



Description of Services – SMA SMART CONNECTED

§ 1 Included devices

The service "SMA SMART CONNECTED" (hereinafter "SMART CONNECTED") only applies to SMA products of the following product types provided they are connected to the Internet via Webconnect function, Sunny Home Manager 2.0 (HM-20) or Data Manager M, were registered in the SMA Sunny Portal (hereinafter "Sunny Portal") and have "SMART CONNECTED" enabled (as of: 2020-05-01):

Product group 1:

- EVC7.4-1AC-10 / EVC22-3AC-10
- SB1.5-1VL-40 / SB2.0-1VL-40 / SB2.5-1VL-40
- SB3.0-1AV-40 / SB3.6-1AV-40 / SB4.0-1AV-40 / SB5.0-1AV-40
- SB3.0-1AV-41 / SB3.6-1AV-41 / SB4.0-1AV-41 / SB5.0-1AV-41 / SB6.0-1AV-41
- SB5.5-LV-JP-41
- SB3.0-1SP-US-40 / SB3.8-1SP-US-40 / SB5.0-1SP-US-40 / SB6.0-1SP-US-40 / SB7.0-1SP-US-40 / SB7.7-1SP-US-40
- SB3.0-1SP-US-41 / SB3.8-1SP-US-41 / SB5.0-1SP-US-41 / SB6.0-1SP-US-41 / SB7.0-1SP-US-41 / SB7.7-1SP-US-41
- SBS3.7-10 / SBS5.0-10 / SBS6.0-10
- SBS3.8-US-10 / SBS5.0-US-10 / SBS6.0-US-10
- STP3.0-3AV-40 / STP4.0-3AV-40 / STP5.0-3AV-40 / STP6.0-3AV-40 / STP8.0-3AV-40 / STP10.0-3AV-40

Product group 2:

- STP 15000TL-30 / STP 20000TL-30 / STP 25000TL-30
- STP 12000TL-US-10 / STP 15000TL-US-10 / STP 20000TL-US-10 / STP 24000TL-US-10 / STP 30000TL-US-10
- STP 50-40/STP 50-US-40/ STP50-JP-40
- STP 33-US-41 / STP 50-US-41 / STP 62-US-41
- SHP 100-20 / SHP 150-20 / SHP 125-US-20 / SHP 150-US-20

§ 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 "SMART CONNECTED".

§ 3 Service provider

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

§ 4 Service recipient

"SMART CONNECTED" 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-tie system and (ii) buyers that have acquired the SMA products legitimately and with no modifications from the first system operator or from subsequent system operators and are using them as a component in a grid-tie system. Persons other than those mentioned above are not authorized to make claims against SMA arising from and in connection with "SMART CONNECTED". Assignment of these claims to persons who are not also system operators of the SMA products is ruled out.

§ 5 Geographical scope of application

"SMART CONNECTED" applies to SMA products in grid-tie systems located in the following countries:

Australia, Austria, Belgium, Canada, France, Germany, Italy, Japan, Luxembourg, the Netherlands, Spain, Switzerland, the U.K., United States of America. Islands and overseas territories of these countries as well as other countries not explicitly mentioned herein are excluded from the geographical scope of "SMART CONNECTED".

§ 6 Service duration and termination

- (1) For the above-mentioned SMA products, the service recipient receives services of "SMART CONNECTED" for the period of the SMA Limited Factory Warranty and in the case of purchase of an SMA Extended Warranty, the duration of "SMART CONNECTED" is always adjusted to the period of the SMA Extended Warranty provided that the service recipient does not disable "SMART CONNECTED" and SMA offers "SMART CONNECTED" according to § 5.
- (2) The service period of "SMART CONNECTED" starts after the initial commissioning of the SMA product (in accordance with the commissioning report) by, and/or for, the first system operator, but not until the SMA product has been registered in SMA's own online monitoring platform "Sunny Portal" (www.sunnyportal.com) and "SMART CONNECTED" has been selected during the registration process.
- (3) The service recipient can disable "SMART CONNECTED" at any time in the "Sunny Portal" before the above-mentioned time span expires. After the service recipient has disabled "SMART CONNECTED", it is in SMA's sole discretion to allow to resume usage of "SMART CONNECTED".
- (4) SMA can terminate "SMART CONNECTED" at the end of each calendar year with a notice of three (3) months. The termination must be given in writing.
- (5) "SMART CONNECTED" ends automatically without the need for the service recipient to deselect the service or termination by SMA if the SMA Limited Factory Warranty or the SMA Extended Warranty for which "SMART CONNECTED" was selected, ends.

