



## 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 December 1, 2018 and to that extent supersedes all prior SMA Limited Factory Warranty rights.

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, SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY ISLAND, SUNNY HOME MANAGER, SUNNY REMOTE CONTROL, SUNNY VIEW, SMA FUEL SAVE CONTROLLER, SMA CLUSTER CONTROLLER, SMA COM GATEWAY, SMA INVERTER MANAGER, SMA BLUETOOTH REPEATER, SMA CONNECTION UNIT, SMA CT METER, SMA DC-COMBINER, SMA ENERGY METER, SMA RAPID SHUTDOWN SYSTEM, SMA READY RACK, SMA WEBCONNECT, CLOUD CONNECT ADVANCED, TS4-R, GATEWAY, GRID-CONNECT-BOX, MC-BOX, NA-BOX, SMARTFORMER

### 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 unless authorized by the warranty claimant. Assigning and/or transferring these rights to persons other than a warranty claimant are ruled out.

### Warranty Period

For the **SUNNY VIEW** (except for the Sunny View models listed below), **SMA COM GATEWAY, SUNNY HOME MANAGER, SMA DC COMBINER, SMA ENERGY METER, SMA WEB CONNECT, SMA DATA MANAGER M, SMA Weather station: COM-WS-XXX-10**, the warranty claimant will receive a **2-YEAR** SMA Limited Factory Warranty.

For the **SUNNY HIGHPOWER, SUNNY TRIPOWER** (except for the Sunny Tripower models listed below), **SUNNY TRIPOWER STORAGE, SUNNY BOY** (except for the Sunny Boy models listed below), **SUNNY ISLAND** (except for the Sunny Island models listed below), **SUNNY REMOTE CONTROL, SUNNY VIEW: SUNNY VIEW-10-JP, SMA INVERTER MANAGER, SMA CT METER, SMA READY RACK, SMA CLUSTER CONTROLLER, CLOUD CONNECT ADVANCED, GRID-CONNECT-BOX, MC-BOX, NA-BOX, SMARTFORMER, SMA FUEL SAVE CONTROLLER**, including their standard accessories, interfaces, and disconnect options, the warranty claimant will receive a **5-YEAR** SMA Limited Factory Warranty. For the Fuel Save Controller the commissioning documents must be signed and returned to SMA before commissioning or the SMA Factory Warranty will be voided.

For the **SUNNY TRIPOWER: STPxx000TL-US-10, STP50-US-40, STPxx-US-41, SUNNY BOY: SBxx00TL-US-22, SBxx000TL-US-12, SBx.x-1SP-US, SBx.x-1TP-US, SBxx00TL-JP-22, SUNNY ISLAND: SI4.4M-12, SI6.0H-12, SI8.0H-12, SMA CONNECTION UNIT: CU1000-US, SUNNY BOY STORAGE: SBS-ABU-200-US-10, SMA RAPID SHUTDOWN SYSTEM, GATEWAY, SMA SPEEDWIRE/WEBCONNECT DATAMODULE: SWDM-JP**, including their standard accessories, interface and disconnect options, the warranty claimant will receive a **10-YEAR** SMA Limited Factory Warranty.

- 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.
- Sunny Boy Storage requires device registration at SMA Sunny Portal ([www.sunnyportal.de](http://www.sunnyportal.de)) within 31 calendar days after first commissioning. Otherwise, the warranty period is 5 years.

For the **TS4-R** the warranty claimant will receive a **25-YEAR** SMA Limited Factory Warranty.

- TS4-R devices require system registration at SMA Sunny Portal ([www.sunnyportal.de](http://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.

For all Product Types listed above, the factory warranty period begins when the device is first commissioned (in line with the commissioning report) by or for the first warranty claimant. 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 SMA's request, 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.

## Geographic Scope of Application

This SMA Limited Factory Warranty applies worldwide. Warranty coverage may vary in certain countries within the geographic scope of application (see below).

