UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _________ to __________

Commission File Number: 001-36894

SOLAREDGE TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**20-5338862**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

1 HaMada Street
Herziliya Pituach, 4673335, Israel
(Address of Principal Executive Offices, zip code)

972 (9) 957-6620
(Registrant’s telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.0001 per share	SEDG	Nasdaq (Global Select Market)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer”, “accelerated filer”, “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller Reporting Company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by checkmark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of August 3, 2026, there were 61,525,748 shares of the registrant’s common stock, par value of $0.0001 per share, outstanding.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

(in thousands, except per share data)

	June 30, 2026	December 31, 2025
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 527,257	$ 455,075
Restricted cash	54,660	84,771
Marketable securities	19,685	38,097
Trade receivables, net of allowances of $28,909 and $17,224, respectively	211,874	267,441
Inventories, net	599,817	552,632
Prepaid expenses and other current assets	454,844	341,831
Total current assets	1,868,137	1,739,847
LONG-TERM ASSETS:		
Property, plant and equipment, net	253,942	269,351
Operating lease right-of-use assets, net	49,879	48,178
Intangible assets, net	5,780	7,129
Goodwill	49,846	50,123
Other long-term assets	75,946	67,566
Total long-term assets	435,393	442,347
Total assets	$ 2,303,530	$ 2,182,194

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited) (Cont.)

(in thousands, except per share data)

	June 30, 2026	December 31, 2025
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Trade payables	$ 460,141	$ 271,983
Employees and payroll accruals	66,098	73,992
Warranty obligations	69,918	89,330
Deferred revenues and customers advances	49,326	70,371
Accrued expenses and other current liabilities	274,842	297,819
Total current liabilities	920,325	803,495
LONG-TERM LIABILITIES:		
Convertible senior notes, net	332,332	331,561
Warranty obligations	238,979	268,559
Deferred revenues and customers advances	327,684	293,328
Finance lease liabilities	19,171	18,558
Operating lease liabilities	42,377	36,648
Other long-term liabilities	10,577	2,581
Total long-term liabilities	971,120	951,235
COMMITMENTS AND CONTINGENT LIABILITIES		
STOCKHOLDERS' EQUITY:		
Common stock of $0.0001 par value - Authorized: 125,000,000; Issued and outstanding: 61,512,619 and 60,360,154 shares as of June 30, 2026 and December 31, 2025, respectively	6	6
Additional paid-in capital	1,925,024	1,872,760
Accumulated other comprehensive income (loss)	8,813	(11,663)
Accumulated deficit	(1,521,758)	(1,433,639)
Total stockholders' equity	412,085	427,464
Total liabilities and stockholders' equity	$ 2,303,530	$ 2,182,194

The accompanying notes are an integral part of the condensed consolidated financial statements.

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF LOSS (Unaudited)

(in thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Revenues	$ 346,245	$ 289,429	$ 656,746	$ 508,909
Cost of revenues	251,093	257,298	493,313	459,242
Gross profit	95,152	32,131	163,433	49,667
Operating expenses:				
Research and development, net	52,751	53,386	102,906	115,383
Sales and marketing	27,265	28,725	54,714	60,382
General and administrative	24,539	19,789	60,961	49,972
Other operating expense, net	6,643	45,724	15,941	42,149
Total operating expenses	111,198	147,624	234,522	267,886
Operating loss	(16,046)	(115,493)	(71,089)	(218,219)
Financial income (expense), net	(12,378)	(7,323)	(13,415)	2,745
Other income, net	-	4,017	-	4,165
Loss before income taxes	(28,424)	(118,799)	(84,504)	(211,309)
Income taxes	(2,329)	(5,657)	(3,615)	(11,383)
Net loss from equity method investments	-	(288)	-	(575)
Net loss	$ (30,753)	$ (124,744)	$ (88,119)	$ (223,267)
Net basic and diluted loss per share of common stock	$ (0.50)	$ (2.13)	$ (1.44)	$ (3.83)
Weighted average number of shares used in computing net basic and diluted loss per share of common stock	61,045,194	58,567,394	61,152,904	58,345,680

The accompanying notes are an integral part of the condensed consolidated financial statements.

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (Unaudited)

(in thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Net loss	$ (30,753)	$ (124,744)	$ (88,119)	$ (223,267)
Other comprehensive income (loss), net of tax:				
Available-for-sale marketable securities	(6)	111	(398)	592
Cash flow hedges	3,894	5,255	3,167	4,109
Foreign currency translation adjustments on intra-entity transactions that are of a long-term investment nature	-	1,756	11,840	828
Foreign currency translation adjustments	(12)	9,614	5,867	13,080
Total other comprehensive income, net of tax	3,876	16,736	20,476	18,609
Comprehensive loss	$ (26,877)	$ (108,008)	$ (67,643)	$ (204,658)

The accompanying notes are an integral part of the condensed consolidated financial statements.

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (Unaudited)

(in thousands, except per share data)

	Common stock		Additional paid in Capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total
	Number	Amount				
Balance as of January 1, 2026	60,360,154	$ 6	$ 1,872,760	$ (11,663)	$ (1,433,639)	$ 427,464
Issuance of common stock upon exercise of stock-based awards	457,776	*-	3,850	-	-	3,850
Stock-based compensation	-	-	20,172	-	-	20,172
Other comprehensive income, net	-	-	-	16,600	-	16,600
Net loss	-	-	-	-	(57,366)	(57,366)
Balance as of March 31, 2026	60,817,930	$ 6	$ 1,896,782	$ 4,937	$ (1,491,005)	$ 410,720
Issuance of common stock upon exercise of stock-based awards	400,503	*-	*-	-	-	*-
Issuance of common stock under employee stock purchase plan	294,186	*-	8,232	-	-	8,232
Stock-based compensation	-	-	20,010	-	-	20,010
Other comprehensive income, net	-	-	-	3,876	-	3,876
Net loss	-	-	-	-	(30,753)	(30,753)
Balance as of June 30, 2026	61,512,619	$ 6	$ 1,925,024	$ 8,813	$ (1,521,758)	$ 412,085

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (Unaudited)

(in thousands, except per share data)

	Common stock		Additional paid in Capital	Treasury stock	Accumulated other comprehensive loss	Accumulated deficit	Total
	Number	Amount					
Balance as of January 1, 2025	58,027,126	$ 6	$ 1,813,198	$ (50,194)	$ (76,477)	$ (1,028,191)	$ 658,342
Issuance of common stock upon exercise of stock-based awards	263,327	*-	10	-	-	-	10
Stock-based compensation	-	-	32,511	-	-	-	32,511
Other comprehensive income, net	-	-	-	-	1,873	-	1,873
Net loss	-	-	-	-	-	(98,523)	(98,523)
Balance as of March 31, 2025	58,290,453	$ 6	$ 1,845,719	$ (50,194)	$ (74,604)	$ (1,126,714)	$ 594,213
Issuance of common stock upon exercise of stock-based awards	330,739	*-	*-	-	-	-	*-
Issuance of common stock under employee stock purchase plan (512,858 shares transferred from treasury stock)	512,858	*-	(27,243)	34,170	-	-	6,927
Stock-based compensation	-	-	20,087	-	-	-	20,087
Other comprehensive income, net	-	-	-	-	16,736	-	16,736
Net loss	-	-	-	-	-	(124,744)	(124,744)
Balance as of June 30, 2025	59,134,050	$ 6	$ 1,838,563	$ (16,024)	$ (57,868)	$ (1,251,458)	$ 513,219

* Represents an amount less than $1.

The accompanying notes are an integral part of the condensed consolidated financial statements.

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

(in thousands, except per share data)

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Cash flows from operating activities:		
Net loss	$ (88,119)	$ (223,267)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	11,687	16,227
Impairment of asset held-for-sale	-	38,339
Stock-based compensation expenses	39,549	50,687
Loss from business disposition	7,699	17,875
Loss (gain) from exchange rate fluctuations	(1,740)	1,516
Other items	7,984	(2,221)
Changes in assets and liabilities:		
Trade receivables, net	53,801	(54,686)
Inventories, net	(35,223)	125,125
Prepaid expenses and other assets	(125,103)	61,006
Operating lease right-of-use assets, net	6,600	5,153
Trade payables	188,259	71,217
Employees and payroll accruals	(7,173)	(2,038)
Warranty obligations	(48,975)	(34,609)
Deferred revenues and customers advances	13,362	(83,779)
Operating lease liabilities	(7,796)	(6,806)
Accrued expenses and other liabilities	21,032	46,285
Net cash provided by operating activities	35,844	26,024
Cash flows from investing activities:		
Investment in available-for-sale marketable securities	-	(172,773)
Proceeds from maturities of available-for-sale marketable securities	18,388	292,679
Purchase of property, plant and equipment	(11,983)	(11,365)
Business dispositions, net of cash sold	(2,631)	(7,322)
Proceeds from sale of property, plant and equipment	603	10,314
Repayment related to governmental grant	-	(6,643)
Proceeds from sale of investment in privately-held company	-	4,000
Withdrawal from (investment in) restricted bank deposits	2,700	(138)
Payments made before lease commencement	(26,162)	-
Proceeds from loan receivables	56	27,475
Other investing activities	498	(40)
Net cash provided by (used in) investing activities	$ (18,531)	$ 136,187

SOLAREDGE TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited) (Cont.)

(in thousands, except per share data)

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Cash flows from financing activities:		
Repurchase of convertible debt	$ -	$ (5,093)
Issuance of common stock upon exercise of stock-based awards	3,850	10
Tax withholding in connection with stock-based awards, net	7,668	323
Other financing activities	(737)	(1,850)
Net cash provided by (used in) financing activities	10,781	(6,610)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	5,287	6,966
Increase in cash, cash equivalents and restricted cash including cash classified within current held-for-sale assets	33,381	162,567
Change in cash classified within current held-for-sale assets	8,690	-
Increase in cash, cash equivalents and restricted cash	42,071	162,567
Cash, cash equivalents and restricted cash, beginning of period	539,846	409,939
Cash, cash equivalents and restricted cash, end of period	$ 581,917	$ 572,506
Supplemental disclosure of non-cash activities:		
Right-of-use asset recognized with a corresponding lease liability	$ 8,373	$ 11,360
Purchase of property, plant and equipment	$ 4,934	$ 5,156

The accompanying notes are an integral part of the condensed consolidated financial statements.

The following table reconciles cash, cash equivalents and restricted cash per the statement of cash flows to the balance sheet:

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Cash and cash equivalents	$ 527,257	$ 545,240
Restricted cash	54,660	27,266
Cash, cash equivalents and restricted cash, end of period	$ 581,917	$ 572,506

(in thousands, except per share data)

NOTE 1: GENERAL

a. SolarEdge Technologies, Inc. (together with its subsidiaries, the “Company” or “SolarEdge”) is a global smart energy technology company. The Company develops, manufactures, and sells products that address a broad range of energy market segments through its diversified product offering, including residential, commercial and large scale photovoltaic (“PV”), energy storage and backup solutions, electric vehicle (“EV”) charging capabilities, home energy management, grid services and virtual power plants. By leveraging engineering capabilities and focusing on innovation, safety and reliability, SolarEdge creates smart energy solutions that power our lives and drive future progress.

The Company sells products worldwide through large distributors and electrical equipment wholesalers directly to large solar installers and engineering, procurement, and construction firms. The Company's products are carried and actively sold by most of the top distributors as well as some of the largest electrical distribution companies. The Company has expanded its activity to other areas of smart energy technology both organically and through acquisitions.

b. Basis of Presentation:

The unaudited condensed consolidated financial statements and accompanying notes have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”). In management’s opinion, the unaudited condensed consolidated financial statements reflect all adjustments of a normal recurring nature that are necessary for a fair presentation of the results for the interim periods presented. The Company’s interim period results do not necessarily indicate the results that may be expected for any other interim period or for the full fiscal year.

The significant accounting policies applied in the annual consolidated financial statements of the Company as of December 31, 2025, contained in the Company’s Annual Report on Form 10-K/A filed with the Securities and Exchange Commission (the “SEC”) on March 23, 2026 have been applied consistently in these unaudited condensed consolidated financial statements. Certain prior year amounts have been reclassified to conform to current year presentation.

c. Trade receivables:

Trade receivables are stated net of credit losses allowance. The Company is exposed to credit losses primarily through the sale of products. The allowance against gross trade receivables reflects the current expected credit loss inherent in the receivables portfolio determined based on the Company’s methodology. The Company’s methodology is based on historical collection experience, customer creditworthiness and current economic condition. Additionally, specific allowance amounts are established to record the appropriate provision for customers that have a higher probability of default. Trade receivables are written off after all reasonable means to collect the full amount have been exhausted.

The following table provides a roll-forward of the allowance for credit losses that is deducted from the amortized cost basis of trade receivables to present the net amount expected to be collected:

	Six Months Ended June 30,	
	2026	**2025**
Balance, at the beginning of the period	$ 17,224	$ 43,038
Additions to allowance for credit losses not previously recorded	18,440	5,432
Recoveries collected	(6,727)	(21,171)
Amounts written off charged against the allowance	-	(9,363)
Foreign currency translation	(28)	1,571
Balance, at the end of the period	$ 28,909	$ 19,507

d. Use of estimates:

The preparation of financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses, government grants, income taxes and related disclosures in the accompanying notes. Actual results could differ from those estimates.

In preparing the Company's condensed consolidated financial statements, management considered the economic implications of inflation, geopolitical developments, including the conflict in Israel, currency fluctuation, and the Company's ability to benefit from certain tax credits in evaluating assumptions used in key accounting estimates. These factors were considered in assessing assets recoverability, inventory valuation and warranty obligations.

e. Concentrations of supply risks:

The Company depends on certain contract manufacturers and several limited or single source component suppliers. Reliance on these vendors makes the Company vulnerable to possible capacity constraints and reduced control over component availability, delivery schedules, manufacturing yields, and costs.

As of June 30, 2026, one contract manufacturer accounted for 51.3% of the Company's total trade payables.

As of December 31, 2025, two contract manufacturers jointly accounted for 50.7% of the Company's total trade payables.

The Company's wholly owned manufacturing facility, Sella 1, is located in the North of Israel.

f. Government assistance:

On March 31, 2026, the Israeli Knesset enacted Chapter J, the Law for the Encouragement and Incentivization of Research and Development (the "R&D Law"). The R&D Law introduces a refundable tax credit regime for qualifying research and development ("R&D") expenditures incurred in Israel, which applies to qualifying R&D expenditures incurred beginning the tax year starting January 1, 2026 and allows eligible companies, subject to certain conditions, to (i) offset Israeli income taxes or Israeli qualified domestic minimum top-up taxes ("QDMTT"), or (ii) receive a government grant if the credit is not utilized. As of June 30, 2026, the Company recognized an asset of $2,522 in prepaid and other long-term asset in connection with refundable tax credits expected to be realized as government grants under the R&D Law. The Company recognized the related benefit as a reduction in research and development expenses of $1,609 and $2,522 for the three and six months ended June 30, 2026, respectively.

g. New accounting standards updates:

Recently issued and adopted pronouncements

In July 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-05, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets" ("ASU 2025-05"). This amendment introduces a practical expedient for the application of the current expected credit loss ("CECL") model to current accounts receivable and contract assets. The practical expedient allows entities to assume that conditions as of the balance sheet date remain unchanged over the remaining life of these assets, thereby eliminating the need to incorporate macroeconomic forecasts. ASU 2025-05 is effective beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. The Company adopted this ASU as of January 1, 2026. The adoption of this new ASU did not have a material impact on the Company's condensed consolidated financial statements.

In September 2025, the FASB issued ASU 2025-07, "Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606): Derivatives Scope Refinements and Scope Clarification for Share-Based Noncash Consideration from a Customer in a Revenue Contract" ("ASU 2025-07"), which (i) expands the scope exception of Topic 815 to exclude certain contracts with a variable that is based on operations or activities specific to one of the parties to the contract and (ii) clarifies the scope of share-based payments from a customer in a revenue contract. ASU 2025-07 is effective for annual reporting periods beginning after December 15, 2026 and interim periods within that year. Early adoption is permitted and must be applied as of the beginning of the fiscal year that includes the interim period. The Company adopted this ASU as of January 1, 2026. The adoption of this new ASU did not have a material impact on the Company's condensed consolidated financial statements.

New accounting pronouncements not yet effective

In November 2024, the FASB issued ASU 2024-03, “Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40): “Disaggregation of Income (loss) Statement Expenses” (“ASU 2024-03”). ASU 2024-03 requires disaggregation of certain costs and expenses included in each relevant expense caption on the Company's consolidated income (loss) statements in a separate note to the financial statements at each interim and annual reporting period, including amounts of purchases of inventory, employee compensation, depreciation, and intangible asset amortization. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2024-03 on its consolidated financial statements disclosures.

In September 2025, the FASB issued ASU 2025-06, “Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software” (“ASU 2025-06”), which simplifies the capitalization guidance by removing all references to software development project stages so that the guidance is neutral to different software development methods. ASU 2025-06 is effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted. ASU 2025-06 permits an entity to apply the new guidance using a prospective, retrospective or modified transition approach. The Company is currently evaluating the impact of adopting ASU 2025-06 on its consolidated financial statements.

In November 2025, the FASB issued ASU 2025-09 to amend the guidance in Derivatives and Hedging (Topic 815). The update provides targeted improvements intended to enhance the application of hedge accounting, including expanded eligibility of forecasted transactions, additional flexibility in measuring hedge effectiveness, and clarifications related to hedging non-financial items. The guidance is effective for fiscal years beginning after December 15, 2026, including interim periods within those fiscal years. The Company is currently evaluating the impact of adopting ASU 2025-09 on its financial statement disclosures.

In December 2025, the FASB issued ASU 2025-10, “Accounting for Government Grants Received by Business Entities” (“ASU 2025-10”), which establishes the accounting and presentation for government grants received by a business entity. ASU 2025-10 is effective for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods. Early adoption is permitted. ASU 2025-10 permits an entity to apply the new guidance using a modified prospective basis, a modified retrospective basis, or a full retrospective basis. The Company is currently evaluating the impact of adopting ASU 2025-10 on its consolidated financial statements.

In December 2025, the FASB issued ASU 2025-11, “Interim Reporting (Topic 270): Narrow-Scope Improvements” (“ASU 2025-11”), which clarifies the guidance in Topic 270 to improve the consistency of interim financial reporting. ASU 2025-11 provides a comprehensive list of required interim disclosures and introduces a disclosure principle requiring entities to disclose events since the end of the last annual reporting period that have a material impact on the entity. ASU 2025-11 is effective for interim reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2025-11 on its consolidated financial statements.

