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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

Note: this description of SMA Solar Technology AG's (hereinafter "SMA") Limited Factory Warranty is effective and applies to all purchases of the Product Types stated below conducted after **2023-7-5** – 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 HIGHPOWER PEAK1 (SHP 75-10), SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY ISLAND, SUNNY HOME MANAGER, SUNNY REMOTE CONTROL, SMA HYBRID CONTROLLER, SMA CLUSTER CONTROLLER, SMA COM GATEWAY, SMA INVERTER MANAGER, SMA BLUETOOTH REPEATER, SMA CT METER, SMA DC-COMBINER, SMA ENERGY METER, SMA RAPID SHUTDOWN SYSTEM, SMA WEBCONNECT, CLOUD CONNECT ADVANCED, JMS-F RAPID SHUTDOWN BOX 1500V, GATEWAY, GRID-CONNECT-BOX, MC-BOX, NA-BOX, SMARTFORMER, SMA STORAGE PACKAGE - BUSINESS, AUTOMATIC BACKUP UNIT, SMA EV CHARGER, SMA EV CHARGER BUSINESS, SMA DATA MANAGER M, SMA CONNECTION UNIT, SMA WEATHER STATION, SUNNY TRIPOWER SMART ENERGY, SMA COMMERCIAL STORAGE SOLUTION, SMA COMMERCIAL STORAGE, SMA COMMERCIAL STORAGE EXTENSION, SMA COMMERCIAL SYSTEM EXTENSION, SMA COMMERCIAL STORAGE COMBINER, SMA HOME STORAGE

No Restriction on Statutory Warranty Rights or other National Statutory Rights

The statutory warranty obligation of the device seller and the corresponding statutory warranty rights of the buyer which may not lawfully be excluded or limited are not affected by this SMA Limited Factory Warranty. Furthermore, should this SMA Limited Factory Warranty violate any national statutory rights which may not lawfully be excluded or limited and which grant the warranty claimant any rights in addition to the SMA Limited Factory Warranty, then such national statutory rights shall not be affected by the provisions of this SMA Limited Factory Warranty.

Warrantor

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

Warranty Eligibility

The persons who are eligible to raise claims under this SMA Limited Factory Warranty are only (i) buyers that have purchased the devices themselves and have put them into operation for the first time (herein "Initial Operator") and (ii) buyers that have acquired the devices legitimately and with no modifications from the Initial Operator or the Initial Operator's legal successor(s). The persons eligible under this SMA Limited Factory Warranty are herein referred to as "warranty claimant". Other persons are not authorized to assert claims against SMA under this SMA Limited Factory Warranty. 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	10 years
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	x		
SUNNY HIGHPOWER PEAK1 (SHP 75-10), SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY REMOTE CONTROL, SMA INVERTER MANAGER, SMA CT METER, SMA CLUSTER CONTROLLER, CLOUD CONNECT ADVANCED, GRID-CONNECT-BOX, MC-BOX, MC-BOX US (MCB-12U), NA-BOX, SMARTFORMER, SMA HYBRID CONTROLLER[1], SMA EV CHARGER		x	

[1] For the **SMA Hybrid Controller** the **commissioning documents must be signed** and returned to SMA **before commissioning (or the invoice date for the first warranty claimant) or the SMA Limited Factory Warranty will be voided**.

Product	2 years	5 years	10 years
SUNNY ISLAND: SIxxM-13, SIxxH-13 SUNNY BOY STORAGE: SBSxx-1VL-10, SBSxx-10 SUNNY BOY: SBxx1VL-40, SBxx1AV-41 SUNNY TRIPOWER: STPxx-3AV-40 SUNNY TRIPOWER SMART ENERGY: STP xxx-3SE-4x		x	x (when registering[2])
HOME STORAGE: SMA Home Storage	x		x (when registering[3]

[2] The warranty period of the SMA Limited Factory Warranty for these products extends automatically to **10 YEARS from 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 commissioning or the invoice date for the first warranty claimant (www.my.Sma-Service.com/s/product-registration) and the commissioning or the invoice date for the first warranty claimant occurs after **2021-04-01** (applies only to Spain, Poland, the Netherlands, Belgium and Luxembourg) or after **2021-10-01** (worldwide). Product registration is available from **2021-05-01** in Spain and worldwide from **2021-10-01**. 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 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 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.

