



SMA Limited Factory Warranty

General Information

This description of SMA Solar Technology AG's (hereinafter "SMA") Limited Factory Warranty is effective and applies to all purchases of the Product Groups stated below conducted after **2025-05-01** and to that extent supersedes all prior SMA Limited Factory Warranty rights.

The SMA Limited Factory Warranty is not a guarantee of durability and does not include guarantee of availability.

No Restriction on Statutory Warranty Rights or other National Statutory Rights

The statutory warranty obligation of the device seller and the corresponding statutory warranty rights of the buyer that may not lawfully be excluded or limited are not affected by this SMA Limited Factory Warranty. Furthermore, should this SMA Limited Factory Warranty violate any national statutory rights that may not lawfully be excluded or limited and that grant the warranty claimant any rights in addition to the SMA Limited Factory Warranty, then such national statutory rights shall not be affected by the provisions of this SMA Limited Factory Warranty.

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1 Warrantor

The warrantor is SMA.

2 Warranty Claimant

The persons who are eligible to raise claims under this SMA Limited Factory Warranty are only:

- (1) Buyers who have purchased the eligible products themselves and have commissioned them for the first time (hereinafter "initial operator") and
- (2) Buyers who have acquired the eligible products legitimately and with no modifications from the initial operator or the initial operator's legal successor(s).

The persons eligible under this SMA Limited Factory Warranty are herein referred to as "warranty claimant". Assigning and/or transferring the rights from this SMA Limited Factory Warranty to persons other than a warranty claimant is not permitted.

3 Eligible Product

The SMA Limited Factory Warranty applies exclusively to **devices of the following product groups**, including their standard feature options and factory-built customizations (hereinafter "eligible product").

Product category	Product group
Battery inverters	Sunny Central Storage: SCS xxxx, SCS xxxx-US, SCS xxxx UP, SCS xxxx UP-S, SCS xxxx UP-US, SCS xxxx UP-S-US, SCS xxxx UP-XT, SCS xxxx UP-XT-US
DC-DC converters	DPS-xxx
Electrolyzer inverters	Electrolyzer Converter: EC UP, EC UP-US
MV products	Medium Voltage Power Station: MVPS-xxxx-S2, MVPS-xxx-S2-US
Power conversion systems	Sunny Central FLEX: PCU50-SOxx-U
PV central inverters	Sunny Central: SC xxxx, SC xxxx-US, SC xxxx UP, SC xxxx UP-US
PV decentral inverters	Sunny Highpower PEAK 3: SHP xxx, SHP xxx-JP, SHP xxx-US, SHP Flex-US
Monitoring and control	SMA Data Manager L (EDML), SMA Hybrid Controller, Power Plant Manager (PPM)

The term "eligible product" also applies when individual device components of an eligible product are hereinafter referred to.

Special Information on Commissioning and Preventive Maintenance of the Eligible Product

- The SMA Limited Factory Warranty only applies to eligible products commissioned by SMA. This restriction does not apply to eligible products of the product group SMA Data Manager L and Sunny Highpower PEAK 3.
- The warranty claimant must properly maintain the eligible product. Preventive maintenance is proper if it is carried out by a qualified person in accordance with the maintenance documents published by SMA, including maintenance protocols and requirements, and performed within the time intervals specified therein. The warranty claimant must adhere to the latest maintenance documents published by SMA at the time of any given maintenance. The maintenance documents of eligible products valid at the time of each maintenance are available to the warranty claimant at www.SMA-Solar.com.

- The warranty claimant must transmit proof of the properly conducted preventive maintenance to SMA within a reasonable period of time. This is deemed to have been fulfilled if the warranty claimant submits the maintenance reports to SMA within 12 weeks after the preventive maintenance is due, in accordance with the maintenance documents published by SMA.
- If the warranty claimant does not submit clear proof in due time, this SMA Limited Factory Warranty is suspended until SMA carries out an on-site condition check of the eligible product for a fee.

