



Description of Services – SMA SMART CONNECTED

The "SMA SMART CONNECTED" service (hereinafter "SMART CONNECTED") applies exclusively for devices from the following product types:

SUNNY BOY 3.0 / 3.6 / 4.0 / 5.0

SUNNY BOY US 3.0-US / 3.6-US / 4.0-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

No restriction on the statutory warranty rights

The device seller's statutory warranty obligation and the buyer's corresponding warranty rights are not affected by the "SMART CONNECTED" service.

Service provider

The service provider is SMA Solar Technology AG (hereinafter "SMA").

Service recipient

The "SMART CONNECTED" service applies exclusively for (i) buyers that have purchased the devices themselves and have put them into operation for the first time and are using them as a component in a grid-connected PV system and (ii) buyers that have acquired the devices legitimately and with no modifications from the first PV system operator or from subsequent PV system operators and are using them as a component in a grid-tie PV system. Persons other than those mentioned above are not authorized to make claims against SMA arising from the "SMART CONNECTED" service. Assignment of these claims to persons who are not also PV system operators of the devices is ruled out.

Geographic scope of application

The "SMART CONNECTED" service applies for grid-connected PV systems located in the following countries:

Australia, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain, Switzerland, the United Kingdom, United States of America

Islands and overseas territories of these countries as well as other countries not explicitly mentioned here are excluded from the service.

Duration of the service

For the above-mentioned product types, the service recipient receives the "SMART CONNECTED" service for a maximum duration of the SMA factory warranty. If the service recipient purchases a SMA warranty extension for the above mentioned product types, the service duration of "SMART CONNECTED" is extended to the timeframe defined in the SMA warranty extension. The service provision period starts after the initial commissioning of the device (in accordance with the commissioning report) by, and/or for, the first PV system operator, but not until the PV system has been registered in SMA's own online monitoring platform "Sunny Portal" (www.sunnyportal.com) and the "SMART CONNECTED" service has been selected during the registration process. The service recipient can deselect his/her claim to the "SMART CONNECTED" service at any time in the "Sunny Portal" before the above-mentioned time span expires. After the service recipient has deselected the service, SMA bears sole responsibility for allowing him/her to resume usage of the service.

Description of the service

As part of the "SMART CONNECTED" service and for the agreed time in accordance with the conditions below, the operating state of the service recipient's PV system's inverter is monitored by SMA and the system data sent by the inverter to the "Sunny Portal" is recorded by SMA and saved for a limited length of time. If, in the course of monitoring, a deviation from the normal state that is classified by SMA as a device error is detected, SMA evaluates whether the inverter must be replaced in order to restore faultless operation.

If the answer to this evaluation is yes, SMA provides the service recipient with a replacement device in accordance with the SMA factory warranty and/or the SMA extended warranty purchased by the service recipient. The replacement device is delivered to the delivery address saved by the service recipient in Sunny Portal. The delivery address must be located within the geographical scope of application described here. The service recipient is informed of the delivery of the replacement device by means of an e-mail to the saved e-mail address. In addition, and as an option, the installer who was entered (along with his/her e-mail address) in the "Sunny Portal" during registration, receives e-mail notification of the delivery of the replacement device.