[3] Registration in Sunny Portal and Online Service Center must be completed within 30 days of commissioning. However, the warranty begins no later than 9 months after delivery from the factory. For **SMA Home Storage** and for the system component **Battery**, **separate warranties apply**. To see the currently valid warranty conditions, go to www.SMA-Solar.com.

Product	2 years	5 years	10 years
SMA STORAGE PACKAGE - BUSINESS[5]		x	
SUNNY TRIPOWER[4]: STP xx000TL-US-10, STP xx-US-40, STP xx- US-41, STP xx-US-50 SUNNY BOY[4]: SB xx00TL-US-22, SB xx000TL-US-12, SB xx-1SP-US-4x, SB xx-1TP-US-4x, SB xx-LV-JP-4x[6], SB xx00TL-JP-22 SUNNY BOY STORAGE: SBS xx-US-10, SBS xx-JP-10, SBS-ABU-200-US-10 SMA RAPID SHUTDOWN SYSTEM, GATEWAY, SMA SPEEDWIRE/WEB-CONNECT DATAMODULE: SWDM-JP SMA CONNECTION UNIT: CU1000-US[4] SUNNY ISLAND: SIxxxx-US-10			x
SMA COMMERCIAL STORAGE SOLUTION, SMA COMMERCIAL STORAGE, SMA COMMERCIAL STORAGE EXTENSION, SMA COMMERCIAL SYSTEM EXTENSION, SMA COMMERCIAL STORAGE COMBINER			x (when registering[7])

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

[5] For the **SMA STORAGE PACKAGE - BUSINESS** the following terms shall apply:

- The SMA Limited Factory Warranty for System Packages will only be granted if the **Commissioning Report** (including serial numbers of all components) for the respective system (www.SMA-Solar.com) is duly completed and transmitted (Commissioning-Reports@SMA.de) **within 30 days after completed commissioning** of the system.
- If the Commissioning Report (including serial numbers of all components) is not duly completed or contains any sort of false declaration, SMA will reject the SMA Limited Factory Warranty for System Packages.
- For the system component **"Battery" separate Warranties apply**. Currently valid warranty conditions are available at www.SMA-Solar.com.

[6] As for **Sunny Boy 5.5 (SB xx-LV-JP-4x)** for Japanese market, it is necessary to register the product at SMA Sunny Portal in order to receive 5-year warranty extension (the period of the SMA Limited Factory Warranty will then be 15 years in total).

[7] The following conditions apply to the **SMA Commercial Storage Solution**, together with all extensions listed above:

- The SMA Limited Factory Warranty for the overall system will only be granted if the commissioning report (including serial numbers of all components) for the respective system is duly completed and sent to SMA within 30 days via the registration page after completed commissioning of the system: https://my.sma-service.com/.
- If the commissioning report is not sent or intentionally contains incorrect information, SMA will reject the SMA Limited Factory Warranty for the overall system. In this case, the individual system components will be granted a shortened SMA Limited Factory Warranty or covered by the statutory warranty.

- For the system component "Battery", separate warranty conditions apply. To see the currently valid warranty conditions, go to www.SMA-Solar.com.

Product	2 years	5 years	10 years	25 years
TS4-R[8], JMF-S Rapid Shutdown Box 1500V[9]				x

[8] TS4-R devices **require system registration in SMA Sunny Portal** (www.SunnyPortal.de) **or the Tigo Cloud (if there is a non-SMA inverter in the system), within 31 calendar days after first commissioning**. If the system is not remotely accessible, SMA's ability to remotely diagnose and remotely resolve problems will be reduced to supporting the warranty claimant using manual on-site methods.

[9] The SMA Limited Factory Warranty of the **JMS-F 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 commissioning or the invoice date for the first warranty claimant. If no proper product registration occurs, the factory warranty period for all products begins on the day of delivery through SMA**. An automatic extension of the SMA Limited Factory Warranty to 10 years is hereby not included, except for the products explicitly listed above.

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:

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

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 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 warranty claimant for the cost of administering the overdue Return Material Authorization (RMA) account. Return items will not be accepted without a valid RMA number obtained from SMA that is clearly displayed on the returned items packaging.

Specific Information if SMA chooses to Repair a Device at SMA's Premises

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

*Sunny Boy5.5-JP and STP50-JP-40 may be eligible for cashback based on Comfort contract.

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
- 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, 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 www.SMA-Solar.com under the heading SERVICE & SUPPORT (this does not apply to Japan). 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.

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.

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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