4 Geographic Scope of Application

This SMA Limited Factory Warranty applies **worldwide**. The scope of the warranty services depends on the operating location of the eligible product (see below).

5 Warranty Period

The warranty claimant receives an SMA Limited Factory Warranty of **63 months** from the date of delivery in accordance with the Incoterms® agreed in the sales contract concluded with SMA.

Impact of Warranty Services on the Warranty Period

If components of an eligible product are replaced under this SMA Limited Factory Warranty, the components used will be covered by the same remainder of the warranty period as the repaired eligible product. If the entire eligible product is replaced under this SMA Limited Factory Warranty, the remainder of the warranty period will be transferred to the replacement device.

Impact of Product Registrations on the Start of the Warranty Period

If product registration occurs on the SMA website (<https://www.SMA-Service.com/s/product-registration>) within 12 months of the delivery date as per the Incoterms agreed in the sales contract concluded with SMA, the warranty period for eligible products of the product group Sunny Highpower PEAK 3 begins when the eligible product is commissioned. Only the warranty claimant is entitled to register the eligible product.

6 Warranty Services

This SMA Limited Factory Warranty covers only the costs of **defects in workmanship and materials** during the warranty period.

Rendering of Warranty Services by Authorized SMA Partners

SMA reserves the right to have the warranty services specified in this SMA Limited Factory Warranty rendered by SMA authorized partners.

Rendering of Warranty Services by Authorized Warranty Claimants

If SMA has authorized the warranty claimant in advance to render warranty services independently, then, subject to prior case-specific written approval by SMA, employees of the warranty claimant qualified and certified by SMA can perform non-remunerated repair work as part of the repair at their own risk. SMA has the right to revoke this authorization at any time without reason. A repair of the eligible product performed by a qualified and certified employee of an authorized warranty claimant approved in advance by SMA does not lead to an exclusion of the warranty.

Rendering of Warranty Services

- SMA will, at its own discretion, repair or replace the defective eligible product. SMA will, at its option, use new and equivalent-to-new parts of the original or improved design.
- The replacement devices or components used by SMA within the scope of the warranty services may have cosmetic and surface defects that do not affect the functions or the safety conformity of the eligible product.
- If the warranty claimant previously purchased replacement devices or components from SMA and stored them at their own risk, and if SMA, in its own discretion, determines that these replacement devices or components are faulty or otherwise unsuitable to be used, then SMA is not obliged to use these replacement devices or components to remove the defect, nor must SMA replace them in accordance with this SMA Limited Factory Warranty.
- SMA will determine whether the defective eligible product can be disposed of or must be returned by the warranty claimant to SMA. SMA will provide instructions for proper return or disposal of the defective eligible product.
- If the warranty claimant is responsible for the return shipment, items will not be accepted without a valid RMA (Return Material Authorization) number obtained from SMA that is clearly displayed on or included in the packaging of the returned eligible product.
- If SMA has decided to request from the warranty claimant the return of the eligible product, SMA reserves ownership of the replacement devices or components delivered until receipt of the defective eligible product. All defective eligible products shall become the property of SMA upon receipt at SMA's return facility for final retention.

Scope of Warranty Services Based on the Operating Location

The scope of the SMA Limited Factory Warranty depends on the operating location of the eligible product. The countries (excluding their overseas territories and associated island territories) listed below are hereinafter referred to as "primary support countries".

- When an eligible product is operated in a primary support country, the warranty services extend beyond the costs of work carried out on site by SMA personnel and material costs to remove defects in workmanship and materials to include the transport, export, import and customs costs as part of the repair for defective eligible products or replacement devices and components to the reception location (but not within the plant premises), as well as travel and accommodation costs for SMA personnel.
- If the operating location is not in an SMA primary support country, the warranty claimant shall bear all costs other than for on-site work carried out by SMA personnel and material costs for repair not included in the scope of the warranty services in accordance with this SMA Limited Factory Warranty. The costs to be borne by the warranty claimant include, but are not limited to, packaging, transportation, export certifications, inspections, taxes, and customs duties costs for replacement and return shipment of eligible products, as well as costs for travel, accommodations, and expenses of SMA Service personnel for warranty services rendered on site.

