



SolarEdge Technologies Inc.
700 Tasman Dr. Milpitas, CA 95035

GENERAL TERMS AND CONDITIONS

1. General. This document, entitled "General Terms and Conditions" (referred to herein as the "Agreement"), forms an integral part of our purchase order and/or the quotation (the "Quotation") issued by SolarEdge Technologies Inc. or any of its subsidiaries or affiliates ("SolarEdge") to the buyer described in the Quotation ("Buyer") for the purchase of the products set out therein ("Products"). All Quotations are limited to the terms and conditions contained on the face and in this Agreement. Any additional or different terms proposed by Buyer in any purchase order or other document are hereby deemed to be material alterations, and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. Neither SolarEdge's acknowledgment of a purchase order nor SolarEdge's failure to object to conflicting, different, or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions herein.

2. Purchase Orders and Acceptance. All Purchase Orders placed by Buyer, whether in writing or electronically transmitted, are subject to SolarEdge's written acceptance ("Acceptance"); provided, however, that where such Purchase Orders comply with the terms of the Quotation, they will be deemed to be accepted upon receipt thereof by SolarEdge.

Rescheduling or Cancellation

2.1 Upon Acceptance, or deemed acceptance, Buyer shall become bound by the provisions of this Agreement, regardless of whether SolarEdge acknowledges or otherwise signs this Agreement. Once issued, Purchase Orders may only be modified or cancelled, in whole or in part, upon the mutual written agreement of SolarEdge and Buyer.

2.2 Notwithstanding Section 2.1, Buyer may reschedule the delivery date for a purchase order at most one time, upon written notice to SolarEdge so long as the rescheduled delivery date remains within the same calendar quarter of the original delivery date, and the reschedule request is initiated no less than twenty (20) days before scheduled delivery. Rescheduling beyond the calendar quarter of the original delivery date is not allowed.

2.3 Buyer may not cancel custom or made to order products.

2.4 Buyer may not return any SolarEdge goods or products that have been shipped and delivered to the Buyer.

3. Purchase Price and Payment.

3.1 Purchase Price and Payment. Buyer will pay SolarEdge the price for Products specified in the Quotation (the "Purchase Price") in accordance with the payment terms specified in the Quotation. Unless otherwise agreed in writing by SolarEdge and Buyer, (i) all invoices issued by SolarEdge for Products purchased are due within thirty (30) days of delivery; and (ii) all payments hereunder shall be made to SolarEdge in the currency denominated in the Quotation by check, cash or wire transfer to the account or specified on the invoice.

3.2 Taxes and other Charges. Unless otherwise indicated in the Quotation, the Purchase Price does not include any taxes and other charges applicable to the purchase, shipping and delivery of Products hereunder, all of which are in addition to the Purchase Price and shall be paid by Buyer.

3.3 Late Payments. Any amount not paid by Buyer when due will be subject to a finance charge equal to 1.5% per month (18 % per annum) or such lower rate which is the highest rate permitted by applicable law. Without limiting any remedies available to SolarEdge, SolarEdge may defer or cancel the relevant delivery of Products or goods ordered by Buyer from SolarEdge until full payment of all amounts due is made. Unless otherwise agreed in writing by SolarEdge, in no event may Buyer set-off any amounts due hereunder from amounts that may be owed to Buyer by SolarEdge.

4. Delivery and Shipment.

4.1 Delivery. SolarEdge will use reasonable efforts to meet the delivery dates stated on its Confirmation. In the event SolarEdge is unable to meet demand for shipments, it may, upon notice to Buyer, cancel orders or make partial shipments. Within three (3) calendar days of receiving notice from SolarEdge regarding cancellation of a shipment or intent to make a partial shipment, Buyer may cancel an order by providing written notice to SolarEdge. Payment for such orders shall become due within thirty (30) days of the delivery of each partial order in accordance with the payment terms set forth herein.

