SMA Solar Technology AG | Sonnenallee 1 | 34266 Niestetal | Germany
Phone: +49 561 9522-0 | Fax: +49 561 9522-100 | Internet: www.SMA.de | E-Mail: info@SMA.de
Amtsgericht Kassel (District court) Kassel HRB (registration number) 3972
Vorsitzender des Aufsichtsrats (Chairman of the Supervisory Board): Uwe Kleinkauf
Vorstand (Managing Board): Dr.-Ing. Jürgen Reinert, Barbara Gregor

SMA Limited Factory Warranty for SMA Home Storage (HS-BM-3.28-10)

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 **2024-03-27** and to that extent supersedes all prior SMA Limited Factory Warranties for the Product Types listed below. This SMA Limited Factory Warranty (hereinafter "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 (hereinafter "Product(s)"):

SMA HOME STORAGE (HS-BM-3.28-10)

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 (end customers) that have purchased the devices themselves and have put them into operation for the first time (herein "Initial Operator"). 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. However, the warranty claimant may appoint a third party to raise its claims under this SMA Limited Factory Warranty. Assigning and/or transferring these rights to persons other than a warranty claimant is not permitted.

Scope of Warranty

Geographic Scope of the Warranty

This SMA Limited Factory Warranty only applies if the Product is installed within Germany, Austria, Belgium, Netherlands, Spain, Italy, Portugal, Switzerland, Poland, Sweden, France.

Warranty Period

Reclamations under the SMA Limited Factory Warranty shall be submitted by the warranty claimant to Warrantor within the warranty periods specified below.

Warranty Period for Product Warranty

With this SMA Limited Factory Warranty the Warrantor warrants the functionality of Products and that the Products (materials of the Products as well as the manufacturing of the Products) are free from any defects (hereinafter "Product Warranty") for a period of 2 years.

The Product Warranty commences on the date of the first commissioning of the Product. However (in case commissioning occurs later then the following time frames), at the latest, the Product Warranty commences on (i) the 270th day after the Production Date in accordance with type label or, if applicable, (ii) 180 days after cyclization by SMA or an SMA authorized Service Partner, whichever date is later. (If the Products have been cyclized, which is solely in the discretion of SMA, this will be specified via a respective SMA marking on the Product exclusively by SMA.)

If the warranty claimant registers the Product in the Online Service Center and in one of the Sunny Portals of SMA within 30 days after commissioning, the warranty period for the Product Warranty is automatically extended for further 8 years. In this case, the overall warranty period for the Product Warranty is 10 years. However, for this extension the beforementioned registration must be done at latest within 270 days after the Production Date in accordance with the type label or, if applicable, 180 days after cyclization by SMA or an SMA authorized Service Partner, whichever is later.

Furthermore, the precondition for the extension of the warranty period of the Product Warranty to 10 years is, that the warranty claimant enables automatic software updates for software updates being critical in SMA's reasonable discretion for the Product as well as for the SMA inverters being connected to the Products and that regular internet connection (at least 10 consecutive hours per week) is established.

Warranty Period for Performance Warranty

In addition to the Product Warranty, Warrantor warrants that after an energy throughput per kWh usable capacity of 7.2 MWh the Product retains at least 60 percent (60%) of its usable capacity (End of Life) (hereinafter "Performance Warranty") for 24 months.

The Performance Warranty commences on the date of the first commissioning of the Product. However (in case commissioning occurs later then the following time frames), at the latest, the Performance Warranty commences on (i) the 270th day after the Production Date in accordance with type label or, if applicable, (ii) 180 days after cyclization by SMA or an SMA Authorized Service Partner, whichever date is later. (If the Products have been cyclized, which is solely in the discretion of SMA, this will be specified via a respective SMA marking on the Product exclusively by SMA.)

The Performance Warranty only applies if the Product has been operated under a normal use in accordance with the installation and user manuals (hereinafter "Installation and User Manuals") provided by warrantor. The Performance Warranty does not apply to Software (neither from SMA nor from any third party).

