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Amtsgericht Kassel (District court) Kassel HRB (registration number) 3972
Vorsitzender des Aufsichtsrats (Chairman of the Supervisory Board): Dr. Ralph Lässig
Vorstand (Managing Board): Dr.-Ing. Jürgen Reinert (Vorstandsvorsitzender / CEO), Olaf Heyden, Dr. Kaveh Rouhi

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 **2025-12-31** – and to that extent supersedes all prior SMA Limited Factory Warranties.

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:

SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY ISLAND, SUNNY ISLAND X, SUNNY HOME MANAGER, SMA COM GATEWAY, SMA INVERTER MANAGER, SMA CT METER, SMA DC-COMBINER, SMA ENERGY METER, SMA RAPID SHUTDOWN SYSTEM, SMA WEBCONNECT, CLOUD CONNECT ADVANCED, JMS-F/JMS-FA RAPID SHUTDOWN BOX 1500V, GATEWAY, GRID-CONNECT-BOX, MC-BOX, SMA EV CHARGER, SMA EV CHARGER BUSINESS, SMA eCHARGER, SMA DATA MANAGER M, SMA CONNECTION UNIT, SMA WEATHER STATION, SUNNY TRIPOWER SMART ENERGY, SMA COMMERCIAL STORAGE SOLUTION, SUNNY BOY SMART ENERGY, SMA BACKUP

For the following Product Types separate warranty conditions are available at www.SMA-Solar.com:

SMA HOME STORAGE

SMA COMMERCIAL STORAGE

In order to be able to claim a manufacturer's warranty or an extension of the manufacturer's warranty for the above listed products, it may be necessary to register these products as well as products used with these products in a system (SMA Inverters) in accordance with the warranty conditions of SMA Home Storage and SMA Commercial Storage (or to activate automatic Software-Updates for critical Software-Updates). Detailed provisions can be found in the respective warranty conditions for these products.

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") or (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. 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.

Warranty Period

The SMA Limited Factory Warranty of the following products extends to **standard accessories for the products, their interfaces and separation options**.

Product	2 years	5 years
SMA COMMERCIAL ENERGY METER: COM-EMETER-A-20, COM-EMETER-B-20, SMA COM GATEWAY, SUNNY HOME MANAGER, SMA DC COMBINER, SMA ENERGY METER, SMA WEBCONNECT, SMA DATA MANAGER M, WEATHER STATION: COM-WS-100, COM-WS-200, SMA EV CHARGER BUSINESS, SMA BACKUP: BU-SBSE-1P-50, BU-SBSE-1P-AU-50, BU-SBSE-3P-50	x	
SUNNY TRIPOWER: STPxx-50, STPxx-80, STP50-41, STP110-60, STP125-70, SUNNY TRIPOWER STORAGE, SMA CT METER, CLOUD CONNECT ADVANCED, GRID-CONNECT-BOX, MC-BOX, SMA EV CHARGER, SMA eCHARGER		x

Product	2 years	5 years	10 years
SUNNY ISLAND: SIxxM-13, SIxxH-13		x	x (when registering[2])
SUNNY ISLAND X: SIxx-20, SIxxLCD-20			
SUNNY BOY STORAGE: SBSxx-1VL-10, SBSxx-10			
SUNNY BOY: SBxx-1VL-40, SBxx-1AV-41			
SUNNY BOY SMART ENERGY: SBSExx-50			
SUNNY TRIPOWER: STPxx-3AV-40			
SUNNY TRIPOWER SMART ENERGY: STPxxx-3SE-40			

[2] The warranty period of the SMA Limited Factory Warranty for these products extends automatically to **10 YEARS from initial commissioning of the product or the invoice date for the first warranty claimant** when the warranty claimant performs a **product registration** on the SMA homepage **within 12 months** after initial commissioning or the invoice date for the first warranty claimant (www.my.Sma-Service.com/s/product-registration). Purchasing an ACTIVE/COMFORT extended warranty after the SMA Limited Factory Warranty of 5 YEARS (without product registration) has expired, is not possible for these products. Only in the case of a proper and timely product registration and the resulting extension of the SMA Limited Factory Warranty to 10 years may the warranty claimant purchase an optional ACTIVE/COMFORT extended warranty according to the conditions of the ACTIVE/COMFORT extended warranty for the years

11 – 20 of the products. The option of purchasing a FLEX extended warranty in accordance with the terms and conditions of the FLEX extended warranty is still available to the warranty claimant up to the year 10 from initial commissioning or the invoice date for the first warranty claimant. SMA expressly reserves the right to conclude an ACTIVE/COMFORT/FLEX extended warranty with the Customer only after a prior examination of the device concerned.

