
SolarEdge Technologies Ltd.
(1 Hamada St., Herzliya 4673335)

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 to which it is attached (the “Quotation”) issued by SolarEdge Technologies Ltd. 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”). It is clarified that the Buyer is not the end user customer. This Agreement sets out the only terms and conditions applicable to any sale by SolarEdge to Buyer of the Products 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”); 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. Upon such 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 thirty (30) of 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 1.5% 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. Deliveries will be made in accordance with Buyer’s written shipping instructions set out in the Purchase Order as may be modified by SolarEdge’s acceptance based on the general availability of Products. Delays in delivery which are due to reasons beyond the control of SolarEdge such as, by way of example, force majeure or events which make it considerably more difficult or impossible for SolarEdge to make delivery of Products for more than a temporary period of time, including strikes, lockouts, official directives (even if they are at the premises of SolarEdge’s suppliers or their suppliers), will entitle SolarEdge to defer delivery of the Products ordered by the period of the impediment plus an appropriate preceding period. In the event that due to the existence of such an event it becomes apparent to SolarEdge that delivery of the Products will not occur within the forecasted delivery schedule, SolarEdge will notify Buyer thereof and the delivery timeframe shall be extended until the event causing the delay has terminated plus a period of no more than thirty (30) calendar days. SolarEdge shall not be liable for any cost or damage due to early or late delivery. Notwithstanding the foregoing, if SolarEdge is unable to meet total demand for Products by SolarEdge’s customers, SolarEdge may allocate the available quantity of Products as it deems most equitable in making partial shipments or shipment cancellations, and may give preference to the earliest commitments made among SolarEdge’s customers. Buyer may cancel any order for such partial or cancelled shipments by providing written notice to SolarEdge within

three (3) calendar days of receipt of notification from SolarEdge regarding the anticipated delivery of such partial shipment of Products or order cancellation.

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 is shipped.

4.3 Packing and Shipping. SolarEdge will pack and ship Products ordered hereunder in accordance with its general practice unless specific instructions are provided by Buyer in the Purchase Order and Accepted by SolarEdge. Any additional costs incurred by SolarEdge as a result of such special packaging and/or shipping requests will be borne exclusively by Buyer.

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 sell the Products, Buyer is not granted and has no rights in or to any such intellectual property, and, except where specifically permitted by law, shall not, directly or indirectly, modify, reverse engineer or disassemble the Products. Buyer further acknowledges and agrees that it is solely liable for any claims of patent, trademark, or intellectual property infringement that may arise as a result of using or integrating the Products in combination with other materials, equipment or processes. In the event that Buyer desires to obtain Products for Buyer's own internal use, Buyer shall be obligated to enter into a separate agreement with SolarEdge.

7. Warranty. SolarEdge provides warranty coverage for Products purchased hereunder. Such warranty is set out in the document entitled "Product Warranty", a copy of which is attached hereto, and is governed by the terms and conditions set out therein.

8. Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THE PRODUCT WARRANTY, SOLAREEDGE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE, CONCERNING THE USE OR PERFORMANCE OF ANY OF THE PRODUCTS, OR THEIR DESIGN, MATERIALS, WORKMANSHIP, LIFE, PERFORMANCE OR SUITABILITY, OR THE INFORMATION, SPECIFICATIONS OR MANUALS PROVIDED WITH THEM. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WHATSOEVER WILL SOLAREEDGE HAVE ANY LIABILITY TO BUYER FOR ADVICE, ASSISTANCE, RECOMMENDATIONS OR INFORMATION PROVIDED BY SOLAREEDGE TO BUYER WITH RESPECT TO THE HANDLING, STORAGE OR USE OF ANY PRODUCTS.

9. Indemnity. 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 pre-authorized 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.

10. **Limitation of Liability.** 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 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 BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM, 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.

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. Upon termination of this Agreement for any of the events indicated above, SolarEdge will be released from any further obligations to Buyer, including without limitation the Product Warranty and monitoring or other services which shall end upon the effective date of termination hereunder.

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

12.6 **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.

12.7 Force Majeure. SolarEdge shall not be in breach of any of its obligations under this Agreement where the failure to perform or delay in performance is due, wholly or in part, directly or indirectly, upon the occurrence of any act of God, acts of governmental bodies or agencies foreign or domestic, sabotage, fire, terrorism, floods, earthquakes, explosions or other catastrophes, accidents, freight embargos, delays occasioned by carriers, delays of a supplier of SolarEdge, strikes, lockouts, labor unrest, labor shortages, manufacturing breakdowns or any other event beyond the control of SolarEdge.

12.8 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 email (receipt confirmed), or seven (7) calendar days after delivery by registered mail.

12.9 Governing Law. Unless a dispute has arisen between two Israeli companies, in which case Israeli law and jurisdiction shall apply, this Agreement and all purchase orders issued hereunder shall be governed by and construed in accordance with the laws of England.

12.10 Language. This Agreement is drawn up solely in the English language, which shall be the only recognized language in all documents and communications between the parties.

12.11. Buyer undertakes to enter into an agreement with a certified company under the WEEE directive, by an authorized authority in the states and countries in which it is selling SolarEdge products, to evacuate products and components at their End of Life stage, to authorized evacuation sites.

Revised: January, 2016

Company Name/Seal

Approved and Agreed - Buyer's Authorized Signature

Printed Name & Title of Signatory

Date