§ 7 Transfer of the grid-tie system to new system operator

If the grid-tie system with the SMA product registered by the service recipient in Sunny Portal is sold to a new system operator, the service recipient is obliged to deregister "SMART CONNECTED" in Sunny Portal and thus canceling the contractual relationship between SMA and the service recipient. Within two (2) years of acquiring the system, the new system operator may sign up in the "Sunny Portal" during the registration process by selecting "SMART CONNECTED".

§ 8 Service description

- (1) As part of "SMART CONNECTED" and for the period mentioned in § 6 in accordance with the conditions below, the operating state of the service recipient's system's SMA product is monitored by SMA, and the system data sent by the SMA product to the "Sunny Portal" is recorded and saved by SMA for a limited period 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 SMA product must be replaced or repaired in accordance with the SMA Limited Factory Warranty or the SMA Extended Warranty purchased by the service recipient in order to restore faultless operation.

It is differentiated between two types of error patterns (error pattern of category 1 and error pattern of category 2) which will be handled differently.

In the case of category 1 error patterns (failure of the SMA product has already been discovered) an automatic replacement or repair of the SMA product is triggered. No further clarification is needed. A delivery of service hardware (e.g. replacement device for the SMA product or spare part of the SMA product) will be scheduled in accordance with the SMA Limited Factory Warranty or the SMA Extended Warranty purchased by the service recipient.

In the case of category 2 error patterns (failure diagnosis to be done), an analysis of the SMA product status is necessary because the error may not be caused by the SMA product. The cause of the error must be analyzed before delivering service hardware. If the SMA product is causing the error, SMA will schedule a delivery of service hardware in accordance with the SMA Limited Factory Warranty or the SMA Extended Warranty.

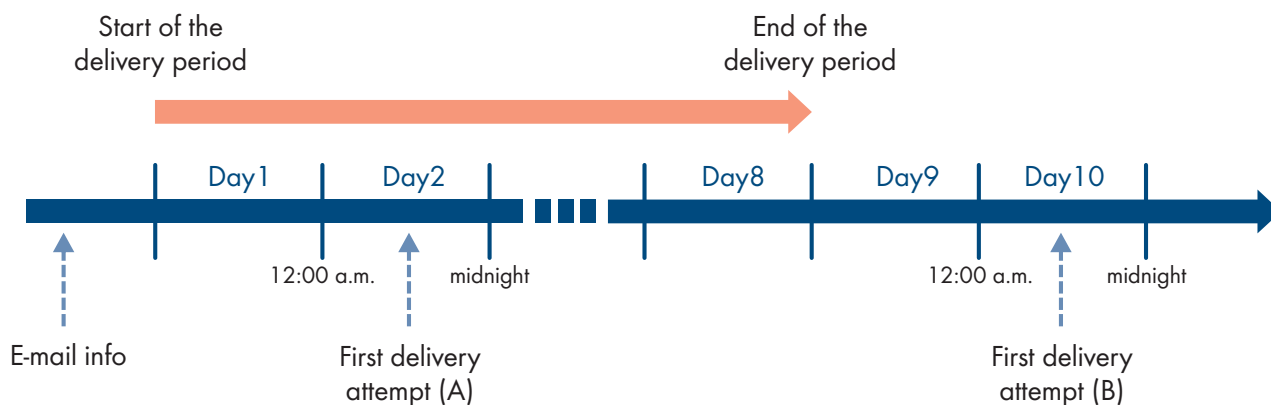
The service hardware is delivered to the delivery address entered into the "Sunny Portal" by the service recipient. The delivery address must be located within the geographical scope of application described in § 5. The service recipient is informed of the delivery of the service hardware by means of an e-mail to the e-mail address which has been entered into the "Sunny Portal" by the service recipient, as soon as the need for the delivery of service hardware 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 service hardware.