Product	2 years	5 years	10 years	25 years
ENERGY METER-US: EMETER-US-50, EMT-CTKIT-US-50 SMA BACKUP SELECT: BU-SLCT-US-50	x			
SMA RAPID SHUTDOWN INITIATOR US: RSI-US-50				x
SUNNY TRIPOWER[5]: STP xx- US-41, STP xx-US-50, STP xx-US-80 SUNNY BOY SMART ENERGY US: SBSExx-US-50[5] SMA RAPID SHUTDOWN SYSTEM, GATEWAY SMA CONNECTION UNIT: CU1000-US[5] SUNNY ISLAND: SIxxxx-US-10 SUNNY ISLAND X: SIxx-US208-20,SIxx-US480-20, SIxx-US208-LCD-20, SIxx-US480-LCD-20			x	
SMA COMMERCIAL STORAGE SOLUTION			x (when registering[6])	

[5] The warranty period for **-US Sunny Tripower model types as well as the –US SMA Connection Units installed in countries other than the United States of America is 5 years**.

[6] The following conditions apply to the **SMA Commercial Storage Solution**:

- The SMA Limited Factory Warranty for the SMA Commercial Storage Solution applies exclusively to the following countries: **Germany, Austria, Switzerland, Czech Republic, Italy, France, Belgium, Netherlands, Luxembourg, Sweden, United Kingdom, Portugal, Poland, and Spain.** The warranty does not apply to the overseas territories and associated territories of the above-mentioned countries, except for **Northern Ireland**.
- The SMA Limited Factory Warranty for the entire SMA Commercial Storage Solution system is only granted if proper **Product registration** of all components, including their serial numbers via https://my.sma service.com, is carried out within 30 days of completion of initial commissioning. In addition, the warranty eligible person must provide the commissioning protocol (including serial numbers of all components) for the respective system upon request.
- If no proper registration has been carried out and the commissioning report has not been submitted on request of SMA or if it contains intentionally false information, SMA will reject the SMA Limited Factory Warranty for the entire system.
- For the system component "Battery", separate warranty conditions apply. To see the currently valid warranty conditions, go to www.SMA-Solar.com.

Product	25 years
JMS-F/JMS-FA Rapid Shutdown Box 1500V[8]	x

[8] The SMA Limited Factory Warranty of the **JMS-F/JMS-FA Rapid Shutdown Junction Box 1500V applies exclusively to the USA**.

Independent of the duration of the SMA Limited Factory Warranty, for all product types listed above, the **factory warranty period begins when the device is first commissioned (in line with the commissioning report) or with the invoice date of the first warranty claimant.** Requirement for this, however, is **a product registration on the SMA website** (www.my.Sma-Service.com/s/product-registration) **within 12 months after initial commissioning or the invoice date for the first warranty claimant.**. An automatic extension of the SMA Limited Factory Warranty to 10 years is hereby not included, except for the products explicitly listed above (under footnote no. 2).

If no proper and timely product registration occurs, the factory warranty period for all products begins on the day of delivery through SMA. This date (day of delivery) can be requested from SMA. For the SMA Commercial Storage Solution, the SMA Limited Factory Warranty does not apply if the registration is not carried out properly and on time.

The validity of this SMA Limited Factory Warranty requires that the device must be installed and commissioned in line with the manufactures installation manual that applies to the device in question. If structural or unauthorized changes of the device have been made, and SMA has not requested these changes, the SMA Limited Factory Warranty will be terminated on the date these structural or unauthorized changes were made, regardless of the periods mentioned above. If damage has been sustained to any structurally altered devices that were not altered at the request of SMA, 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 warranty claimant in advance about this costs. The repair will be performed depending on the warranty claimant's consent to cover these costs.

Warranty Coverage

The scope of the warranty coverage from the SMA Limited Factory Warranty is defined by the various warranty levels offered by SMA (standard SMA Limited Factory Warranty, Active- or Comfort-level).

In any case, the warranty claimant must accept a replacement device even if it has cosmetic defects that do not affect energy production or safety compliance. SMA will, at its sole discretion, use new and/or equivalent to new devices or parts in the original or the improved design. SMA will retain ownership until it receives the defective device.

SMA also 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) for products with SMA Limited Factory Warranties greater than 5 years, and to therefore satisfy the warranty obligations.

Standard SMA Limited Factory Warranty

Geographic Scope of Application

The obligations under the standard SMA Limited Factory Warranty are rendered worldwide.

Specification of Obligations

The standard SMA Limited Factory Warranty includes the provision of a replacement device or spare part of equivalent value in terms of product type, kVA power class or age at the relevant spare parts warehouse of SMA from the start of the warranty period for the duration of the warranty period regulated above. Transport and customs clearance do not fall within SMA's area of responsibility. Any costs and expenses incurred for this are to be borne by the warranty claimant.

Active–Level

Geographic Scope of Application

The scope of obligations of the Active-level of the SMA Limited Factory Warranty is provided in the following **SMA Active Support countries**, however excluding their associated islands and overseas territories:

Israel	Jordan	Namibia
San Marino	South Africa	Turkey
United Arab Emirates	Vatican City	

Specification of Obligations

Within the Active-level, the SMA Limited Factory Warranty covers the costs incurred for a replacement device of equivalent value in regard of product type, kVA power class or age as well as its shipping and the return of the defective device during the defined warranty period as part of and in accordance with the conditions stipulated herein from the date the warranty period begins.

