



## Limited Warranty for commercial SMA battery storage systems (STORAGE-67-TS-10)

As of: 2019-01-15

### General Information

This Limited Warranty (hereinafter "Warranty") applies to the **STORAGE-67-TS-10-Batteries**. For the assertion of rights from this Warranty, the warranty claimant must notify SMA in writing of a product fault or defect within the defined warranty period.

### Statutory warranty

The statutory warranty obligation of the device seller and the corresponding statutory warranty rights of the buyer are not affected by this Warranty. Furthermore, should this 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 this Warranty, then such national statutory rights shall not be affected by the provisions of this Warranty.

### Warrantor

The warrantor is SMA. SMA reserves the right to have the services specified in this Warranty conducted by SMA authorized service partners.

### Warranty Eligibility

The persons who are eligible to raise claims under this 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 Warranty are herein referred to as "warranty claimant". Other persons are not authorized to assert claims against SMA under this Warranty. However the warranty claimant may appoint a third party to raise its claims under this Warranty. Assigning and/or transferring these rights to persons other than the warranty claimant, is not permitted.

### 10-year performance warranty

This 10-year performance warranty is an additional voluntary service by SMA and relates to the performance of the energy storage from commissioning, especially of the lithium batteries. It does not extend to the software (neither from SMA nor from third parties).

The warranty claimant is aware that the energy storage is subject to aging with a decrease in the storage capacity according to the charging frequency and temperature. When reaching the capacity limit of 70% of the rated capacity, the end of service life has been reached.

The 10-year performance warranty takes into account a constant decrease in storage capacity and full charging cycles over time. The warranty period begins with commissioning of the energy storage.

This being said, SMA guarantees the following number of charging cycles while observing the respective temperatures.

Guaranteed cycles	DOD (Depth of discharge)	Temperature range	C rate (Discharge current)	EOL (End of life)	Performance warranty
6.500	100 %	10°C to 18°C	0.5	70 %	Max. 10 years
6.000	100 %	23°C ± 5°C	0.5	70 %	
3.900	100 %	28°C to 45°C	0.5	70 %	
5.000	100 %	10°C to 18°C	1.0	70 %	
4.500	100 %	23°C ± 5°C	1.0	70 %	
3.000	100 %	28°C to 45°C	1.0	70 %	

Within the warranty period and before reaching the above guaranteed charging cycles each, a DC efficiency of the battery of 85% is still guaranteed within a period of ten years if the specified temperatures are observed.

### 5-year part warranty

This 5-year part warranty is also an additional voluntary service by SMA and refers to the following components:

- Active Battery Optimizer (ABO)
- Active Power Unit (APU)

SMA guarantees the functionality of the aforementioned parts for a period of five years from commissioning of the energy storage by the warranty claimant for defects in the components, which are demonstrably based on a material and/or manufacturing defect.

### Fulfilment

- (1) SMA decides at its own discretion on the measure for the correction of the defect. The repair of parts or the replacement of the product occurs on an exchange basis with an equivalent but not necessarily identical product, which is either a new product or a reconditioned product that corresponds functionally to a new product. SMA is authorized to repair the parts or have them repaired. If the product has been discontinued before the warranty period expires, SMA can either provide a replacement product of substantially comparable quality and specification as the discontinued product or a new product. SMA will thus provide compensation so that at least the guaranteed minimum power is restored.
- (2) SMA expressly reserves the right to reimburse an appropriate market value of the defective product as determined by SMA (based on the market value that the device would have without the defect) for products covered by this Warranty instead of the warranty services.
- (3) Following the replacement, the defective product becomes the property of SMA after it has been transferred by the warranty claimant.
- (4) The Warranty regarding the repaired or replaced parts is covered for the remainder of the warranty period.

### Costs of usage

SMA or the service partner is authorized to charge the warranty claimant an examination fee of € 95.00 per hour,

- if the examination of the product by SMA or the service partner reveals that the warranty claimant, for whatever reason, is not entitled to a warranty claim;
- if no defect is found during the examination of the product and the device works faultlessly.

SMA or service partners will inform warranty claimant about any examination fees.

### **Warranty exclusions and restrictions**

Under this Warranty, SMA is only responsible for the repair or replacement of products that are subject to these warranty conditions.

Warranty services are excluded

- if the energy storage was not set up or operated in accordance with the usage and installation conditions (damages may not be based on normal wear and usual tear and/or improper operation) and/or the defects on the device are not due to a material and/or production defect (the energy storage must not be exposed to incorrect or unusual vibrations, voltages, power outputs and temperatures of more than 50°C and/or less than -10°C);
- if the warranty claimant does not provide a commissioning report countersigned by an installer who has successfully completed appropriate training (TESTVOLT training "Technology and Installation TSHV70" or SMA Solar Academy training "Photovoltaic Commercial Storage - the SMA Energy System") for commissioning and operation of the lithium battery storage STORAGE-67-TS-10;
- if the warranty claimant cannot present the original invoice;
- if the warranty claimant does not report the fault to SMA in writing within the warranty period.
- if the serial number on the product can no longer be identified or has been modified;
- if the warranty claimant cannot present a measurement report of a certified testing institute which proves the missing performance taking measurement errors into consideration;
- if the device had already been damaged during transport, but was commissioned by the warranty claimant regardless;
- if the energy storage has not been operated for at least six months;
- if force majeure (example: natural disasters such as floods, fires, earthquakes, flash of lightning or other abnormal environmental conditions, war, etc.) has damaged the energy storage;
- if the warranty claimant does not grant SMA or a third party access to the performance data of the data memory in the energy storage and/or manipulates the data, and if the warranty claimant refuses to install software updates provided by SMA.

### **Final Validity**

The rights mentioned in this Warranty reflect the exclusive rights of the warranty claimant in accordance with this 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, data or yield losses – are covered by this Warranty.

### **Others**

- (1) Contact persons for all questions and the assertion of warranty claims is SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal.
- (2) The claims out of this Warranty must be legally asserted to the warrantor within one year from the notification of claims out of this Warranty to the warrantor, otherwise they are excluded.
- (3) This performance warranty is not a warranty within the meaning of § 443 BGB (German Civil Code) for the condition of the STORAGE-67-TS-10 storage devices.
- (4) The invalidity of individual provisions of this Warranty does not affect the validity of the remaining provisions.

- (5) All claims arising from or in connection with this 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 Warranty falls within the scope of such activities, then the choice of German law as stated in this paragraph does however 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.
- (6) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this Warranty provided that the warranty claimant is a Merchant, a legal entity under public law or special assets under public law.
- (7) In the event the warranty 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, 77964 Kehl.