The Performance Warranty is subject to the following preconditions:

The ambient conditions during the operation of the Product shall at all times be within the following range:

a. Temperature between -10°C and 50°C,

b. Altitude up to 3,000 m.

The usable storage capacity of the Products guaranteed in the Performance Warranty is measured under the following conditions and according to the following method:

Conditions:

i. Ambient temperature of 25°C to 28°C

ii. Current and voltage measurement at battery DC side

Charge / discharge method (for Definitions see **test value list** below):

(1) Discharge the Product with constant current until the Product reaches end of dischargevoltage or battery self-protection automatically.

(2) Set the Product aside for 2 hours.

(3) Charge the Product with constant current to constant charge voltage until the Product reaches the constant charge voltage. When the Product reaches constant charge voltage charge the Product with constant charge voltage until the Product reaches cut-off current or battery self-protection automatically.

(4) Set the Product aside for 2 hours

(5) Discharge the Product with constant current until the Product reaches end of discharge voltage or battery self-protection automatically. Calculate the discharged capacity using following formula:

Current Usable Capacity = Discharge Time x Constant Current Value

(6) Divide the current usable capacity by the initial usable capacity to calculate the remaining capacity in percentage.

Test value list:

Product Type	End of Discharge Voltage (V)	Constant Charge Voltage (V)	Constant Current (A)	Cut-Off Current (A)	Initial Usable Capacity/Initial Usable Energy Content (AH/kWh)
HS-BM-3.28-10	88	108	7.2	1.8	1,026 Ah/ 3.28 kWh

After the test, charge the Product with constant current until the Product reaches SoC (State of Charge) of 30%.

If the warranty claimant registers the Product in the Online Service Center and in one of the Sunny Portals of SMA within 30 days after commissioning, the warranty period for the Performance Warranty is automatically extended for further 10 years. In this case, the overall warranty period for the Performance Warranty is 12 years. However, for this extension the beforementioned registration must be done at latest within 270 days after the Production Date in accordance with the type label or, if applicable, 180 days after cyclization by SMA or an SMA authorized Service Partner, whichever is later.

Furthermore, the precondition for the extension of the warranty period of the Performance Warranty to 12 years is, that the warranty claimant enables automatic software updates for software updates being critical in SMA's reasonable discretion for the Product as well as for the SMA inverters being connected to the Products and that regular internet connection (at least 10 consecutive hours per week) is established.

Performance of the Product Warranty and Performance Warranty

For all Products, either an exchange of spare parts (i.e., boards, housing components, accessories, etc.) or an exchange of the Products itself in SMA's discretion shall take place in case of Product failure.

The Warrantor ensures that defective spare parts or Products will be replaced by new or equal to new spare parts or new or equal to new exchange devices in the original or improved design at its sole discretion. In any case, the warranty claimant must accept spare parts or exchange devices even if it has cosmetic defects that do not affect functionality or safety compliance. SMA will retain ownership until it receives the defective device. With receipt of the defective device (i.e., exchange of the defective Product or part of it), SMA will receive ownership of the defective Product or part of it.

Where this is not feasible, due to technological advancements, Warrantor will supply another type of Product of at least the same function, performance and similar form.

Further, SMA reserves the right not to exchange, but repair the Products or parts of it or have it repaired by an authorized Service Partner of SMA.

If none of this is possible, Warrantor reserves the right to reimburse an appropriate market value specified by SMA of the defective device (which is determined by SMA based on the market value that the device would have if it were not defective), and to therefore satisfy the warranty obligations.

Before disposal of the defective Product(s), warranty claimants shall keep the defective modules at least 10 business days after SMA received a complete service request. SMA will decide if the Product(s) can be disposed or SMA or an authorized Service Partner of SMA will take back the Product(s). The Products handed over to SMA or to an authorized Service Partner of SMA become the property of SMA after replacement.

If the Products pose a risk to life, limb or property of third parties, Warrantor reserves the right to shut down the products immediately. The warranty claimants will be informed of this as soon as possible.

