



## Description of Services – SMA SMART CONNECTED

### § 1 Included devices

The service "SMA SMART CONNECTED" (hereinafter "SMART CONNECTED") only applies to devices of the following product types provided they are connected to the internet via Webconnect function or the Sunny Home Manager 2.0 (HM-20), were registered in the SMA Sunny Portal (hereinafter "Sunny Portal") and have Smart Connected enabled:

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

SUNNY BOY STORAGE 3.7 / 5.0 / 6.0

SUNNY BOY STORAGE 3.8-US / 5.0-US / 6.0-US

### § 2 No restriction on 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.

### § 3 Service provider

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

### § 4 Service recipient

The "SMART CONNECTED" service applies exclusively to (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.

### § 5 Geographical scope of application

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

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

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

## § 6 Service duration and termination

- (1) For the above-mentioned product types, the service recipient receives the "SMART CONNECTED" service for the period of the SMA factory warranty provided the service recipient does not deselect the service or SMA does not terminate the service according to paragraph 5.
- (2) In the case of the purchase of an SMA extended warranty for the above-mentioned product types by the service recipient, the duration of "SMART CONNECTED" is always adjusted to the period specified in the SMA extended warranty provided the service recipient does not deselect the service or SMA does not terminate the service according to paragraph 5.
- (3) 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](http://www.sunnyportal.com)) and the "SMART CONNECTED" service has been selected during the registration process.
- (4) 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.
- (5) SMA can properly terminate the "SMART CONNECTED" service at the end of each calendar year with a notice of three (3) months. The termination must be given in writing.
- (6) The "SMART CONNECTED" service ends automatically without the need for the service recipient to deselect the service or termination by SMA if
  - a. the SMA factory warranty for the device for which "SMA CONNECTED" was selected, ends, and the SMA warranty had not been extended for this device or
  - b. the SMA extended warranty for the device for which "SMART CONNECTED" had been selected, ends.

## § 7 Transfer of the PV system to new PV system operator

If the PV system registered by the service recipient in Sunny Portal is sold to a new PV system operator, the service recipient is obliged to deregister in Sunny Portal for the "SMART CONNECTED" service and thus canceling the contractual relationship between SMA and the service recipient. Within 90 days of acquiring the PV system, the new PV system operator may sign up in Sunny Portal during the registration process by selecting the service "SMART CONNECTED".

## § 8 Service description

- (1) 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 PV system data sent by the inverter to "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 area 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 as soon as the need for a replacement has been identified.

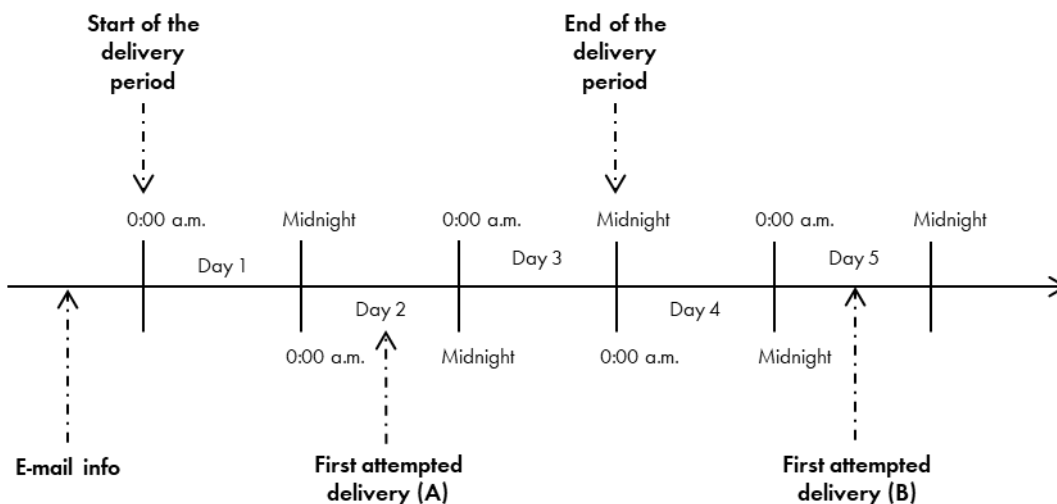
In addition, and as an option, the installer who was entered (along with his/her e-mail address) in "Sunny Portal" during registration, receives e-mail notification of the delivery of the replacement device.

- (2) 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.

## § 9 Delivery period and non-compliance

- (1) 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 and regional holidays are not considered work 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.
- (2) 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/US 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/US 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)

## **§ 10 Service recipient's obligation to co-operate**

- (1) As part of the "SMART CONNECTED" service, 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 90 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 Sunny Portal within ten days (in particular, but not restricted to, data such as 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" via the "Replacement Assistant" automatically popping up
  - To guarantee a permanent and uninterrupted 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
- (2) If the service recipient repeatedly fails to fulfill his/her obligation to co-operate in part or in whole after a written deadline has been set by SMA, 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.
- (3) 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.

## **§ 11 Changes to service description – SMART CONNECTED and change of the contracting party by SMA**

- (1) SMA reserves the right to change this service description – "SMART CONNECTED" at any time, if required for legal or factual reasons, insofar as the change appears necessary taking into account the interests of SMA and does not place the service recipient at disadvantage undue or in bad faith. In particular, but not exclusively, SMA may change the service description "SMART CONNECTED" to the extent that this is necessary due to unforeseeable changes which SMA has no influence on, in order to restore the balance of the contractual relationship as it existed when the contract was concluded. Unforeseen changes that require a contract adjustment to restore the balance of the contractual relationship may result, in particular, from technical innovations for the services offered or a change in the service offering of a third party whose services SMA receives as necessary advance. Furthermore, this service description "SMART CONNECTED" may be amended as far as it is necessary to fill in a loophole arising after the conclusion of the contract, if the difficulties to be eliminated caused by the loophole can only be eliminated by amending the service description during contract implementation. SMA will communicate changes to the service description SMART CONNECTED in a timely manner to the service recipient prior to their coming into force. The changes will become effective if the service recipient does not make an objection within two weeks. Upon communicating about these changes, SMA will make the service recipient aware of his/her right to object and the consequences of not doing so.

- (2) SMA is entitled to transfer all or part of the rights and/or obligations arising from this service – "SMART CONNECTED" to a group company of SMA. SMA will give notice of the transfer to the service recipient in a timely manner prior to its entry into force. The service recipient may immediately terminate the service – "SMART CONNECTED" in "Sunny Portal" by deselecting the service.

## **§ 12 Final validity**

The rights stated in this service description "SMART CONNECTED" finally reflect the rights of the service recipient according to this "SMART CONNECTED" service. 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 as well as from gaining access to the defective device, and/or loss of power production or profits – are not covered by the "SMART CONNECTED" service. 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.

## **§ 13 Applicable law and place of jurisdiction**

- (1) 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). For a consumer as defined in Art. 6 of Regulation (EC) No. 593/2008, the following applies: In the event that SMA either (i) pursues a commercial or professional activity in the country in whose territory the consumer resides or (ii) in any way pursues such an activity in this country or in several countries, which include this country, and (iii) the Contract falls within the scope of this activity, then the above choice of German law does not have the result of depriving the consumer of the protection afforded to him/her by provisions that cannot be derogated from by the agreement by virtue of the law of the country where the consumer resides.
- (2) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with the "SMART CONNECTED" service provided that the service recipient is a Merchant according to the German Civil Code, a special fund under public law or a person governed by public law.
- (3) In the event, the service recipient 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 further information, visit us at [www.SMA.de](http://www.SMA.de) under the section "Service".**