## Warranty Coverage

The SMA Limited Factory Warranty covers the costs incurred for repairs and/or replacement parts during the defined warranty period as part of and in accordance with the conditions stipulated herein from the date the warranty period begins. If a device becomes defective during the defined warranty period, the device will be (at the discretion of SMA)

- replaced with a device of equivalent value with regard to product type and age, or

- repaired on-site by SMA or 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), or
- repaired at SMA's premises by SMA or a service partner appointed by SMA, or
- for products with SMA Limited Factory Warranties greater than 5 years, the appropriate market value of the defective device (which is determined by SMA based on the market value that the device would have if it were not defective) will be reimbursed

The warranty claimant must accept a replacement device of equivalent value with regard to product type and age even if it has cosmetic defects that do not affect energy production, or safety compliance. SMA will, at its option, use new and/or equal to new condition parts of original or improved design in the repair or replacement of the warranty claimant's device.

### **Specific Information if SMA chooses to Supply a Replacement Device**

If SMA decides to replace the device, SMA will at its discretion either send in advance a replacement device or send a replacement device after prepayment of the value of the replacement device and the costs of delivery, or send a replacement device after receipt of the defective device. As required by SMA, the warranty claimant must return the defective device at its 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 is shipped from. The costs for removal and replacement of the device, as well as the transportation costs for sending the replacement device and returning the defective device (including, but not limited to, export certifications, inspections, and customs duties) are to be borne entirely by the warranty claimant. However, if the device is installed in an **SMA Primary Support Country**, (see table below) the SMA Limited Factory Warranty will also cover transportation costs, export certifications, inspections, and customs duties for replacement and returned devices.

SMA will retain ownership of the replacement device that has been delivered until it receives the defective device.

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

Should the warranty claimant return the defective device more than thirty (30) calendar days after receipt of the replacement device, then SMA has the right to charge the warranty claimant for the cost of administering the overdue RMA (Return Material Authorization) 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 On-site**

If SMA decides to repair the defective device on site (repair by SMA or a service partner appointed by SMA), the SMA Limited Factory Warranty covers the repair material and repair labor 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. No other costs – including, but not limited to, transportation, export certifications, inspections, customs duties, 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. However, if the device is installed in an **SMA Primary Support Country** (see table below), the SMA Limited Factory Warranty will also cover transportation costs, export certifications, inspections, customs duties, for replacement and returned parts or devices.

### 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 SMA in Kassel, Germany at its own risk in a packaging that is suitable for the transportation. Once the device has been repaired at SMA's premises, SMA will return the repaired device to the warranty claimant. The costs for removal and replacement of the device, as well as the costs for sending the device to SMA's facilities in Kassel, Germany and returning it to the warranty claimant including, but not limited to, transportation costs, export certifications, inspections, and customs duties are to be borne entirely by the warranty claimant. However, if the device is installed in an **SMA Primary Support Country**, (see table below), the SMA Limited Factory Warranty will also cover transportation costs, export certifications, inspections, and customs duties for the returned and repaired device.

### 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.

### SMA Primary Support Countries

SMA Primary Support Countries are the following countries, however excluding their associated islands and overseas territories:

Australia	Canada	Chile	China	EU Countries	India	Vatican City
Japan	Jordan	Liechtenstein	Malaysia	Mexico	Monaco	New Zealand
Philippines	San Marino	South Africa	South Korea	Switzerland	Taiwan	Thailand
Turkey	United Arab Emirates	United States of America	Brazil	Israel		

### Warranty Exclusions

The SMA Limited Factory Warranty does not cover damages or performance issues 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 sea coast/saltwater atmospheres or other aggressive atmospheres or environmental conditions outside the scope of design as defined in the data sheet of the device
- 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: over voltage, lightning strikes, floods, fires, earthquakes, storm damage and pest 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 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](http://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 error codes from the inverter.
- Additional information may be required, including, but not limited to:
  - model type number
  - installation site name
  - 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, fax or 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.

## **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 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 more information, please visit the "Service" section of our website at [www.SMA-Solar.com](http://www.SMA-Solar.com)**