The following SMA primary support countries apply to all eligible products:

Australia	Austria	Brazil	Bulgaria	Canada*	Chile	Denmark
France	Germany	Greece	Hungary	India	Israel	Italy**
Japan	Jordan	Malaysia	Mexico	Netherlands	New Zealand	Philippines
Poland	Portugal	Puerto Rico	Romania	Slovakia	South Africa	South Korea
Spain	Thailand	Turkey	United Arab Emirates	United Kingdom	United States	Vietnam

*Applies exclusively to Ontario and Quebec provinces, **Including the islands Sicily and Sardinia

The following SMA primary support countries apply in addition and specific only to the Sunny Highpower PEAK 3:

EU countries	Liechtenstein	Monaco	San Marino	Switzerland	Taiwan	Vatican City
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Scope of Warranty Services Based on the Eligible Product

If the eligible product is a device from the product group Sunny Highpower PEAK 3, the following apply:

- Regardless of the operating location, all work to be performed on site is excluded from the warranty services in accordance with this SMA Limited Factory Warranty, unless SMA decides to repair the defective eligible product on site.
- SMA can, at its option, also remedy the manufacturing or material defect either at an SMA repair facility or at a repair facility of a service partner appointed by SMA.
- SMA can demand advance payment for the value of the replacement device and other costs not to be borne by SMA in the context of removing the defect before shipment. SMA will refund to the warranty claimant the amount received by the warranty claimant as advance payment of the value of the replacement device once the warranty claimant has returned to SMA the defective eligible product and this defective eligible product does not have any further defects not previously made known to SMA.

Written Confirmation of the Warranty Services to be Rendered

The warranty services to be rendered by SMA in accordance with this SMA Limited Factory Warranty apply only if the course of action is agreed with and confirmed in writing by SMA in advance.

Assumption of Other Costs and Rendering of Warranty Services not Covered by This SMA Limited Factory Warranty

SMA informs the warranty claimant in advance of rendering warranty services as per this SMA Limited Factory Warranty of all costs to be borne by the warranty claimant. If it emerges before, during, or after rendering warranty services that the costs and expenses incurred by SMA do not constitute services in accordance with this SMA Limited Factory Warranty, the warranty claimant is obliged to bear all resulting costs. Excluded from this are the costs and expenses incurred by SMA when investigating the raised warranty claim remotely.

7 Exercise of Rights under This SMA Limited Factory Warranty

SMA can be contacted via the SMA Service Center or www.SMA-Solar.com (SERVICE & SUPPORT section) to exercise rights under this SMA Limited Factory Warranty.

Exercise of Rights by Other Persons

Persons other than the warranty claimant are not authorized to assert claims against SMA under this SMA Limited Factory Warranty unless they act on behalf of the warranty claimant and were authorized by the warranty claimant.

Information to be Provided by the Warranty Claimant

As part of the investigation and assessment of the raised warranty claim as well as the repair by SMA, the warranty claimant must provide the following information upon request (if available in full, reporting the defect is considered a "qualified service case"):

