



SMA Factory Warranty - SUNNY ISLAND/SUNNY BACKUP

Applies solely for the following products: Sunny Island, Sunny Island Charger, Sunny Backup, Meterbox for Sunny Backup, Multicluster-Box, Automatic Switch Box, Sunny Remote Control, BatFuse, Generator Management Box, Smart Load, SBU-CON.33.

The legal guaranty obligation of the seller of your device is not affected by this warranty and remains fully valid for 24 months from the date of delivery.

For the above named products, you receive an SMA factory warranty valid for 5 years from the date of purchase. The SMA factory warranty covers any costs which you incur for repair or replacement parts during the agreed period beginning at the date of purchase of the device, subject to the conditions listed below. This is not associated with a durability warranty.

Warranty Conditions

If a device becomes defective during the agreed SMA factory warranty period and provided that it will not be impossible or unreasonable, the device will be, as selected by SMA,

- repaired by SMA, or
- repaired on-site, or
- exchanged for a replacement device of equivalent value according to model and age.

In the latter case, the remainder of the warranty entitlement will be transferred to the replacement device and your entitlement will be documented at SMA.

Excessiveness in the meaning above exists in particular if the cost of the measures for SMA would be unreasonable

- in view of the value that the device would have without the defect,
- taking into account the significance of the defect, and
- after consideration of alternative workaround possibilities that SMA customers could revert to without significant inconvenience.

The factory warranty includes the costs of SMA for work and material for the restoration of faultless functioning in SMA's factory or for on-site repair work by SMA personnel. All other costs, particularly shipping costs, travel, and accommodation costs of SMA personnel for on-site repairs as well as costs of the customer's own employees are not included in the factory warranty.

When devices for private use are installed by natural persons in the EU region, Australia, Chile, China, Croatia, India, Israel, South Africa, South Korea, New Zealand, Norway, Switzerland, Thailand and the United Arab Emirates, the factory warranty also includes shipping costs or travel and accommodation costs of SMA service personnel for on-site repairs. This does not apply to islands and overseas territories of the indicated states.

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 warranty extension. The type plate on the device must be completely legible. Otherwise, SMA is entitled to refuse to provide warranty services.

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 2 working 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 was agreed with SMA in advance.

Scope of the Factory Warranty

The factory warranty does not cover damages that occur due to the following reasons:

- Transport damage
- Incorrect installation or commissioning
- Failure to observe the user manual, the installation guide, and the maintenance regulations
- Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable safety regulations (VDE standards, etc.)
- Force majeure (e.g., lightning, overvoltage, storm, fire)

Neither does it cover cosmetic defects which do not influence the energy production.

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 the factory warranty, insofar SMA is not subject to statutory liability. In such cases, please contact the company that sold you the device. Possible claims in accordance with the law on product liability remain unaffected.

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.

Information for Australian purchasers - Consumer statutory rights

For purchasers in Australia, your rights under this SMA factory warranty are in addition to any non-excludable statutory rights you may have as a Consumer, as that term is defined in section 3 of the Australian Consumer Law. Nothing in this SMA factory warranty is intended to affect your non-excludable statutory rights.

For purchases by an Australian Consumer, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Australian Consumers may send a claim under this warranty to

SMA Australia Pty Ltd.

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Fax +61 2 9491 4290

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www.SMA-Australia.com.au

For more information, visit us at www.SMA-Solar.com under the heading Service.