- (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) If the delivery of service hardware is necessary, SMA offers the service recipient a guaranteed delivery period after fault diagnosis. The delivery period starts at 0:00 a.m. on the work day following e-mail notification about the delivery of service hardware by SMA and ends at midnight on the eighth 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 service hardware 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 delivery attempt within the delivery period → No payment

(B): First delivery attempt within the delivery period → Payment per completed work day (day 9 = €5.00)

- (3) The guaranteed delivery period according to § 9 (1) and § 9 (2) is excluded for SMA products of product group 2 listed in § 1 and also for products located in the following countries: Canada, Japan.
- (4) In the event of a device fault in accordance with § 8 (1) for SMA products in product group 2 listed in § 1, no replacement device has to be supplied but the non-functional part of the device can be replaced. In this scenario, delivery of service hardware may also be carried out by a partner company commissioned by SMA. SMA or the contracted partner company shall establish contact within a maximum of seven business days after the fault diagnosis to coordinate a date for delivery. For product group 2 no lump sum payment is paid in case SMA or the contracted partner company could not establish contact in time.
- (5) The SMA service and delivery obligations are subject to the reservation of complete and timely supply to SMA itself or the complete and timely offer of services by a third party whose services SMA obtains as necessary (advance) service for its own performance.

§ 10 Service recipient's obligation to co-operate

- (1) As part of "SMART CONNECTED", the service recipient undertakes to cooperate as follows:
 - To register the grid-tie system/SMA product in the "Sunny Portal" (incl. agreement to the terms of use) within the first two (2) years of commissioning and to select "SMART CONNECTED" during the registration process
 - Correct, truthful specification of all contact persons in the "Sunny Portal"
 - In the event of a change of data: to immediately update all data in "Sunny Portal" within ten (10) 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 service hardware delivery: to immediately register and update the serial number in the "Sunny Portal" via the "Replacement Assistant" automatically appearing
 - 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 potential lump sum payments in the "Sunny Portal" within the 20 work days following the first attempted delivery
 - In case of a spare part replacement: active involvement in coordinating a replacement date

- (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 "SMART CONNECTED" 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 service hardware 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.

§ 11 Changes to service description of "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. 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 "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 "SMART CONNECTED" in the "Sunny Portal" by deselecting "SMART CONNECTED".

§ 12 Covid 19

Due to the outbreak of the Coronavirus (COVID-19), SMA cannot reasonably foresee, prevent, overcome, avoid or mitigate any delays which shall be caused by congestion, routing changes, restrictions or measures taken by respective responsible authorities.

§ 13 Final validity

The rights stated in this service description of "SMART CONNECTED" finally reflect the rights of the service recipient according to the "SMART CONNECTED". 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 "SMART CONNECTED". 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.

SMA is not liable for impossibility or for delays, insofar as these are caused by force majeure or other unforeseeable events at the time the contract was concluded (e.g. operational disruptions of all kinds, strikes, lawful lockouts, lack of workers, energy or raw materials, including lack of fuel, mobilization, war, blockade, epidemics/pandemics, export and import ban, fire, traffic blocks), which SMA is not responsible for. Insofar as these events, which are not exhaustively listed, make delivery substantially difficult or impossible for SMA and the hindrance is not only of temporary duration, SMA is

entitled to withdraw from "SMART CONNECTED" or to terminate it. In the event of hindrances of temporary nature, the delivery times are extended or the delivery dates are postponed by the period of the hindrance plus an appropriate start-up period. If the performance of the services "SMART CONNECTED" is unreasonable for the service recipient due to the delay, he/she can immediately end "SMART CONNECTED" by disabling "SMART CONNECTED" in the "Sunny Portal".

§ 14 Applicable law and place of jurisdiction

- (1) All claims arising from or in connection with "SMART CONNECTED" 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 "SMART CONNECTED" 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 more information, please visit the "Service" section of our website at <http://www.SMA-Solar.com>.