

SALES GENERAL TERMS AND CONDITIONS

1. General. This document, entitled "General Terms and Conditions" (referred to herein as the "Agreement"), forms an integral part of the quotation, order confirmation or delivery commitment (the "Quotation") issued by SolarEdge e-Mobility S.R.L. or any of its subsidiaries or affiliates ("SolarEdge") to the buyer described in the Quotation ("Buyer") for the purchase of the products ("Products") or Services ("Services") set out therein. This Agreement sets out the only terms and conditions applicable to any sale by SolarEdge to Buyer of the Products and/or Services and, unless otherwise agreed in writing by SolarEdge, any terms and conditions set out in a purchase order issued by Buyer for Products ("Purchase Order") shall not be binding on SolarEdge.

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").

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.

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 15 (fifteen) from invoice delivery; and (ii) all payments hereunder shall be made to SolarEdge in the currency denominated in the Quotation by 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 1.0% per month (12 % 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 will inform Buyer regarding new terms of delivery at soonest.

4.2 Shipment Terms. Unless otherwise stated in the purchase order or Quotation, all shipments are Ex-Works (Incoterms 2020) SolarEdge plants or warehouses from which Products are shipped.

4.3 Export Laws. Products delivered by SolarEdge are subject to Italian 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.

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 2 days (two) 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

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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 correct any such discrepancy.

6. Limited Warranty. SolarEdge warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under SolarEdge. SolarEdge further warrants that for a period of 24 (twenty-four) months from the date of delivery to the common carrier (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by SolarEdge, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. In the event of a breach of the warranties set forth above (the "Warranties"), SolarEdge will, at SolarEdge's option and as SolarEdge's sole liability and Buyer's sole remedy, repair, replace or credit Buyer's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period SolarEdge is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) SolarEdge is given a reasonable opportunity to investigate all claims; and (iii) SolarEdge's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation, unauthorized alteration or repair or improper testing. No Products may be returned to SolarEdge until inspection and approval by SolarEdge and receipt by Purchase of a written "Return Good Authorization" from SolarEdge. The Warranty against defects does not apply to: (1) consumable components or ordinary wear items; or (2) use of the Products with equipment, components or parts not specified or supplied by SolarEdge or contemplated under the Product documentation.

Additionally, SolarEdge warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; and (b) the Services shall conform to any mutually agreed upon specifications or statements of work. Buyer's sole remedy, and SolarEdge's sole liability, for a breach of the foregoing warranty is for SolarEdge, at its option, to re-perform the Services or credit Buyer's account for such Services or credit Buyer in the amount of the value of the failed Products.

7. Disclaimer of Further Warranties. EXCEPT AS SET FORTH IN SECTION 6 ABOVE, SOLAREEDGE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). Products designed and manufactured by SolarEdge are capable of being used in a safe manner, but SolarEdge cannot guarantee their safe use and condition under all circumstances. IT IS BUYER'S OBLIGATION TO INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS AND LAWS, INFORMATION PROVIDED BY SOLAREEDGE, AND GENERAL INDUSTRY STANDARDS OF REASONABLE CARE. If SolarEdge provides installation or assistance in installation it is without warranty as to compliance with safety laws. It is Buyer's or other user's responsibility to provide all proper dies, devices, tools, training, and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, setup, or Service of the Products. Buyer shall comply with manuals furnished by SolarEdge and all other sources to ensure the safe use of the Products.

8. Limitation of Liability and Remedies. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLAREEDGE WILL BE LIABLE TO BUYER ONLY FOR DIRECT DAMAGES ACTUALLY INCURRED BY BUYER AND ONLY UP TO A MAXIMUM AMOUNT EQUAL TO THE PURCHASE PRICE FOR THE PRODUCTS THAT CAUSED SUCH DAMAGES, AND BUYER HEREBY RELEASES SOLAREEDGE AND ITS

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AFFILIATES FROM ALL OTHER CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITATION, (A) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF SOLAREEDGE HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE, (B) ANY LIABILITY ARISING IN TORT OR OTHERWISE, WHETHER OR NOT ARISING OUT OF SOLAREEDGE'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE AND (C) ANY DAMAGE OR INJURY ARISING FROM, OR AS A RESULT OF, MISUSE, ABUSE OR INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCTS BY PERSONS NOT AUTHORIZED BY SOLAREEDGE.

