



General Terms and Conditions for Concluding an SMA Warranty Contract for Home and Commercial Products

Valid from July 5, 2023

I. Applicability and General Provisions

- (1) These general terms and conditions (hereinafter "General Terms and Conditions") shall apply to the purchase of an SMA Extended Warranty for the ACTIVE, COMFORT, FLEX-ACTIVE or FLEX-COMFORT warranty variant (hereinafter "SMA Extended Warranty") for devices of the product types in the home use and commercial sector (hereinafter "devices") from SMA Solar Technology AG (hereinafter "SMA") by the owner of the device or the installer (hereinafter "Customer").
- (2) These General Terms and Conditions apply exclusively and only to the device(s) for which the SMA warranty has been concluded via the corresponding order form. The provisions in Art. IX of these General Terms and Conditions apply accordingly. Terms and conditions of the Customer do not apply.
- (3) The scope of obligations under the SMA Extended Warranty differs depending upon whether the Customer has decided to contract for the ACTIVE, COMFORT or FLEX warranty variant. Details of SMA's obligations under the respective warranty variants are defined below.
- (4) SMA reserves the right to have the obligations specified in the SMA Extended Warranty performed by SMA authorized partners.
- (5) The SMA Extended Warranty does not affect any statutory warranty obligation of SMA and the corresponding statutory warranty rights of the Customer.
- (6) The SMA Extended Warranty is not a guarantee of durability and does not cover any capabilities of the device beyond the scope of the device characteristics to be found in the corresponding data sheet of the device.

II. Warranty Period

- (1) The ACTIVE and COMFORT warranty variants are valid for the agreed period of time (hereinafter "period"), which begins on the agreed start date. After the end of the period, the SMA extended warranty automatically ends. In case no specific start date has been agreed, the SMA Extended Warranty starts from the expiration of the SMA Limited Factory Warranty or the existing extended warranty.
- (2) The ACTIVE and COMFORT warranty variants can be concluded for a period of 5, 10 or 15 years (hereinafter "warranty period"). Both warranty variants must be concluded prior to the end of the SMA Limited Factory Warranty. However, the warranty period of the limited factory warranty together with the acquired warranty variant must not exceed the maximum warranty period shown in the order form. The maximum warranty period can be found in the warranty order form or the datasheet of the device. SMA expressly reserves the right to conclude an ACTIVE or COMFORT Warranty with the Customer only after a prior examination of the device concerned.
- (3) The FLEX warranty variant can be concluded for the warranty period of one year, cf. Art. VI. (1) (b).
- (4) **The following applies to SUNNY BOY STORAGE: SBSxx-1VL-10, SBSxx-10; SUNNY BOY: SBxx-1VL-40, SBxx-1AV-41; SUNNY TRIPOWER: STP xx-3AV-40 products commissioned after October 1, 2021 ("Commissioning"):**

The ACTIVE and COMFORT warranty variants can be concluded for the maximum warranty period shown in the order form, provided the Customer performed a proper product registration within 12 months after initial commissioning or the invoice date for the first warranty claimant on the SMA homepage (hier) for the device(s) for which the SMA Extended Warranty is to be valid and the commissioning takes place after October 1, 2021. If the aforementioned prerequisites are met, the SMA Limited Factory Warranty is automatically extended to 10 years, so that the ACTIVE and COMFORT warranty variants can only be concluded from year 11 after commissioning or the invoice date for the first warranty claimant. The warranty period of the limited factory warranty together with the purchased warranty variant must not exceed the maximum warranty period shown in the order form. Further information can be found on the warranty order form or on the datasheet for the device. Provided the Customer did not perform a product registration within 12 months after commissioning or the invoice date of the first warranty claimant, the purchase of an ACTIVE or COMFORT Warranty is no longer possible. In this case, the Customer has the option of purchasing a FLEX Warranty according to Art. VI. of these General Terms and Conditions.

(5) Termination

To the extent permitted by law, regular termination of the SMA Extended Warranty is excluded until the end of the warranty period.

The right to a termination for good cause without giving notice is unaffected hereby.