In May 2026, the FASB issued ASU 2026-02, “Environmental Credits and Environmental Credit Obligations (Topic 818)” (“ASU 2026-02”). The ASU establishes authoritative guidance for the accounting of environmental credits and environmental credit obligations, including recognition, measurement, presentation, and disclosure requirements, in an effort to reduce diversity in practice and increase consistency of application across reporting entities. The ASU is effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Adoption of this ASU should be applied on a retrospective basis through a cumulative-effect adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets on the balance sheet) as of the beginning of the annual reporting period of adoption, without recasting for any financial statement information before the period of adoption. Early adoption is permitted as of the beginning of an annual reporting period. The Company is currently evaluating the impact of adopting ASU 2026-02 on its consolidated financial statements.

(in thousands, except per share data)

NOTE 2: MARKETABLE SECURITIES

The following is a summary of available-for-sale marketable securities as of June 30, 2026:

	Amortized cost	Gross unrealized gains	Fair value
Matures within one year:			
Corporate bonds	$ 19,666	$ 19	$ 19,685

The following is a summary of available-for-sale marketable securities as of December 31, 2025:

	Amortized cost	Gross unrealized gains	Fair value
Matures within one year:			
Corporate bonds	$ 36,413	$ 188	$ 36,601
U.S. Government agency securities	1,495	1	1,496
Total	$ 37,908	$ 189	$ 38,097

The Company did not sell any available-for-sale marketable securities during the three and six months ended June 30, 2026 and 2025.

As of June 30, 2026 and December 31, 2025, the Company did not record an allowance for credit losses for its available-for-sale marketable securities.

(in thousands, except per share data)

NOTE 3: INVENTORIES, NET

	June 30, 2026	December 31, 2025
Raw materials	$ 367,888	$ 306,288
Finished goods	231,929	246,344
Total inventories, net	$ 599,817	$ 552,632

NOTE 4: PREPAID EXPENSES AND OTHER CURRENT ASSETS

	June 30, 2026	December 31, 2025
Vendor non-trade receivables[1]	$ 106,775	$ 129,223
Government authorities	234,608	161,749
Prepayments	45,047	25,334
Insurance recovery receivables	59,207	-
Assets held-for-sale	-	11,155
Other	9,207	14,370
Total prepaid expenses and other current assets	$ 454,844	$ 341,831

[1] Vendor non-trade receivables are derived from the sale of components to manufacturing vendors who manufacture products, components and other testing equipment for the Company. The Company purchases these components directly from other suppliers. The Company does not reflect the sale of these components to the contract manufacturers in its revenues.

(in thousands, except per share data)

NOTE 5: OTHER LONG-TERM ASSETS

	June 30, 2026	December 31, 2025
Payments made before lease commencement	$ 28,828	$ 28,828
Cloud computing arrangements	43,567	37,972
Prepaid expenses and other	3,551	766
Total other long-term assets	$ 75,946	$ 67,566

(in thousands, except per share data)

NOTE 6: DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The Company maintains a foreign currency cash flow hedging policy designed to mitigate exposure to fluctuations in exchange rates. Under this policy, the Company hedges portions of its anticipated payroll expenses denominated in New Israeli Shekels ("NIS") for periods of one to nine months. These hedging contracts are designated as cash flow hedges in accordance with Accounting Standards Codification ("ASC") 815, "Derivatives and Hedging" and are considered effective.

As of June 30, 2026, the Company entered into forward contracts as well as put and call options to sell U.S. dollars ("USD") in the amounts of NIS 264 million and NIS 33 million, respectively.

In addition to the above-mentioned cash flow hedge transactions, the Company occasionally enters into derivative instrument arrangements to hedge the Company's exposure to currencies other than USD. These derivative instruments are not designated as cash flow hedges, as defined by ASC 815, and therefore all gains and losses resulting from fair value remeasurement were recorded immediately in the condensed consolidated statement of loss under Financial income (expense), net.

As of June 30, 2026, the Company entered into forward contracts to sell Euro ("EUR") in the amounts of USD 35 million.

The Company classifies cash flows related to its hedging as operating activities in its condensed consolidated statement of cash flows.

The fair values of outstanding derivative instruments were as follows:

	Balance sheet location	June 30, 2026	December 31, 2025
Derivative assets of options and forward contracts:			
Designated cash flow hedges	Prepaid expenses and other current assets	$ 3,872	$ 705
Non-designated hedges	Prepaid expenses and other current assets	1,108	-
Total derivative assets		$ 4,980	$ 705

Gains (losses) on derivative instruments are summarized below:

	Affected line item	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Foreign exchange contracts					
Non-designated hedging instruments	Condensed consolidated statements of loss - Financial income (expense), net	$ 381	$ (4,185)	$ 502	$ (4,185)
Designated hedging instruments	Condensed consolidated statements of comprehensive loss - Cash flow hedges	$ 6,981	$ 6,786	$ 7,218	$ 6,298

See Note 15, Accumulated Other Comprehensive Income (Loss), for information regarding gains (losses) from designated hedging instruments reclassified from accumulated other comprehensive income (loss).

(in thousands, except per share data)

NOTE 7: FAIR VALUE MEASUREMENTS

In accordance with ASC 820, "Fair Value Measurement", the Company measures its cash equivalents and marketable securities, at fair value using the market approach valuation technique. Cash and cash equivalents are classified within Level 1 because these assets are valued using quoted market prices. Marketable securities and foreign currency derivative contracts are classified within level 2 due to these assets being valued by alternative pricing sources and models utilizing market observable inputs.

The following table sets forth the Company's assets that were measured at fair value as of June 30, 2026, and December 31, 2025 by level within the fair value hierarchy:

Description	Fair Value Hierarchy	Fair value measurements as of June 30, 2026	Fair value measurements as of December 31, 2025
Assets:			
Cash and cash equivalents:			
Cash	Level 1	$ 475,029	$ 312,539
Money market mutual funds	Level 1	$ 4,229	$ 8,315
Deposits	Level 1	$ 47,999	$ 134,221
Restricted cash	Level 1	$ 54,660	$ 84,771
Derivative instruments	Level 2	$ 4,980	$ 705
Short-term marketable securities:			
Corporate bonds	Level 2	$ 19,685	$ 36,601
U.S. Government agency securities	Level 2	$ -	$ 1,496

(in thousands, except per share data)

NOTE 8: WARRANTY OBLIGATIONS

Changes in the Company's product warranty obligations for the three and six months ended June 30, 2026 and 2025, were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Balance, at the beginning of the period	$ 321,814	$ 412,702	$ 357,889	$ 432,365
Accruals for warranty during the period	12,687	17,628	27,186	34,094
Changes in estimates	(11,525)	(3,789)	(33,172)	(4,700)
Settlements	(14,079)	(28,977)	(43,006)	(64,195)
Balance, at end of the period	308,897	397,564	308,897	397,564
Less current portion	(69,918)	(115,057)	(69,918)	(115,057)
Long-term portion	$ 238,979	$ 282,507	$ 238,979	$ 282,507

(in thousands, except per share data)

NOTE 9: DEFERRED REVENUES AND CUSTOMERS ADVANCES

Deferred revenues and customer advances consist of deferred cloud-based monitoring services, communication services, warranty extension services and advance payments received from customers for the Company's products and other services. Deferred revenues and customer advances are classified as short-term and long-term deferred revenues and customer advances based on the period in which revenues are expected to be recognized.

Significant changes in the balances of deferred revenue and customer advances during the period are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Balance, at the beginning of the period	$ 352,489	$ 320,140	$ 363,699	$ 371,919
Revenue recognized	(26,777)	(65,473)	(70,014)	(133,914)
Increase in deferred revenues and customer advances	51,298	31,238	83,325	47,900
Balance, at the end of the period	377,010	285,905	377,010	285,905
Less current portion	(49,326)	(37,174)	(49,326)	(37,174)
Long-term portion	$ 327,684	$ 248,731	$ 327,684	$ 248,731

The following table includes estimated revenues that the Company expects to be recognized in the future, related to performance obligations that are unsatisfied (or partially unsatisfied) as of June 30, 2026:

2026	$ 45,006
2027	29,808
2028	31,858
2029	27,460
2030	17,744
Thereafter	225,134
Total deferred revenues	$ 377,010

NOTE 10: ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

	June 30, 2026	December 31, 2025
Accrued expenses	$ 154,537	$ 211,136
Government authorities	16,008	20,493
Operating lease liabilities	13,473	15,959
Accrual for sales incentives	16,632	24,102
Provision for legal claims	68,749	13,199
Liabilities held-for-sale	-	7,592
Other	5,443	5,338
Total accrued expenses and other current liabilities	$ 274,842	$ 297,819

NOTE 11: CONVERTIBLE SENIOR NOTES

On September 25, 2020, the Company sold an aggregate principal amount of $632,500 of its 0.00% convertible senior notes due 2025 (the "Notes 2025"). The Notes 2025 were sold pursuant to an indenture, dated September 25, 2020 (the "Indenture"), between the Company and U.S. Bank National Association, as trustee. The Notes 2025 did not bear regular interest and matured on September 15, 2025. The Notes 2025 were general senior unsecured obligations of the Company. The initial conversion rate for the Notes 2025 was 3.5997 shares of common stock per $1,000 principal amount of Notes 2025, which was equivalent to an initial conversion price of approximately $277.80 per share of common stock, subject to adjustment upon the occurrence of certain specified events as set forth in the Indenture. In March 2025 the Company repurchased $5,250 principal amount of its Notes 2025. The Company recorded a net gain of $146, under other income, net, from the repurchase. The Company repaid all of the remaining Notes 2025 on their scheduled maturity of September 15, 2025. At maturity, the Company paid $342,250 in cash towards the principal amount of the Notes 2025 and no shares were issued in connection with the settlement as the conversion value was less than the principal amount of the Notes 2025.

On June 28, 2024, the Company sold an aggregate principal amount of $300,000 of its 2.25% convertible senior notes, due in 2029 (the "Notes 2029"). The Notes 2029 were sold pursuant to an indenture, dated June 28, 2024 (the "Indenture 2029"), between the Company and U.S. Bank National Association, as trustee. The Notes 2029 will bear interest at a rate of 2.25% per year, payable semiannually in arrears on January 1 and July 1 of each year, beginning on January 1, 2025. The Notes 2029 mature on July 1, 2029, unless repurchased, redeemed or converted in accordance with their terms prior to such date. The Notes 2029 are general senior unsecured obligations of the Company. Holders may convert their Notes 2029 at any time prior to the close of business on the business day immediately preceding April 1, 2029 in multiples of $1,000 principal amount, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on September 30, 2024 (and only during such calendar quarter), if the last reported sale price of the common stock for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period in which the trading price per $1,000 principal amount of the Notes 2029 for each trading day of that five consecutive trading day period was less than 98% of the product of the last reported sale price of the common stock and the conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events or if the Company provides a notice of redemption as described in the Indenture 2029. During the quarter ended June 30, 2026, the last reported sale price condition described above was satisfied. Accordingly, the Notes 2029 are convertible at the option of the holders during the quarter ending September 30, 2026. The Company will continue to assess the conversion conditions on a quarterly basis in accordance with the terms of the Indenture 2029.

In addition, holders may convert their Notes 2029, in multiples of $1,000 principal amount, at their option at any time beginning on or after April 1, 2029, and prior to the close of business on the second scheduled trading day immediately preceding the stated maturity date of the Notes 2029, without regard to the foregoing circumstances. The initial conversion rate for the Notes 2029 is 29.1375 shares of common stock per $1,000 principal amount of Notes 2029, which is equivalent to an initial conversion price of approximately $34.32 per share of common stock, subject to adjustment upon the occurrence of certain specified events as set forth in the Indenture 2029.

Upon conversion of the Notes 2029, the Company may choose to pay or deliver, as the case may be, cash, shares of common stock or a combination of cash and shares of common stock.

In addition, upon the occurrence of a fundamental change (as defined in the Indenture 2029), holders of the Notes 2029 may require the Company to repurchase all or a portion of their Notes 2029, in multiples of $1,000 principal amounts, at a repurchase price of 100% of the principal amount of the Notes 2029, plus any accrued and unpaid interest, if any, up to, but not including, the repurchase date. If certain fundamental changes referred to as make-whole fundamental changes occur, the conversion rate for the Notes 2029 may be increased.

The Notes 2029 are not redeemable prior to July 6, 2027. On or after July 6, 2027, the Company may redeem the Notes 2029 at its option if the last reported sale price of the common stock has been at least 130% of the conversion price, then in effect, for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on and including the trading day immediately preceding the date on which the Company provides notice of redemption, at a redemption price equal to 100% of the principal amount of the Notes 2029 to be redeemed, plus accrued and unpaid interest, if any, up to, but excluding, the redemption date.

The net proceeds from the offering of the Notes 2029 were approximately $293,200, after deducting fees and estimated expenses. Concurrently, the Company has entered into capped call transactions (as detailed below). The Company used approximately $25,230 of the net proceeds from this offering to pay the cost of the capped call transactions. The Company also used approximately $267,900 of the net proceeds, from this offering, to repurchase $285,000 principal amount of its Notes 2025. In June 2024, the Company recorded under other income, net a gain of $15,456 from the repurchase of Notes 2025.

(in thousands, except per share data)

The Company accounts for the Notes 2029 at amortized cost, as a single unit of account on the balance sheet. The carrying value of the liability is represented by the face amount of the Notes 2029, less debt issuance costs, adjusted for any amortization of issuance costs. Issuance costs are being amortized as interest expense over the term of the Notes 2029, using the effective interest rate method.

The capped call transactions are expected generally to reduce the potential dilution to the common stock upon any conversion of the Notes 2029 and/or offset any cash payments the Company is required to make in excess of the principal amount of converted Notes 2029, as the case may be, in the event that the market price per share of common stock, as measured under the terms of the capped call transactions, is greater than the strike price of the capped call transactions. The strike price initially corresponds to the conversion price of the Notes 2029 and is subject to customary anti-dilution adjustments. If, however, the market price per share of common stock exceeds $48.84, the initial cap price of the capped call transactions, there would nevertheless be unmitigated dilution and/or no offset of any cash payments, in each case, attributable to the amount by which the market price of the common stock exceeds the cap price. The cap price is subject to certain customary adjustments under the terms of the capped call transactions.

The capped call transactions are considered a freestanding instrument as they were entered into separately and apart from Notes 2029. In addition, the conversion or redemption of the Notes 2029 would not automatically result in the exercise of the capped call.

As the capped call transactions are indexed to the Company's common stock, they were recorded as a reduction of additional paid-in capital in the condensed consolidated balance sheets.

On July 8, 2024, the Company sold to Goldman Sachs & Co. LLC, as representative of the several initial purchasers (the "Initial Purchasers"), and the Initial Purchasers purchased from the Company, $37,000 aggregate principal amount of additional Notes 2029. The additional Notes 2029 were sold pursuant to the Initial Purchasers' exercise of the option granted by the Company to the Initial Purchasers to purchase additional Notes 2029, solely to cover over-allotments, under the purchase agreement described in the Company's Form 8-K filed on June 28, 2024.

The net proceeds from the exercise of the option granted by the Company to the Initial Purchasers of the Notes 2029 were approximately $36,237, after deducting fees and estimated expenses. Concurrently, the Company has entered into additional capped call transactions. The Company used approximately $3,111 of the net proceeds from this offering to pay the cost of the additional capped call transactions. The Company intends to use the remainder of the net proceeds from the offering for general corporate purposes.

The Notes 2029 consisted of the following as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Liability:		
Principal	$ 337,000	$ 337,000
Unamortized issuance costs	(4,668)	(5,439)
Net carrying amount	$ 332,332	$ 331,561

(in thousands, except per share data)

Costs related to the Notes 2025 and the Notes 2029 for the three and six months ended June 30, 2026 and 2025 were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Notes 2025				
Debt issuance cost	$ -	$ 395	$ -	$ 800
Notes 2029				
Debt issuance cost	$ 388	$ 388	$ 771	$ 771
Contractual interest expense	$ 1,895	$ 1,895	$ 3,791	$ 3,791

As of June 30, 2026, the unamortized issuance costs of the Notes 2029 will be amortized over the remaining term of approximately 3 years.

The annual effective interest rate of the Notes 2029 is 2.75%.

As of June 30, 2026, the estimated fair value of the Notes 2029, which the Company has classified as Level 2 financial instruments, is $653,288. The estimated fair value was determined based on the quoted bid price of the Notes 2029 in an over-the-counter market on the last trading day of the reporting period.

As of June 30, 2026, the if-converted value of the Notes 2029 exceeded the principal amount by $236,843.

NOTE 12: OTHER LONG-TERM LIABILITIES

	June 30, 2026	December 31, 2025
Tax liabilities	$ 8,395	$ -
Accrued severance pay	1,646	1,868
Other	536	713
	$ 10,577	$ 2,581

(in thousands, except per share data)

NOTE 13: STOCK CAPITAL

a. Common stock rights:

Common stock confers upon its holders the right to receive notice of, and to participate in, all general meetings of the Company, where each share of common stock shall have one vote for all purposes, to share equally, on a per share basis, in bonuses, profits, or distributions out of funds legally available therefor, and to participate in the distribution of the surplus assets of the Company in the event of liquidation of the Company.

b. Equity Incentive Plans:

The Company's Amended and Restated 2015 Global Incentive Plan (the "2015 Plan") became effective upon the consummation of the Company's initial public offering (the "IPO"). The 2015 Plan provided for the grant of options, restricted stock units ("RSU"), performance stock units ("PSU"), and other stock-based awards to directors, employees, officers, and non-employees of the Company. As of June 30, 2026, a total of 26,648,950 shares of common stock were reserved for issuance pursuant to stock awards under the 2015 Plan (the "Share Reserve"), an aggregate of 10,385,143 shares are still available for future grants.

Under its 2015 Plan, the Company granted PSU awards to certain employees and officers which vest upon the achievement of certain market conditions subject to their continued employment with the Company.

The market condition for the PSUs is based on either (a) the Company's share price targets during a 30-day successive average trading price of the Company's common stock over a three year performance period and subject to a minimum of a two year employment period following the grant date, or (b) the Company's share price targets during a 20-day successive average trading price of the Company's common stock over a four year performance period and subject to a minimum of a two year employment period following the grant date, or (c) total shareholder return ("TSR") compared to the TSR of (i) for grants granted in 2024 companies listed in the S&P 500 index, and (ii) for grants granted in 2026, companies listed in the Solar Index, in each case, over a two to three year performance period. The Company uses a Monte-Carlo simulation to determine the grant date fair value for these awards, which takes into consideration the market price of a share of the Company's common stock on the date of grant less the present value of dividends expected during the requisite service period, as well as the possible outcomes pertaining to the TSR market condition. The Company recognizes such compensation expenses on an accelerated vesting method.

