



## **SMA Limited Factory Warranty**

Note: this description of SMA Solar Technology AG's (hereinafter "SMA") Limited Factory Warranty is effective and applies to all purchases of the Product Types stated below conducted after **2023-02-15** 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 device availability. It applies exclusively to new devices of the following Product Types:

ELECTROLYZER CONVERTER: EC-xxxx-UP, EC-xxxx-UP-US

SUNNY CENTRAL: SC-xxxx-UP, SC-xxxxUP-US, SC xxxCP-JP, SC-xxxx, SC-xxxx-US, SCxxxx-EV, SC-xxxx-EV-US

SUNNY CENTRAL STORAGE: SCS xxxx, SCS-xxxx-US, SCS-xxxx-EV, SCS-xxxx-EV-US, SCS-xxxx-UP, SCS-xxxx-UP-US, SCS-xxxx- UP-XT, SCS-xxxx- UP-XT-US

SMA DC/DC CONVERTER: DPS-500

MEDIUM VOLTAGE BLOCK: MVB-US, MVB-EV-US

MEDIUM VOLTAGE POWER STATION: MVPS-xxxx, MVPS xxxSC, MVPS xxxSC-JP, MVPS-xxxx-S2, MVPS-xxxx-S2-US, MVPSxxxx-S4-US, MVPS-xxxx-S-AU, MVPS-xxxx-S2-AU

SMA POWER PLANT CONTROLLER: PPC-10

SMA REDUNDANCY CONNECTOR: PPM-RC-10

SMA HYBRID CONTROLLER: HYBRID-CONTROLLER

POWER PLANT MANAGER: PPM-10

SMA DATA MANAGER L: EDML-10

SUNNY HIGHPOWER PEAK3 ("SHP PEAK3"): SHP xxx-21, SHP xxx-US-21, SHP xxx-JP-21, SHP xxx-20, SHP xxx-US-20, SHP xxx-JP-20

### **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 which 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 which may not lawfully be excluded or limited and which 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.

### **Warrantor**

The warrantor is SMA. SMA reserves the right to have the services specified in this SMA Limited Factory Warranty conducted by SMA authorized partners.

## Warranty Eligibility

The persons who are eligible to raise claims under this SMA Limited Factory Warranty are only (i) buyers that have purchased the devices themselves and have put them into operation for the first time (herein "Initial Operator") and (ii) buyers that have acquired the devices 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". Other persons are not authorized to assert claims against SMA under this SMA Limited Factory Warranty unless authorized by the warranty claimant. Assigning and/or transferring these rights to persons other than a warranty claimant is not permitted.

## Optional: Corrective Maintenance – 1 Component Exchange by Customer

Under the SMA Limited Factory Warranty the Customer has the option to perform the Corrective Maintenance -1 component exchange for the Sunny Central/Sunny Central Storage products after successfully completing the Preventative and Corrective Maintenance training offered by SMA for purchase. If this option is selected for the Factory Warranty period all components and Corrective Maintenance – 2 component exchange will be warranted and performed by SMA. An additional appendix will be provided concerning the process, training and requirements to perform the Corrective Maintenance – 1 component exchange if this option is selected.

## Warranty Period

For the devices of the Product Types mentioned above, including their standard feature options and factory built customizations, the warranty claimant receives a **63-MONTH** SMA Limited Factory Warranty from delivery date per agreed Incoterm in the sales contract from SMA unless a different warranty period has been agreed to between Warrantor and Buyer.

If structural or unauthorized changes or unauthorized (attempted) repairs of the device have been made, and SMA has not requested these changes or repairs, the SMA Limited Factory Warranty will be terminated on the date these structural or unauthorized changes or unauthorized (attempted) repairs were made, regardless of the period mentioned above. If damage has been sustained to any structurally altered or (attempted) repaired devices that were not altered or (attempted) repaired at SMA's request, the costs incurring in order to repair the damages, regardless of whether these structural changes were cause of these damages, are not covered by this SMA Limited Factory Warranty. SMA will inform the warranty claimant in advance about these costs. The repair will be performed depending on the warranty claimant's consent to cover these costs.

## Specific Warranty Period Information for the SUNNY HIGHPOWER PEAK3

Independent of the duration of the SMA Limited Factory Warranty, for the SHP PEAK3 the warranty period begins when the device is first commissioned (in line with the commissioning report) or the invoice date by the first warranty claimant. The requirement for this is a product registration on the SMA homepage ([www.my.sma-service.com/s/product-registration](http://www.my.sma-service.com/s/product-registration)) within 12 months after commissioning or the invoice date for the first warranty claimant. If the product registration does not occur, the factory warranty period for the SHP PEAK3 will begin on the delivery date per agreed Incoterm in the sales contract from SMA.