The notice of termination must be submitted in writing. "In writing" also includes e-mail or fax if delivery is confirmed by the recipient. Notices of termination by e-mail are to be addressed to MeinService@sma.de. The right of any party to default interest or damages is not affected.

The defined benefit shall cease to be valid from the effective date of the notice of termination. SMA is no longer obligated to provide any warranty service from this point on. Payments already made shall not be reimbursed to the Customer in the amount of any claims for damages SMA is entitled to or any other SMA claims from this contract; SMA claims shall instead be offset against the reimbursement claim. The same applies if the Customer has not used any of the services offered by SMA.

III. Payment Terms

(1) Remuneration and Payment Plan

Remuneration shall be paid in accordance with the order form.

(2) Due Date of Payment

The specified remuneration shall be paid in due time on the payment date in accordance with the payment schedule; SMA shall send a corresponding invoice to the Customer in due time.

(3) Price Adjustment for Business Customers

Remuneration for services under the FLEX Warranty or in the case of agreed hire purchases may change in accordance with this Section and the relevant index attached hereto (Producer Price Index of Industrial Products). SMA shall inform the Customer in due time about a price adjustment.

A price adjustment shall not occur unless the relevant index has changed by 2.5% from the time that this contract enters into force; each subsequent adjustment shall not occur until at least 12 months after the last price adjustment, and this subsequent adjustment will be calculated based on the percentage by which the relevant index has changed since the last change in remuneration. In such a case, SMA may change the remuneration at of the beginning of the month following the relevant change in the reference value. However, the remuneration shall change at the earliest from the beginning of the month following receipt of the price adjustment notification by SMA; retroactive adjustment cannot be requested.

Relevant index: German Federal Office of Statistics: Index of producer prices for commercial products, available at: [Erzeugerpreisindex gewerblicher Produkte - Statistisches Bundesamt \(destatis.de\)](http://www.destatis.de)

(4) Late Payment

If the Customer fails to meet his or her payment obligations punctually, SMA is entitled to refuse to provide the services owed under the respective SMA Extended Warranty until the Customer has met all the agreed payment obligations. The Customer shall be called upon to make the payment due within a 14-day deadline. After expiration of the 14-day deadline, SMA reserves the right to terminate the SMA Extended Warranty with immediate effect. The notice of termination must be submitted in accordance with Section II (5). If SMA does not terminate the SMA Extended Warranty in proper form, SMA shall be entitled to provide the Customer with the services owed under the respective SMA Extended Warranty not earlier than four (4) weeks after the Customer has fulfilled all of his or her payment obligations. If the Customer is in default of payment, SMA shall be entitled to default interest in accordance with Section 288 German Civil Code (BGB). While the Customer is in default, he or she is responsible for all negligence. The Customer is liable for performance in the case of accidental damage as well, unless the damage would have occurred even if performance had been made in good time.

IV. Scope of Obligations Covered under the ACTIVE Warranty

1. Geographic Scope of Application

The scope of obligations of the ACTIVE Warranty are provided only in the following **SMA ACTIVE Support countries**, however excluding their associated islands and overseas territories:

Argentina	Bangladesh	Belize	Brazil	Chile	Costa Rica	El Salvador
Guatemala	Honduras	India	Indonesia	Israel	Japan	Jordan
Colombia	Malaysia	Mexico	Myanmar	Namibia	Nicaragua	Philippines
Panama	South Africa	San Marino	Singapore	Sri Lanka	Turkey	Taiwan
Thailand	Ukraine	Vatican City	United Arab Emirates	Vietnam		

SMA expressly indicates that the device to be registered for warranty must be located in one of the SMA ACTIVE support countries. If the device is located in a country other than the listed countries, the SMA Extended Warranty ACTIVE does not apply.

2. Specification of Obligations

(a) From the beginning of the selected warranty period in accordance with the conditions stipulated herein, the ACTIVE Warranty covers the costs for a replacement device of equivalent value in regard to product type, kVA power class or age as well as the shipping and the return of the defective device by SMA. Alternatively, SMA reserves the right to repair the defective device at SMA's premises or, in exceptional cases, have it repaired on site by a service partner appointed by SMA.