A summary of the activity in stock options and related information is as follows:

	Number of options	Weighted average exercise price	Weighted average remaining contractual term in years	Aggregate intrinsic value
Outstanding as of December 31, 2025	191,187	$ 49.37	1.40	$ 950
Exercised	(141,584)	27.20	-	1,769
Forfeited or expired	(18,775)	149.39	-	-
Outstanding as of June 30, 2026	30,828	$ 90.30	2.64	$ 588
Vested and expected to vest as of June 30, 2026	30,828	$ 90.30	2.64	$ 588
Exercisable as of June 30, 2026	30,828	$ 90.30	2.64	$ 588

The intrinsic value is the amount by which the closing price of the Company's common stock on June 30, 2026, or the price on the day of exercise exceeds the exercise price of the stock options, multiplied by the number of in-the-money options.

(in thousands, except per share data)

A summary of the activity in the RSUs and PSUs and related information is as follows:

	RSU		PSU	
	Number of Shares Outstanding	Weighted average grant date fair value	Number of Shares Outstanding	Weighted average grant date fair value
Unvested as of December 31, 2025	3,824,774	$ 34.02	841,487	$ 14.00
Granted	1,560,078	65.80	646,138	26.48
Vested	(716,695)	43.85	-	-
Forfeited	(353,124)	36.43	(121,883)	49.24
Unvested as of June 30, 2026	4,315,033	$ 43.62	1,365,742	$ 16.76

c. Employee Stock Purchase Plan (“ESPP”):

The Company adopted an ESPP effective upon the consummation of the IPO. As of June 30, 2026, a total of 5,125,666 shares were reserved for issuance under this plan.

The ESPP is implemented through an offering every six months. According to the ESPP, eligible employees may use the lesser of either up to 15% of their salaries or $15,000 per participant, to purchase common stock for every six month plan. The price of an ordinary share purchased under the ESPP is equal to 85% of the lower of the fair market value of the ordinary share on the subscription date of each offering period or on the purchase date.

As of June 30, 2026, 3,088,005 shares of common stock have been purchased under the ESPP.

As of June 30, 2026, 2,037,661 shares of common stock were available for future issuance under the ESPP.

In accordance with ASC 718, “Compensation – Stock Compensation,” the ESPP is compensatory and, as such, results in recognition of compensation cost.

d. Stock-based compensation expenses:

The Company recognized stock-based compensation expenses related to all stock-based awards in the consolidated statement of loss for the three and six months ended June 30, 2026 and 2025, as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Stock-based compensation expenses:				
Cost of revenues	$ 3,693	$ 4,004	$ 7,300	$ 8,376
Research and development, net	8,403	9,856	16,464	25,767
Sales and marketing	3,996	4,342	8,147	9,084
General and administrative	3,605	1,059	7,638	7,460
Total stock-based compensation expenses	$ 19,697	$ 19,261	$ 39,549	$ 50,687
Stock-based compensation capitalized:				
Inventory	$ 313	$ 433	$ 633	$ 1,079
Other long-term assets	-	393	-	832
Total stock-based compensation capitalized	$ 313	$ 826	$ 633	$ 1,911

For the three and six months ended June 30, 2026 and 2025, no amounts of tax benefits were recorded in regard to stock-based compensation.

As of June 30, 2026, there were total unrecognized compensation expenses in the amount of $199,588 related to non-vested equity-based compensation arrangements granted. These expenses are expected to be recognized during the period from July 1, 2026, through May 31, 2030.

NOTE 14: COMMITMENTS AND CONTINGENT LIABILITIES

a. Guarantees:

As of June 30, 2026, contingent liabilities exist regarding guarantees in the amounts of $5,983, $5,044 and $4,561 for office rent lease agreements, custom transactions, and securing projects with customers and vendors and other transactions, respectively.

b. Contractual purchase obligations:

The Company has contractual obligations to purchase goods and raw materials. These contractual purchase obligations relate to inventories and other purchase orders, which cannot be canceled without penalty. In addition, the Company acquires raw materials or other goods and services, including product components, by issuing authorizations to its suppliers to purchase materials based on its projected demand and manufacturing needs.

As of June 30, 2026, the Company had non-cancellable purchase obligations totaling approximately $339,980, out of which the Company recorded a provision for loss in the amount of $24,324.

As of June 30, 2026, the Company had contractual obligations for capital expenditures totaling approximately $12,793. These commitments reflect purchases of automated assembly lines and other machinery related to the Company's general manufacturing process and are primarily for its new manufacturing sites in the U.S.

c. Legal claims:

From time to time, the Company may be involved in various claims and legal proceedings. The Company reviews the status of each matter and assesses its potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, the Company accrues a liability for the estimated loss. These accruals are reviewed at least quarterly and adjusted to reflect the impact of negotiations, settlements, rulings, advice of legal counsel and other information and events pertaining to a particular matter.

As of June 30, 2026, the Company recorded an accrual of $68,749 for legal claims which was recorded under accrued expenses and other current liabilities and recognized a related insurance receivable of $55,000.

On November 3, 2023, Daphne Shen, a purported stockholder of the Company, filed a proposed class action complaint for violation of federal securities laws, individually and putatively on behalf of all others similarly situated, in the U.S. District Court of the Southern District of New York against the Company, the Company's former CEO and the Company's former CFO. The complaint alleges violations of Section 10(b) and Rule 10b-5 of the Exchange Act, as well as violations of Section 20(a) of the Exchange Act against the individual defendants. The complaint seeks class certification, damages, interest, attorneys' fees, and other relief. On December 13, 2023, Javier Cascallar filed a similar proposed class action. On January 2, 2024, six purported lead plaintiffs filed motions in the Shen litigation seeking to consolidate the Cascallar and Shen litigations and appoint lead plaintiffs and lead counsel pursuant to the procedures of the Private Securities Litigation Reform Act of 1995.

On February 7, 2024, the Court consolidated the two actions (the "Consolidated Securities Litigation"), and appointed co-lead plaintiffs (the "Plaintiffs") and lead counsel. On April 22, 2024, the Plaintiffs filed an amended complaint adding two additional officers. The amended complaint made substantially similar allegations and claims. Defendants moved to dismiss the amended complaint on July 15, 2024 (the "Motion"), and the motion was fully briefed as of September 17, 2024. On December 4, 2024, the Court issued an order granting in part the Motion, dismissing all allegations except those relating to two purported misstatements, characterizing inventory levels as low. The Court allowed the Plaintiffs to again amend their complaint, and they filed a second amended complaint (the "Second Amended Complaint") on January 3, 2025. On February 10, 2025, Defendants moved to dismiss the Second Amended Complaint insofar as it attempts to resurrect any of the allegations dismissed in the Court's December 4, 2024 order. On April 7, 2025, the Court issued an order granting in part the second motion to dismiss, dismissing all allegations except those characterizing inventory levels as "low" and those relating to demand in Europe. Lead Plaintiffs filed a motion for class certification on October 17, 2025, and Defendants filed their opposition on January 16, 2026. Plaintiffs' reply was due on February 20, 2026. The parties held a mediation on February 5, 2026 but no resolution was reached at that time. On March 20, 2026, the mediator made a double-blind settlement recommendation of $55,000, which was accepted by both parties on March 26, 2026. On April 21, 2026, Lead Plaintiffs' counsel submitted a motion for preliminary approval of the settlement. On May 1, 2026, the Court preliminarily approved the settlement and scheduled a settlement hearing for August 24, 2026. The $55,000 settlement payment has already been paid into an escrow account by SolarEdge's insurance carriers. The Company and the individual defendants deny all allegations of wrongdoing, and the settlement does not constitute any admission of liability.

On March 15, 2024, Abdul Hirani filed a purported derivative complaint (the "Hirani Complaint") in the U.S. District Court for the Southern District of New York against certain current and former SolarEdge executive officers and board members, including Zvi Lando, Ronen Faier, Nadav Zafrir, Betsy Atkins, Marcel Gani, Dana Gross, Dirk Hoke, Avery More, and Tal Payne. The Hirani Complaint makes largely the same allegations as those in the Consolidated Securities Litigation. The Hirani Complaint brings claims for (i) breach of fiduciary duty, (ii) aiding and abetting breach of fiduciary duty, (iii) unjust enrichment, (iv) waste of corporate assets, and (v) securities fraud under Section 10(b) of the Exchange Act. The complaint seeks compensatory and punitive damages, interest, attorneys' fees, and other relief.

On June 10, 2024, Jonathan Blaufarb filed a second purported derivative complaint (the "Blaufarb Complaint") in the U.S. District Court for the Southern District of New York against the same defendants as those named in the Hirani Complaint as well as Lior Danziger and J.B. Lowe. The Blaufarb Complaint makes largely the same allegations as those in the complaint in the Consolidated Securities Litigation and seeks declaratory relief, corporate governance reforms, damages, restitution, attorneys' fees, and other relief. It also pleads the same counts as those in the Hirani Complaint, as well as additional counts for abuse of control and gross mismanagement. Defendants accepted service of the Hirani and Blaufarb complaints via stipulation that was so-ordered on July 12, 2024, and the two cases were consolidated with the Hirani matter designated as the lead case (together, the "Consolidated Derivative Actions"). On September 9, 2024 the parties agreed to stay the Hirani and Blaufarb actions pending a decision on the motion to dismiss in the Consolidated Securities Litigation. Following the decision granting in part and denying in part the motion to dismiss the Second Amended Complaint in the Consolidated Securities Litigation, the parties entered into a new stipulation on June 20, 2025, staying this consolidated derivative action through the close of fact discovery in the Consolidated Securities Litigation.

On August 7, 2024, Edwin Isaac filed a purported derivative complaint (the "Isaac Complaint") in the U.S. District Court for the District of Delaware against the same defendants as those named in the Consolidated Derivative Actions. The Isaac Complaint makes largely the same allegations as those in the Consolidated Securities Litigation. It also pleads the similar counts to those in the Consolidated Securities Litigation, including (i) breach of fiduciary duty, (ii) contribution, (iii) violation of Section 14(a) of the Exchange Act and SEC Rule 14a-9, (iv) unjust enrichment, (v) waste of corporate assets, and (vi) aiding and abetting breach of fiduciary duty. The complaint seeks declaratory relief, damages, interest, unspecified equitable relief, attorneys' fees, and other relief. The parties filed a stipulation on June 30, 2025, agreeing to stay the Isaac matter through the close of fact discovery in the Consolidated Securities Litigation.

On May 22, 2025, Mike Maddox, a purported shareholder, filed a derivative complaint (the "Maddox Complaint") in the U.S. District Court for the Southern District of New York against the same Defendants as those named in the earlier-filed derivative actions. The Maddox Complaint makes largely the same allegations as those in the Consolidated Securities Litigation and the other derivative actions. It also pleads similar counts to those in the other derivative actions, including (i) breach of fiduciary duty, (ii) gross mismanagement, (iii) waste of corporate assets, (iv) unjust enrichment, and (v) violation of Section 14(a) of the Exchange Act. The parties filed a stipulation on July 21, 2025, agreeing to stay the Maddox Complaint through the close of fact discovery in the Consolidated Securities Litigation.

On September 9, 2025, Jerald F. Chauncey, Jr. filed a complaint (the "Chauncey Complaint") in the Delaware Court of Chancery, against the same defendants as those named in the other derivative actions. The Chauncey Complaint makes largely the same allegations as those in the Consolidated Securities Litigation and other derivative actions. It also pleads similar counts to those in other derivative actions, including (i) breach of fiduciary duty, (ii) unjust enrichment, and (iii) waste of corporate assets. The parties filed a stipulation on October 7, 2025, agreeing to stay the Chauncey matter through the close of fact discovery in the Consolidated Securities Litigation.

On July 29, 2026, Sara Per ("Per") filed a purported derivative complaint in the Delaware Court of Chancery against the same Defendants as those named in the Consolidated Derivative Action. The Per complaint makes largely the same allegations as those in the Securities Litigation and the other derivative actions. It also pleads similar counts to those in the Consolidated Derivative Action, including (i) breach of fiduciary duty, (ii) gross mismanagement, (iii) waste of corporate assets, and (iv) unjust enrichment. The parties intend to file a stipulation agreeing to stay the Per matter through the close of fact discovery in the Consolidated Securities Litigation.

On July 30, 2026, Andres Bolin Rivera ("Rivera") filed a purported derivative complaint in the U.S. District Court for the District of Delaware against the same Defendants as those named in the Consolidated Derivative Action. The Rivera complaint, which is currently filed under seal, likely makes largely the same allegations as those in the Securities Litigation and the other derivative actions. The parties intend to file a stipulation agreeing to stay the Rivera matter through the close of fact discovery in the Securities Litigation.

On January 13, 2025, Stellantis Europe S.p.A. ("Stellantis") submitted an application for injunctive relief, to the Court of Turin, Italy, claiming that SolarEdge e-Mobility was allegedly in breach of contract. The application for injunctive relief is aimed at obtaining the following interim measures: (i) to order the Company to resume supply of spare parts and technical assistance activities in favor of Stellantis; and (ii) to order the Company to pay a penalty of 100,000 EUR for each day of delay in fulfilling the order above. At a hearing on February 25, 2025 the parties discussed the case. On May 8, 2025, the court denied Stellantis' request for injunction and on July 2, 2025 Stellantis appealed. A hearing on the appeal was held on March 13, 2026, and by an order issued on May 6, 2026, the Court of Turin rejected the appeal filed by Stellantis. On February 11, 2026, the Company completed the sale of SolarEdge e-Mobility.

On September 15, 2025, Ampt, LLC ("Ampt") filed a lawsuit in the District of Delaware seeking to enforce an agreement between Ampt and the Company. The Company had invoked a force majeure clause in relation to its performance of the agreement, valued at $54 million over a period of five years, in October 2023. The Company filed an answer on December 1, 2025, and the court ordered a disclosure schedule to begin in January 2026. The case is scheduled for trial on November 1, 2027. On January 5, 2026, the parties met for mediation, which has been inconclusive. Fact discovery commenced during the first half of 2026. The Company disputes the allegations and intends to vigorously defend against them.

d. Tariff contingencies:

On February 20, 2026, the Supreme Court of the United States invalidated certain tariffs imposed under the International Emergency Economic Powers Act ("IEEPA"). Following the decision and subsequent actions by U.S. Customs and Border Protection ("CBP"), the Company became eligible to claim refunds of previously paid IEEPA-related duties. The Company accounts for refunds of previously paid IEEPA tariffs by applying a gain contingency model and recognizes such refunds only when the gain is realized or realizable. In the three and six months ended June 30, 2026, the Company received and recognized refunds and associated interest of $13,606 from CBP related to tariffs paid during fiscal 2025 and the first quarter of fiscal 2026, of which $13,282 was recognized as a reduction to cost of revenues and $324 was recognized as interest income in the three and six months ended June 30, 2026.

(in thousands, except per share data)

NOTE 15: ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The following table summarizes the changes in accumulated balances of other comprehensive loss, net of taxes:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Unrealized gains (losses) on available-for-sale marketable securities				
Beginning balance	$ (198)	$ 96	$ 194	$ (385)
Revaluation	(6)	111	(398)	592
Ending balance	$ (204)	$ 207	$ (204)	$ 207
Unrealized gains (losses) on cash flow hedges				
Beginning balance	$ (22)	$ 116	$ 705	$ 1,262
Revaluation	7,402	6,994	7,770	6,596
Tax on revaluation	(421)	(208)	(552)	(298)
Other comprehensive income before reclassifications	6,981	6,786	7,218	6,298
Reclassification	(3,508)	(1,739)	(4,603)	(2,487)
Tax on reclassification	421	208	552	298
Gains reclassified from accumulated other comprehensive income (loss)	(3,087)	(1,531)	(4,051)	(2,189)
Net current period other comprehensive income	3,894	5,255	3,167	4,109
Ending balance	$ 3,872	$ 5,371	$ 3,872	$ 5,371
Foreign currency translation adjustments on intra-entity transactions that are of a long-term investment in nature				
Beginning balance	$ -	$ (79,642)	$ (11,840)	$ (78,714)
Revaluation	-	1,756	(225)	828
Reclassification	-	-	12,065	-
Net current period other comprehensive income	-	1,756	11,840	828
Ending balance	$ -	$ (77,886)	$ -	$ (77,886)
Unrealized gains (losses) on foreign currency translation				
Beginning balance	$ 5,157	$ 4,826	$ (722)	$ 1,360
Revaluation	(12)	9,614	(1,531)	13,080
Reclassification	-	-	7,398	-
Net current period other comprehensive income (loss)	(12)	9,614	5,867	13,080
Ending balance	$ 5,145	$ 14,440	$ 5,145	$ 14,440
Total	$ 8,813	$ (57,868)	$ 8,813	$ (57,868)

(in thousands, except per share data)

The following table summarizes the reclassification out of “Accumulated other comprehensive income (loss)”, net of taxes:

Details about Accumulated Other Comprehensive Income (Loss) Components	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025	Affected Line Item in the Statement of Loss
Cash flow hedges					
	$ 469	$ 347	$ 600	$ 431	Cost of revenues
	1,930	838	2,562	1,295	Research and development, net
	375	243	484	317	Sales and marketing
	734	311	957	444	General and administrative
	$ 3,508	$ 1,739	$ 4,603	$ 2,487	Total, before income taxes
	(421)	(208)	(552)	(298)	Income taxes
	$ 3,087	$ 1,531	$ 4,051	$ 2,189	Total, net of income taxes
Adjustment for substantial completion of liquidation of certain foreign subsidiaries:					
Foreign currency translation adjustments on intra-entity transactions that are of a long-term investment in nature	-	-	(12,065)	-	Financial income (expenses), net
Foreign currency translation adjustments, net	-	-	(7,398)	-	Financial income (expenses), net
	-	-	(19,463)	-	
Total reclassifications for the period	$ 3,087	$ 1,531	$ (15,412)	$ 2,189	

NOTE 16: OTHER OPERATING EXPENSE, NET

The following table presents the expenses (income) recorded in the three and six months ended June 30, 2026 and 2025:

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Impairment of asset held-for-sale	$ -	$ 38,339	$ -	$ 38,339
Loss from business disposition	99	17,875	7,699	17,875
Loss (gain) from sale and disposal of property, plant and equipment	6,671	(10,000)	7,641	(10,000)
Income from discontinued operations	-	-	-	(3,137)
Other	(127)	(490)	601	(928)
Total other operating expense, net	$ 6,643	$ 45,724	$ 15,941	$ 42,149

NOTE 17: INCOME TAXES

For the three months ended June 30, 2026, the Company reported income taxes at an effective tax rate of negative 8.2%, including discrete items, compared to the three months ended June 30, 2025 where the Company reported income taxes at an effective tax rate of negative 4.8%.