## Geographic Scope of Application

This SMA Limited Factory Warranty applies worldwide. Warranty coverage may vary in certain countries within the geographic scope of application (see below).

## Warranty Coverage

This SMA Limited Factory Warranty covers the costs of defects in workmanship and materials during the warranty period according to these conditions. SMA will, at its own discretion, repair or replace the defective part(s) or the device according to the specific conditions as mentioned below, provided that:

- a trained person properly maintains the equipment according to the published SMA and/or manufacturer maintenance documents including, without limitation, any protocols, regulations, and intervals required therein, (the type label on the device must be completely legible), and;
- the warranty claimant promptly notifies SMA of a device fault or defect as soon as an indication of such a fault or defect occurs, and;
- SMA, through remote diagnosis or inspection, establishes the existence of such a defect covered by this SMA Limited Factory Warranty.

SMA will, at its option, use new and/or equal to new condition parts of original or improved design in the repair or replacement of the warranty claimant's device.

### Specific Information for the SUNNY HIGHPOWER PEAK3

If a SHP PEAK3 becomes defective during the warranty period, the device will be (at the discretion of SMA):

- replaced with a device of equivalent value with regard to product type and age, or
- repaired on-site by SMA or a service partner appointed by SMA (when SMA reasonably concludes that the geographical area in which the system is operated is deemed too risky to render on-site services, SMA's obligations to render these services for said area are suspended for the period in which such risk is reasonably deemed to exist), or
- repaired at SMA's premises by SMA or a service partner appointed by SMA, or the warranty claimant must accept a replacement device of equivalent value with regard to product type and age even if it has cosmetic defects that do not affect energy production, or safety compliance. SMA will, at its option, use new and/or equal to new condition parts of original or improved design in the repair or replacement of the warranty claimant's device.

### Specific Information if SMA chooses to Supply a Replacement Device (specific for SHP PEAK3)

If SMA decides to replace the device, SMA will at its discretion either send in advance a replacement device or send a replacement device after prepayment of the value of the replacement device and the costs of delivery, or send a replacement device after receipt of the defective device. As required by SMA, the warranty claimant must return the defective device at its own risk in a packaging that is suitable for its transportation to an address defined by SMA that will be located within the same country that the replacement device is shipped from. The costs for removal and replacement of the device, as well as the transportation costs for sending the replacement device and returning the defective device (including, but not limited to, export certifications, inspections, and customs duties) are to be borne entirely by the warranty claimant. However, if the device is installed in a **SMA Primary Support Country**, (see table below) the SMA Limited Factory Warranty will also cover transportation costs, export certifications, inspections, and customs duties for replacement and returned devices.

SMA will retain ownership of the replacement device that has been delivered until it receives the defective device.

If SMA has decided to request from the warranty claimant the prepayment of the value of the replacement device before delivery of the replacement device, SMA will refund to the warranty claimant the amount received by the warranty claimant as prepayment of the value of the replacement device once the warranty claimant has returned to SMA the defective device and this defective device does not have any further defects not previously made known to SMA.

If the warranty claimant returns the defective device more than thirty (30) calendar days after receipt of the replacement device, then SMA has the right to charge the warranty claimant for the cost of administering the overdue RMA (Return Material Authorization) account. Return items will not be accepted without a valid RMA number obtained from SMA that is clearly displayed on the returned items packaging.

### **Specific Information if SMA chooses to Repair a Device at SMA's Premises (specific for SHP PEAK3)**

If the device is to be repaired at SMA's premises, the warranty claimant must remove the defective device and send it for repair to SMA in Kassel, Germany at its own risk in a packaging that is suitable for the transportation. Once the device has been repaired at SMA's premises, SMA will return the repaired device to the warranty claimant. The costs for removal and replacement of the device, as well as the costs for sending the device to SMA's facilities in Kassel, Germany and returning it to the warranty claimant including, but not limited to, transportation costs, export certifications, inspections, and customs duties are to be borne entirely by the warranty claimant. However, if the device is installed in a **SMA Primary Support Country**, (see table below), the SMA Limited Factory Warranty will also cover transportation costs, export certifications, inspections, and customs duties for the returned and repaired device.

### **Specific Requirements regarding Commissioning**

The SMA Limited Factory Warranty only applies to devices which have been commissioned by an employee of the SMA group itself or a SMA authorized partner. This restriction does not apply to the SMA Data Manager L (EDML-10), the SHP PEAK3, and devices which the Customer has received commissioning training on from the SMA Solar Academy.