(b) The Customer must accept a replacement device of equivalent value with regard to product type or age or kVA power class even if it has cosmetic defects that do not affect energy production or safety compliance. SMA will, at its option, use new and/or like-new parts of original or improved design in the repair or replacement of the Customer's device.

(c) SMA also reserves the right to reimburse an appropriate market value specified by SMA of the defective device (which is determined based on the market value that the device would have if it were not defective) for products with SMA Limited Factory Warranties with a warranty period greater than 5 years, and therefore to satisfy the warranty obligations of SMA.

(d) SMA is not obliged to render any obligations under the ACTIVE Warranty that are not expressly stated in these General Terms and Conditions. In particular, the Customer shall have no claim for damages in this respect.

3. Special Information on the Shipping of a Replacement Device

If SMA decides to send a replacement device,

- SMA will at its discretion send a replacement device that has an equal value in terms of product type, kVA power class or age to the Customer or to a different delivery address communicated in advance by the Customer either in advance (or following the requested advance payment for the value of the replacement device and the shipping costs) or after receipt of the defective device. Provided the Customer was trained by SMA to perform an assembly replacement independently, SMA reserves the right to send an assembly in place of a replacement device. As required by SMA, the Customer must return the defective device or defective assembly 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 or the assembly is shipped from. The costs for transport or shipping of the replacement device or the assembly as well as the costs for return transport (export certifications, inspections, and customs duties) are to be borne by SMA.
- SMA will retain ownership of the delivered replacement device or assembly until it receives the defective device or the defective assembly.
- If SMA has decided to request from the Customer the prepayment of the value of the replacement device or the assembly before delivery of the replacement device or the assembly, SMA will refund to the Customer the amount received by the Customer as prepayment of the value of the replacement device or the assembly once the Customer has returned to SMA the defective device or the defective assembly and this defective device or defective assembly does not have any further defects not previously made known to SMA.
- Should the Customer return the defective device or the defective assembly more than thirty (30) calendar days after receipt of the replacement device or the assembly, then SMA has the right to charge the Customer 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.

4. Specific Information if SMA Chooses to Repair a Device at SMA's Premises

If the device is to be repaired at SMA's premises, the Customer must have an installer remove the defective device and send it for repair to the SMA repair center concerned at his own risk in a packaging that is suitable for the transportation. Once the device has been repaired, SMA will return the repaired device to the Customer. The costs for returning the defective device as well as for returning it to the Customer (transportation costs, export certifications, inspections, and customs duties) are to be borne by SMA.

5. Specific Information on the Coverage of Other Costs

SMA will inform the Customer of any costs that are to be borne by the Customer (including, but not limited to, replacement device value, transportation, export certifications, inspections, customs duties, travel, or accommodation) and/or that require payment to SMA in advance of the repair action. The repair will be performed depending on the Customer's consent to bear these costs.

V. Scope of Obligations Covered under the COMFORT Warranty

1. Geographic Scope of Application

The scope of obligations of the COMFORT Warranty is provided only in the following **SMA Comfort Support countries**, however excluding their associated islands and overseas territories.

Andorra	Australia	Belgium	Bulgaria	Denmark	Germany
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Estonia	Finland	France	Greece	Italy	Canada
Croatia	Latvia	Liechtenstein	Lithuania	Luxembourg	Malta
Monaco	New Zealand	Netherlands	Austria	Poland	Portugal
Puerto Rico	Romania	Republic of Ireland	Switzerland	Slovakia	Slovenia
Spain	South Korea	Sweden	Czech Republic	Hungary	United States of America
United Kingdom	West Cyprus				

SMA expressly indicates that the device to be registered for warranty must be located in one of the SMA COMFORT support countries. If the device is located in a country other than the listed countries, the SMA Extended Warranty COMFORT does not apply.