For the six months ended June 30, 2026, the Company reported income taxes at an effective tax rate of negative 4.3% including discrete items, compared to the six months ended June 30, 2025, where the Company reported income taxes at an effective tax rate of negative 5.4%.

The negative effective tax rate in the three and six months ended June 30, 2026 resulted primarily from the valuation allowance on current losses and capital losses, coupled with profits in certain jurisdictions. The negative effective tax rate in the corresponding periods in 2025 was mainly caused by the valuation allowance on current losses, coupled with withholding taxes incurred on certain intra-group interest payments and additional tax payable as a result of the settlement with the Israeli Tax Authority for tax years 2016–2018.

Deferred tax assets are evaluated for future realization and reduced by a valuation allowance to the extent that the Company believes they will not be realized. The Company considers all available evidence, including historical information, long range forecast of future taxable income and evaluation of tax planning strategies. Amounts recorded for valuation allowance can result from a complex series of judgments about future events and can rely on estimates and assumptions. Based primarily on the negative evidence outweighing the positive evidence, including the Company's three year cumulative, consolidated GAAP loss, historical tax losses and the difficulty in forecasting excess tax benefits related to equity-based compensation, the Company believes there is uncertainty as to when it will be possible to utilize certain net operating losses (each an “NOL”), credit carryforwards, capital losses and other deferred tax assets. Therefore, the Company recorded a valuation allowance against the deferred tax assets for which it is more-likely-than-not they will not be realized.

Should the Company's operating results improve and projections show continued utilization of the tax attributes, the Company would consider that as significant positive evidence and future reassessment may result in the determination that all or a portion of the valuation allowance is no longer required. If this were to occur, any reversal of the valuation allowance would result in a corresponding non-cash income tax benefit, thereby increasing total deferred tax assets.

In July 2025, the One Big Beautiful Bill Act, or H.R.1, was enacted into law, making permanent key elements of the Tax Cuts and Jobs Act, including 100 percent bonus depreciation, domestic research cost expensing, increases the AMIC credit rate to 35 percent from 25 percent for qualifying assets and makes modifications to the international tax framework. The H.R.1 includes multiple effective dates, with certain provisions effective in 2025 and others phased in through 2027. Given the Company’s current loss position for income tax purposes, the provisions of H.R.1 did not have an impact on the current period. The Company continues to evaluate the provisions of H.R.1 that become effective in future years.

On October 1, 2025, the Governor of California signed Senate Bill 302 (“SB 302”) into law. SB 302 provides a gross income exclusion for taxpayers that either elect to receive direct payments from the Internal Revenue Service or receive payment from transfer of certain federal tax credits beginning tax years on or after January 1, 2026, and before January 1, 2031.

(in thousands, except per share data)

NOTE 18: LOSS PER SHARE

The following table presents the computation of basic and diluted loss per share ("EPS"):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Basic and diluted EPS:				
Numerator:				
Net loss	$ (30,753)	$ (124,744)	$ (88,119)	$ (223,267)
Denominator:				
Shares used in computing net loss per share of common stock, basic and diluted	61,045,194	58,567,394	61,152,904	58,345,680
Loss per share:				
Basic and diluted	$ (0.50)	$ (2.13)	$ (1.44)	$ (3.83)

The following outstanding shares of common stock equivalents were excluded from the calculation due to their antidilutive nature:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Stock-based awards	5,711,603	1,749,516	5,129,434	1,970,715
Notes 2025	-	1,232,002	-	1,240,781
Notes 2029[1]	9,819,347	9,819,347	9,819,347	9,819,347
Total shares excluded	15,530,950	12,800,865	14,948,781	13,030,843

[1] In conjunction with the issuance of the Notes 2029, in June 2024, the Company used approximately $25,230 of the net proceeds from this offering to pay the cost of the capped call transactions. In July 2024, following an additional issuance of the Notes 2029, $3,111 of net proceeds were used to pay the cost of capped call transactions. In accordance with ASC 260 "Earnings Per Share", antidilutive contracts, such as purchased call options, are excluded from the computation of diluted net income (loss) per share. Accordingly, any potential impact resulting from the capped call transaction is excluded from the Company's computation of diluted net income (loss) per share.

(in thousands, except per share data)

NOTE 19: SEGMENT INFORMATION

The Company operates as one operating segment that constitutes consolidated results.

The Company's Chief Executive Officer, who is the chief operating decision maker (the "CODM"), makes resource allocation decisions and assesses performance based on financial information presented on a consolidated net loss, accompanied by disaggregated information about significant expenses.

The CODM does not regularly review asset information and, therefore, the Company does not report asset information.

The segment includes the design, development, manufacturing, and sales of an intelligent inverter solution designed to maximize power generation at the individual PV module level and batteries. The segment solution consists mainly of the Company's power optimizers, inverters, batteries and other smart energy management solutions.

The following tables present information on reportable loss for the period presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenues	$ 346,245	$ 289,429	$ 656,746	$ 508,909
Less:				
Direct costs of goods	140,249	171,307	326,446	302,236
Salaries[1]	117,603	103,665	228,908	226,110
Inventory costs	30,312	(1,809)	38,954	110
Shipment and logistics	17,123	7,378	28,847	18,512
Warranty	16,566	11,821	6,178	11,375
Depreciation and amortization	5,746	16,028	11,687	29,131
Directly related overhead costs	16,982	14,945	31,807	26,633
Other[2]	17,710	77,570	55,008	108,856
Financial (income) expense, net	12,378	7,323	13,415	(2,745)
Income taxes	2,329	5,657	3,615	11,383
Net loss from equity method investments	-	288	-	575
Net loss	$ (30,753)	$ (124,744)	$ (88,119)	$ (223,267)

[1] Including stock-based compensation expenses.

[2] Represents indirect costs of goods, consultants and sub-contractors, marketing, bad debt, impairments and dispositions.

(in thousands, except per share data)

The following table presents revenues disaggregated by geographical location:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
United States	$ 154,858	$ 185,126	$ 312,952	$ 317,230
Europe	154,459	65,258	267,970	117,760
International markets	36,928	39,045	75,824	73,919
Total revenues	$ 346,245	$ 289,429	$ 656,746	$ 508,909

The following table presents revenues disaggregated by type:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Power optimizers	$ 116,514	$ 121,251	$ 245,382	$ 214,249
Batteries	125,986	67,639	215,970	107,531
Inverters	71,468	80,645	134,738	151,689
Battery accessories	13,330	8,644	21,094	14,517
Energy storage systems	-	8,132	-	15,230
Other	18,947	3,118	39,562	5,693
Total revenues	$ 346,245	$ 289,429	$ 656,746	$ 508,909

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this Form 10-Q or statements incorporated by reference from documents we have filed with the Securities and Exchange Commission may contain forward-looking statements that are based on our management's expectations, estimates, projections, beliefs and assumptions and on information currently available to our management. The forward-looking statements should be read in conjunction with our unaudited condensed consolidated financial statements and related notes included in Part 1, Item 1 of this report. This discussion contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, technology developments, new products and services, financing and investment plans, competitive position, backlog, industry and regulatory environment, effects of acquisitions, growth opportunities, potential future impairments, and the effects of competition. Forward-looking statements include statements that are not historical facts and can be identified by terms such as "anticipate," "believe," "could," "seek," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would" or similar expressions and the negatives of those terms.

Forward-looking statements inherently involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Given these uncertainties, you should not place undue reliance on forward-looking statements. Forward-looking and other statements regarding our sustainability efforts and aspirations are not an indication that these statements are necessarily material to investors or requiring disclosure in our filing with the Securities and Exchange Commission ("SEC"). In addition, historical, current and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve and assumptions that are subject to change in the future, including future rule-making. Also, forward-looking statements represent our management's beliefs and assumptions only as of the date of this filing. Important factors that could cause actual results to differ materially from our expectations include:

- Future demand for renewable energy, including solar energy solutions;
- our ability to be profitable in the future;
- the rapidly evolving and competitive nature of the solar industry;
- changes in tax laws, tax treaties, regulations, guidance or the interpretation of them, including the Inflation Reduction Act and the H.R.1;
- fluctuations in demand for solar energy solutions, including if demand for solar energy solutions does not resume growth or grows at a slower rate than anticipated;
- macroeconomic conditions in our domestic and international markets, such as inflation concerns, interest rates and recessionary concerns;
- changes in the U.S. and global trade environments, including the imposition and/or increase of import tariffs or other restrictive trade measures;
- the retail price of electricity derived from the utility grid or alternative energy sources;
- interest rates and supply of capital in the global financial markets in general and in the PV market specifically;
- competition, including introduction of power optimizers and inverters, electric vehicle ("EV") chargers, batteries and photovoltaic ("PV") system monitoring products by our competitors;
- our reliance on distributors and large installers to assist in selling our products, and the failure of these customers to perform as expected;
- developments in alternative technologies or improvements in distributed solar energy generation;
- historic cyclicality of the solar industry and periodic downturns;
- product quality or performance problems in our products;
- changes in our geographic footprint or product and service offerings;
- our dependence upon a small number of outside contract manufacturers and limited or single source suppliers;
- delays, disruptions, and quality control problems in manufacturing;
- shortages, delays, price changes, or cessation of operations or production affecting our suppliers of key components;
- capacity constraints, delivery schedules, manufacturing yields, and costs of our contract manufacturers and availability of components;
- changing political, geopolitical conditions, and the conditions of the global energy market;

- performance of distributors and large installers in selling our products;
- consolidation in the solar industry among our customers and distributors;
- our ability to implement our new Enterprise Resource Planning ("ERP") system;
- discontinuation of our e-Mobility business, energy storage business, and PV Tracker business;
- our ability to successfully operate our global operations with a reduced work force;
- our ability to recognize expected benefits from restructuring plans;
- any unauthorized access to, disclosure, or theft of personal information or unauthorized access to our network or other similar cyber incidents;
- attempts by third parties, our employees, or our vendors to gain unauthorized access to our network or seek to compromise our products and services;
- emerging issues related to the development and use of artificial intelligence;
- loss of key executives, and our ability to retain key personnel and attract additional qualified personnel;
- disruption to our business operations due to the evolving conflict in Israel and other conditions in Israel that affect our operations;
- tax benefits that are available to us under Israeli law require us to meet various conditions and may be terminated or reduced in the future;
- difficulty to enforce a judgment of a U.S. court against our officers and directors, to assert U.S. securities laws claims in Israel;
- our dependence on ocean transportation to timely deliver our products in a cost-effective manner;
- entry into business engagements with South Korean military bodies;
- fluctuations in global currency exchange rates;
- the impact of evolving legal and regulatory requirements including emerging corporate social responsibility requirements;
- existing and future responses to and effects of pandemics, epidemics or other health crises;
- reduction, elimination or expiration of government subsidies and economic incentives for on-grid solar electricity applications;
- changes to net metering policies may reduce demand for electricity from PV systems;
- stringent and changing data privacy and security laws, rules, regulations and other obligations;
- existing electric utility industry regulations and changes to regulations may present technical, regulatory, and economic barriers to the purchase and use of PV systems;
- business practices and regulatory compliance of our raw material suppliers;
- our ability to maintain our brand and to protect and defend our intellectual property;
- claims for remuneration or royalties for assigned service invention rights by our employees;
- impairment of our goodwill or other long-lived and intangible assets;
- volatility of our stock price;
- provisions in our certificate of incorporation and by-laws may have the effect of delaying or preventing a change of control or changes in our management;
- our certificate of incorporation includes a forum selection clause, which could limit our stockholders’ ability to obtain a favorable judicial forum;
- our customers’ financial stability, creditworthiness, and debt leverage ratio;
- our liquidity and ability to service our debt; and

the other factors set forth below in Part II, Item 1A under “Risk Factors” and in Part I, Item 1A under ”Risk Factors” in our Annual Report on Form 10-K/A for the year ended December 31, 2025 and in other documents we file from time to time with the SEC that disclose risks and uncertainties that may affect our business.

The preceding list is not intended to be an exhaustive list of all of our forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or will occur. Except as required by law, we assume no obligation to update these forward-looking statements, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Overview

We are a global smart energy technology company. We develop, manufacture and sell products that address a broad range of energy market segments through our diversified product offering, including residential, commercial and large scale PV, energy storage and backup solutions, EV charging capabilities, home energy management, grid services and virtual power plants. By leveraging engineering capabilities and focusing on innovation, safety and reliability, we create smart energy solutions that power our lives and drive future progress. We launched or ramped up sales of several new products in the second quarter of 2026. Most notably, after we successfully launched SolarEdge Nexis, our next-generation residential product portfolio, we continued the rollout of the platform in key markets. We also expanded our commercial energy storage business with the CSS-OD 107, a 107 kWh battery, featuring a 29.9 kW or 49.9 kW battery inverter output, scalable up to 2.1MW hour size sites and the CSS-OD 197, a 197 kWh battery, featuring a 50 kW or 100 kW battery inverter output, scalable up to 4MW hour size sites. Both solutions are suitable for outdoor or indoor installations.

In Q2 2026, we continued the transition of our inverter products to a Single SKU concept. This is a software-defined platform that significantly reduces the complexity of our business for residential and commercial applications globally. It allows us to manufacture and ship one SKU of an inverter to the residential market, and minimal SKUs for the commercial market, which can then be programmed to the desired kilowatt rating in the field. This framework simplifies forecasting, manufacturing, inventory management, logistics, service and support, for both us and our customers. It also adds flexibility for home and business owners who can boost the inverter rating if a larger system is needed in the future.

In light of the Inflation Reduction Act (the “IRA”) in the United States, which incentivizes the local manufacturing of renewable energy products by providing benefits to installers for the purchase and installation of products with domestic content, as well as by incentivizing local manufacturing of our products, we manufacture the vast majority of our products in the United States. This includes inverters in Texas, power optimizers and inverters in Florida, and batteries in Utah. As part of our effort to streamline and centralize, we have discontinued manufacturing in China, Mexico, and Hungary. We continue to manufacture a minor portion of our products in Israel at our Sella 1 facility. We also continue to maintain manufacturing capabilities in Vietnam.

In the second quarter of 2026, we continued to strategically focus on our core markets and product lines to better align resources with markets and product lines that exhibit the strongest potential. As part of this strategic portfolio rationalization, we are concentrating our operations in key jurisdictions while discontinuing local activities in certain countries. Accordingly, we operate as one operating segment that constitutes consolidated results.

Our revenues for the three months ended June 30, 2026 and 2025 were $346.2 million and $289.4 million, respectively. Gross profit as a percentage of revenue for the three months ended June 30, 2026, and 2025 was 27.5% and 11.1%, respectively. Net loss for the three months ended June 30, 2026, and 2025 was $30.8 million and $124.7 million, respectively.

Our revenues for the six months ended June 30, 2026 and 2025 were $656.7 million and $508.9 million, respectively. Gross profit as a percentage of revenue for the six months ended June 30, 2026, and 2025 was 24.9% and 9.8%, respectively. Net loss for the six months ended June 30, 2026, and 2025 was $88.1 million and $223.3 million, respectively.

Global Circumstances Influencing our Business and Operations

Demand for Products

A prolonged softness in demand in the global market for PV products has continued to adversely impact the solar industry. Additionally, uncertainty related to changes in tariffs, trade restrictions and policies, legislation, and guidance including from H.R.1, may contribute to growing market volatility and adversely impact customer demand for our products, pricing and our financial performance. Despite a prolonged softness in demand, in the first half of 2026, we have seen an increase in sales, mainly of our C&I products. Additionally, in the second quarter of 2026, we have seen an increase in demand for our batteries. We expect the softness in demand for PV products to continue in the third quarter and there can be no assurance that our sales will continue to increase or will not decrease.

Impact of the H.R.1 on U.S. Tax Incentives

In August 2022, the U.S. government enacted the IRA, which contains several provisions intended to accelerate U.S. manufacturing and adoption of clean energy such as solar, wind, hydrogen and electric vehicles and therefore had positive impacts on our business and operations along with the overall U.S. solar market. Some of the applicable provisions in the IRA that positively impact the market for renewable energy include Section 48E, the tech-neutral investment tax credit ("ITC"), and 45Y, the production tax credit ("PTC"). The IRA includes incentives for residential and commercial solar customers and developers through the inclusion of ITCs for qualifying energy projects of up to 30% with a potential to gain further bonus credits such as through the utilization of Domestic Content. Section 45X of the IRA offers advanced manufacturing production credits (“AMPTCs”) that incentivize the production of eligible components within the United States. In light of such incentives, we established manufacturing capabilities in the United States starting in 2023 and further expanded such capabilities in 2024, 2025 and 2026. On October 24, 2024, the U.S. Internal Revenue Service (the “IRS”) and the U.S. Department of the Treasury (the “Treasury”) issued a Notice of Proposed Rule followed by a Final Rule that became effective on December 27, 2024, concerning the application of Section 45X which contain details concerning eligibility, qualifying and accounting for AMPTCs for components produced and sold after December 31, 2022. Of particular relevance to the Company are the tax credits that we generate as a result of rules concerning the qualification and measurement of AMPTCs to Residential Inverters, Commercial Inverters and DC-Optimized Inverter Systems that we manufacture in the United States. In 2024 and 2025, and continuing into 2026, we sold a significant part of the AMPTCs that we generated from our U.S. production of eligible components.

On July 4, 2025, H.R.1 was enacted into law introducing amendments to the clean energy tax credits contained in the IRA. The IRA provides energy tax credits that are significant to us and our U.S. based customers, and material changes thereto could adversely affect our revenue, our eligibility for certain tax credits, tax credits available to our customers, competitiveness and demand for our products and our financial condition.

H.R.1 accelerates the phase-out timeline for certain credits, eliminates the 25D individual homeowner credit, and imposes new eligibility criteria. Among other changes, H.R.1 shortens the term of the ITC and PTC under Sections 48E and 45Y of the Code, used by customers of SolarEdge who are engaged in third-party ownership (“TPO”) models, such as residential solar leases and power purchase agreements, and commercial solar customers and developers, shortening the end date from 2034 to 2027. H.R.1 also included a 12-month period in which such customers who began construction were given four years to complete their projects through the end of 2030. Projects begun after twelve months from enactment (July 4, 2026) of H.R.1 must be placed in service by December 31, 2027, to receive the credit. H.R.1 eliminated the individual residential tax credit under Section 25D of the Code at the end of 2025. These changes may negatively impact the eligibility of our customers and individuals to obtain tax credits, which may negatively affect the overall demand for our products.

