



Warranty Conditions for the Lithium-Ion Battery of the SUNNY BOY 3600 SMART ENERGY and SUNNY BOY 5000 SMART ENERGY Inverters

SMA Solar Technology AG (hereinafter "SMA") as warrantor provides a warranty for a period of five years for the integrated lithium-ion batteries (hereinafter "battery") provided by SMA for the SUNNY BOY 5000 SMART ENERGY and SUNNY BOY 3600 SMART ENERGY PV inverters with integrated lithium-ion battery (hereinafter "inverter").

The warranty period begins with the purchase date of the storage system including battery by the PV system operator.

In the event of a warranty case, provided that the warranty conditions listed below have been observed and provided it is not impossible or disproportionate, the battery, at the discretion of SMA, is either

- repaired at SMA, or
- repaired on-site, or
- exchanged for a new battery.

A warranty case occurs when the battery shows a malfunction which no longer enables the intended use.

All other claims are excluded. The faulty batteries and other components to be replaced within the scope of the warranty become property of SMA when a service is provided under the warranty.

The provision of services under the warranty does not result in either the warranty period being extended or a new warranty period being initiated.

To determine the warranty entitlement, please submit a copy of the purchasing invoice or a copy of the warranty certificate, if necessary including the receipt of the extended warranty. The type label on the device must be completely legible. Otherwise, SMA is entitled to refuse warranty services. Please report defective devices with a detailed error description and the error code to the SMA Service Line. If we agree to a replacement, we generally send an equivalent replacement device, packaged appropriately for transport, within two work days. The defective device is to be packed in this transport packaging for return transport to SMA. All warranty services are free of charge only if the course of action is agreed with SMA in advance.

Cooperation Obligations of the PV System Operator

The PV system operator is obliged:

- to ensure that the batteries are operated only with the inverters approved by SMA.
- to take care that inverters and batteries are stored, installed, commissioned and operated according to the latest technical instructions issued by SMA. This information is included with the inverter and battery when delivered.
- to ensure that the ambient temperature of the battery is between 0°C and 40°C.
- in the event of a complaint, the battery-related measurement data that are automatically saved by the inverter are provided to SMA for the purposes of a detailed fault analysis.
- to report to SMA a claim under the warranty immediately, and no later than 14 days after signs arise of a problem that might lead to a claim (for definition see above). The contact details of the national SMA service branches can be found under www.SMA.de/en/Service.

Exclusion from the Warranty

This warranty does not apply to batteries that

- are not operated in accordance with the operating manuals for their intended purpose;
- have been incorrectly installed or commissioned;
- have been modified, altered or operated with other components not approved by SMA;
- have been physically damaged (e.g. damage from falls, from transportation);
- have been damaged by force majeure (e.g. flash of lightning, overvoltage, storm, fire);
- have been treated improperly, negligently in any other inappropriate way (including use outside of the recommended ambient conditions).

Claims that go beyond the rights cited in the warranty conditions, 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 this warranty, unless SMA is subject to statutory liability. In such cases, please contact the company that sold you the device. Possible claims in accordance with the Product Liability Act remain unaffected.

The warranty does also not apply if the above cooperation obligations and other duties of the PV system operator are not observed.

This warranty does not restrict the warranty claims of the purchaser arising from the purchasing contract entered into with the seller of the batteries.

All claims arising from or in connection with this warranty are subject to German law. Kassel, Germany is the exclusive place of jurisdiction for all disputes arising from or in connection with this warranty.