- Name, phone number and email address of the person reporting the fault and of the company
- Name, phone number and email address of a representative of the person reporting the fault as well as other relevant contact persons
- Name of the system owner or their project company
- Site name and address
- Recipient and address for material deliveries
- Serial number and local equipment designation (e.g., Station 3B, Inverter A) of all eligible products concerning the matter
- Installation height (from ground level) of the affected eligible product
- Photo of the type label of the affected eligible product
- Commissioning report acknowledged by SMA for the affected eligible product as well as the date of commissioning
- Copy of the purchase invoice with the serial number of the eligible product (only applies to eligible products of the product group Sunny Highpower PEAK 3)
- Firmware version of the affected eligible product
- Date and time the fault occurred as well as the first detection of the fault
- Current state of the affected eligible product (e.g., in operation at full capacity, in operation at reduced capacity, out of operation)
- Description of any modifications performed on the affected eligible product
- Detailed description of the matter, error code(s) or diagnostic light patterns displayed or recorded
- Description of actions taken immediately or some time before the fault
- System information (e.g., single-line diagram) pertinent to the investigation
- Clear photo documentation that captures all conditions that deviate from the target condition
- Compressed file download of the eligible products included in the investigation (unless it is impossible to retrieve data due to lack of power supply)
- Time series of data reflecting the actual load profile of the inverters
- Operational records confirming compliant device operation of the eligible product

Obligations to Cooperate when Exercising Rights under This SMA Limited Factory Warranty

- The warranty claimant agrees to cooperate in investigating the raised warranty claim and in the repair when exercising rights under this SMA Limited Factory Warranty.
- The warranty claimant promptly notifies SMA of a potential eligible product fault as soon as an indication of such a fault occurs.
- Reporting a potential defect as well as supporting the investigation and repair are to be performed by a qualified person who is qualified to safely access the equipment and who meets the latest local jurisdiction requirements (including, EN 50110 (European standard), NFPA 70 (NEC) and NFPA 70E (Electrical Safety), CSA Z462 (Canada)).
- The reporting and/or supporting person must be present on site at the time of reporting and during the joint investigation of the raised warranty claim and must have access to the eligible product and the necessary authority to represent the warranty claimant and to participate in exercising rights arising from this SMA Limited Factory Warranty. This applies to both attended and unattended systems. For unattended sites, SMA may require that the warranty claimant provide and pay for a site escort.
- A qualified employee of the warranty claimant must perform measurements and other supporting work on the eligible product upon request and must be equipped with the required tools as specified in the SMA device instructions.
- The warranty claimant must observe the relevant safety regulations (UL, CSA, VDE, IEC, etc.) and applicable operation manuals published by SMA when installing or operating the eligible product.
- The warranty claimant is exclusively liable for the safety of the technicians, representatives, or service providers engaged or commissioned by them.
- The warranty claimant is fully responsible for creating and implementing their own site safety policy/policies and informing SMA and/or SMA authorized partner personnel about all relevant safety protocols applicable on the site.
- The warranty claimant will supply at their costs electrical power, lubricants, fuels, water, lighting, and any other energy sources required to remedy the manufacturing or material defect.

Obligations to Cooperate when Investigating and Assessing the Matter Remotely

The warranty claimant must provide the information mentioned in this SMA Limited Factory Warranty upon request. Furthermore, upon request, the warranty claimant must provide to SMA remote access (including appropriate internet connection and necessary login credentials) to the systems to enable SMA to remotely investigate the raised warranty claim and to access the affected eligible products remotely.

Receipt, Acceptance, and Transport of Replacement Devices and Components from the Receiving Location

- The warranty claimant is responsible for proper receipt and acceptance (including immediate quality inspection upon goods receipt) of the agreed-upon material delivery.
- If the receiving location agreed upon when the material was delivered differs from the operating location of the eligible product, the warranty claimant is responsible for the cost and coordination of the proper transport of the replacement devices and components from the receiving location to the operating location.
- The warranty claimant is responsible for proper intermediate storage of replacement devices and components at the receiving location and within the plant premises.

- The warranty claimant is responsible for and bears the cost of the proper transport and unloading of replacement devices and components at and within the plant premises. The warranty claimant must provide, coordinate, and operate the equipment, material-handling equipment (including, and without limitations, forklifts and pallet trucks) and lifting gear (including, and without limitation, cranes and specific lifting devices) necessary for the installation and horizontal and vertical transport of replacement devices and components. The warranty claimant must follow the installation and transport conditions in accordance with the operating instructions and operating manuals relating to the eligible product.