9. Service Terms. The following terms and conditions apply to any on-site Services provided by SolarEdge: (A) Services will be provided at SolarEdge's then current service rates. (B) Buyer shall prepare the site for the Services. If the site is not prepared for the Services upon SolarEdge service personnel's arrival at the agreed upon time and date for Services, SolarEdge may charge Buyer for any delay and/or travel time at SolarEdge's regular service rates. (C) Buyer shall provide SolarEdge with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Buyer's local jurisdiction. (D) SolarEdge may refuse, without any liability, to provide Services and to allow SolarEdge service personnel to suspend Services or vacate any site where, in SolarEdge's opinion, performance of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at SolarEdge's regular service rates. (E) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur on the site, except to the extent damages or injuries are directly caused by the negligence or willful misconduct of SolarEdge service personnel. (F) Buyer must provide at least 24 hours' notice of cancellation of any Service order. If Buyer cancels with less than 24 hours' notice, Buyer is responsible for any costs incurred by SolarEdge caused by such cancellation.

10. Technical Data. All physical properties, statements and recommendations are either based on the tests or experience that SolarEdge believes to be reliable, but they are not guaranteed.

11. Product Use. Buyer is solely responsible for determining whether any Product/Service is fit for a particular purpose and suitable for Buyer's method of application. Product prototypes or samples are not intended for use in public facilities. Accordingly, and due to the nature and manner of use of SolarEdge's Products, SolarEdge is not responsible for the results or consequences of use, misuse or application of its Products/Service by anyone anywhere.

If agreed, Products shall be individually developed, manufactured and delivered to the Buyer by SolarEdge in accordance with Buyer's requirements. In the course of such development activities, SolarEdge shall produce development samples or prototypes of the Products ("Samples"). These Samples shall be made available to the Buyer solely for the purposes of examination, evaluation and/or review of development progress. The Samples are therefore unsuitable for productive use, further processing by the Buyer and incorporation into the Buyer's products as well as for any serial delivery. Any such use of the Samples by the Buyer shall therefore be at the Buyer's own risk and to the exclusion of any warranty and liability of SolarEdge for such use. SolarEdge warrants only that the Samples have the characteristics expressly agreed with Buyer in writing and corresponding to the respective development stages or sample classes. Beyond this, SolarEdge shall not assume any warranty for further characteristics of the Samples and/or liability for circumstances, damage and other consequences in connection with them.

12. Tooling / Molds / Dies. Unless otherwise agreed in writing signed by SolarEdge, all material, equipment, facilities, and special tooling, (which term includes but is not limited to tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, and manufacturing

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aids and replacements thereof), used in the manufacture of the Products shall remain the property of SolarEdge. If any SolarEdge document states that the purchase price, capital expenditure or investment amount of any tooling, equipment, dies or anything else is being amortized over some period through a piece-price adjustment, Buyer agrees to pay SolarEdge for any shortfall in the amortization amount should the stated quantity not materialize in the stated timeframe (in each case as specified on the applicable SolarEdge Document).

13. Ownership of Intellectual Property and Use of Trademarks and Trade Names. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefore, and other information or intellectual property disclosed or otherwise provided to Buyer by SolarEdge and all rights therein (collectively, "Intellectual Property") will remain the property of SolarEdge and will be kept confidential by Buyer in accordance with these Terms. Buyer shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form and any copies thereof, shall be promptly returned to SolarEdge upon written request from SolarEdge. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Intellectual Property, other than the limited right to use the Products or Services purchased from SolarEdge. The sale of Products or Services by SolarEdge to Buyer does not include any design, development or related services associated with the Intellectual Property of the SolarEdge. Buyer shall not use, directly or indirectly, in whole or in part, SolarEdge's name, or any other trademark or trade name that is now or may hereafter be owned by SolarEdge (collectively the "Trademarks"), as part of Buyer's corporate or business name, or in any way in connection with Buyer's business, except in a manner and to the extent authorized herein or otherwise approved by SolarEdge in writing. Buyer hereby acknowledges SolarEdge's ownership of the Trademarks and the goodwill associated therewith. Buyer shall not infringe upon, harm or contest the validity of any Trademarks. Buyer shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Buyer shall reproduce the Trademarks exactly as specified by SolarEdge. Buyer shall not use the Trademarks in combination with any other trademarks or names. Buyer agrees that it will not (a) register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or (b) use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Buyer shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Buyer shall provide reasonable cooperation to SolarEdge with respect to any efforts of SolarEdge to protect, defend or enforce its rights to the Trademarks. Should Buyer cease being an authorized customer of SolarEdge for any reason, Buyer shall immediately discontinue any formerly permitted use of SolarEdge's name or the Trademarks.