### **Specific Requirements regarding Operation and Preventative Maintenance**

The following provisions apply to operation, preventative maintenance and required documentation thereof:

- The SMA Limited Factory Warranty requires that the device is operated within applicable specifications, and maintained per the manufacturer's maintenance manuals and protocols.
- To determine the validity of the SMA Limited Factory Warranty, SMA reserves the right to request documented proof of true records of proper preventative maintenance before servicing, as well as true records showing the devices have been operated in compliance with their specifications. If a copy of each protocol of the preventative maintenance from the start of the Factory Warranty period is not provided to SMA upon request, the SMA Limited Factory Warranty is void. This also applies should no operational records be provided confirming compliant device operation.
- If remote or on-site diagnostics are performed in response to damage, defect, or reduced performance and the underlying cause of the reported issue is determined to be the result of improper operation or preventative maintenance (either lack thereof, performed at irregular intervals, or physical damage caused negligently or otherwise), SMA will require payment for services not covered under this SMA Limited Factory Warranty prior to any repair activity taking place, included but not limited to the cost of any parts, labor and transportation that may be necessary to make a complete repair.

### **Specific Information regarding Repair Coverage**

When devices are installed in a **SMA Primary Support Country** (see table below), the SMA Limited Factory Warranty includes replacement parts and/or exchange devices, repair labor costs, transportation costs, export certifications, and inspection as well as travel, accommodations, and expenses for SMA Service personnel for on-site repairs. If the installation site is not in a SMA Primary Support Country, the warranty claimant shall bear costs, including, but not limited to packaging, transportation, export certifications, inspections, taxes, and customs duties costs for replacement and return parts, as well as the travel, accommodations, and expenses of SMA Service personnel for on-site repairs.

## Specific Information on the Coverage of Other Costs

SMA will inform the warranty claimant of any costs (including, but not limited to transportation, customs duties, travel, and/or accommodation to the extent they are not covered by this SMA Limited Factory Warranty) that require payment in advance of the repair action. The repair will be performed depending on the warranty claimant's consent to cover these costs.

### SMA Primary Support Countries (Countries in **bold** are in addition and specific only for the SHP PEAK3)

SMA Primary Support Countries are the following countries, however excluding their associated islands and overseas territories:

Australia	Austria	Brazil	Bulgaria	Canada*	Chile	Denmark
France	Germany	Greece	Hungary	India	Israel	Italy
Japan	Jordan	<b>Liechtenstein</b>	Mexico	<b>Monaco</b>	Netherlands	<b>New Zealand</b>
<b>Other EU countries</b>	Philippines	Poland	Portugal	Puerto Rico	Romania	<b>San Marino</b>
Slovakia	South Africa	South Korea	<b>Switzerland</b>	Spain	<b>Taiwan</b>	Thailand
Turkey	United Arab Emirates	United Kingdom	United States of America	<b>Vatican City</b>	Vietnam	

\*Applies exclusively to Ontario and Quebec provinces

## Warranty Exclusions

### Temporary exclusion of SMA services in high risk areas:

Following international best practices as well as its employee security policy, SMA constantly evaluates the risk potential of areas in which on-the-ground and other services are likely to be rendered for SMA devices (hereinafter the "Services"). Such risk evaluation is based on international assessment standards, in particular the City/Country Security Assessment Rating (CSAR) as applied by WorldAware® or comparable institutions (hereinafter the "Area Risk Assessment"). Aspects considered in such 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) In case that 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 Services like repair works are suspended for the period during which such very high risk rating or such travel ban applies.
- (2) In case that 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 Services under this SMA Limited Factory Warranty only if:
  - the warranty claimant ensures full security (including possible evacuation) for the SMA personnel during its entire stay in such area, and
  - the warranty claimant bears the costs of such full security protection, and
  - travel to the area is not withheld due to concerns by SMA's Security Officer made in its reasonable discretion.

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 cost directly and in full. In case the warranty claimant does not provide for a satisfactory protection plan on time or denies covering such security costs, SMA's on-site obligations under this SMA Limited Factory Warranty shall be suspended for the period during which such high-risk rating applies.

- (3) In both scenarios (1. and 2. above), SMA shall not be deemed to be in breach of its obligations under this SMA Limited Factory Warranty.
- (4) 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.