4.2 Shipment Terms. Unless otherwise stated in the purchase order, all shipments are Ex-Works (Incoterms 2010) SolarEdge plants or warehouses from which products are shipped. Notwithstanding the foregoing, at Buyer's request, SolarEdge may ship orders Free On Board (FOB) destination, freight prepaid and added (Incoterms 2010), provided however that the Buyer assumes all shipment costs. Title and risk of loss shall transfer to Buyer upon the delivery of the Products to SolarEdge's warehouse in case of Ex-Works delivery or upon the delivery of the Products to Buyer's requested destination (within the US) in the case of FOB Destination delivery.

4.3 Export Laws. Products delivered by SolarEdge are subject to Israeli and U.S. Export controls and may be subject to the trade laws of other countries. Buyer agrees to comply with all export control regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required. Buyer agrees not to export or re-export to entities on the most current Israeli and/or U.S. Export exclusion lists or to any country subject to U.S. Embargo or terrorist controls as specified in the U.S. Export laws including but not limited to Iran, Syria, Lebanon, Cuba and North Korea.

4.4 Risk of Loss and Title. Unless otherwise stated in the purchase order, risk of loss and title for the Products shall transfer upon delivery at the delivery point.

5. Inspection and Acceptance. Not later than fifteen (15) calendar days following receipt of any of the Products but in all events prior to any use or processing thereof, Buyer shall notify SolarEdge of any discrepancies between the quality (as ascertainable based upon visual inspection only) of the Products ordered and those actually delivered (a "Defect") or between the quantity of the Products ordered and those actually delivered. If Buyer does not provide such notice to SolarEdge within the foregoing time period, or if Buyer uses or processes the Products, such Products shall be deemed to have been conclusively received and accepted by Buyer without defects, and shall constitute full waiver of such claims by Buyer. In the event that

Buyer identifies discrepancies between the quantity or quality of the Products ordered and those actually delivered within the foregoing time period, Buyer shall promptly notify SolarEdge thereof in writing. Upon validation of such claim, SolarEdge will take further measures and provide Buyer with instructions in order to resolve any such discrepancy.

6. Intellectual Property and Use. Buyer acknowledges, understands and agrees that while Buyer is purchasing the physical embodiment of the Product, SolarEdge retains sole and exclusive ownership of all intellectual property rights and know-how embodied within and related to such Products. Except for the limited right to market, distribute and resell the Products, Buyer is not granted and has no rights in or to any such intellectual property, and shall not, directly or indirectly, modify, reverse engineer or disassemble the Products. Buyer may not remove or alter any SolarEdge trademarks, and Buyer agrees that any use of SolarEdge trademarks will inure to the sole benefit of SolarEdge. Buyer agrees not to incorporate any SolarEdge trademarks into Buyer's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

7. Warranty. SolarEdge provides warranty coverage for Products purchased hereunder. Such warranty is set out in the document entitled "Limited Product Warranty" available on the SolarEdge website, and is governed by the terms and conditions set out therein.

8. Disclaimer. FOR TRANSACTIONS IN WHICH THE PRODUCTS ARE NOT DEEMED TO BE CONSUMER PRODUCTS PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT, THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. FOR ALL OTHER TRANSACTIONS, THE DURATION AND EXTENT OF ANY IMPLIED WARRANTIES IS LIMITED TO THE FULLEST EXTENT ALLOWED BY LAW.

9. Indemnity.

9.1 Buyer shall be solely responsible for, and shall indemnify and hold harmless SolarEdge from and against all actions, causes of action, damages, losses, injury, costs, expenses and liabilities whatsoever arising out of or by virtue of any claim in respect of: (i) any misuse, abuse, negligence or failure to maintain the Products as specified by SolarEdge; (ii) any modifications, alterations or attachments to the Products which were not undertaken by SolarEdge or preauthorized in writing by SolarEdge; (iii) any failure to observe applicable safety regulations governing the proper use of the Product (including without limitation U.S. National Electrical Code requirements, IEC guidelines, VDE standards, and any other standards and requirements applicable at the installation location); (iv) installation or operation of the Products not in strict conformance with SolarEdge's instructions, including without limitation, failure to ensure sufficient ventilation for the Products; (v) modification or disassembly of the Products in any way without SolarEdge's prior written consent; and (vi) use of the Products in combination with items, articles or materials not authorized in writing by SolarEdge.