H.R.1 also amends the domestic content bonus credit rules for Section 48E projects. Projects commencing construction after June 16, 2025, must meet a 45% domestic content threshold, up from 40%. Since January 1, 2026, such threshold was increased to 50% and shall thereafter be further increased by 5% on an annual basis, until 2029. In addition, H.R.1 introduced new Prohibited Foreign Entities ("PFE") requirements for Sections 45X, 45Y, and 48E of the Code. Since January 1, 2026, these restrictions require threshold percentages of non-PFE components that increase over time. Currently, we manufacture components aimed at helping our customers meet their non-PFE percentage requirements. However, if the Treasury were to release new rules or guidance that impact our ability to provide components with non-PFE percentages towards their total requirement, our customers’ eligibility to qualify for certain tax credits could be impaired, which may adversely affect our revenue, gross margins, business operations and competitive position. In addition, as of January 1, 2026, in order to receive the 45X credit, manufacturers must also reach a required percentage of non-PFE content in their manufactured components. Today, we meet the required threshold. However, if the Treasury guidance relating to the calculation of non-PFE content should change in a way that would impact our ability to reach that required percentage, it could have adverse impacts on our manufacturing costs, results of operations, cash flows, gross margin, and profits.

On August 15, 2025, the Treasury and the IRS released Notice 2025-42, its first set of guidance for H.R.1 related to the beginning of construction requirements applicable to our customers. While it removed the ability for projects over 1.5 MW to utilize the 5% safe harbor method (still allowing projects equal to or less than 1.5 MW to continue using it), it kept in place the physical work test method for all projects.

On February 12, 2026, the U.S. Department of Treasury and IRS released IRS Notice 2026-15 providing additional guidance on H.R.1 related to the PFE rules enacted in H.R.1. Specifically, this notice confirms the ability to rely on temporary safe harbor tables and existing safe harbor tables for the determination of material assistance from a PFE. This guidance provides answers to several compliance questions related to the Company’s 45X Credits material assistance calculations and its customers' 48E material assistance calculation among other things. While this removed some uncertainty around the Material Assistance Cost Ratio calculation, impending Notice of Proposed Rule and Final Rule on this same topic expected later this year could create challenges for the Company to meet the PFE requirements or to assist our customers in meeting them. If we are unable to meet the requirements this may adversely affect our revenue, or our customers' eligibility to obtain certain tax credits, the overall demand for our products, our results of operations, cash flows, gross margins and profits.

To the extent that tax benefits or credits may be impacted through new regulation, issued guidance, interpretation, or by new laws passed by Congress, our business could be disadvantaged or advantaged. Reductions in AMPTCs, without an offsetting reduction in our manufacturing costs, would adversely affect our results of operations and cash flows, and have an adverse impact on our gross margin, which may include transitioning into a gross loss. We continue to monitor the benefits that may be available to us, such as the availability of tax credits for domestic manufacturers.

Trade and Tariff Uncertainties

The current trade environment continues to create uncertainty regarding the impact of tariffs, trade restrictions and retaliatory measures on our business, the solar industry, our suppliers, and our customers.

On February 20, 2026, the Supreme Court of the United States (the “U.S. Supreme Court”) invalidated certain tariffs imposed under the International Emergency Economic Powers Act (“IEEPA”). Following the decision and subsequent actions by the U.S. Customs and Border Protection (“CBP”), we became eligible to claim refunds of previously paid IEEPA-related duties. In the three and six months ended June 30, 2026, the Company received and recognized refunds and associated interest of $13.6 million from CBP related to tariffs paid during fiscal 2025 and the first quarter of fiscal 2026, of which $13.3 million was recognized as a reduction to cost of revenues and $0.3 million was recognized as interest income in the three and six months ended June 30, 2026. Our remaining claims are subject to CBP review and processing, and we cannot provide assurance regarding the amount or timing of any additional refunds.

In addition, following the U.S. Supreme Court's ruling, the U.S. Administration imposed a temporary import surcharge under Section 122 of the Trade Act of 1974 (“Section 122”). The surcharge was initially set at 10% ad valorem on substantially all imports, with a statutory ceiling of 15%, subject to carve-outs for certain goods (e.g., electronics and critical minerals) and products qualifying under the United States-Mexico-Canada Agreement. The surcharge took effect on February 24, 2026, for a maximum period of 150 days. On May 7, 2026, the U.S. Court of International Trade held that the Section 122 proclamation was invalid. This ruling has been appealed, and the U.S. Court of Appeals for the Federal Circuit issued a temporary stay of the ruling pending resolution of the appeal. The evolving legal status and expiration of the Section 122 tariffs create additional uncertainty regarding our tariff exposure and any potential recovery of Section 122 duties paid. If the Section 122 proclamation is ultimately held invalid and refund mechanisms are established, we may be eligible to recover some or all of the Section 122 duties we paid. However, the outcome of the appeal and the availability, timing and amount of any potential refunds remain uncertain and are subject to further judicial and administrative proceedings.

Although the IEEPA tariffs were invalidated, our tariff exposure has not been eliminated. During July 2026, the United States imposed additional tariffs under Section 301 of the Trade Act of 1974 (“Section 301”) on imports from numerous trading partners, generally ranging from 10% to 12.5% and subject to specified exceptions and exemptions. These tariffs are in addition to existing tariff measures, including certain Section 301 tariffs applicable to imports from China. Other trade-related duties may also affect the products, components and raw materials used in our business.

On July 28, 2026, the Federal Communications Commission (the “FCC”) updated its “Covered List,” maintained under the Secure and Trusted Communications Networks Act, to include power inverters produced in foreign countries, effective immediately and prospectively for new product authorizations. Under this action, new inverter models that do not qualify as “domestic end products” (as defined under the Buy American Act, 48 C.F.R. § 25.101(a)) are generally prohibited from receiving the FCC equipment authorizations required to import, market, or sell such products in the United States. The FCC’s order applies to new inverter models and certain equipment modifications requiring FCC equipment authorization in the future and generally does not impact products that were authorized by the FCC prior to this order. We believe that SolarEdge inverter products continue to be eligible for sale and installation under the new order.

We have relocated our contract manufacturing to the United States, where we now manufacture the substantial majority of our products. We continue to manufacture a minor portion of our products in Israel at our Sella 1 facility. Certain components and subcomponents used in our products continue to be sourced from suppliers outside the United States, including from China. Consequently, our cost structure may be affected by existing or future tariffs and other trade measures, including trade restriction orders. In addition, retaliatory measures imposed by other countries on products exported from the United States could adversely affect our international sales. In response to the evolving trade environment, we continue to evaluate and adjust our supply chain and sourcing strategies, including efforts to diversify suppliers and reduce tariff exposure where economically and operationally feasible. However, there can be no assurance that such efforts will fully mitigate the impact of current or future tariffs, trade restrictions or other trade-related measures, and any resulting increases in costs, supply chain disruptions or reductions in demand could adversely affect our business, financial condition and results of operations.

If the price of solar power systems increases, as well as the cost of manufacturing our products in the United States, the use of solar power systems could become less economically feasible and could further reduce our gross margins or reduce the demand of solar power systems manufactured and sold, which in turn may decrease demand for our products. Additionally, existing or future tariffs may negatively affect key partners, suppliers and manufacturers. Such outcomes could adversely affect the amount or timing of our revenue, results of operations or cash flows, and continuing uncertainty could cause sales volatility, price fluctuations or supply shortages or cause our customers to advance or delay their purchase of our products. Any such developments could materially and adversely affect our business operations, results of operations and cash flows.

Disruptions Due to the War in Israel

Due to the war in Gaza that began on October 7, 2023, followed by additional military conflicts with Iran and Hezbollah in Lebanon during 2024, 2025 and the first half of 2026, some of our employees in Israel were called to active reserve duty and additional employees may be called in the future, if needed. In the three months ended June 30, 2026, approximately 7% of our employees in Israel were called to active reserve duty for varying periods. Despite the ceasefire framework agreed between Israel, Hamas, the United States and other countries in the region and the moderation of the hostilities involving Israel, Iran, Yemen and Lebanon, it is unknown whether any ceasefires or periods of relative calm will endure, or if other conflicts will reemerge or escalate in the future.

While our offices and facilities are open worldwide, including in Israel, and, to date, we have not had material disruptions to our ability to manufacture and deliver products and services to customers. A reemergence of conflicts in Israel could materially adversely affect our business, financial condition, and results of operations. Due to the ongoing and evolving nature of the conflict in Israel, and the extent of these events, the adverse effect on our business operations is still unknown.

The majority of our key employees and officers are residents of Israel. If any of our facilities in Israel were to be damaged, destroyed or otherwise rendered unable to operate, whether due to war, acts of hostility, earthquakes, fire, floods, storms, other natural disasters, employee malfeasance, terrorist acts, power outages or otherwise, or if performance of our research and development is disrupted for any other reason, such an event could delay commercialization of our products, and if we choose to manufacture all or any part of them internally, jeopardize our ability to manufacture our products as promptly as our prospective customers will likely expect, or possibly at all. If we experience delays in achieving our development objectives within a timeframe that meets our prospective customers' expectations, our business, prospects, financial results and reputation could be harmed.

Performance Measures

In managing our business and assessing financial performance, we supplement the information provided by our financial statements with other operating metrics. These operating metrics are utilized by our management to evaluate our business, measure our performance, identify trends affecting our business and formulate projections. We provide the following metrics: (i) inverters recognized as revenue; (ii) power optimizers recognized as revenue; and (iii) Megawatt hours (MWh) of batteries recognized as revenue.

	Three Months Ended June 30,[1]		Six Months Ended June 30,[1]	
	2026	**2025**	**2026**	**2025**
Inverters recognized as revenue (in thousands)	62.6	86.2	113.1	158.1
Power optimizers recognized as revenue (in thousands)	2,485.6	2,640.6	4,924.0	4,753.8
Megawatt hours recognized as revenue - batteries	426.0	209.0	757.0	386.0

[1] Metrics may not match those disclosed in the 10-Q for June 30, 2025 due to change in performance measures since that time.

Results of Operations

The results of operations presented below should be reviewed in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this report.

The following table sets forth selected consolidated statements of loss data for each of the periods indicated.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Revenues	$ 346,245	$ 289,429	$ 656,746	$ 508,909
Cost of revenues	251,093	257,298	493,313	459,242
Gross profit	95,152	32,131	163,433	49,667
Operating expenses:				
Research and development, net	52,751	53,386	102,906	115,383
Sales and marketing	27,265	28,725	54,714	60,382
General and administrative	24,539	19,789	60,961	49,972
Other operating expense, net	6,643	45,724	15,941	42,149
Total operating expenses	111,198	147,624	234,522	267,886
Operating loss	(16,046)	(115,493)	(71,089)	(218,219)
Financial income (expense), net	(12,378)	(7,323)	(13,415)	2,745
Other income, net	—	4,017	—	4,165
Loss before income taxes	(28,424)	(118,799)	(84,504)	(211,309)
Income taxes	(2,329)	(5,657)	(3,615)	(11,383)
Net loss from equity method investments	—	(288)	—	(575)
Net loss	$ (30,753)	$ (124,744)	$ (88,119)	$ (223,267)

Comparison of three and six months ended June 30, 2026, and the three and six months ended June 30, 2025

Revenues

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Revenues	$ 346,245	$ 289,429	$ 56,816	19.6%	$ 656,746	$ 508,909	$ 147,837	29.0%

Revenues increased by $56.8 million, or 19.6%, in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to (i) an increase of $63.0 million related to a higher number of batteries and battery accessories sold; and (ii) an increase of $4.9 million in communication products sold; partially offset by (i) a decrease of $13.9 million in the number of inverters and optimizers sold; and (ii) a decrease of $8.1 million due to the discontinuation of our Energy Storage Business.

Revenues from outside of the U.S. comprised 55.3% of our revenues in the three months ended June 30, 2026 compared to 36.0% in the three months ended June 30, 2025.

The number of power optimizers recognized as revenues decreased by approximately 0.1 million units, or 5.9%, from approximately 2.6 million units in the three months ended June 30, 2025 to approximately 2.5 million units in the three months ended June 30, 2026. The number of inverters recognized as revenues decreased by approximately 23.6 thousand units, or 27.4%, from approximately 86.2 thousand units in the three months ended June 30, 2025 to approximately 62.6 thousand units in the three months ended June 30, 2026. The megawatt hours of batteries recognized as revenues increased by approximately 217.0 megawatt hours, or 103.8%, from approximately 209.0 in the three months ended June 30, 2025 to approximately 426.0 megawatt hours in the three months ended June 30, 2026.

Revenues increased by $147.8 million, or 29.0%, in the six months ended June 30, 2026 compared to the six months ended June 30, 2025, primarily due to (i) an increase of $115.0 million related to the higher number of batteries and battery accessories sold; (ii) an increase of $31.1 million related to an increase in the number of optimizers sold; and (iii) an increase of $10.1 million related to an increase in communication products sold ; these were partially offset by (i) a decrease of $17.0 million related to a decrease of inverters sold; and (ii) a decrease of $15.2 million in revenues due to the discontinuation of our Energy Storage Business.

Revenues from outside of the U.S. comprised 52.3% of our revenues in the six months ended June 30, 2026 compared to 37.7% in the six months ended June 30, 2025.

The number of power optimizers recognized as revenues increased by approximately 0.1 million units, or 3.6%, from approximately 4.8 million units, in the six months ended June 30, 2025, to approximately 4.9 million units in the six months ended June 30, 2026. The number of inverters recognized as revenues decreased by approximately 45.0 thousand units, or 28.5%, from approximately 158.1 thousand units in the six months ended June 30, 2025 to approximately 113.1 thousand units in the six months ended June 30, 2026. The megawatt hours of batteries recognized as revenues increased by approximately 371.0 megawatt hours, or 96.1%, from approximately 386.0 megawatt hours in the six months ended June 30, 2025 to approximately 757.0 megawatt hours in the six months ended June 30, 2026.

Cost of Revenues and Gross Profit

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Cost of revenues	$ 251,093	$ 257,298	$ (6,205)	(2.4)%	$ 493,313	$ 459,242	$ 34,071	7.4%
Gross profit	$ 95,152	$ 32,131	$ 63,021	196.1%	$ 163,433	$ 49,667	$ 113,766	229.1%

Cost of revenues decreased by $6.2 million, or 2.4%, in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to a decrease in the direct cost of revenues sold of $34.2 million associated mainly with an increase in AMPTC and IEEPA refunds recognized; excluding such AMPTC incentives would have caused us to transition into a gross loss, for both periods presented.

This was partially offset by:

- an increase of $25.2 million in indirect costs of revenue primarily related to inventory write-down accruals; and

- an increase in warranty expenses and warranty accruals of $4.7 million associated primarily with an increase in the volume of products sold.

Gross profit as a percentage of revenue was 27.5% in the three months ended June 30, 2026, compared to 11.1%, in the three months ended June 30, 2025, primarily due to:

- lower absolute fixed and other production related costs, which were divided this period by higher revenues, resulting in higher gross margin of approximately 10.5%; and

- an improvement in the direct cost of revenue of approximately 15.9% associated primarily to product mix and IEEPA refunds recognized.

These were partially offset by an increase in inventory write-down accruals of approximately 9.3%.

Excluding the AMPTC incentives would have caused our gross profit as a percentage of revenue to transition from a gross profit to a gross loss.

Cost of revenues increased by $34.1 million, or 7.4%, in the six months ended June 30, 2026 compared to the six months ended June 30, 2025, primarily due to:

an increase in direct cost of revenues sold of $26.3 million, associated primarily with an increase in the volume of products sold, which was partially offset by the AMPTC and IEEPA refunds recognized; excluding such AMPTC incentives would have caused us to transition into a gross loss, for both periods presented; and

- an increase of $25.6 million in indirect costs of revenues primarily related to inventory write-down accruals.

These were partially offset by:

- a decrease in support-related costs of $7.2 million resulting primarily from a decrease in consulting and personnel related costs; and

- a decrease in warranty expenses and warranty accruals of $5.2 million associated primarily with a lower cost of materials and changes in estimates and policies.

Gross profit as a percentage of revenue was 24.9% in the six months ended June 30, 2026 compared to 9.8% in the six months ended June 30, 2025 primarily due to:

- lower absolute fixed and other production-related costs, which were divided this period by significantly higher revenue, resulting in higher gross margin of approximately 13.1%; and

- an improvement in the direct cost of revenue of approximately 7.9% associated primarily with product mix and IEEPA refunds recognized.

These were partially offset by an increase in inventory write-down accruals of approximately 5.9%.

Excluding the AMPTC incentives would have caused our gross profit as a percentage of revenue to transition from a gross profit to a gross loss.

Operating Expenses:

Research and Development, net

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Research and development, net	$ 52,751	$ 53,386	$ (635)	(1.2)%	$ 102,906	$ 115,383	$ (12,477)	(10.8)%

Research and development, net costs decreased by $0.6 million, or 1.2%, in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to:

- a decrease related to $2.4 million of income recognized from a grant for research and development activities in the three months ended June 30, 2026;
- a decrease in expenses related to consulting and sub-contracting of $1.0 million; and
- a decrease in depreciation and amortization expenses of $0.8 million.

These were partially offset by:

- an increase in personnel-related costs of $2.2 million, mainly driven by the weakening of the U.S. dollar against the NIS; and
- an increase of $1.8 million in other directly related overhead costs.

Research and development, net costs decreased by $12.5 million or 10.8%, in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to:

- a decrease in personnel-related costs of $10.1 million resulting primarily from a decrease in salary expenses associated with employee stock-based compensation in the six months ended June 30, 2025, which was partially offset by the weakening of the U.S. dollar compared to the NIS;
- a decrease related to $2.4 million of income recognized from a grant for research and development activities in the six months ended June 30, 2026; and
- a decrease in depreciation and amortization of $1.8 million.

These were partially offset by an increase in other directly related overhead costs of $3.0 million.

Sales and Marketing

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Sales and marketing	$ 27,265	$ 28,725	$ (1,460)	(5.1)%	$ 54,714	$ 60,382	$ (5,668)	(9.4)%

Sales and marketing expenses decreased by $1.5 million, or 5.1%, in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to a decrease of $1.5 million in marketing expenses.