2. Specification of Obligations

(a) Unless otherwise stated in Article IV. and hereinbelow in these General Terms and Conditions, the COMFORT Warranty covers all obligations applicable to the ACTIVE Warranty. In addition, if a device becomes defective, SMA (at its sole discretion) will

- replace the defective device or defective assembly on site or have it replaced by 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)
- and, in the event that an installer performs the exchange using the replacement device or, if applicable, the assembly, provided by SMA, will credit the installer with a service discount upon receipt of the defective device or assembly. The service discount is calculated per replaced inverter or per replaced assembly; this is a fixed amount that may be inquired from the regional SMA Service Line. Only the installer is entitled to this service discount.

(b) SMA is not obliged to render any obligations under the COMFORT Warranty that are not expressly stated in these General Terms and Conditions. In particular, the Customer shall have no claim for damages in this respect.

3. Specific Information if SMA Chooses to Repair a Device On-site

If SMA decides to repair the defective device or, if applicable, the defective assembly on site (replacement by SMA or a service partner appointed by SMA), then SMA will bear the costs for materials and labor to repair the device as well as the costs for removal and replacement of the part or replacement device, provided however that the device is installed at ground level or a safely accessible rooftop, as well as the costs for transportation, export certifications, inspections, and customs duties for parts or devices replaced or returned. No other costs – including, but not limited to costs to safely access devices installed on slanted rooftops, or for lift equipment, travel or accommodation costs, the costs of the Customer's own employees, or the costs of third-parties that have not been authorized by SMA – are covered by the SMA Extended Warranty and are not borne by SMA.

VI. Scope of Obligations Covered under the FLEX Warranty

1. Specific Information Regarding the Conclusion of the FLEX Warranty

(a) For conclusion of the FLEX Warranty, the Customer must choose between the ACTIVE Warranty according to Art. IV. or the COMFORT Warranty according to Article V. of these General Terms and Conditions. This choice determines the scope of the obligations of the FLEX Warranty according to Art. VI. (2).

(b) The FLEX Warranty can be concluded until the expiry of the tenth year from commissioning or invoice date of the first warranty claimant of the device concerned.

(c) SMA expressly reserves the right to conclude the FLEX Warranty with the Customer only after a prior examination of the device concerned.

(d) If there was a period not covered by the limited factory warranty, claims against SMA from the FLEX Warranty can be asserted only for defects and repairs of which the cause occurred after conclusion of the FLEX Warranty. The Customer must prove that the devices covered by the FLEX Warranty were in a fault-free condition when the warranty was concluded. If this proof is not provided, the performance obligation by SMA only begins 3 months after the conclusion of the SMA Extended Warranty.

2. Specification of Obligations

(a) Unless otherwise provided for in Art. VI. (1). and hereinafter in these General Terms and Conditions, the FLEX Warranty shall include all obligations applicable to the ACTIVE Warranty (Art. IV.) or COMFORT Warranty (Art. V.), depending on the choice made.

(b) SMA is not obliged to render any obligations under the FLEX Warranty that are not expressly stated in these General Terms and Conditions and the FLEX Warranty. In particular, the Customer shall have no claim for damages in this respect.

3. Specific Information Regarding the Payment Method and Warranty Period

(a) The Customer's payment for the FLEX Warranty is made annually.

(b) In each case, the warranty period is one year from the beginning of the FLEX Warranty.

(c) If SMA or the Customer has not exercised their right of termination pursuant to Art. VI. (4), the contract will be renewed annually for one year. The FLEX Warranty runs until the end of the 20th year, at the latest, from commissioning of the device.

4. Special Information on Termination of the FLEX Warranty

in Deviation to Art. II. (5) of these General Terms and Conditions, either party can terminate the FLEX Warranty in whole or for individual inverters without cause by giving three (3) months' notice before the end of a warranty year.

The parties are also entitled to termination without notice for due cause.

Everything else is governed by Art. II. (5) of these General Terms and Conditions.

VII. Warranty Exclusions

(1) The respective SMA Extended Warranty shall only apply if the device has been installed and commissioned in line with the manufacturer's installation manual that applies to the device in question. If damage has been sustained to any structurally altered devices that were not altered at SMA's request, the costs incurring in order to repair the damages, regardless of whether these structural changes were the cause of these damages, are not covered by this SMA Extended Warranty. SMA will inform the Customer in advance about these costs.

