Solarpaint by Apollo Power

General Terms and Conditions 2025

1. Definitions

1.1. **"Company"** refers to Solarpaint Ltd., including all its subsidiaries and affiliates.

1.2. **"Apollo Power"** refers to the Company's parent company, holding 100% of it shares, and traded in the Tel Aviv Stock Exchange (TASE:APLP).

1.3. **"Customer"** refers to any entity or individual purchasing goods or services from the Company.

1.4. **"Goods"** refers to solar panels, related accessories, or other products manufactured or supplied by the Company.

1.5. **"Services"** refers to installation, maintenance, or any other service provided by the Company.

1.6. **"Agreement"** refers to any contract, purchase order, or other arrangement between the Company and the Customer incorporating these Terms and Conditions.

2. Applicability

2.1. These General Terms and Conditions ("**Terms**") apply to all offers, sales, deliveries, and services provided by the Company unless expressly agreed otherwise in writing.

2.2. Any Customer terms or conditions that conflict with or deviate from these Terms are expressly excluded unless agreed upon in writing by the Company.

3. Orders and Acceptance

3.1. All offers made by the Company are non-binding unless explicitly stated otherwise.

3.2. Orders are only considered accepted when the Company issues a written confirmation or commences performance of the order.

3.3. Modifications or cancellations of orders require the Company's written consent.

4. Prices and Payment

4.1. Prices are excluding taxes, duties, and other applicable charges unless specified otherwise.

4.2. Payment terms require 100% payment in advance, prior to shipping, unless otherwise agreed in writing.

4.3. Late payments are subject to interest at a rate of 4.5% per month or the maximum rate permitted by law, whichever is lower.

4.4. The Company reserves the right to withhold delivery or suspend services if the Customer fails to meet payment obligations.

5. Delivery and Risk

5.1. Delivery dates are estimates and not binding unless explicitly agreed otherwise in writing.

5.2. The delivery of Goods shall be made on an Ex Works (Incoterms 2020) basis, unless otherwise agreed in writing.

5.3. Delays caused by events beyond the Company's control, including but not limited to force majeure, shall not constitute a breach of the Agreement.

6. Title Retention

Title to the Goods remains with the Company until full payment is received. The Customer shall hold the Goods as fiduciary agent and bailee until payment is made. The Goods may not be encumbered or sold without the Company's written consent. In case of non-payment, the Company reserves the right to reclaim the Goods at the Customer's expense.

7. Warranty

7.1. The Goods are provided subject to the limited warranty terms, which is set forth in the warranty document accompanying the Goods.

7.2. For full details regarding the scope, limitations, and conditions of the warranty, please refer to the warranty documentation provided with the Goods.

8. Limitation of Liability

8.1. The Company shall be liable for the intended use of the Goods only if the Goods are used strictly in accordance with the instructions provided with or attached to the Goods.

8.2. The Company shall not be liable for any indirect, incidental, or consequential damages, including, without limitation, loss of profits, loss of revenue, or loss of business.

8.3. The Company's total aggregate liability under any Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually paid by the Customer for the specific Goods or Services giving rise to the claim.

8.4. Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury caused by negligence, or for any other liability that cannot be excluded or limited under applicable law.

9. Use and Alteration of Goods

9.1. The Customer agrees to use the Goods solely for their intended purpose and in accordance with the user and installation guide provided.

9.2. The Goods shall not be altered, modified, or tampered with in any way without the prior written consent of the Company.

9.3. Any unauthorized modification or misuse of the Goods by the Customer may result in the Customer being held liable for any damages, losses, or liabilities arising from such actions.

9.4. The Customer agrees to provide the Company with access to monitoring data relating to systems or equipment utilizing the Goods, for the purposes of improving product performance, as well as for maintenance, troubleshooting, and product development. If the Customer does not wish to provide such access, the Customer shall notify the Company in writing. The Customer acknowledges that withholding such access may limit the Company's ability to improve product performance or to provide certain support, maintenance, or warranty services.

10. Intellectual Property

10.1. The Company retains all rights to know how, patents, trademarks, copyrights, and other intellectual property related to its Goods and Services.

10.2. The Customer shall not reverse engineer, reproduce, or otherwise use the Company's intellectual property.

11. Confidentiality

11.1. Both parties agree to treat all non-public information disclosed in connection with the Agreement as confidential.

11.2. The Customer acknowledges that Apollo Power, the Company's parent company, is publicly traded on the Tel-Aviv Stock Exchange, and that all or part of the "Proprietary Information" may be considered "Inside Information" under Israeli Securities Law 5728-1968. The Customer undertakes not to unlawfully use or disclose such Inside Information, including by trading in Apollo Power's securities or sharing it with others who may trade. A breach of this section may violate Israeli Securities Law and regulations.

12. Termination

12.1. The Company may terminate the Agreement with immediate effect if the Customer:

- Fails to comply with payment terms.
- Breaches any other material term of the Agreement.
- Becomes insolvent or bankrupt.

12.2. Termination does not affect accrued rights or liabilities of either party.

13. Governing Law and Jurisdiction

13.1. The laws of the State of Israel govern these Terms.

13.2. Any disputes arising from or related to these Terms or the Agreement shall be subject to the exclusive jurisdiction of the courts in Tel Aviv.

14. Amendments

The Company reserves the right to modify these Terms at any time, provided that notice is given to the Customer in writing or through the Company's official website.

15. Miscellaneous

15.1. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

15.2. Failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provisions.

15.3. The Customer may not assign or transfer its rights or obligations under the Agreement without the Company's prior written consent.

15.4. These GT&C, together with any specific agreements or warranties provided by the Company, constitute the entire agreement between the Company and the Customer, superseding any prior agreements or understandings.