**The SMA Limited Factory Warranty does not cover damages or performance limitations that occur due to:**

- Failure to observe the technical documents and manuals, and/or the protocols and/or requirements therein
- Damage related to improper handling, transportation, storage, or repackaging not provided by SMA
- Incorrect installation, unauthorized commissioning, or incorrect parameter settings not provided by SMA
- Non-SMA authorized tests or component disassembly/reassembly during installation and or commissioning
- Non-SMA authorized modifications, changes, or attempted repairs
- Insufficient ventilation of the device and any consequential thermal damage
- Corrosion due to exposure to sea coast/saltwater atmospheres or other aggressive atmospheres or environmental conditions outside the scope of design as defined in the customer manual of the device
- Failure to observe the applicable safety regulations (UL, CSA, VDE, IEC, etc.)
- Improper forced shutdown
- Accidents and external influences
- Force majeure, examples including, but not limited to: overvoltage, lightning strikes, floods, fires, earthquakes, storm damage, pest damage and rodents damage
- Incorrect function of upstream protection systems including, but not limited to, switchyards, substations or other electric equipment between SMA devices and the grid connection of the site including such connection
- Incorrect function of the warranty claimant's SCADA or other site control and measurement systems
- Operating conditions of the warranty claimant's plant infrastructure that are outside the specifications of SMA devices, including but not limited to, excessive high or low voltage, voltage spikes or dips, harmonics, frequency deviations, and network faults.
- Insufficient or insecure protection of the communication network or device interfaces against unauthorized access

**The items below are expressly not covered by this SMA Limited Factory Warranty:**

- All items not purchased from SMA including, but not limited to, medium-voltage transformers, medium-voltage switchgear, disconnect units, re-combiners, combiners, disconnects, installed cables, controllers, batteries, current transformers, voltage transformers and communications devices.
- Consumables and parts subject to regular wear and tear, including but not limited to, fuses, filters, (rechargeable) batteries, overvoltage protection devices.
- Cosmetic or finish defects which do not directly influence energy production, or degrade form, fit, function.

## Impact of Warranty Coverage on the (Remaining) Warranty Period

If device components 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 device. If the entire device is replaced under this SMA Limited Factory Warranty, the remainder of the warranty period will be transferred to the replacement device.

## Procedure to Exercise Rights under this SMA Limited Factory Warranty

To determine the warranty entitlement, the warranty claimant must submit the device serial number and a copy of the commissioning report if not on file with SMA. The type label on the device must be completely legible. Otherwise, SMA will refuse to perform warranty services in accordance with this SMA Limited Factory Warranty.

The warranty claimant or the warranty claimant's Authorized Representative (Warranty claimant's Authorized Representative is defined as an individual determined by the warranty claimant who is qualified to safely access the equipment and who meets the latest local jurisdiction requirements and definitions of an "Authorized Person". Examples: EN 50110 (European Standard), NFPA 70 (NEC) and NFPA 70E (Electrical Safety), CSA Z462 (Canada)) must report a failure to the SMA Service Center while at or near the equipment being reported, using the procedure as described below. Warranty service is also available by accessing SMA's Online Support at [www.SMA-Solar.com](http://www.SMA-Solar.com) under the heading SERVICE & SUPPORT.

Reporting a failure shall constitute a "Qualified Service Case" when fully completed:

- Name of the person reporting the failure, date and time of failure, company name, phone number, and email
- Site name, address, contact name, and phone number (if different from fault reporter)
- Serial number of all defective device(s), and their local equipment designation (i.e. Station 3B, Inverter-A)
- If applicable, battery manufacturer and battery type
- Error code(s) or diagnostic light patterns displayed or recorded
- Description of any actions or maintenance protocols performed prior to failure
- The warranty claimant may be requested to provide remote access (incl. appropriate internet connection and necessary login credentials) to the plant and to the SMA devices to enable remote troubleshooting
- The warranty claimant may be required to send an email to the local SMA Service Center to confirm the above details along with a zipped download of files from SMA devices.

The warranty claimant, in a timely manner, must grant SMA and/or SMA authorized partners the necessary access, and time to remedy the defect. For unattended sites, SMA may require that the warranty claimant provide, and pay for, a site escort. The warranty claimant must ensure that the device and related equipment can be accessed safely and immediately with a light vehicle (4 metric tons) or, in the case of work required on medium voltage equipment also heavy vehicles and cranes in any weather. Should it be necessary to work on medium voltage equipment, the warranty claimant is responsible to isolate, disconnect/bypass and reconnect both the medium voltage grid and low voltage inverter side termination points from the affected equipment, in order for SMA to diagnose and make repairs.