(2) Further, SMA is not obliged to provide warranty services if the defect is due to any of the following circumstances, unless SMA has caused such circumstances:

- failure to observe the user, installation, operation, and/or maintenance manuals, and/or the protocols and/or requirements therein
- improper handling, transportation, storage, or repackaging
- incorrect installation or incorrect commissioning
- modifications, changes or attempted repairs not authorized by SMA
- insufficient ventilation of the device and any consequential thermal damages
- corrosion due to exposure to aggressive atmospheres or ambient conditions outside the scope of design
- failure to observe the applicable safety regulations (UL, CSA, VDE, IEC, etc.)
- incorrect use or inappropriate operation (including, but not limited to, improper forced disconnection or an improper DC ratio)
- use of battery types whose compatibility for operation with SMA battery inverters has not been confirmed by SMA
- Sunny Island and Sunny Boy Storage inverters that exceed 20000 operating hours-at-full-load (hours-at-full-load defined as AC discharge and AC charge energy over the full operation time divided by the device's rated power)
- accidents, external influences
- force majeure – examples include, but are not limited to: overvoltage, flashes of lightning, floods, fires, earthquakes, storm damage, and pest damage

VIII. Items Expressly Not Covered by the SMA Extended Warranty

The following items are expressly not covered by the warranty services:

- all items not originally sold by SMA including, but not limited to, installed cables, controllers, rechargeable and non-rechargeable batteries, current transformers, voltage converters, and communications devices
- consumables and parts of the device which are subject to regular wear and tear (including, but not limited to, fans, varistors, surge arresters, string fuses, ESS handles, filters, rechargeable or non-rechargeable batteries, or surge protection devices)
- cosmetic or finish defects which do not directly influence energy production, or degrade form, fit, or function

IX. Impact of Warranty Coverage on the (Remaining) Warranty Period

If the entire device is replaced under these General Terms and Conditions, the remainder of the warranty period will be transferred to the replacement device. If device components are repaired or replaced under these General Terms and Conditions, the components used will be covered by the same remainder of the warranty period as the repaired device.

X. Procedure to Exercise Warranty Claims

(1) The Customer must notify SMA of a device fault or defect within the warranty period. To determine if the device is still under warranty, the Customer 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 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 honor any warranty claims.

- (2) SMA's local service is available by accessing SMA's Online Support at www.SMA-Solar.com under the heading "SERVICE & SUPPORT" or the respective SMA Service Line. Faults in the device must be reported immediately to SMA Service by the Customer or their qualified installer as a representative, citing the serial number. In doing so, the following points are to be observed:
- 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 the SMA device manual.
 - The on-site qualified service technician may be asked to take voltage measurements and send error codes from the inverter to SMA Service.
 - Additional information may be required, including, but not limited to:
 - type designation
 - installation site
 - 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 optional interface 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 fault is found when the device is tested by the SMA Service Repair Center, the Customer may be charged an inspection fee and transportation costs.
- (3) If and to the extent services are to be rendered by SMA free of charge in accordance with these General Terms and Conditions, these are only free of charge if and to the extent the course of action is agreed with and confirmed in writing by SMA in advance. All costs incurred by the Customer to exercise its rights under these General Terms and Conditions shall be borne by the Customer.
- (4) If the Customer fails to comply with its obligations described in this Article X., SMA will not be able to fulfill its warranty obligations.

XI. Final Validity

- (1) The rights mentioned in this contract reflect the exclusive rights of the Customer in accordance with this Contract. No other claims – including, but not limited to, claims for compensation for direct or indirect damage caused by the defective device, claims for compensation for costs arising from disassembly or installation, and/or loss of power production or profits – arise out of this contract. In particular, without limitation, the Customer may not claim for any damages unless SMA has negligently breached its obligations under the contract. If the Customer requests unnecessary or unjustified service work and/or RMA replacements under this contract, SMA shall be entitled to invoice the Customer for the costs incurred as a result.
- (2) Except as expressly provided otherwise herein, any claims for damages and reimbursement of expenses the Customer may have out of or in connection with this contract, regardless of legal ground, including breach of duties arising from the contractual obligation and tort, shall be excluded. This also applies to claims arising from faulty contract conclusion.