Conditions for Warranty

This Warranty is subject to the following conditions:

- the Products must have been installed and correctly commissioned by a qualified electrician in accordance with the Installation and User Manuals;
- if the Products are not being operated, they must be stored indoor with a dry and clean environment and must meet the conditions defined below for the Short Period and the Long Period;
  - Short Period (less than one month): ambient temperature within the range of -20°C and 45°C. (If applicable, Warrantor ensures to comply with this temperature during shipment.)
  - Long Period (more than one month): ambient temperature within the range of 0°C and 45°C . (If applicable, Warrantor ensures to comply with this temperature during shipment.)
- the operation of the Product must not be interrupted for more than six (6) months. In case the Product would not be in operation for at least six (6) months, it has to be fully charged and discharged to SoC 30% at least once per 6 months (cyclization);
- the Products shall not be exposed in an installed area to direct sunlight;
- the Product installation location must be ventilated in accordance with the requirements of Installation and User Manuals;
- the Products must have no contact with corrosive substances and must stay away from fire and heat sources [> 60°C];
- this Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly or modification was carried out by Warrantor;
- in case of a defect and a respective request of Warrantor, the Warrantor or a third-party specified by Warrantor shall be submitted the performance data of the data memory in the Product;
- critical software updates (in particular critical updates being safety relevant) provided by Warrantor have to be installed immediately.

Warranty Exclusions

This Warranty is excluded for defects:

- due to improper handling, transport, storage, repackaging or installation (or removal and/or reinstallation) or commissioning of the Products not in accordance with Installation and User Manuals provided by Warrantor, applicable safety regulations or without reasonable care;

- due to operation, use or maintenance of the Products not in accordance with Installation and User Manuals provided by Warrantor or due to inappropriate or incorrect use or use without reasonable care (including failure to maintain/clean the Products in accordance with Installation and User Manuals);
- due to foreign material contamination (e.g., extreme dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat [> 50°C] or excessive cold [< -10°C] or solvents or because of use of the Products with insufficient ventilation (in particular considering the maximum temperatures according to the Installation and User Manuals), exposure to strong vibrations, exposure to a strong magnetic field or false/inappropriate voltage/current or electrical power or damage as result of Force Majeure event;
- that are not caused by material and/or manufacturing;
- of surface coating and varnish (not affecting energy generation and normal use of Product);
- due to accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed for or sold in accordance with Installation or User Manuals, or use of the Products outside the specified operating ranges for such Products in accordance with Installation and User Manuals;
- due to corrosion because of exposure to aggressive atmospheres or corrosive substances (e.g., acids) or environmental conditions outside the scope of design;
- caused by Force Majeure or by external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- due to non-compliance of the use of the Products with the relevant safety regulations (UL, CSA, VDE, IEC, etc.);
- due to use of an unconfirmed (by Warrantor) or incompatible inverter, rectifier or PCS inverter;
- as a result of exchanges of spare parts of Products or Products which have been performed by a third party not authorized by Warrantor;
- from the use of any spare parts not manufactured, sold or approved by Warrantor in connection with the exchange of the spare parts or Products; or as a result of the interconnection of the Products with products, whose compatibility was not confirmed by Warrantor;
- from the continued use of the Products after an obvious defect or a defect in accordance with User or Installation Manual is known, or would have been known with reasonable care;
- from any attempt to extend or reduce the life of the Products (whether by physical means, programming, or other means) without written confirmation from Warrantor;
- non-SMA authorized modifications, changes, or attempted repairs;
- due to renewal of the national or regional laws or regulations;
- if the Product is not checked for critical updates regularly (weekly);
- if the SMA Service Line or the Online Service Center is not informed about the defect or deterioration of the Product within a period of 10 working days starting from the occurrence of a defect;
- if the warranty claimant cannot present the original invoice of the Product;
- if the warranty claimant does not notify SMA of the defect at least in text form as defined hereinbelow within the specified periods;
- if the warranty claimant is not able to present a measurement protocol, which proves the lack of performance taking into account measurement errors;
- if the Product was already damaged during transportation, but was nevertheless put into operation;
- if the warranty claimant does not grant SMA or a third party authorized by SMA access to the performance data of the data memory in the Product and/or manipulates the data and if the warranty claimant refuses to install critical oftware updates provided by SMA.

