fault diagnosis to be done), an analysis of the SMA product status is necessary because the error may not be caused by the SMA product. The cause of the error must be analyzed before delivering service hardware. If the SMA product is causing the error, SMA will schedule a delivery of service hardware in accordance with the SMA Factory Warranty or the SMA Extended Warranty.

In the event of a service hardware delivery, the service recipient is informed by an e-mail to his/her e-mail address entered in Sunny Portal. The service hardware is then delivered to the delivery address that he/she entered in Sunny Portal. The delivery address must be located within the geographical scope of application described in § 5. In addition, and as an option, the installer who was entered along with his/her e-mail address in Sunny Portal during registration receives e-mail notification of the delivery of the service hardware, if this person is registered as an e-mail recipient.

(2) **Not under the SMA warranty:**

In the case of category 1 error patterns (a fault of the SMA product has already been detected due to automatic fault diagnosis), the service recipient and, if applicable, the service recipient's installer will be contacted by e-mail about the fault in the SMA product. Whether contact is made regarding required service hardware depends on whether an SMA Online Shop is available in the geographical scope of application (see § 5) and whether the installer is also registered there. If these requirements are fulfilled, the installer's shopping cart is automatically filled with the necessary service hardware. The installer can then order the service hardware for the service recipient at a charge in accordance with the conditions of the SMA Online Shop. If there is no SMA Online Shop in the installer's country or if the necessary service hardware is not available in the SMA Online Shop, a request for a binding offer for the necessary service hardware will be sent to the e-mail address of the service recipient and, if applicable, of her/his installer stored in Sunny Portal. The request can only be accepted by an installer. The service recipient is free to forward the request to an installer.

In the case of category 2 error patterns (fault diagnosis to be done), an analysis of the SMA product status is necessary because the error might not be caused by the SMA product. SMA notifies the registered e-mail recipient of such error events, but does not perform the fault diagnosis. If it should be found that the fault originates from the SMA product, the installer can choose from the regular order options for replacement devices.

(3) **SMA explicitly states that service hardware is understood as electronic equipment that may only be fitted and installed by trained qualified persons (installers). If these persons lack expertise, this may result in danger to property, life and limb.**

(4) The SMA service and delivery obligations are subject to the reservation of complete and timely supply to SMA itself or the complete and timely offer of services by a third party whose services SMA obtains as necessary (advance) service for its own performance.

## § 7 Period of performance and notice of termination

(1) The performance period of SMART CONNECTED differs from the warranty status of the product.

The period of performance "under SMA warranty" (see § 6 (1)) applies to the time frame of the SMA Factory Warranty. If an SMA Extended Warranty has been purchased, the performance period SMART CONNECTED is always extended to the period of the SMA Extended Warranty provided that the service recipient does not disable SMART CONNECTED in Sunny Portal and SMA offers SMART CONNECTED in accordance with § 5.

"Not under the SMA warranty" (see § 6 (2)), the service recipient can enable SMART CONNECTED for his/her SMA product via Sunny Portal at any time. Or after expiration of the service recipient's SMA warranty and non-termination of SMART CONNECTED, it will continue automatically.

(2) The performance period of SMART CONNECTED starts after registration of the SMA product in Sunny Portal and after the SMART CONNECTED service has been selected during the registration process or in a later registration. SMART CONNECTED will continue automatically after initial activation until the service recipient or SMA terminates SMART CONNECTED. The service recipient can disable SMART CONNECTED via Sunny Portal. The deactivation is equivalent to a termination of SMART CONNECTED. After the service recipient has disabled SMART CONNECTED, it is in SMA's sole discretion to allow to resume usage of SMART CONNECTED.

- (3) SMA can terminate SMART CONNECTED in each case at the end of a calendar year with a notice of three (3) months. The termination must be given in writing.

## **§ 8 Transfer of the grid-tie system to new system operator**

If the grid-tie system with the SMA product registered by the service recipient in Sunny Portal is sold to a new system operator, the service recipient is obliged to deregister SMART CONNECTED in Sunny Portal and thus cancel the contractual relationship between SMA and the service recipient. After acquiring the system, the new system operator may sign up in Sunny Portal during the registration process, or at a later date, by selecting SMART CONNECTED.

## **§ 9 Service recipient's obligation to co-operate**

- (1) As part of SMART CONNECTED, the service recipient undertakes to co-operate as follows:
- To register the grid-tie system/SMA product in Sunny Portal (incl. agreement to the terms of use) and to select SMART CONNECTED during the registration process or at a later date
  - Correct, truthful specification of all contact persons in Sunny Portal
  - To register the entered e-mail address of the installer in Sunny Portal
  - To enter the SMA customer number of the installer in the relevant field
  - In the event of a change of data: to update all data in Sunny Portal within ten (10) days (in particular, but not restricted to, data such as e-mail address, telephone number, delivery address) that are requested during the registration process
  - In the event of a service hardware delivery: to immediately register and update the serial number in Sunny Portal via the automatically appearing Replacement Assistant
  - To guarantee a permanent and uninterrupted connection to Sunny Portal
  - To be willing to accept the delivery within the defined delivery period
  - In case of a spare part replacement: active involvement in coordinating a replacement date
- (2) If the service recipient repeatedly fails to fulfill his/her obligations to co-operate in part or in whole after a written deadline has been set by SMA, SMA is authorized to terminate SMART CONNECTED with immediate effect. If the first attempted delivery fails because the service recipient fails to accept the delivery, SMA or the contracted third party makes not more than two further delivery attempts. The service hardware is then returned to SMA. Further delivery attempts are then only made at the request of, and in consultation with, the service recipient. Delivery attempts that were unsuccessful due to incorrect or outdated information in Sunny Portal will be charged to the customer.
- (3) With regard to the transport costs, SMA is authorized to charge the service recipient for the full transport costs caused by the attempted deliveries made after the delivery has been returned to SMA.