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.

Special Information on the Shipping of 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 warranty claimant or to a different delivery address communicated in advance by the warranty claimant. This replacement device will be sent either in advance or after prepayment of the value of the replacement device and the costs of delivery, or after receipt of the defective device. Provided the warranty claimant was trained by SMA to perform an assembly replacement independently, SMA reserves the right to send an assembly in place of an replacement device. As required by SMA, the warranty claimant must return the defective device or defective assembly at his 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 also retain ownership of an assembly until it receives the defective assembly.

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

Should the warranty claimant return the defective device or defective assembly to SMA more than thirty (30) calendar daysafter receiving the replacement device or assembly, SMA shall be entitled to charge thewarranty claimant for the costs of the replacement device or assembly as well as for the administration of the overdue return (Return Material Authorization, RMA). 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

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 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 warranty claimant. The costs for returning the defective device as well as for returning it to the warranty claimant (transportation costs, export certifications, inspections, and customs duties) are borne by SMA.

Specific Information on the Coverage of Other Costs

SMA will inform the warranty claimant of any costs (including, but not limited to transportation, replacement device value, export certifications, inspections, customs duties, travel, or accommodation) 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.

Comfort–Level

Geographic Scope of Application

The scope of obligations of the Comfort-level of the SMA Limited Factory Warranty is provided in the following **SMA Comfort Support countries**, however excluding their associated islands and overseas territories:

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

Specification of Obligations

Unless otherwise stated in this document in the description of the Active-level above and herein below, the scope of obligations under the Comfort-level covers all obligations applicable to the Active-level. 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 SMA Service Line.

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), the SMA Limited Factory Warranty includes 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 level roof top, as well as the costs for transportation, export certifications, inspections, and customs duties for parts replaced or returned or for devices. 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 warranty claimant's own employees, or the costs of third-parties that have not been authorized by SMA – are covered by the SMA Limited Factory Warranty.

Warranty Exclusions

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 or incorrect commissioning not provided by SMA
- Earth fault due to wrong grounding (PEN/GND) and wrong size of ground cables (of transformer-less) inverters in PV system (incl. PV array)
- Non-SMA authorized modifications, changes, or attempted repairs
- Insufficient ventilation of the device and any consequential thermal damage
- Corrosion due to exposure to aggressive atmospheres or environmental 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 shutdown, improper DC ratio)
- Use of battery types not certified for operation with SMA battery inverters
- Sunny Island and Sunny Boy Storage inverters that exceed 20,000 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 devices rated power)
- Accidents and external influences
- Force majeure, examples including, but not limited to: overvoltage, lighting strikes, floods, fires, earthquakes, storm damage, pest damage and rodents damage

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

- All items not originally sold by SMA including, but not limited to, installed cables, controllers, (rechargeable) batteries, Current Transformers (CT), Voltage Transformers (VT), and communications devices.
- Consumables and parts of the device which are subject to regular wear and tear (including, but not limited to, EV charge cable, RFID charge card, varistors, fans, surge arresters, string fuses, ESS handles, filters, (rechargeable) batteries, or 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 the entire device is replaced under this SMA Limited Factory Warranty, the remainder of the warranty period will be transferred to the replacement device. If device components are replaced or repaired under this SMA Limited Factory Warranty, the components used will be covered by the same remainder of the warranty period as the repaired device.

Procedure to Exercise Rights under this SMA Limited Factory Warranty

The warranty claimant must notify SMA of a device fault or defect within the defined 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 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://www.sma.de/en/ 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
  - 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 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.

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.

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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 MERCHANTABLE QUALITY, MERCHANTIBILITY, 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.

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.

Export Restrictions

(1) The Customer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied in connection with the Deliveries that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Customer shall furthermore not sell, export, or re-export, directly or indirectly, to the Republic of Belarus or for use in the Republic of Belarus any goods supplied in connection with the Deliveries that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

(2) The Customer shall ensure that the purpose of section 1 is not frustrated by any third parties in the commercial chain, including by possible resellers.

(3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties in the commercial chain, including by possible resellers, that would frustrate the purpose of section 1.

(4) The Customer shall immediately inform SMA about any problems in applying section 1, 2, or 3. In case of doubt about the existence of a problem, Customer shall provide SMA with the relevant information that allows SMA to assess the situation itself. The Customer shall make available to SMA information concerning compliance with the obligations under section 1, 2, and 3 within two weeks of the simple request of such information.

(5) Any violation of section 1, 2, or 3 shall constitute a material breach of contract, and SMA shall be entitled to seek appropriate remedies, including, but not limited to:

- a) termination of the contract, and
- b) a penalty of 3 % of the total price of the goods sold, unless the Customer is not responsible for the breach. In case SMA and the Customer have entered into a framework agreement, the penalty shall be 3 % of the total price of the goods sold under this agreement, unless the Customer is not responsible for the breach.

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.

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

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