9.2 Each Party (the "Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other (the "Indemnified Party") to the extent it is based on a claim brought by a third party that Products or materials as provided by the Indemnifying Party to the Indemnified Party infringe such third party's patent or copyright or misappropriate such third party's

trade secret ("IP Claim"), and will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party; (a) gives prompt written notice of the IP Claim; (b) gives the Indemnifying Party sole control of the defense and settlement; (c) provides all necessary information and assistance; and (d) does not compromise or offer to settle the IP Claim.

9.3 Sections 9.2 does not apply to a claim arising out of: (a) compliance by the Indemnifying Party with the designs of the Indemnified Party; (b) modification of the Products; or (c) a combination comprising the Products in combination with any Buyer or third party services, hardware, software, data, or other materials.

10. Limitation of Liability. SUBJECT TO SECTION 9.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, OR OTHER ECONOMIC ADVANTAGE, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. .EACH PARTY'S LIABILITY TO THE OTHER FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE LOWER OF THE AMOUNT PAID BY BUYER TO SOLAREEDGE FOR THE PRODUCTS WHICH ARE THE SUBJECT MATTER OF THE CLAIM OR FIVE HUNDRED THOUSAND DOLLARS (\$500,000). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The limitations described in Section 10.1 do not apply to liability arising from: (i) death or personal injury resulting from negligent acts or omissions; (ii) claims for nonpayment; (iii) claims arising out of, in connection with or resulting from either party's infringement of the other party's intellectual property; (iv) the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); or (v) Buyer's indemnity obligations under Section 9.1 and 9.2.

11. Termination. SolarEdge may terminate this Agreement with immediate effect in any of the following events: (a) Buyer breaches this Agreement or any other of its obligations to SolarEdge and fails to remedy such breach (if capable of cure) within thirty (30) calendar days of receiving notice thereof from SolarEdge; or (b) where any bankruptcy, insolvency, liquidation, reorganization or similar proceedings are commenced with respect to Buyer, or Buyer is adjudged a bankrupt or becomes insolvent; or (c) Buyer makes an assignment for the benefit of, or proposes an arrangement with, its creditors, or a receiver or similar person is appointed in respect of all or any part of Buyer's assets.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement.

12.2 Amendment and Waiver. No amendment, supplement, consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the parties hereto and then only in the specific instance and for the specific purpose given.

12.3 Severability. If any provision of this Agreement is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected thereby.

12.4 Assignment. Buyer may not assign or transfer this Agreement or any of its rights or obligations hereunder without SolarEdge's prior written consent, which consent may be withheld at SolarEdge's sole discretion.

12.5 Relationship of the Parties. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

12.6 Force Majeure. A party is not liable for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve Buyer of its obligations to make payments then-owing.

12.7 Notices. All notices shall be in writing to the address or facsimile number indicated in the Quotation and/or Purchase Order. Notices shall be deemed accepted three (3) calendar days after delivery by international courier, or two (2) calendar days following transmission by mail (receipt confirmed), or seven (7) calendar days after delivery by registered mail.

12.8 Governing Law and Jurisdiction. This Agreement will be governed by the laws of California. The exclusive venue for litigation will be the appropriate courts located in Santa Clara County, California. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the international Sale of Goods will not apply to any dispute under the Agreement.

Revised: August 2020

Company Name / Seal

Approved and Agreed - Buyer's Authorized Signature

Printed Name & Title of Signatory

Date