14. Confidential Information. All information furnished or made available by SolarEdge to Buyer in connection with the subject matter of these Terms or a Purchase Order shall be held in confidence by the Buyer. Buyer agrees not to use such information or disclose such information to others (directly or indirectly) without SolarEdge's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Buyer of any obligation herein, (b) the Buyer can show by written records was in the Buyer's possession prior to disclosure by SolarEdge, or (c) is legally made available to the Buyer by or through a third party having no direct or indirect confidentiality obligation to SolarEdge with respect to such information.

15. Infringement and Indemnification. Except as set forth below, SolarEdge agrees to defend and indemnify Buyer against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information,

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or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of SolarEdge's proprietary Product to Buyer as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Buyer supplies SolarEdge written notice of such Claim immediately after the Buyer has notice of such Claim, (b) Buyer cooperates with SolarEdge in the defense and settlement of such Claim; and (c) Buyer allows SolarEdge the right to defend and settle such Claim at SolarEdge's expense. If a suit or claim results in any injunction or order that would prevent SolarEdge from supplying any part or Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of SolarEdge, otherwise cause SolarEdge to be unable to supply such parts or Products, SolarEdge may do one or more of the following: (i) secure an appropriate license to permit SolarEdge to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if SolarEdge cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in SolarEdge's sole discretion, SolarEdge may discontinue selling the part or Product without any further liability to Buyer. Notwithstanding the foregoing, SolarEdge shall have no liability or duty to defend and indemnify Buyer against any Claim relating to: (1) the use of any part or Product, (2) the combination of any part or Product with any other part or product not supplied by SolarEdge, or (3) any part or Product or process that is designed or specified by Buyer.

16. Force Majeure. SolarEdge will not be responsible for failure to perform in a timely manner when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, pandemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of SolarEdge's employees or the employees of others), raw material shortages. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable SolarEdge to perform. SolarEdge may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products or Services among itself and its Buyers in such manner as SolarEdge, in its judgment, deems fair and equitable.

17. Audit. Neither Buyer nor any Buyer representative may examine or audit SolarEdge's cost accounts, books or records of any kind or any matter, or any other data that SolarEdge, in its sole discretion, considers confidential or proprietary.

18. SolarEdge Employees. SolarEdge sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Buyer documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on SolarEdge or such SolarEdge employees.

19. Termination. Parties may terminate this Agreement with immediate effect in any of the following events: (a) Agreement breach or any other of its obligations and fails to remedy such breach (if capable of cure) within thirty (30) calendar days of receiving notice thereof from the non-breaching party; or (b) where any bankruptcy, insolvency, liquidation, receivership or similar proceedings are commenced with respect to one of parties, or one of the parties is adjudged as bankrupt or becomes insolvent; or (c) one of the parties 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 party's assets. Upon termination of this Agreement for any of the events indicated above, the non-breaching party will be released from any further obligations to the other party including without limitation the SolarEdge Product Warranty and monitoring or Services which shall end upon the effective date of termination hereunder.

20. Miscellaneous.

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

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20.2 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.

20.3 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.

20.4 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.

20.5 Independent Contractors. The parties are independent contractors and nothing contained in this Agreement shall give any party the right to bind the other party.

20.6 Export Laws. Products delivered by SolarEdge are subject to Italian law 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.

20.7 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 five (5) calendar days after delivery by international courier, or two (2) calendar days following transmission by email (receipt confirmed), or seven (7) calendar days after delivery by registered mail.

20.8 Governing Law. This Agreement and all purchase orders issued hereunder shall be governed by and construed in accordance with the laws of Italy and litigated exclusively in front of the court located in Milan, Italy. The United Nations Convention for International Sale of Goods application is expressly excluded.

20.9 Language. This Agreement is drawn up solely in the English language, which shall prevail in case of discrepancies with other documents and communications between the parties.

Approved and Agreed - Buyer's Authorized Signature

_____ Printed Name & Title of Signatory

_____ Date

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