- (3) Article XI. (2) shall not apply to damages arising from the law on product liability or in cases of intent or gross negligence on the part of SMA or its agents, nor to damages due to loss of life, personal injury or impairment of health or malicious concealment of a defect or due to the breach of essential contractual obligations. Compensation for a material breach of contract shall, however, be limited to the foreseeable damage in standard contracts, except in the case of liability for wrongful intent or gross negligence or due to injury to life, body or health. Material contractual obligations are those the fulfillment of which allows for the proper execution of the contract in the first place and the adherence to which the contractual partner can continuously trust.
- (4) The disclaimers and limitations of liability for SMA shall also apply to the personal liability of the employees, representatives and agents of SMA.
- (5) The above provisions shall not involve a change in the burden of proof to the detriment of the Customer.

XII. Force Majeure

Following international best practices as well as its employee security policy, SMA constantly evaluates the risk potential of areas in which covered services are likely to be rendered for covered products. Such risk assessment 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) If an area risk assessment leads to the conclusion that there is a WorldAware® rating of 5 (very high), a similar rating from a comparable institution, or a travel warning from the German Foreign Office for a particular area, SMA's obligations to render Services on site (including but not limited to preventative maintenance and corrective maintenance work) are suspended for the period during which such very high risk rating or such travel warning applies.
- (2) If an area risk assessment results in a WorldAware® rating of 4 (high) or a similar rating from a comparable institution and there is no travel warning from the German Foreign Office, SMA will render covered services on site only if:
 - Customer ensures the complete safety (including possible evacuation) for the SMA personnel during its entire stay in this area, and
 - Customer 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 Customer must provide SMA in due time (at least 30 days) before a service is rendered with a written communication including a detailed protection plan that sets out how the complete safety of SMA personnel will be ensured during the rendering of the service as well as a statement that the Customer will cover the respective costs directly and in full. In case the Customer does not provide for a satisfactory protection plan on time or denies covering such security costs, SMA's on-site obligations under this SMA 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 the corresponding SMA Warranty.

SMA will duly provide the Customer 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.

XIII. Temporary Exclusion of SMA Services in High-Risk Areas

SMA reserves the right to provide services at its reasonable discretion in countries where there is a high security risk, should such a risk have arisen after conclusion of the contract. For this, the assessment standards of the City/Country Security Assessment Rating (CSAR), WorldAware® risk management, or comparable institutions that perform area hazard assessments apply. In such a case, SMA shall be entitled to withdraw from or terminate the contract.

XIV. Transferability of the SMA Extended Warranty

- (1) The Customer may assign the rights and obligations arising from the respective SMA Extended Warranty, in whole or in part, to third parties only with the prior written consent of SMA. When a transfer of rights and obligations takes effect, the new Customer shall take the place of the former Customer.
- (2) SMA may assign the rights and obligations arising from the SMA Extended Warranty, in whole or in part, to third parties without the consent of the Customer.

XV. Instructions for Consumer Customers Concerning Right of Withdrawal

If the Customer is a consumer, i.e. a natural person who concludes a legal transaction for purposes that are not primarily related to their commercial or self-employment activities, they have a right of withdrawal.

(1) Right of Withdrawal

The Customer has the right to cancel the SMA Extended Warranty within fourteen days without giving reasons. The withdrawal period is fourteen days from the day on which the Customer concluded the SMA Extended Warranty. To exercise the right of withdrawal, the Customer must inform

SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal, Germany

Phone: +49 561 9522-0, Fax: +49 561 9522-100, info@SMA.de

by means of a clear declaration (e.g., a mailed letter, a fax or an e-mail) of their decision to withdraw from this SMA Extended Warranty. The Customer can use the attached sample withdrawal form for this purpose, but it is not mandatory. To comply with the withdrawal period, it is sufficient that the Customer sends the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

