## SolarEdge Re-Energize Program Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PURCHASING A SOLAREDGE RE-ENERGIZE HOME HUB INVERTER, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ENROLL IN THE PROGRAM.

1. **General Description of the SolarEdge Re-Energize Program.** The SolarEdge Re-Energize Program (the "Program) allows youto purchase Re-Energize SolarEdge Home Hub inverters (part numbers *SExxxxH-USMNFxxxx*) at a discounted price specified in the pricing table provided by SolarEdge (the "Discounted New Inverter(s)"), as a replacement for existing SolarEdge Home Wave, StorEdge, EV Charging Inverter, or A-series inverters already installed on or before June 30<sup>th</sup> 2022 and monitored by SolarEdge (the "Existing Inverter(s)"), in an equivalent quantity of the Discounted New Inverters so purchased.

NOTE: IN THE INSTANCE THAT A DISCOUNTED NEW INVERTER DOES NOT REPLACE AN EXISTING INVERTER, THE 12-YEAR WARRANTY ON THE DISCOUNTED NEW INVERTER WILL BE IMPACTED OR REVOKED WITH NO LIABILITY TO SOLAREDGE WHATSOEVER.

For clarity, the Program is limited solely to residential sites in the United States of America installed on or before June 30<sup>th</sup>, 2022.

In order to continue receive the discounted inverter price as part of the Re-Energize Program, you will need to: (a) submit a PO for the Discounted New Inverters and pay according to your existing credit terms (if no terms exist, installer must pre-pay by check, wire, or credit card); (b) ensure that the Discounted New Inverter was installed instead of the Existing Inverter (at the same site) and is connected to the SolarEdge Monitoring Portal; (c) send SolarEdge the Existing Inverter back to SolarEdge and (d) ensure that telemetry data from the Discounted New Inverter is received in the SolarEdge Monitoring Platform.

2. **Eligibility**. To be eligible to participate in the Program, you must: (a) be an authorized reseller of SolarEdge or an authorized installer of SolarEdge (with the applicable certification to install SolarEdge Home Battery) who purchased the Discounted New Inverters from such authorized reseller of SolarEdge and; (b) be a United States resident who is at least 18 years old.

3. **Delivering the Existing Inverter.** As part of the Program, you shall send the Existing Inverter to the SolarEdge warehouse in the United States after submitting the necessary form at <u>this link</u>.

Please note that as part of the Program, you acknowledge and declare that you are directly and solely responsible to ensure that: (i) the homeowner, from whom the Existing Inverter was removed, authorized to collect the Existing Inverter from the site and send it to the SolarEdge warehouse; and (ii) that upon delivery, the title of the Existing Inverter transfers from you to SolarEdge as part of the Program, free and clear of all liens, claims, or encumbrances.

**4. Privacy and personal data.** Processing of personal data is governed by SolarEdge's Privacy Policy which can be found on SolarEdge's website (https://www.solaredge.com/privacy-policy).

## 5. GENERAL.

5.1 Term and scope. The Program term will be between October 1, 2023 until December 31, 2024 (the "Term").

5.2 To the fullest extent permitted by law each participant releases SolarEdge from any and all costs, damages, expenses, and losses which any participant may suffer or incur as a result of SolarEdge's action or inaction arising out of or in connection with this Program.

5.3 Limitation of Liability - No Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, SOLAREDGE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, INJURY, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, 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 SOLAREDGE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RELEASE FROM LIABILITY. YOU HEREBY RELEASES, ACQUITS AND DISCHARGES SOLAREDGE FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, OR OTHER TYPE OF FINANCIAL AND/OR OTHER LIABILITIES IN CONNECTION TO THIS PROGRAM.





6. **Warranty:** Each replacement inverter will come with a new, 12-year warranty, which shall be governed by SolarEdge's Limited Product Warranty which can be found on SolarEdge's website (https://knowledge-center.solaredge.com/sites/kc/files/se-limited-product-warranty-December-2023.pdf). If an extended warranty is desired, please follow the instructions at <u>this link</u> on how to purchase an extended warranty.