Sales and marketing expenses decreased by $5.7 million, or 9.4%, in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to:

- a decrease of $1.9 million in marketing expenses;
- a decrease in personnel-related costs of $1.7 million resulting primarily from a reduction in workforce, which was partially offset by the weakening of the U.S. dollar compared to the NIS; and
- a decrease in depreciation and amortization of $0.7 million.

General and Administrative

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
General and administrative	$ 24,539	$ 19,789	$ 4,750	24.0%	$ 60,961	$ 49,972	$ 10,989	22.0%

General and administrative expenses increased by $4.8 million, or 24.0%, in the three months ended June 30, 2026 compared to the three months ended June 30, 2025, primarily due to:

- a decrease in net reversal of doubtful debt expenses of $9.2 million in the three months ended June 30, 2026 compared to the three months ended June 30, 2025 mainly related to collection of doubtful debts; and

- an increase in personnel-related costs of $4.1 million resulting mainly from an increase in salary expenses associated with employee stock-based compensation, as well as the weakening of the U.S. dollar against the NIS.

These were partially offset by lower expenses related to potential legal claims, which decreased by $8.3 million compared to the prior-year period.

General and administrative expenses increased by $11.0 million, or 22.0%, in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to the recognition of doubtful debt expense of $11.1 million during the six months ended June 30, 2026, compared to a net reversal of $18.1 million, during the six months ended June 30, 2025, mainly resulting from collections of accounts previously considered doubtful.

This was partially offset by:

- a decrease of $8.5 million in expenses related to potential legal claims compared to the prior-year period; and

- a decrease of $8.1 million due to a penalty recognized in the prior-year period related to the postponement of the commencement of our campus lease agreement.

Other operating expense, net

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Other operating expense, net	$ 6,643	$ 45,724	$ (39,081)	(85.5)%	$ 15,941	$ 42,149	$ (26,208)	(62.2)%

Other operating expenses, net, decreased by $39.1 million in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to:

- a decrease of $36.7 million as the prior-year period included an impairment related to an asset classified as held-for-sale; and

- a decrease of $17.9 million as the prior-year period included a sale of the PV tracker business line.

These were partially offset by an increase related to $6.7 million losses from sale and disposal of property, plant and equipment for the three months ended June 30, 2026, compared to $10.0 million related to gains recognized from sale of property, plant, and equipment in the three months ended June 30, 2025.

Other operating expenses, net, decreased by $26.2 million, in the six months ended June 30, 2026, compared to the six months ended June 30, 2025, primarily due to:

- a decrease of $36.7 million as the prior-year period included an impairment related to an asset classified as held-for-sale; and

- a decrease resulting from $17.9 million loss from sale of the PV tracker business line included in the prior-year period, compared to a $7.6 million loss from sale of the LCV e-Mobility activity in the six months ended June 30, 2026.

These were partially offset by:

- an increase related to $7.6 million losses from sale and disposal of property, plant and equipment for the six months ended June 30, 2026, compared to $10.0 million related to gains recognized from sale of property, plant, and equipment in the six months ended June 30, 2025; and

- an increase of $3.1 million due to income recognized in the prior-year period as a result of lower than expected discontinuation charges.

Financial income (expense), net

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Financial income (expense), net	$ (12,378)	$ (7,323)	$ (5,055)	69.0%	$ (13,415)	$ 2,745	$ (16,160)	(588.7)%

Financial expense, net increased by $5.1 million in the three months ended June 30, 2026, compared to the three months ended June 30, 2025, primarily due to:

- an increase of $2.6 million in foreign currency losses, primarily attributable to fluctuations in the Euro and NIS relative to the U.S. dollar;
- a decrease of $1.3 million in interest income related to our marketable securities investments; and
- a decrease of $1.1 million in financial income related to amortization of premiums and accretion of discount on available-for-sale marketable securities in the three months ended June 30, 2025.

Financial expense, net was $13.4 million in the six months ended June 30, 2026, compared to financial income, net in the amount of $2.7 million in the six months ended June 30, 2025, primarily due to:

- an expense of $3.1 million in the six months ended June 30, 2026 compared to an income of $4.4 million in the six months ended June 30, 2025, as a result of fluctuations in foreign exchange rates, primarily between the Euro and the NIS against the U.S. dollar;
- a decrease of $5.7 million in interest income, mainly related to our marketable securities investments; and
- an increase of $2.4 million primarily due to interest expense.

Other income, net

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
				(In thousands)				
Other income, net	$ —	$ 4,017	$ (4,017)	(100.0)%	$ —	$ 4,165	$ (4,165)	(100.0)%

Other income, net decreased by $4.0 million in the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025, primarily as the prior-year periods included a sale of investment in a privately held company.

Income taxes

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
				(In thousands)				
Income taxes	$ (2,329)	$ (5,657)	$ 3,328	(58.8)%	$ (3,615)	$ (11,383)	$ 7,768	(68.2)%

Income taxes decreased by $3.3 million in the three months ended June 30, 2026, compared to the three months ended June 30, 2025. The decrease is primarily due to higher taxes recorded in the three months ended June 30, 2025, in connection with the settlement with the Israeli Tax Authority for tax years 2016 through 2018 and a provision for uncertain tax positions.

Income taxes decreased by $7.8 million in the six months ended June 30, 2026, compared to the six months ended June 30, 2025. The decrease is primarily due to the reduced California state income tax expense as a result of Senate Bill 302, as discussed in Note 17 of the condensed consolidated financial statements, a reduction in the withholding taxes paid on certain intra-group interest payments and a tax expense recorded in the six months ended June 30, 2025, in connection with the settlement with the Israeli Tax Authority for tax years 2016 through 2018.

Net loss from equity method investments

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
				(In thousands)				
Net loss from equity method investments	$ —	$ (288)	$ 288	(100.0)%	$ —	$ (575)	$ 575	(100.0)%

Net loss from equity method investments decreased in the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025, as the prior-year periods included an impairment of our equity investment.

Net loss

	Three months ended June 30, 2026 to 2025				Six months ended June 30, 2026 to 2025			
	2026	2025	Change		2026	2025	Change	
	(In thousands)							
Net loss	$ (30,753)	$ (124,744)	$ 93,991	(75.3)%	$ (88,119)	$ (223,267)	$ 135,148	(60.5)%

As a result of the factors discussed above, net loss decreased by $94.0 million in the three months ended June 30, 2026 compared to the three months ended June 30, 2025.

As a result of the factors discussed above, net loss decreased by $135.1 million in the six months ended June 30, 2026 compared to the six months ended June 30, 2025.

Liquidity and Capital Resources

The following table shows our cash flows from operating activities, investing activities, and financing activities for the stated periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(In thousands)			
Net cash provided by (used in) operating activities	$ 11,416	$ (7,799)	$ 35,844	$ 26,024
Net cash provided by (used in) investing activities	1,909	68,590	(18,531)	136,187
Net cash provided by (used in) financing activities	8,793	(373)	10,781	(6,610)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	6,433	6,265	5,287	6,966
Change in cash classified within current held-for-sale assets	—	—	8,690	—
Increase in cash, cash equivalents and restricted cash	$ 28,551	$ 66,683	$ 42,071	$ 162,567

As of June 30, 2026, our cash and cash equivalents were $527.3 million. This amount does not include $19.7 million invested in available-for-sale marketable securities and $54.7 million in restricted cash. Our principal uses of cash are for funding our operations, capital expenditures, other working capital requirements and other investments. As of June 30, 2026, we have open commitments for capital expenditures in an amount of approximately $12.8 million. These commitments mainly reflect purchases of automated assembly lines and other machinery related to our manufacturing and operations. We also have purchase obligations in the amount of $340.0 million, related to raw materials and commitments for the future manufacturing of our products.

As of June 30, 2026, we had a non-cancelable lease commitment for the initial term of a lease of approximately $272.8 million for new offices in Israel, which has not yet commenced. The lease is expected to commence by the end of 2026. The initial term of the lease agreement is 15 years commencing on the transfer of possession, with an option to extend the lease for additional periods of up to 10 years, subject to the conditions of the lease agreement. In November 2025, we amended our lease agreement with the developer for our new campus to reduce the leased area. In connection with the amendment, we agreed to make a lease modification payment of $28.8 million, which is accounted for as prepaid lease consideration under Accounting Standards Codification 842, "Leases". The full amount had been paid as of June 30, 2026.

Beginning in the fourth quarter of 2024, we started to sell AMPTCs to third parties pursuant to tax credit agreements. We plan to pursue additional tax credit sales in the future. Our inability to complete sales or delays in doing so may affect the timing of our cash inflows. Failing to sell AMPTCs could result in significant delays in the realization of the credits’ value, and would have a material negative effect on our liquidity.

We believe that cash provided by operating activities, as well as our cash and cash equivalents, and available-for-sale marketable securities will be sufficient to meet our anticipated cash needs for at least the next 12 months as well as in the longer term, including the self-funding of our capital expenditure, operational commitments and the redemption of our debt.

Operating Activities

Operating cash flows consist primarily of net loss, adjusted for certain non-cash items and changes in assets and liabilities. Cash provided by operating activities was $35.8 million in the six months ended June 30, 2026 compared to $26.0 million in the six months ended June 30, 2025, attributed to an increase in working capital needs partially offset by lower net loss adjusted for certain non-cash items.

Investing Activities

Investing cash flows consist primarily of capital expenditures, investment in, sales and maturities of available-for-sale marketable securities, investment and withdrawal of bank deposits and restricted bank deposits, cash used for acquisitions, proceeds from sale of business and equity investments, and disbursements and receipts from collections of loans made by us. Cash used in investing activities was $18.5 million in the six months ended June 30, 2026 as compared to cash provided by investing activities of $136.2 million in the six months ended June 30, 2025, primarily driven by a decrease of $274.3 million in proceeds provided by maturities of available-for-sale marketable securities, a decrease of $27.4 million in proceeds from loans receivables, an increase of $26.2 million in payments made before lease commencement and a decrease of $9.7 million in proceeds from sale of property, plant and equipment; these were partially offset by a decrease of $172.8 million in purchases of available-for-sale marketable securities, a decrease of $6.6 million in payment related to governmental grant and an increase of $3.2 million in the withdrawal from restricted bank deposits.

Financing Activities

Financing cash flows consist primarily of issuance, repayment and partial repurchase of convertible senior notes, and our employee equity incentive plans. Cash provided by financing activities was $10.8 million in the six months ended June 30, 2026 as compared to cash used in financing activities of $6.6 million in the six months ended June 30, 2025, primarily due to an increase of $7.3 million related to tax withholding in connection with stock-based awards, net, a decrease of $5.1 million in cash used for the repurchase of our Notes 2025 and an increase of $3.8 million related to issuance of common stock upon exercise of stock-based awards.

Convertible Senior Notes

On June 28, 2024, we sold an aggregate principal amount of $300 million of 2.25% convertible senior notes due in 2029 (the "Notes 2029") in a transaction exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act (the "Notes 2029 Offering"). The net proceeds from the Notes 2029 Offering were approximately $293.2 million after deducting fees and estimated expenses. Separately, we have entered into capped call transactions. We used approximately $25.2 million of the net proceeds from the Notes 2029 Offering to pay for the cost of the capped call transactions and approximately $267.9 million of the net proceeds from the Notes 2029 Offering to repurchase $285.0 million of our outstanding 0.000% convertible notes due 2025 (the "Notes 2025"). We intend to use the remainder of the net proceeds from the Notes 2029 Offering for general corporate purposes.

On July 8, 2024, we sold an aggregate principal amount of $37 million of the Notes 2029. The Notes 2029 were sold pursuant to the exercise of options granted by the Company to several initial purchasers of the Notes 2029 represented by Goldman Sachs & Co. LLC to purchase additional Notes 2029. For additional information, please see Note 11, “Convertible Senior Notes.”

In March 2025 we repurchased $5.2 million principal amount of our Notes 2025. We recorded a net gain of $146 thousand under other income from this repurchase. We settled all of our outstanding Notes 2025 on September 15, 2025. As part of the settlement, we paid $342.3 million in cash towards principal amount of the Notes 2025 and no shares were issued in connection with the settlement as the conversion value was less than the principal amounts of the Notes 2025.

Critical Accounting Policies and Significant Management Estimates

Management believes that there have been no significant changes during the six months ended June 30, 2026 to the items that we disclosed as our critical accounting policies and estimates in MD&A in our Annual Report on Form 10-K/A for the fiscal year ended December 31, 2025, except as mentioned in Note 1, “General” (if any).

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency exchange rates, customer concentrations, interest rates and commodity prices. We do not hold or issue financial instruments for trading purposes.

Foreign Currency Exchange Risk

Approximately 48.1% and 34.1% of our revenues for the six months ended June 30, 2026 and 2025, respectively, were earned in non-U.S. dollar denominated currencies other than the U.S. dollar, principally the Euro. Our expenses are generally denominated in the currencies in which our operations are located, primarily the U.S. dollar, NIS, and Euro. Our NIS denominated expenses consist primarily of personnel and overhead costs. Our consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. A hypothetical 10% change in foreign currency exchange rates between the Euro and the U.S. dollar would increase or decrease our net loss by $14.8 million for the six months ended June 30, 2026. A hypothetical 10% change in foreign currency exchange rates between NIS and the U.S. dollar would increase or decrease our net loss by $26.3 million for the six months ended June 30, 2026.

For purposes of our consolidated financial statements, local currency assets and liabilities are translated at the rate of exchange to the U.S. dollar on the balance sheet date, and local currency revenues and expenses are translated at the exchange rate as of the date of the transaction or at the average exchange rate to the U.S. dollar during the reporting period.

To date, we have used derivative financial instruments, specifically foreign currency forward contracts and put and call options, to manage exposure to foreign currency risks by hedging portions of the anticipated payroll payments denominated in NIS. These derivative instruments are designated as cash flow hedges.

In addition, from time to time we enter into derivative financial instruments to hedge our exposure to currencies other than the U.S. dollar, mainly forward contracts to sell Euro for U.S. dollars. These derivative instruments are not designated as cash flow hedges.

Concentrations of Major Customers

Our trade accounts receivables potentially expose us to a concentration of credit risk with our major customers. As of June 30, 2026, two major customers accounted for approximately 26.3% of our consolidated trade receivables, net balance. As of June 30, 2025, two major customers accounted for approximately 22.5% of our consolidated trade receivables, net balance. For the three months ended June 30, 2026, two major customers accounted for approximately 28.8% of our total revenues. For the three months ended June 30, 2025, one major customer accounted for approximately 16.4% of our total revenues. For the six months ended June 30, 2026, one major customer accounted for approximately 16.8% of our total revenues. For the six months ended June 30, 2025, two major customers accounted for approximately 24.0% of our total revenues.

Commodity Price Risk

We are subject to risk from fluctuating market prices of certain commodity raw materials which are used in our products, including Copper, Lithium, Nickel and Cobalt. Prices of these raw materials may be affected by supply restrictions or other market factors from time to time, and we do not enter into hedging arrangements to mitigate commodity risk. Significant price changes for these raw materials could reduce our operating margins if we are unable to recover such increases from our customers, and could harm our business, financial condition, and results of operations.

ITEM 4. Controls and Procedures.

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of June 30, 2026. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on that evaluation, our chief executive officer and chief financial officer concluded, as of June 30, 2026, that our disclosure controls and procedures were effective and operating to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

We substantially completed the implementation of our new ERP system during the fiscal quarter ended June 30, 2025. We are performing our post-implementation activities. The implementation of that ERP system is expected to, among other things, improve user access security and automate a number of accounting, back office and reporting processes and activities, thereby decreasing the amount of manual processes previously required. The implementation resulted in, and the post-implementation activities may result in, changes to certain of our processes and procedures. These changes have been and will continue to be subject to our evaluation of the operating effectiveness of internal controls over financial reporting. Except for the implementation of the new ERP system as described in this paragraph, there have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that occurred during the quarter ended June 30, 2026, that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION.

ITEM 1. Legal Proceedings

In the normal course of business, we may from time to time be named as a party to various legal claims, actions and complaints (including as a result of initiating such legal claims, action or complaints on behalf of the Company), including the matters described in Note 14 – "Commitments and Contingent Liabilities" to our condensed consolidated financial statements in this Quarterly Report on Form 10-Q and in Item 3 – "Legal Proceedings" of our Annual Report on Form 10-K/A for the period ended December 31, 2025. It is impossible to predict with certainty whether any resulting liability from any such legal claims, actions or complaints would have a material adverse effect on our financial position, results of operations or cash flows.

ITEM 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the risks set forth below and the risk factors as described in Part I, Item 1A, "Risk Factors", in our Annual Report on Form 10-K/A for the year ended December 31, 2025 (the "2025 Form 10-K/A") and Part II, Item 1A, "Risk Factors," in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 (the "Q1 2026 Form 10-Q"). Other than the risk factors set forth below, there have been no material changes to the risk factors previously disclosed in the 2025 Form 10-K/A and Q1 2026 Form 10-Q.

Changes in the global trade environment, including the United States trade environment, such as the increase or imposition of import tariffs, could adversely affect the amount or timing of our revenue, results of operations or cash flows.

We depend on the ongoing availability of certain raw materials and components to assemble our products. Since 2025, the United States has imposed significant new tariffs on a broad range of imported products and components and may adopt additional tariffs, trade restrictions or other measures in the future. Although certain tariffs previously imposed under the International Emergency Economic Powers Act were invalidated by the Supreme Court of the United States (the "U.S. Supreme Court") in February 2026 and subsequently rescinded, other trade measures remain in effect or have been implemented as replacements.

In addition, following the U.S. Supreme Court's ruling, the U.S. Administration imposed a temporary import surcharge under Section 122 of the Trade Act of 1974 ("Section 122"). The surcharge was initially set at 10% ad valorem on substantially all imports, with a statutory ceiling of 15%, subject to carve-outs for certain goods (e.g., electronics and critical minerals) and products qualifying under the United States-Mexico-Canada Agreement. The surcharge took effect on February 24, 2026, for a maximum period of 150 days. On May 7, 2026, the U.S. Court of International Trade held that the Section 122 proclamation was invalid. This ruling has been appealed, and the U.S. Court of Appeals for the Federal Circuit issued a temporary stay of the ruling pending resolution of the appeal. The evolving legal status and expiration of the Section 122 tariffs create additional uncertainty regarding our tariff exposure and any potential recovery of Section 122 duties paid during the quarter. If the Section 122 proclamation is ultimately held invalid and refund mechanisms are established, we may be eligible to recover some or all the Section 122 that we have paid. However, the outcome of the appeal and the availability, timing and amount of any potential refunds remain uncertain and are subject to further judicial and administrative proceedings.