## **§ 10 Changes to performance conditions of SMART CONNECTED and change of the contracting party by SMA**

- (1) SMA reserves the right to change these performance conditions of SMART CONNECTED at any time, if required for legal or factual reasons, insofar as the change appears necessary taking into account the interests of SMA and does not place the service recipient at a disadvantage unreasonably or otherwise unfairly in bad faith. In particular, but not exclusively, SMA may change the performance conditions of SMART CONNECTED to the extent that this is necessary due to unforeseeable changes that SMA has no influence on, in order to restore the balance of the contractual relationship as it existed when the contract was concluded. Unforeseen changes that require a contract adjustment to restore the balance of the contractual relationship may result, in particular, from technical innovations

for the services offered or a change in the service offering of a third party whose services SMA receives as necessary advance services. Furthermore, these performance conditions of SMART CONNECTED may be amended as far as it is necessary to fill in a loophole arising after the conclusion of the contract. SMA will communicate changes to the performance conditions of SMART CONNECTED in a timely manner to the service recipient prior to their coming into force. The changes will become effective if the service recipient does not make an objection within two weeks. Upon communicating about these changes, SMA will make the service recipient aware of his/her right to object and the consequences of not doing so.

- (2) SMA is entitled to transfer all or part of the rights and/or obligations arising from SMART CONNECTED to a group company of SMA. SMA will give notice of the transfer to the service recipient in a timely manner prior to its entry into force. The service recipient may immediately terminate SMART CONNECTED in Sunny Portal by deselecting SMART CONNECTED (deactivate).

## **§ 11 COVID 19**

Due to the outbreak of the Coronavirus (COVID-19), SMA cannot reasonably foresee, prevent, overcome, avoid or mitigate any delays which shall be caused by congestion, routing changes, restrictions or measures taken by respective responsible authorities.

## **§ 12 Final validity**

The rights stated in these performance conditions of SMART CONNECTED finally reflect the rights of the service recipient in accordance with SMART CONNECTED. Other claims – including, but not limited to, claims for compensation for direct or indirect damage caused by the defect of the SMA product, claims for compensation for costs arising from disassembly or installation as well as from gaining access to the defective SMA product, and/or loss of power production or profits – are not covered by SMART CONNECTED. The services described only apply for the deviations detected during monitoring. SMA offers no guarantee that all deviations from the normal state will be detected during monitoring.

SMA is not liable for impossibility or for delays, insofar as these are caused by force majeure or other unforeseeable events at the time the contract was concluded (e.g., operational disruptions of all kinds, strikes, lawful lockouts, lack of workers, energy or raw materials, including lack of fuel, mobilization, war, blockade, epidemics/pandemics, export and import ban, fire, traffic blocks), which SMA is not responsible for. Insofar as these events, which are not exhaustively listed, make delivery substantially difficult or impossible for SMA and the hindrance is not only of temporary duration, SMA is entitled to withdraw from SMART CONNECTED or to terminate it. In the event of hindrances of temporary nature, the delivery times are extended or the delivery dates are postponed by the period of the hindrance plus an appropriate start-up period. If the performance of the services of SMART CONNECTED is unreasonable for the service recipient due to the delay, he/she can immediately end SMART CONNECTED by disabling SMART CONNECTED in Sunny Portal.

## **§ 13 Applicable law and place of jurisdiction**

- (1) All claims arising from or in connection with SMART CONNECTED are subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). For a consumer as defined in Art. 6 of Regulation (EC) No. 593/2008, the following applies: In the event that SMA either (i) pursues a commercial or professional activity in the country in whose territory the consumer resides or (ii) in any way pursues such an activity in this country or in several countries, which include this country, and (iii) the contract falls within the scope of this activity, then the above choice of German law does not have the result of depriving the consumer of the protection afforded to him/her by provisions that cannot be derogated from by the agreement by virtue of the law of the state where the consumer resides.

- (2) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with SMART CONNECTED provided that the service recipient is a merchant according to the German Commercial Code, a special fund under public law or a person governed by public law.
- (3) In the event, the service recipient is a Consumer, whose residence or habitual residence is in the European Union or in Countries which are contracting parties to the Agreement on the European Economic Area, the following shall apply: SMA is principally in favor to attend a dispute settlement procedure at the General Consumer Conciliation Body of the Centre for Conciliation in Germany: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl.

**For more information, visit [www.sma-solar.com](http://www.sma-solar.com)**