Compliance with the Site Safety Concept

The warranty claimant is responsible for observing the site safety standards, regulations, codes, and rules. The warranty claimant will provide SMA personnel at no cost to SMA any required site-specific protective clothing or protective equipment that is not part of SMA's standard safety equipment. Such site-specific protective clothing and protective equipment supplements, but does not replace, SMA's standard safety equipment.

Avoidance of Waiting Periods

If the warranty claimant is not present at the operating location at the agreed time when the SMA personnel arrive or if the start of the agreed repair is delayed for other reasons to the detriment of the warranty claimant, the warranty claimant agrees to reimburse SMA for the resulting waiting periods and additional costs and expenses incurred.

Access to the Defective Eligible Product

The warranty claimant must grant SMA access to the defective eligible product and establish the safe and appropriate working conditions necessary to remove defects. This includes, in particular and at no cost to SMA, the safe and direct access to the defective eligible product and related equipment with a light-duty vehicle (four metric tons) or, if necessary, also with heavy-duty vehicles and cranes. This also includes the provision of platforms that comply with local jurisdiction requirements when working at heights.

Preparing the Defective Eligible Product for the Investigation of the Matter and Repairs

The warranty claimant is responsible for isolating, disconnecting/bypassing, and reconnecting both the medium-voltage grid and low-voltage inverter side connection points and for disconnecting the DC side of the defective eligible product. These measures must be taken before the appointed SMA personnel arrive.

Disassembly and Transport of Eligible Products within the Plant Premises

The warranty claimant must bear the cost of, provide, coordinate, and operate the equipment, material-handling equipment (including, without limitation, forklifts) and lifting gear (including, without limitation, cranes and specific lifting devices) necessary for horizontal and vertical transport during disassembly of eligible products. The warranty claimant is responsible for proper transport, intermediate storage, and loading of eligible products within the plant premises.

Transport Preparation and Return of Eligible Products for Repair and Final Retention at SMA

- The warranty claimant is responsible for preparing the defective eligible product for return shipment in suitable transport packaging.
- If the return shipment is not included in the scope of the warranty services as per this SMA Limited Factory Warranty and if SMA does not receive the requested defective eligible product within 30 days of the rendered warranty service, the warranty claimant must pay to SMA the value of the delivered replacement device or replacement components. If the defective eligible product is returned after the 30-day period to SMA, the warranty claimant bears the costs of administering the overdue return shipment.

8 Warranty Exclusions

The following warranty exclusions apply:

- (1) All defects in workmanship and materials
 - of purchases before 2025-05-01
 - that are not immediately reported to SMA
 - that are reported to SMA outside the warranty period
 - on devices not marketed by SMA
 - on devices that are not eligible products
 - on devices not commissioned by SMA or partners authorized by SMA (does not apply to devices of the product group SMA Data Manager L and Sunny Highpower PEAK 3)
 - on devices that are operated outside of the specifications defined by SMA
 - on devices that were improperly operated and/or maintained
 - on devices for which SMA has not received evidence from the warranty claimant of the correct performance of preventive maintenance within a reasonable time (12 weeks from due date)
 - on devices whose type label is not fully legible
 - on devices to which unauthorized changes were made by the warranty claimant or third parties
 - on devices that were repaired or attempted to be repaired by the warranty claimant or other persons without authorization by SMA
 - on devices on which work not authorized by SMA was performed by the warranty claimant or other persons
- (2) All cosmetic or surface defects that do not directly and adversely affect the eligible products' functions or the safety conformity of the eligible product

(3) All defects that are not defects in workmanship and materials, including, but not limited to, defects that have arisen due to one of the following causes:

- Failure to observe the technical documentation and manuals and/or the related protocols and/or requirements
- Improper handling, transport, storage, or repackaging contrary to SMA requirements
- Incorrect installation or incorrect parameter settings not provided by SMA
- Insufficient ventilation of the eligible product (including, without limitation, any consequential thermal damage)
- Improper forced shutdown of the eligible product
- Tests or component disassembly/reassembly of eligible products during installation, commissioning, and/or operation not authorized by SMA or not in accordance with the installation or operation manual of the eligible product
- Modifications and changes to the eligible products not authorized by SMA
- Mechanical and physical adjustments, in particular, to bushings, T-body connectors, or any other medium voltage components and assemblies
- Repairs authorized by SMA that were conducted incorrectly by the warranty claimant
- Corrosion due to operation in coastal regions, exposure to saltwater atmospheres or other aggressive atmospheres, or operation in ambient conditions out of the specification as defined in the operating manual of the eligible product
- Incorrect function of upstream protection systems including, but not limited to, switchyards, substations or other electrical equipment between SMA devices and the grid connection of the site
- Operating conditions of the energy system or parts thereof that are outside the specifications of eligible products, including but not limited to excessively high or low voltage, voltage spikes or dips, harmonics, frequency deviations, and network faults
- Incorrect function of the warranty claimant's SCADA or other site control systems
- Insufficient or insecure protection of the communication network or device interfaces against unauthorized access
- External influences
- Accidents
- Force majeure, including, but not limited to, overvoltage, lighting strikes, floods, fires, earthquakes, storm damage, pest damage, and rodent damage

(4) All defects subject to regular wear and tear, including but not limited to fuses, filters, batteries, and surge protection devices, including those that are to be replaced during preventive maintenance

If one or more of the following temporary impediments to performance exist, SMA is exempt from providing services for the period in which the impediments to performance exist:

- SMA has not yet provided written confirmation of the manufacturing or material defect.
- A manufacturing or material defect cannot be conclusively inspected or assessed by SMA due to a lack of cooperation from the warranty claimant.
- The working conditions at the operating location are deemed unsafe by SMA personnel.
- The weather conditions at the operating location are temporarily deemed unsafe or unreasonable by SMA personnel.
- An Area Risk Assessment in accordance with this SMA Limited Factory Warranty does not support work on site.

Area Risk Assessment

Following international best practices as well as its employee security policy, SMA constantly evaluates the risk potential of areas in which on-the-ground services are likely to be rendered for SMA devices. Such risk evaluation is based on international assessment standards, in particular the Country Security Assessment Rating (CSAR) as applied by WorldAware® or comparable institutions (hereinafter the "Area Risk Assessment"). Aspects considered in an Area Risk Assessment include inter alia risk of war (whether undeclared or not), terrorism, riots, kidnapping or comparable threats.

Against this background, the following stipulations apply:

(1) If an Area Risk Assessment leads to the conclusion that a WorldAware® rating of 5 (very high), a similar rating from a comparable institution or a travel ban from the German Federal Foreign Office applies for a particular area, SMA's obligations under this SMA Limited Factory Warranty to render on-site warranty services are suspended for the period during which such "very high" risk rating or such travel ban applies.

(2) If such an Area Risk Assessment leads to a WorldAware® rating of 4 (high) or a similar rating from a comparable institution and there is no travel ban from the German Federal Foreign Office, SMA will render on-site Warranty Services under this SMA Limited Factory Warranty only if travel to the area is not prohibited or canceled due to concerns in the reasonable opinion of the SMA security officer. In the event of service provision, the warranty claimant must fulfill the following obligations to cooperate:

- The warranty claimant ensures full security (including, without limitation, possible evacuation) for SMA personnel during their entire stay in such area
- The warranty claimant bears the costs of such full security protection
- The warranty claimant has to provide SMA in due time (at least 30 days) before any services shall be rendered with a written communication including a detailed protection plan on how full security for SMA personnel will be ensured for the services as well as a statement that the warranty claimant will cover the respective costs directly and in full.