(2) Consequences of Withdrawal

If the Customer withdraws from the SMA Extended Warranty, SMA is obliged to refund all payments received from the Customer, including delivery costs (with the exception of additional costs resulting from the fact that the Customer chose a different type of delivery than the cheapest standard delivery offered by SMA), immediately and at the latest within fourteen days from the day on which SMA received notification of the Customer's withdrawal from this SMA Extended Warranty. For this refund, SMA will use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no event will the Customer be charged for this refund. SMA is entitled to refuse the refund until SMA has received the returned goods, or until the Customer has provided proof that the goods have been sent back, whichever occurs first. If the Customer requested the services to commence during the period in which the Customer still has the right to withdraw, the Customer is obliged to pay SMA an amount commensurate with the services already performed up to the point in time at which the Customer informed SMA that they are exercising their right to withdraw from the SMA Extended Warranty, taking into account the total scope of the contractually agreed services.

(3) Sample Withdrawal Form

(If a Customer wants to withdraw from the SMA Extended Warranty, this form can be filled out and sent to SMA.)

- To SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal, Deutschland, Phone: +49 561 9522-0, Fax: +49 561 9522-100, info@SMA.de:

- I/we (*) hereby revoke the SMA Extended Warranty I/we have concluded
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if sent by hard copy)
- Date

(*) Exclude if not appropriate

XVI. Confidentiality and Data Protection

- (1) SMA and the Customer shall treat all information, business activities, and documentation ("Information") of which they become aware in connection with the SMA Extended Warranty, confidentially with regard to third parties, unless this information has already been made generally known by other means. This obligation also remains applicable for a period of five (5) years after termination of the SMA Extended Warranty. If applicable, SMA and the Customer shall impose an according obligation on their employees affected by this SMA Extended Warranty. SMA is entitled to pass Information on to its affiliated companies and subcontractors, provided that they are bound by a confidentiality obligation equivalent to this provision. If the parties have entered into a separate non-disclosure agreement, according to which the scope of confidentiality exceeds the abovementioned scope, such separate non-disclosure agreement shall remain unaffected.
- (2) The SMA Data Protection Declaration applies in its current version, which can be accessed here.
- (3) Should the Customer act as a reseller of an SMA Extended Warranty, he must observe the applicable data protection provisions in his area of responsibility.

XVII. Protection of Intellectual Property

SMA retains all intellectual property rights relating to devices, services, and technical or other documentation, including but not limited to patents, trademarks, and copyrights.

XVIII. Compliance with Laws

Customer is obligated to comply with all applicable law, in particular German, U.S., or other national, EU, or international regulations applicable under foreign-trade law, or of embargoes or other sanctions. If the Customer does not fulfill its obligations under this Art. XVIII, SMA shall reserve the right to terminate the SMA Extended Warranty without notice for good cause.

XIX. Final Provisions

- (1) All claims arising from or in connection with this SMA Extended Warranty are subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). However, if the Customer is a consumer as defined in Art. 6 of Regulation (EC) No. 593/2008 and SMA has (i) either pursued its commercial or professional activities in the country where the consumer has his habitual residence, or (ii) by any means, directed such activities to that country or to several countries including that country, and (iii) this SMA Extended Warranty falls within the scope of such activities, then the choice of German law as stated in Art. XIX.(1) Clause 1 of these General Terms and Conditions does not have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law of the country where the consumer has his habitual residence.

- (2) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this SMA Extended Warranty provided that the Customer is a merchant, a legal entity under public law, or special assets under public law.
- (3) In the event the warrantee 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, Germany.
- (4) Amendments, supplements and subsidiary agreements to these General Terms and Conditions or the SMA Extended Warranty must be submitted in writing in order to take effect. This applies likewise to changes to this written form requirement.
- (5) Insofar as these General Terms and Conditions require that confirmation be given in writing, written documents and electronic messages, including, but not limited to, fax or e-mail, satisfy this requirement. A scan of a signed document satisfies this written form requirement.
- (6) No additional agreements have been made concerning the SMA Extended Warranty prior to its conclusion.

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