Further the Warranty is excluded:

- if the type label or serial number of the Products was modified or altered without authorization or not readable;
- if the performance data of the data memory in the Product was manipulated.

The Warranty does not cover:

- defects as a result of any other defective or malfunctioning parts in the system into which the Products have been installed;
- any costs incurred in normal or scheduled maintenance of the Product in accordance with the Installation or User Manuals;
- costs of third parties not authorized by Warrantor;
- cosmetic or finish defects which do not directly influence functionality;
- consumables and parts of the Product which are subject to regular wear and tear.

Reported but invalid Warranty Claim

The costs incurred by Warrantor for the purpose of testing an alleged defect in order to verify if there is indeed a defect covered by this SMA Limited Factory Warranty shall be borne by warranty claimant, if it turns out that there was no defect or if the defect is not covered by this SMA Limited Factory Warranty. In this case, the warranty claimant shall bear all incurred costs.

Claims Process (Procedure to Exercise Rights under this SMA Limited Factory Warranty)

Any warranty claim under this SMA Limited Factory Warranty must be processed in accordance with this section. If any Products fail within the Warranty Period, the Products (or the system in which the Products are installed as the case may be) shall be isolated from any energy source and a warranty claim shall be made as soon as possible, but at latest within 10 business days as of the appearance of a Product failure, considering the following:

When contacting the Warrantor, warranty claimant shall have the following information at hand:

- the model name and SMA serial number of the Product;
- the model name of the connected inverter;
- installation date and full adress, in which the Product has been installed;
- Service history of the Product, incl. complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any videos and photos etc.);
- the name of the Sunny Portal plant in which the system is virtually installed.

All claims must be submitted to SMA Service by the warranty claimant or their electrically qualified representative. The warranty claimant must notify SMA of a device fault or defect within the defined warranty period and within 10 days after the fault has occurred. 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 undamaged and legible. If the aforementioned requirements are not fully met, SMA is not obliged to perform any obligations under the SMA Limited Factory Warranty.

Warranty service is available by accessing SMA's Online Support at https://my.sma-service.com and www.SMA-Solar.com under the heading **SERVICE & SUPPORT**. 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 event numbers (error codes) from the inverter.
- Additional information may be required, including, but not limited to:
  - model type number
  - installation site
  - original date of commissioning
- 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 and to the extent 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 and to the extent 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 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.

Impact of Warranty Coverage on the (Remaining) Warranty Period

If the entire device is replaced under this SMA Limited Factory Warranty, the remainder of the warranty period will be transferred to the exchange device. If device components/spare parts are replaced or repaired under this SMA Limited Factory Warranty, the components/spare parts used will be covered by the same remainder of the warranty period as the original device.

Final Validity

The rights mentioned in this SMA Limited Factory Warranty reflect the exclusive rights of the warranty claimant in accordance with this SMA Limited Factory Warranty. 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 – are covered by the SMA Limited Factory Warranty. If the warranty claimant requests unnecessary or unjustified service work and/or SMA replacements under this SMA Limited Factory Warranty, SMA shall be entitled to invoice the warranty claimant for the costs incurred as a result.

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.

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 firmware disclaimer.

Applicable Law and Place of Jurisdiction

(1) 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). However, if the warranty claimant is a consumer as defined in Art. 6 of Regulation (EC) No 593/2008 and SMA has (i) either pursued our 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 Limited Factory Warranty falls within the scope of such activities, then the choice of German law as stated in this paragraph 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 Limited Factory Warranty provided that the warranty claimant is a Merchant, a legal entity under public law or special assets under public law.

(3) In the event the claimant 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 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

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