



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 July 20, 2018 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 devices of the following Product Types:

SUNNY CENTRAL: SCxxxxCP-XT, SCxxxCP-JP, SCxxxCP-US, SCxxxx, SCxxxx-US, SCxxxx-EV, SCxxxx-EV-US

SUNNY CENTRAL STORAGE: SCSxxx, SCSxxxx, SCSxxxx-US, SCSxxxx-EV, SCSxxxx-EV-US

UTILITY POWER SYSTEM: UPSys: MVB, MVB-US

UTILITY POWER RACK: UPR

POWER SKID AUSTRALIA: PSAU

COMPACT MEDIUM VOLTAGE POWER PLATFORM: CoMVPP

MEDIUM VOLTAGE POWER STATION: MVPS

TRANSFORMER COMPACT STATION for Sunny Central CP: TCS

MEDIUM VOLTAGE STATION for Sunny Tripower: MVS

SMA POWER PLANT CONTROLLER: PPC-10

SMA STRING MONITOR: SSM-U

SUNNY STRING-MONITOR: SSMxx-xx-BS, SSMxx-xx-BS-JP

STRING-COMBINER: DC-CMB-U, CBU

COMMUNIT: Communit-10

DISCONNECT UNIT: DU-SC-US

SMA FUEL SAVE CONTROLLER: FSC 2.X

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 are ruled out.

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. **For the Fuel Save Controller the commissioning documents must be signed and returned to SMA before commissioning or the SMA Factory Warranty will be voided.**

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.

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 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 an SMA authorized partner.

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 preventive 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, 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

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

Australia	Brazil	Bulgaria	Canada*	Chile	China	France
Germany	Greece	India	Israel	Italy	Japan	Jordan
Mexico	Netherlands	Philippines	Portugal	Puerto Rico	Romania	South Africa
Slovakia	South Korea	Spain	Thailand	Turkey	UAE	United Kingdom
USA	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 iJET® 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 an iJET® 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 an iJET® 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:
 - a. the warranty claimant ensures full security (including possible evacuation) for the SMA personnel during its entire stay in such area, and
 - b. the warranty claimant bears the costs of such full security protection, and
 - c. 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 issues that occur due to:

- Failure to observe the user, installation, operation, and maintenance manuals, and the protocols/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 data sheet 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: over voltage, lightning strikes, floods, fires, earthquakes, storm damage, pest 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 Representative¹ must report a failure to the SMA Service Center while at or near the equipment being reported, using the procedure as described below. This 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.

¹ 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).

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.

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.

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