Most recently, with the expiration of Section 122 tariffs, in July 2026, the U.S. Administration imposed additional tariffs under Section 301 of the Trade Act of 1974 ("Section 301") on imports from numerous trading partners, with rates generally ranging from 10% to 12.5%, subject to specified exemptions and exceptions. These tariffs are in addition to existing duties and may apply alongside other trade measures, including Section 301 tariffs applicable to imports from China, tariffs under Section 232 of the Trade Expansion Act of 1962, antidumping and countervailing duties, and any future tariffs or trade restrictions that may be adopted. As with the Section 122 surcharge discussed above, these Section 301 tariffs may also be subject to legal challenge, and we cannot predict the outcome of any such challenge or its effect on our tariff exposure.

In addition, on July 28, 2026, the Federal Communications Commission (the "FCC") updated its "Covered List," maintained under the Secure and Trusted Communications Networks Act, to include power inverters produced in foreign countries, effective immediately and prospectively for new product authorizations. Under this action, new inverter models that do not qualify as "domestic end products" (as defined under the Buy American Act, 48 C.F.R. § 25.101(a)) are generally prohibited from receiving the FCC equipment authorizations required to import, market, or sell such products in the United States. The FCC's order applies to new inverter models and certain equipment modifications requiring FCC equipment authorization in the future and generally does not impact products that were authorized by the FCC prior to this order. We believe that SolarEdge inverter products continue to be eligible for sale and installation under the new order. We continuously evaluate the impact of this and other trade restrictions on our business. Inability to comply with such trade restrictions would have a material adverse effect on our business, financial condition, results of operations and cash flows.

We have relocated our contract manufacturing to the United States, where we now manufacture the substantial majority of our products. We continue to manufacture a minor portion of our products in Israel, at our Sella 1 facility. However, certain components and subcomponents necessary for our products continue to be sourced from suppliers outside the United States, and imports of such items may be subject to existing or future tariffs or other trade restrictions. It is unknown whether and to what extent these tariffs will remain in place or if other new laws or regulations will be adopted. In addition, retaliatory measures may be imposed by foreign governments on products exported from the United States to markets in which we sell our products.

The scope, duration and impact of current and future tariffs and trade measures remain uncertain and may increase our cost of revenue, disrupt supply chains, create cost volatility, reduce demand for our products, adversely affect our customers, suppliers, contract manufacturers and other business partners, or impair our ability to compete effectively. Continuing uncertainty regarding trade policy may also cause customers to accelerate, delay or cancel purchases, resulting in sales volatility and fluctuations in operating results.

In particular, if tariffs increase the cost of components imported into the United States, increase the cost of manufacturing our products, or increase the cost of solar power systems generally, solar power systems may become less economically attractive, which could reduce demand for our products and adversely affect our gross margins. It is difficult to predict what additional trade-related actions may be taken by the United States or other governments, including further tariff increases, new trade restrictions, or retaliatory measures. Any such actions could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Disruption to our business operations as a result of the evolving conflict in Israel and other conditions in Israel that affect our operations may limit our ability to develop, produce and sell our products.

Our headquarters and principal research and development center are located in Israel. As a result, political, economic, and military conditions in Israel directly affect our business, operations, and workforce.

Israel has been involved in a number of armed conflicts and has been the target of terrorist activity, including threats from Gaza, Iran, the Houthi militants in Yemen, Hezbollah militants in Lebanon, Iranian militias in Syria, and others. Violence between Hamas and Israel intensified on October 7, 2023, when the terrorist group launched an unprecedented attack on Israel. On October 8, 2023, the Israeli Government announced that the Security Cabinet of the State of Israel approved a war situation in Israel. Since that time, and in connection with subsequent regional hostilities, the ongoing state of war has disrupted and continues to disrupt our business operations.

In the second quarter of 2025, Israel and the Islamic Republic of Iran engaged in a 12-day war, which subsequently stabilized due to a brokered ceasefire. More recently, during the first half of 2026, Israel was again engaged in direct military conflicts with Iran and in significant hostilities with Hezbollah in Lebanon. Although hostilities have since moderated, it is unknown whether any ceasefires or periods of relative calm will endure, or whether conflicts involving Gaza, Lebanon, Iran, Yemen, or other parts of the region may reemerge or escalate in the future.

Because our headquarters and a substantial portion of our workforce are based in Israel, these conflicts have impacted, and may continue to impact, the availability of our workforce. Some of our employees, executive officers, and directors residing in Israel are obligated to perform reserve duty in the Israeli military and are subject to being called to active duty under emergency circumstances. In the year ended December 31, 2025, approximately 279 employees, or 13% of our workforce in Israel, and in the second quarter of 2026, approximately 179 employees, or 7%, were called to active reserve duty for varying periods, which adversely affected workforce availability. Additional employees may be called to reserve duty in the future.

Any future armed conflict, political instability, or violence in Israel or the surrounding region may impair our ability to manage our business effectively, operate our manufacturing plant in northern Israel, conduct research and development activities, or otherwise carry out our operations. In the event of a significant escalation of existing hostilities or the outbreak of additional conflicts, we may be forced to cease or significantly curtail operations, which could delay the distribution and sale of our products.

The majority of our key employees and officers are residents of Israel. If any of our offices or facilities in Israel were damaged, destroyed, or rendered inoperable as a result of war, hostile actions, terrorist attacks, earthquakes, fire, floods, storms, power outages, employee malfeasance, or other natural or man-made events, our ability to conduct research and development, manufacture products, and operate our business could be materially adversely affected. Any resulting delay in the achievement of our development or commercialization objectives could harm our business, prospects, financial results, and reputation.

In addition, several countries, principally in the Middle East, restrict business dealings with Israeli companies, and other countries or groups may impose similar restrictions if hostilities or regional political instability persist or intensify. If instability in neighboring states results in the establishment of fundamentalist Islamic regimes or governments more hostile to Israel, it could be subject to additional political, economic, or military constraints, which could materially adversely affect our operations and our ability to sell products in the region.

Any interruption or curtailment of trade between Israel and its current trading partners, or a significant downturn in Israel's economic or financial condition, could have a material adverse effect on our business, financial condition, and results of operations. Since the start of the war with Hamas, we have become aware of pressure being placed on some of our customers not to engage in business with us due to our affiliation with Israel. In addition, adverse developments in foreign policy toward Israel could negatively impact our ability to do business with suppliers and customers, which could, in turn, harm our reputation, results of operations, or financial condition.

While our offices and facilities worldwide, including in Israel, remain open and, to date, we have not experienced material disruptions to our ability to manufacture and deliver products and services to customers, any reemergence or escalation of conflicts in Israel or the surrounding region could materially adversely affect our business, financial condition, and results of operations.

Additionally, in 2023, the Israeli government announced plans to significantly reduce the Israeli Supreme Court's judicial oversight, including reducing its ability to strike down legislation that it deems unreasonable, and plans to increase political influence over the selection of judges. Although the Israeli Supreme Court partially struck down these plans, the current government has vowed to make other changes to law that limit the powers of the Supreme Court. If such government plans are eventually enacted, they may cause operational challenges for us since we are headquartered in Israel and many of our employees are located in Israel.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None

ITEM 3. Defaults upon Senior Securities.

None

ITEM 4. Mine Safety Disclosures

Not applicable.

ITEM 5. Other Information

None.

ITEM 6. Exhibits

Index to Exhibits

Exhibit No.	Description	Incorporation by Reference
10.1	Employment Agreement, dated May 10, 2026 by and between SolarEdge Technologies, Ltd. and Maoz Sigron	Filed with this report.
31.1	Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended	Filed with this report.
31.2	Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended	Filed with this report.
32.1	Certification of Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished with this report.
32.2	Certification of Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished with this report.
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026, formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Loss, (iii) Condensed Consolidated Statements of Comprehensive Loss, (iv) Condensed Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, (vi) Notes to Condensed Consolidated Financial Statements, and (vii) part II, Item 5(c)	
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 formatted in Inline XBRL	*Included in Exhibit 101*

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 5, 2026

/s/ Shuki Nir
Shuki Nir
Chief Executive Officer
(*Principal Executive Officer*)

Date: August 5, 2026

/s/ Maoz Sigron
Maoz Sigron
Chief Financial Officer
(*Principal Financial Officer*)

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into as of , by and between **SolarEdge Technologies Ltd.** (the"**Company**") having an address at 1 HaMada Street, Herzliya, Israel and **Maoz Sigron, Israeli ID No. [redacted] of [redacted] (the "Employee").**

WHEREAS: The Company desires to employ the Employee in the position of CFO (the "Position") and the Employee desires to enter into such employment, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree as follows:

1. Personal Employment Agreement

This Agreement sets forth the entire relationship between the Company and the Employee, includes all of the Employee's terms of employment by the Company and is the sole expression of the Employee's terms of employment by the Company. The terms set forth in this Agreement shall be binding on the parties. Any other agreement and/or collective arrangement, whether individual or general, and/or any other practice or custom of any kind and/or any other agreement shall not apply to the employment relationship between the parties, even if applicable to any of the Company's other employees that were or will be employed by the Company in the future, unless otherwise agreed by the parties in writing.

2. Employment

The Employee shall be employed by the Company in the Position commencing as of **May 30, 2026** (the "**Commencement Date**") in accordance with the terms and conditions of this Agreement as summarized in Exhibit A herein. The Employee shall be under the direct supervision of and comply with the directives of the Chief Executive Officer of the Company and/or any such individual designated by the Company at its sole discretion (the "**Supervisor**"). The Employee shall perform the duties, undertake the responsibilities and exercise the authority as determined from time to time by the Supervisor and as customarily performed, undertaken and exercised by persons situated in a similar capacity. The Employee's duties and responsibilities hereunder may also include other services performed for subsidiaries and affiliates of the Company.

During the course of his employment with the Company, the Employee shall honestly, diligently, skillfully and faithfully serve the Company. The Employee undertakes to devote all his efforts and the best of his qualifications and skills to promoting the business and affairs of the Company, and further undertakes to loyally and fully comply with the decisions of the Board of Directors. The Employee shall at all times act in a manner suitable of his position and status in the Company.

The Employee undertakes to promptly notify the Company regarding any matter or subject in respect of which he has a personal interest and/or which might create a conflict of interest with his position in the Company.

The Employee agrees to devote total attention and full time (during working hours) to the business and affairs of the Company as required to discharge the responsibilities assigned to the Employee hereunder. During the term of this Agreement the Employee shall not be engaged in any other employment nor directly or indirectly engage in any other business activities in any capacity for any other person, firm or company whether or not for consideration, without the express prior written consent of the Company.

I. The Employee shall work no less than 42 hours per week. The Employee shall work no less than 8.6 hours per day Sunday through Wednesday and no less than 7.6 hours per day on Thursdays. The Employee will also work outside of regular working hours and outside of regular working days, as may be required by the Company from time to time. Since the Employee is employed in position of trust, the nature of the work precludes supervision of the Employee's work hours, and in light of the Company's anticipation that the Employee will be working overtime hours, the Employee will be entitled to the Overtime Payment, as defined below, for up sixty four (64) global work hours per month. The Employee's day of rest shall be Saturday.

II. The Employee agrees to receive his monthly *salary slip* electronically and through his Company's mailbox.

For the avoidance of doubt, the Employee shall not be entitled to work additional hours beyond those set forth in sub-section (e) above without obtaining the prior written approval from the Employee's managers. It is clarified that any additional work hour (or a part thereof) that the Employee works without obtaining his managers' approval as aforesaid shall not be deemed a work hour for any purpose

The Employee hereby represents and undertakes to the Company all of the following:

(i) All information supplied on the Employee's employment application or resume is true and complete.

(ii) There are no other undertakings or agreements preventing the Employee from making the commitments described herein and performing his obligations under this Agreement.

(iii) To the best of the Employee's knowledge, the Employee is not currently, nor will by entering into this agreement be deemed to be, in breach of any of the Employee's obligations towards any former employer, including without limitation, any non-competition or confidentiality undertakings.

(iv) In carrying out the Employee's duties under this agreement, the Employee shall not make any representations or make any commitments on behalf of the Company, except as expressly and in advance authorized so to do.

(v) The Employee grants consent to the Company and its affiliates, and its/their employees, wherever they may be located, to utilize and process the Employee's personal information, including data collected by the Company for purposes related to the Employee's employment. This may include transfer of the Employee's personnel records outside of Israel and further transfers thereafter. All personnel records are considered confidential and access will be limited and restricted to individuals with need to know or process that information for purposes relating to your employment, or for Company's legitimate business purposes, such as management teams and human resource personnel.

3. Employee's Obligations Regarding the Use of the Company's Resources

Without derogating from the Employee's obligations under the Company's Code of Conduct:

I. The Employee undertakes to use the resources that the Company has and will put at his disposal exclusively for the purpose of performing his duties and carrying out his responsibilities within the scope of his Position. Without derogating from the generality of the foregoing sentence, the access given to the Employee to the Company's electronic mail system, as well as its intranet systems, is solely for business purposes. Thus, the Employee shall not use the Company's e-mail system for personal purposes and shall not store any private material on Company's computer/laptop.

II. Without derogating from the generality of the above, the Employee undertakes not to use the property of the Company and the resources it has or will put at his disposal, including email and Internet access, for illegitimate purposes or uses that may adversely affect the Company and/or any third parties and/or in breach of any intellectual property or other laws and/or that may expose the Company to a lawsuit by third parties.

III. The Employee declares and confirms that he knows and agrees that (i) the Company may from time to time inspect the use he has made of the resources it has or will put at his disposal, including email and Internet access, including, without limitation, by way of monitoring, reading email messages and inspecting the Internet addresses and sites accessed by the Employee, subject to applicable law, (ii) the Company shall have the right to allow other employees and other third parties to use/access the Company's computer/laptop used by the Employee, (iii) the Company shall have the right to conduct inspections on any and all of the Company's computers, including inspections of electronic mail transmissions, internet usage and inspections of their content and shall have the right to use the findings of such inspections for Company's purposes, and (iv) in light of Employee's undertaking that the sole use of Company's computers/laptops and e-mail shall be for business purposes, Employee has no right to privacy in any and all computer and e-mail material.

IV. The Employee hereby expressly consents that, if, following provision of an invitation to termination hearing to the Employee, the Employee’s submission of a letter of resignation, and/or during notice period, the Company suspects that the Employee’s access to the Company's resources may cause damages to the Company, the Company may terminate the Employee’s access to the Company’s systems without providing the Employee with any prior notice and without being required to obtain the further consent of the Employee.

4. Salary

I. The Company agrees to pay or cause to be paid to the Employee during the term of this Agreement a gross salary of **91,000** NIS per month (the “**Base Salary**”). Because the Employee may be required to work outside of regular working hours and outside of regular working days as stated above in Section 2(e), the Company agrees to pay to the Employee during the term of this Agreement a gross payment of 39,000 NIS per month (the “**Overtime Payment**”) on account of all such hours. The Base Salary and the Overtime Payment together shall constitute the “**Salary**” for purposes of this Agreement. The Salary shall be payable monthly in arrears. The salary will be reduced by 10% until the Company reaches profitability, similar to other executives.

II. In addition, so long as the Employee does not lease a motor vehicle from the Company, the Employee shall be entitled to an additional NIS 700 per month to cover Employee's transportation costs. For avoidance of doubt the transportation cost shall not be considered as part of the Employee’s Salary for purpose of calculation of social benefits.

III. The Salary will be paid no later than the 9th day of each month, one month in arrears, after deduction of any and all taxes and charges applicable to Employee as may be in effect or which may hereafter be enacted or required by law. Employee shall notify the Company of any change which may affect Employee’s tax liability.

5. <u>Employee Benefits</u>

I. The Employee shall be entitled to the following benefits per applicable law.

(i) <u>Pension Plan</u>. The Company will allocate to a managers' insurance policy or a pension fund (individually and collectively in this clause referred to as the "**Policy**"), or a combination of both (whereby each will apply partially), the following:

1. In the event the Employee selects a pension fund:

- An amount equal to 8.33% of the Salary which shall be allocated to a fund for severance pay.
- The Company shall pay into the pension fund an additional amount equal to 6.5% of the Salary which shall be allocated to a provident fund including disability insurance (so long as such insurance can reasonably be obtained) and life/survivors insurance.
- In addition, the Company will deduct from the Salary an amount equal to 6% of the Salary, which shall constitute Employee's contribution to the provident fund.

2. In case the Employee will choose a managers' insurance policy:

- An amount equal to 8.33% of the Salary which shall be allocated to a fund for severance pay.
- The Company shall pay into the manager's insurance policy an amount equal to 6.5% of the Salary for the employer's share of the payment for benefits (Tagmulim) under the manager's insurance policy. Such contribution includes contribution to a disability insurance policy on the Employee's behalf which would insure 75% of the Salary. To the extent necessary, such amount shall be increased to a total maximum of 7.5% of the Salary if such increase is required for purchasing an insurance premium insuring 75% of the Salary. At any rate, the portion of the Company's contributions towards pension will not be less than 5%
- In addition, the Company shall deduct 6% from the Salary on behalf of the Employee and shall transfer such amount to the managers' insurance policy as the Employee's share of the payment for benefits (Tagmulim) under the manager's insurance policy.

It is hereby clarified, that the payments by the Company, pursuant to the allocations set forth above, are intended to comply with applicable law, including the obligation to allocate funds for disability and survivors insurance. The Company advises the Employee to receive professional advice on the election of a pension plan. In case the Employee elects to be insured under a plan which does not include disability and survivors insurance component, the Employee hereby releases and discharges the Company from any responsibility or liability arising of such said election.

If the Employee does not notify the Company of his or her choice of a pension fund or managers insurance policy within 90 days from the Commencement Date, the Company shall make such choice for the Employee based on its own tender and criterion, and the Employee shall not have any claims thereto.

The Employee and the Company agree and acknowledge that the Company's severance contribution to the policy in accordance with above, shall, provided contribution is made in full, be instead of severance payment to which the Employee (or his beneficiaries) is entitled with respect to the Salary upon which such contributions were made and for the period in which they were made (the "**Exempt Salary**"), pursuant to Section 14 of the Severance Pay Law 5723-1963 (the "**Severance Pay Law**"). The parties hereby adopt the General Approval of the Minister of Labor and Welfare, which is attached hereto as Exhibit C The Company hereby forfeits any right it may have in the reimbursement of sums paid by the Company into the Policy or Pension Plan, except: (i) in the event that Employee withdraws such sums from the Policy or Pension Plan, other than in the event of death, disability or retirement at the age of 60 or more; or (ii) upon the occurrence of any of the events provided for in Sections 16 and 17 of the Severance Pay Law. Nothing in this Agreement shall derogate from the Employee's rights to severance payment in accordance with the Severance Pay Law or agreement or expansion order in connection with remuneration other than the Salary.