SMA will duly provide the warranty claimant with a written communication describing the result of the Area Risk Assessment as well as its obligations it is prevented from performing, and the effective date of such suspension.

9 Final Validity

The rights mentioned in this SMA Limited Factory Warranty reflect the rights of the warranty claimant in accordance with this SMA Limited Factory Warranty. No other claims are covered by the SMA Limited Factory Warranty, including, but not limited to:

- Claims for compensation for energy production/energy storage/energy conversion losses or lost yields or profits
- Claims for compensation for direct or indirect damage caused by the defective eligible product, including, but not limited to, consequential, punitive or special damages, interest and other financing expenses, cost of purchase or replacement power, loss of information or data
- Claims for compensation for costs arising from warranty claimant's personnel or third parties not authorized by SMA (such as, but not limited to, working hours, travel expenses, accommodation)
- Claims for compensation for costs resulting from the fulfillment of the warranty claimant's obligation to cooperate
- Claims for compensation for costs arising from disassembly or installation
- Claims for compensation for any hazardous, controlled or otherwise unnatural material discharge, cleanup, or disposal related to defects or damage from, but not limited to, medium voltage transformers/switchgear or insulating fluids/gases contained within

If the warranty claimant requests unnecessary or unjustified service work under this SMA Limited Factory Warranty, SMA shall be entitled to invoice the warranty claimant for the costs incurred as a result.

SMA periodically provides firmware updates at its sole discretion for products purchased from SMA. Such firmware updates will be made available to the warranty claimant "as is" and normally at no additional cost. SMA does not assume any obligation for the reimbursement of expenses and providing any maintenance, support, further updates, or configuration changes resulting out of or in connection with the SMA firmware update. Unless there is evidence of willful or grossly negligent fault on the part of SMA, SMA does not assume any liability for direct, indirect, incidental, or consequential damages, including loss of production, loss of profits or any additional expenses, that resulted from or in connection with the SMA firmware update, regardless of whether it is carried out remotely or manually, even if the user has been informed of the possibility of such damage.

The warranties expressly set forth above and herein are the exclusive warranties made by SMA with respect to the devices. UNLESS AND TO THE EXTENT ANY MANDATORY APPLICABLE LAWS PROHIBIT SUCH CONSTRAINT, SMA DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND OBLIGATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING FOR GREATER CERTAINTY, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10 Export Restrictions

- (1) The Customer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied in connection with the Deliveries that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Customer shall furthermore not sell, export, or re-export, directly or indirectly, to the Republic of Belarus or for use in the Republic of Belarus any goods supplied in connection with the Deliveries that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.
- (2) The Customer shall ensure that the purpose of section 1 is not frustrated by any third parties in the commercial chain, including by possible resellers.
- (3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties in the commercial chain, including by possible resellers, that would frustrate the purpose of section 1.
- (4) The Customer shall immediately inform SMA about any problems in applying section 1, 2, or 3. In case of doubt about the existence of a problem, Customer shall provide SMA with the relevant information that allows SMA to assess the situation itself. The Customer shall make available to SMA information concerning compliance with the obligations under section 1, 2, and 3 within two weeks of the simple request of such information.
- (5) Any violation of section 1, 2, or 3 shall constitute a material breach of contract, and SMA shall be entitled to seek appropriate remedies, including, but not limited to:
 - a) termination of the contract, and
 - b) a penalty of 3 % of the total price of the goods sold, unless the Customer is not responsible for the breach.
In case SMA and the Customer have entered into a framework agreement, the penalty shall be 3 % of the total price of the goods sold under that agreement, unless the Customer is not responsible for the breach.

11 Applicable Law and Place of Jurisdiction

All claims arising from or in connection with this SMA Limited Factory Warranty are subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this SMA Limited Factory Warranty provided that the warranty claimant is a Merchant according to the German Civil Code, a legal entity under public law or a person governed by public law.

For more information, please visit the "Service" section of our website at www.SMA-Solar.com