SMA Solar Technology AG | Sonnenallee 1 | 34266 Niestetal | Germany Phone: +49 561 9522-0 | Fax: +49 561 9522-100 | Internet: www.SMA.de | E-mail: info@SMA.de Register court: Amtsgericht Kassel HRB 3972 Chairman of the Supervisory Board: Günther Cramer Managing Board: Jürgen Dolle, Roland Grebe, Pierre-Pascal Urbon, Marko Werner



## SMA Manufacture and Shipment Warranty Japan

The SMA Manufacture and Shipment Warranty Japan applies solely to the following products: Sunny Boy 3500TL-JP-22; Sunny Boy 4500TL-JP-22; Sunny View and CT Meter.

The manufacturer warranty of your SMA device, a unique 2 year warranty as per German law, is not affected by the SMA Manufacture and Shipment Warranty Japan and remains fully valid for 24 months from the date of delivery ex works SMA. This is not associated with a durability guarantee.

For the products Sunny Boy 3500TL-JP-22 and Sunny Boy 4500TL-JP-22, you receive an SMA Manufacture and Shipment Warranty Japan valid for 10 years from the date of transferring ownership from SMA AG to purchaser, or such other period as may be stipulated by agreement.

For the products Sunny View and CT Meter, you receive an SMA Manufacture and Shipment Warranty Japan valid for 5 years from the date of transferring ownership from SMA AG to purchaser, or such other period as may be stipulated by agreement.

The SMA Manufacture and Shipment Warranty Japan covers costs incurred for repair or replacement parts during the agreed period beginning at the date of transfer of ownership of the device, subject to the Warranty Conditions listed below.

You may execute an agreement for extending this SMA Manufacture and Shipment Warranty Japan within the first 5 years of the SMA Manufacture and Shipment Warranty Japan for Sunny Boy 3500TL-JP-22 and Sunny Boy 4500TL-JP-22. Prices are based on the respective SMA price list valid at the time the warranty extension is signed.

## Warranty Conditions

If a device becomes defective during the agreed SMA Manufacture and Shipment Warranty Japan period and provided that it will not be impossible or unreasonable, the device will be, at the discretion of SMA, exchanged for a replacement device of equivalent value according to model and age. The remainder of the warranty entitlement will be transferred to the replacement device and the transaction will be documented at SMA.

If the cost of the warranty to SMA would be unreasonable, particularly:

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

then it exceeds the scope of the warranty to that extent.

The Manufacture and Shipment Warranty Japan includes SMA costs for work and materials for restoration of the defective device to normal operating function conducted at SMA's factory. All other costs, particularly travel and accommodation costs of SMA personnel for on-site repairs, costs for system integration of replacement device into the PV Grid or communication network, as well as own costs of the customer, customer' s personnel costs and any other costs incidental thereto are not included in the Manufacture and Shipment Warranty Japan.

When devices are installed in Japan, the Manufacture and Shipment Warranty Japan also includes shipping costs for the replacement of the defective device, in general to the purchaser's address.

To determine warranty entitlement, please submit a copy of the purchasing invoice from SMA AG 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.

Please report defective devices with a brief description of the malfunction of the device, such as the error-code, date of malfunction and PV plant configuration (PV generator and AC grid) to our SMA Service Line.

If we agree to provide a replacement device, we generally send an equivalent replacement device, packaged appropriately for transport, within 2 working days, in general to the purchaser's address. The defective device has to be packaged appropriately. Therefore, the transport packaging of the replacement device should be used for return transport to SMA. The defect device should be returned to SMA within 14 days.

During the warranty period, all services in the course of action need prior SMA approval and will be documented at SMA.

## Scope of the Manufacture and Shipment Warranty Japan

The Manufacture and Shipment Warranty Japan does not cover damages that occur due to the following reasons:

- Transport damage caused by any party
- Problems due to incorrect installation, wiring, piping, etc.
- Failure to observe the user manual, the installation guide, and the maintenance regulations
- Modifications or repairs of the device without SMA's prior approval
- Inappropriate use or operation of the device
- Use of the device without sufficient ventilation
- Failure to observe the applicable safety regulations (Japanese electrical and safety standards, etc.)
- Force majeure (e.g., lightning, overvoltage, storm, fire, war ,riot or other contingencies beyond the control of SMA)
- Design / Operation by persons other than those trained in appropriate courses

nor does it cover cosmetic defects which do not impact electricity generation.

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, claims for compensation of costs arising from removal and re-installation, or loss of profits are not covered by the Manufacture and Shipment Warranty Japan, insofar as SMA is not subject to statutory liability.

In such cases, please contact SMA through our Service office in Japan.

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.

SMA Solar Technology AG Sonnenallee 1 34266 Niestetal, Germany