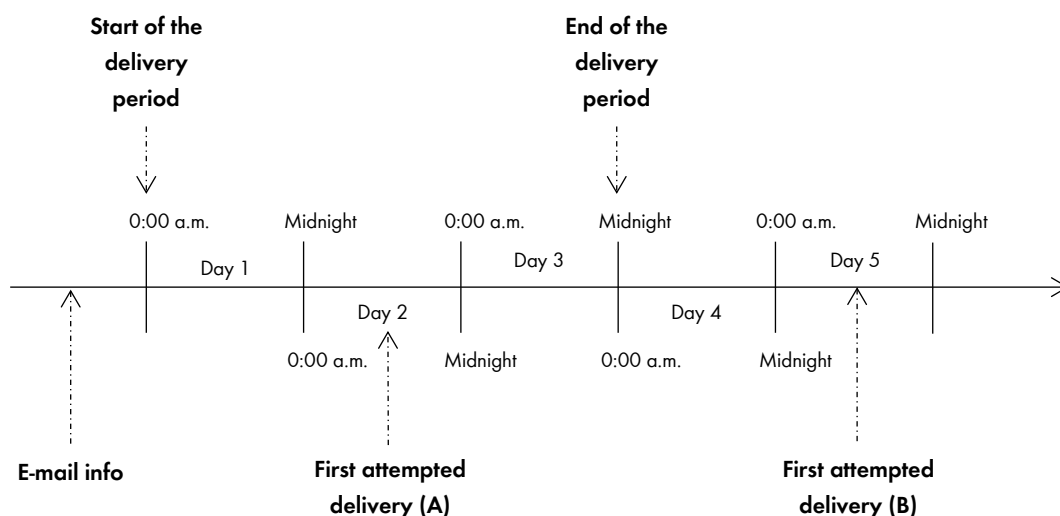
If the delivery is delayed for reasons beyond SMA's control, and if the service is not performed on schedule as a result, the service recipient is not authorized to make the claims described here against SMA.

Delivery period and non-compliance

When making a replacement delivery, SMA offers the service recipient a guaranteed delivery period. The delivery period starts at 0.00 a.m. on the work day following e-mail notification about the replacement delivery by SMA and ends at midnight on the third work day following this day. For this purpose, work days are Monday to and including Friday. National holidays are not considered business days. The delivery is regarded as on schedule if the first attempted delivery by SMA or by a third party authorized by SMA takes place within the above-mentioned delivery period.

If the first attempt to deliver the replacement takes place outside the delivery period, the service recipient receives a lump sum payment (incl. value-added tax) equal to the nominal value of EUR/GBP/AUD/CHF/USD 5.00 ("five euros / pounds sterling / Australian dollars / Swiss francs / American dollars") in local currency from SMA in respect of each completed work day up to the day of the first attempted delivery. The total value of said lump sum payment is restricted to EUR/GBP/AUD/CHF/USD 100.00 ("one hundred euros / pounds sterling / Australian dollars / Swiss francs / American dollars"; i.e. 20 work days).

Example:



(A): First attempted delivery within the delivery period → no payment

(B): First attempted delivery outside the delivery period → payment per completed work day (day 4 = €5.00)

Service recipient´s obligation to co-operate

As part of the "SMART CONNECTED", the service recipient undertakes to co-operate as follows:

- To register the PV system in the "Sunny Portal" (incl. agreement to the terms of use) within the first 30 calendar days of commissioning and to select the "SMART CONNECTED" service during the registration process
- In the event of a change, to immediately update all data (in particular, but not restricted to, data such as the e-mail address, telephone number, delivery address) that are requested during the registration process
- In the event of a replacement inverter delivery, to immediately register and update the serial number in the "Sunny Portal"
- To guarantee a permanent connection to the "Sunny Portal"
- To be willing to accept the delivery within the defined delivery period
- To request the lump sum payments in the "Sunny Portal" within the 20 work days following the first attempted delivery

If the service recipient fails to fulfil his/her obligation to co-operate in part or in whole, SMA is authorized to terminate the service commitment with immediate effect. If the first attempted delivery fails because the service recipient fails to accept the delivery, SMA or the third party in question makes one, but no more than two, further delivery attempts. The replacement device is then returned to SMA. Further delivery attempts are then only made at the request of, and in consultation with, the service recipient.

With regard to the transport costs, SMA is authorized to charge the service recipient for the full transport costs caused by the attempted deliveries made after the delivery has been returned to SMA and in consultation with the service recipient.

Final validity

The services described only apply for the deviations detected during monitoring. SMA offers no guarantee that all deviations from the normal state will be detected during monitoring.

Claims that go beyond the rights cited in this service description, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, or loss of profits are not covered by the "SMART CONNECTED" service, insofar SMA is not subject to statutory liability. In such cases, please contact the company that sold you the device.

All claims arising from or in connection with the "SMART CONNECTED" service are subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this Contract provided that the claimant is a Merchant according to the German Civil Code, a legal entity under public law or a person governed by public law.

In the event, the claimant is a Consumer according to § 13 German Civil Code, 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.

For further information, visit us at www.SMA-America.com under the section "Service".