The warranty claimant is fully responsible for creating and implementing its own site safety policy(s) and informing SMA and/or SMA authorized partner personnel about all relevant safety protocols applicable on the site. Under no circumstances shall SMA or SMA authorized partners be responsible for the safety of warranty claimant's technicians, representatives or contractors while working on SMA devices and equipment. The warranty claimant will provide SMA personnel at no cost any required site-specific protective clothing or protective equipment that is not part of SMA's standard safety equipment. SMA may charge the warranty claimant for waiting times on site and for costs incurred to provide a safe working environment caused by the warranty claimant's failure to observe their obligations. SMA reserves the right not to enter the site should SMA personnel consider it unsafe to do so or weather conditions are unacceptable to perform the work requested.

The warranty claimant is responsible to make available at its costs cranes or any other resources needed in order for SMA personnel to gain access to perform diagnosis and repairs. The warranty claimant is obliged to provide at its costs lifting tools determined by SMA to enable on-site repairs regarding the following devices: Utility Power Systems (UPSys), Utility Power Racks (UPR), Power Skids Australia (PSAU), Medium Voltage Power Stations (MVPS), Medium Voltage Stations (MVS) or Transformer Compact Stations (TCS). The warranty claimant will supply at its costs to SMA personnel electrical power, lubricants, fuels, water, lighting and any other energy required by SMA personnel to remedy the defect.

SMA will make a determination if defective parts can be disposed of or must be returned to SMA. If SMA does not get the requested defective part back within 30 days of the warranty claimant's repair action, SMA has the right to charge the warranty claimant the value of the delivered replacement part. If the defective part is returned after the 30-day period SMA has the right to charge the warranty claimant for the cost of administering the overdue RMA (Return Material Authorization) account. Return items will not be accepted without a valid RMA number obtained from SMA that is clearly displayed or included in the returned items packaging. All defective parts shall become the property of SMA upon receipt at SMA's return facility.

Replacement Medium Voltage Transformers or Switch Gear as well as other components installed in SMA's medium voltage devices may require significant lead time.

The services to be rendered by SMA in accordance with this SMA Limited Factory Warranty that are free of charge for the warranty claimant apply only if the course of action is agreed with and confirmed in writing by SMA in advance. Written documents and electronic messages, such as fax or e-mail, satisfy the requirement that confirmation be given in writing.

### **Specific Information to Exercise Rights under this SMA Limited Factory Warranty for the SHP PEAK3**

The warranty claimant must notify SMA of a device fault or defect within the warranty period. To determine if the device is covered by the SMA Limited Factory Warranty, the warranty claimant must – in addition to the requirements stated below - submit a copy of the commissioning report which must include the serial number of the defective device. SMA reserves the right to request a copy of other documents including, but not limited to, the purchasing invoice, which must include the serial number of the device. SMA only accepts documents in the following languages: Arabic, Czech, Dutch, English, French, German, Greek, Hindi, Italian, Japanese, Mandarin, South Korean, Spanish, and Thai. A certified translation in one of the mentioned languages will also be accepted. The type label on the device must be completely legible. If the aforementioned requirements are not fully met, SMA is not obliged to perform any obligations under the SMA Limited Factory Warranty. The warranty claimant or their electrically qualified representative must report a failure to their local SMA Service Center using the following procedure as described below.

- Proper fault diagnosis may require a qualified service technician to be at the SMA device location and equipped with a quality digital AC/DC voltmeter and required tools as specified in SMA device manual.
- The on-site qualified service technician may be asked to take voltage measurements and provide error codes from the inverter.
- Additional information may be required, including, but not limited to:
  - Model type number
  - Installation site name
  - Original date of commissioning
  - PV array configuration
  - Battery manufacturer and battery type
  - Description of any modifications that have been performed on the inverter
- Safely remove any interface option modules from the inverter to be returned, and retain them for reinstallation on the replacement device.

- SMA will provide instructions for proper return or disposal of the defective device.
- If no failure is found when the device is tested by the SMA Service Repair Department, the warranty claimant may be charged an inspection fee and transportation costs.

If the services are to be rendered by SMA free of charge in accordance with this SMA Limited Factory Warranty, these are only free of charge if the course of action is agreed with and confirmed in writing by SMA in advance. Written documents and electronic messages, including, but not limited to, fax or e-mail, satisfy the requirement that confirmation be given in writing. All costs incurred by the warranty claimant to exercise its rights under this SMA Limited Factory Warranty shall be borne by the warranty claimant.

## **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 direct or indirect damage caused by the defective device, 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 (such as, but not limited to working hours, travel expenses, accommodation)
- 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
- Claims for loss of power production or loss of profits

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.

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.

## **Firmware Disclaimer**

SMA periodically provides firmware updates at SMA's sole discretion on SMA purchased products. Such firmware updates are 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, which 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.

## **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](http://www.SMA-Solar.com)**