(ii) Sick Leave. The Employee will be entitled to sick leave as provided by law. However, on *ex gratia* basis, the Employee will be entitled to full payment of Salary from the first day of sickness, unless the Company resolves otherwise, in its sole discretion. Any payment from the disability insurance will be on account of sick leave payment. In any event of leave due to illness, the Employee shall inform the Company as soon as possible of the illness and the estimated time of his absence, and upon his return he shall produce a medical certificate in respect of the entire period of the leave. The right to sick leave shall not be redeemable, whether during or upon or following the end of the Employee’s employment.

(iii) Annual Recreation Allowance (Dme'i Havra'a). The Employee shall be entitled to annual recreation allowance, according to the applicable directive.

(iv) Vacation. The Employee shall be entitled to an annual vacation per applicable law and in accordance with the Company’s vacation policy, which may be changed by the Company at its sole and absolute discretion from time to time. The dates of vacation will be coordinated between the Employee and the Company, from which at least 5 vacation days must be consecutive.

(v) Educational Fund (Keren Hishtalmut). The Company will contribute to a recognized educational fund an amount equal to 7.5% of each monthly payment of the Salary up to the limit recognized for tax purposes and will deduct from each monthly payment and contribute to such education fund an additional amount equal to 2.5% of each such month's payment up to the limit recognized for tax purposes.

(vi) Annual Bonus. The Employee shall be eligible to receive an annual target based bonus of 75% annual salary (prorated for the initial year of employment), to be evaluated and paid, if eligible, annually based on achieving business targets and strategic objectives as will be defined by the Company. The performance objectives for such plan will be determined by the Company’s CEO within ninety (90) days of the Effective Date and, for each year thereafter, no later than 30 days before the beginning of the year. The Company shall have sole discretion to determine whether the targets have been achieved and the amount, if any, of any bonus to be paid. To avoid doubt, no disbursements shall be made to manager's insurance or educational fund with respect to any bonus payments, and bonus payments shall not be deemed a portion of the Salary for any purpose, including without limitation, when calculating the Employee’s entitlement to severance pay or other amounts payable upon termination of the Employee’s employment. In order to receive a bonus for any given year, the Employee shall be employed by the Company at the date of payment of the bonus, paid out in April of the year following said measurement.

(vii) Equity Compensation. Subject to the approval by the parent Company's Compensation Committee of the Board of Directors: Employee shall be granted an equity award with respect to $ 700,000 in a restricted stock unit ("RSUs") and $700,000 in performance stock units ("PSUs"), with an additional overallotment amount of PSUs of up to $700,000, all for shares of common stock of the parent Company pursuant to and upon the terms set forth in the parent Company's 2015 Global Incentive Plan and form agreement. So long as Employee is employed by the Company, the RSUs award shall vest over four years, with respect to 25% of the underlying RSUs on the one-year anniversary of the vesting start date and with respect to the balance, in twelve equal quarterly installments thereafter. The vesting start date shall occur on the last day of the second month of the calendar quarter following the Commencement Date of the employment. The PSUs shall be per the performance metrics approved for all C level executives, provided that, the Performance Period will be calculated based on the same starting day approved for the C level executives, and the ending of the Performance Period and vesting for all of the PSUs shall be in January 2029, upon the ending of the second Performance Period applicable to the C level executives.

In the event that any termination of employment pursuant to this Section 5 occurs within twelve months following a Change of Control (as defined below) and is either: (i) by SolarEdge or the Company without Cause or (ii) by Employee for Justifiable Reason (as defined below), Employee will be entitled to receive full acceleration of any unvested equity awards (including shares, restricted stock, restricted stock units and/or stock options, as applicable), held at the time of such termination. For purposes of this Section 5, "Change of Control" shall mean the occurrence of any of the following: (i) a merger or consolidation of SolarEdge or the Company, in which the stockholders of SolarEdge or the Company (as applicable) do not control fifty percent (50%) or more of the total voting power of the surviving entity (other than a mere reincorporation merger); or (ii) the sale, transfer or other dismissal of SolarEdge's or the Company's assets in liquidation or dissolution of SolarEdge or the Company or otherwise; or (iii) the sale or transfer of more than fifty percent (50%) of the outstanding voting stock of SolarEdge or the Company (excluding a transaction effected primarily for capital raising purposes). Also for purposes of this Section 5, "Justifiable Reason" shall mean any of the following: (a) any material change in any of the Salary and/or benefits set forth in this Agreement which was not approved by the Employee other than a decrease in Salary to all of the Company's and/or SolarEdge's management; (b) demand that the Employee will relocate; or (c) any material demotion in title, position, management duties, or responsibilities.

(viii) Food Allowance. The Employee will receive food allowance (10bis or other programs), in accordance with the Company's policy, which may be changed by the Company at is sole and absolute discretion from time to time. The Employee shall be responsible for any taxes associated with this benefit.

Unless specified to the contrary herein, all payments and contributions of the Company under this Agreement shall be limited to the highest deductible amount recognized by the tax authorities.

During any period of the Employee's military reserve service, the Company shall pay the Salary and all other social benefits due to the Employee hereunder. National Insurance Institute payments in connection with such military reserve duty shall be retained by the Company.

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6. Expenses

The Employee shall be entitled to receive prompt reimbursement of all direct expenses reasonably incurred by him in connection with the performance of his duties hereunder provided that written receipts are produced for the same and approved by the Company.

7. Term and Termination

I. The term of employment under this Agreement will begin as of the Commencement Date and will continue unless either party gives the other prior written notice of termination of this Agreement, in which case this Agreement shall terminate effective as of the later of (a) 90 days after the day of notice or the (b) the date as the effective date of termination of employment specified in such notice after the giving of such notice.

II. In addition, the Company shall have the right to terminate this Agreement at any time by written notice in the event of Cause (as defined below). In such event, this Agreement and the employment relationship shall be deemed effectively terminated as of the time of delivery of such notice.

III. The term “Cause” shall mean (a) Employee’s conviction of a crime of moral turpitude, (b) a material breach of the Employee’s fiduciary duties towards the Company or its parent company, including theft, embezzlement, or self-dealing, (c) engagement in competing activities, or a material breach of the Employee’s confidentiality and non-disclosure obligations towards the Company or its parent company; (d) a material breach of this Agreement by the Employee which is not cured (if curable) within seven (7) days after receipt of written notice thereof; or (e) any other circumstances under which severance pay (or part of them) may be denied from the Employee upon termination of employment under the applicable Israeli law.

IV. In the event that the Company terminates the Employee’s employment at its discretion after providing advance written notice to the Employee under sub-section (a) above, then during such period, the Employee shall be entitled to compensation pursuant to Sections 4 and 5 hereof (or their cash equivalent).

V. In any event of the termination of this Agreement, the Employee shall immediately return all Company property, equipment, materials and documents and the Employee shall cooperate with the Company and use the Employee’s best efforts to assist with the integration into the Company’s organization of the person or persons who will assume the Employee’s responsibilities. At the option of the Company, the Employee shall during such period either continue with his duties or remain absent from the premises of the Company. Under no circumstances will the Employee have a lien over any property provided by or belonging to the Company.

Notwithstanding anything contained herein to the contrary notwithstanding, the Company at its sole discretion shall have the right to terminate the employment relationship with immediate effect or prior to the end of the notice period set forth in above and pay the Employee in lieu of advance notice or the remainder thereof in accordance with applicable law.

8. Confidentiality; Proprietary Rights

The Employee has executed and agrees to be bound by the provisions governing confidentiality, proprietary rights and non-competition contained in Exhibit B to this Agreement, which provisions will survive termination of this Agreement for any reason. For avoidance of doubt, five percent (5%) of the Employee's Salary is special compensation in exchange for the non-competition undertaking specified under Exhibit A ("**Special Compensation**").

9. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns.

Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

10. Notice

For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be deemed to have been duly given when personally delivered or sent by registered mail, postage prepaid, addressed to the respective addresses set forth below or last given by each party to the other. All notices and communications shall be deemed to have been received on the date of delivery thereof, except that notice of change of address shall be effective only upon receipt.

The initial addresses of the parties for purposes of this Agreement shall be as set forth in the preamble to this Agreement.

11. Prevention of Sexual Harassment

The Company sees violations of the Law for Prevention of Sexual Harassment (the "**Law**") in a severe light. The Employee acknowledges being informed of the Company's policy regarding sexual harassment, including the existence of Company guidelines for the prevention of sexual harassment that may be received at any time from the employee in charge of enforcing the Law in the Company.

12. Code of Conduct

The Employee has executed and agrees to be bound by the provisions governing the Company's Code of Conduct contained in Exhibit D to this Agreement.

13. Miscellaneous

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement. This Agreement shall not be modified or otherwise affected by unwritten "customs" under Israeli employment law, or other terms effective for other employees of the Company.

14. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel.

15. Severability

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby, and the unenforceable provision enforced to the maximum extent permissible under law, or otherwise shall be replaced by an enforceable provision that most nearly approximates the intent of the unenforceable provision.

16. Entire Agreement

I. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

This Agreement and its annexes and exhibits constitute notice to the Employee pursuant to the Notice to Employee (Employment Terms) Law – 2002.

Employee acknowledges that he/she (1) has read and fully understood all the provisions of this Agreement and its Exhibits; (2) was given the opportunity to consult with third parties, including his attorneys, (3) the signing of this agreement was made at Employee's own free will.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF:

SolarEdge Technologies Ltd.

By:	**Name: Maoz Sigron**
Name: Shuki Nir	**Signature*:* ______________**
Title: CEO	**Dated:__________________**
Dated: __________________	

EXHIBIT A
SUMMARY OF TERMS OF THE EMPLOYMENT AGREEMENT

Name of Employee:	MAOZ SIGRON
ID No. of Employee:	[redacted]
Address of Employee:	[redacted]
Position:	**CFO**
Supervisor:	**CEO**
Commencement Date:	**MAY 30, 2026**
Base Salary:	**91,000 NIS**
Overtime Compensation:	**39,000 NIS**
Annual Vacation Days:	**PER APPLICABLE LAW**
Notice Period:	**90 DAYS**
Transportation Costs:	**700 ILS**
Education Fund:	**YES**
RSU Award $:	**700,000**
PSU Award $	**700,000** **ADDITIONAL 700,000 OVERALLOTMENT**
10bis	**YES**

SolarEdge Technologies Ltd. By:
Name: Shuki Nir
Title: CEO
Signature:________________
Dated: ________________

Signature: ________________
Dated: ________________

EXHIBIT B

SOLAREDGE TECHNOLOGIES LTD.
EMPLOYEE PROPRIETARY
INFORMATION AND NON-COMPETITION AGREEMENT

In consideration and as a condition of my employment, by **SolarEdge Technologies Ltd.** and/or by companies which it owns, controls, or by which it is owned or controlled, or with which it is affiliated, or their successors in business (the "**Company**"), and the compensation paid therefor:

This Exhibit forms an integral part of the Employment Agreement made and entered into between the Company and me dated..(the "**Employment Agreement**"), and is intended to add and not to derogate from the provisions of the Employment Agreement, and incorporates all the applicable terms and conditions of said Employment Agreement.

1. Confidentiality.

Except as the Company may otherwise consent in writing, I agree to keep confidential and not disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to my employment by the Company, without limitation regarding time or place, any trade secrets or confidential or proprietary information of the Company (patentable or not), including without limitation knowledge, data, or other information relating to products, concepts, methods of manufacture, processes, know-how, techniques, designs, formulae, test data, costs, customer lists, employees, business plans, marketing plans and strategies, pricing, or other subject matter pertaining to any past, existing or contemplated business of the Company or any of its employees, clients, customers, consultants, agents, licensees, or affiliates, which I may produce, obtain or otherwise acquire during the course of or in connection with my employment ("**Company Confidential Information**") or otherwise relating to the business, products, software, technologies, techniques, processes, services, or research and development of the Company. I further agree not to deliver, reproduce, or in any way allow any Company Confidential Information or any documentation relating thereto to be delivered or used by any third parties without specific direction or consent of the Company.

All Company Confidential Information, whether contained in documents, electronic media, magnetic media, servers or otherwise, including, but not limited to, notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs, other data of any kind coming into my possession or prepared by me or others (collectively, the "**Documents**"), are the sole and exclusive property of the Company and/ or of the Company's affiliates, as the case may be. I agree to return to the Company all such Documents immediately upon the earlier of: (i) demand from the Company; or (ii) termination of my employment with the Company for any reasons whatsoever. I will not have any rights of lien with respect to Confidential Information, as defined above.

I acknowledge that all Company Confidential Information, including but not limited to trade secrets, is essential commercial and proprietary information of the Company or the Company's affiliates (or of third parties to whom the Company or the Company's affiliates owe a duty of confidentiality), which is not public information and cannot easily be discovered by others, whose confidentiality provides the Company or the Company's affiliates a commercial advantage over its competitors, and the Company and/or the Company's affiliates are taking reasonable measures to safeguard its confidentiality.

Nothing in this Agreement restricts or prohibits me (with or without notice to the Company) from reporting violations of U.S. federal or state laws or regulations to a relevant government agency, from making disclosures that are protected under U.S. federal and state whistleblower laws and regulations or from accepting any monetary reward in connection therewith.

2. **<u>Assignment of Inventions.</u>**

As used in this Agreement, "**Invention**" shall include but not be limited to : (i) utility models, patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, reissues, re-examinations, renewals, substitutions and extensions thereof), patent applications, plant patents, certificates of plant variety protection and inventions (whether patentable or not) and rights in inventions; (ii) trademarks, trade names, logos, service marks, trade dress, corporate names, and other designations of source, and registrations and applications for registration thereof, together with the goodwill connected with the use of and symbolized by the foregoing; (iii) copyrights, designs, mask works, database rights and semiconductor topography rights, and registrations and applications for registration thereof and works of authorship (whether copyrightable or not); (iv) internet domain names and related registrations; (v) trade secrets, confidential information, and other proprietary rights, including ideas, formulas, compositions, inventions (whether patentable or unpatentable), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information; (vi) computer software (source and object code), modules, libraries, code, or other components, and documentation for the foregoing; (vii) any other intellectual property rights, moral rights, or industrial property rights not otherwise set forth in (i) through (vi) above, whether registered or unregistered, as recognized by law in the applicable jurisdiction; and (viii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

Without additional compensation and consideration beyond the Salary, as defined in the Employment Agreement, I hereby irrevocably and unconditionally assign to the Company all right title and interest to all Inventions made or conceived by me (solely or jointly with others) during the period of, and/or in connection with my employment with the Company, or otherwise relating in any manner to the business, products, technologies, techniques, processes, services, or research and development of the Company, including all rights to sue for past, present, and future infringements or misappropriations of such Inventions, upon their inception at any time, and whether or not any such Inventions are protectable by patent, trademark, copyright, or mask work right, and whether or not used by the Company. I agree that all such Inventions shall belong exclusively to the Company. In addition, I hereby waive any moral rights in copyrightable Proprietary Developments or any part thereof, (to the extent such waiver is allowed under applicable law)

3. **<u>Disclosure of Inventions, Assignment and Execution of Documents.</u>**

I agree to disclose each Invention promptly in writing to the Board of Directors and the Chief Executive Officer of the Company, in order to permit the Company to determine rights to which it may be entitled under this Agreement. I hereby assign to the Company any Invention required to be assigned by Section 2 above ("**Assignable Invention**"). I agree that Assignable Inventions shall be and remain the sole and exclusive property of the Company or its nominee, whether or not used by the Company or protected by patent, trademark, copyright, mask work right or trade secrecy. I agree to preserve any Assignable Invention as Company Confidential Information.

I acknowledge and agree that the salary and other benefits which I am entitled to receive from the Company by virtue of my employment or engagement with the Company constitute the sole and exclusive consideration to which I am entitled, by virtue of any contract or law (including, but not limited to, the Israel Patent Law, 5727-1967), in respect of any and all Assignable Inventions, and I hereby waive all past, present and future demands, contentions, allegations or other claims, of any kind, in respect thereof, including the right to receive any additional royalties, consideration or other payments. Without derogating from the aforesaid, it is hereby clarified that the level of my compensation and consideration has been established based upon the aforementioned waiver of rights to receive any such additional royalties, consideration or other payment. For the avoidance of doubt, the foregoing will apply to any "Service Inventions" as defined in the Israeli Patent Law, 1967 (the "**Patent Law**"), it being clarified that under no circumstances will I be deemed to have any proprietary right in any such Service Invention, notwithstanding the provision or non-provision of any notice of an invention and/or company response to any such notice, under Section 132(b) of the Patent Law. This agreement if expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law.

I agree to assist the Company, upon request and at its expense, during and after my employment in every reasonable way, to obtain for its own benefit patents, trademarks, copyrights, mask work rights or other proprietary rights for Assignable Inventions in any and all countries. I agree to execute such papers and perform such lawful acts as the Company deems to be necessary to allow it to exercise all rights, title and interest in such patents, trademarks copyrights, and mask work rights, including executing, acknowledging, and/or delivering to the Company upon request and at its expense, applications.

In the event the Company is unable to secure my signature on any document needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on my behalf to execute, verify and file any such document and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by me.

Section 2 above will not apply with respect to inventions, if any, patented or unpatented, which I made prior to the commencement of my engagement with the Company. I have listed below, a complete list of all inventions to which I claim ownership and desire to remove from the scope of this Agreement, and acknowledge that such list is complete ("**Prior Inventions**"). If no such list is provided below, I hereby represent that I have no such Prior Inventions at the time of this Agreement. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that: (i) I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent, (ii) my failure to obtain such prior consent shall not affect the grant of the license relating to the Prior Inventions as specified in this Section 3.

Prior Inventions:

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4. <u>Maintenance of Records.</u>

I agree to keep and maintain adequate and current written records of all Inventions made by me as provided in Section 2 above (in the form of notes, sketches, drawings, and as may be specified by the Company) which records shall be available to and remain the sole property of the Company at all times.

5. Competitive Activity

Non-Solicitation. During my employment with the Company and for a period of twelve (12) months from the date of termination of my employment for any reason (the "**Termination Date**"), I will not:

IX. directly or indirectly, including personally or through any business in which I am an employee, officer, director, shareholder, consultant or contractor, contact or provide any assistance to any other person or organization which seeks to contact any of the Company's employees, consultants, service providers, customers, licensors, suppliers, distributors, agents or contractors of whatever nature for the purpose of soliciting, inducing or attempting to induce any of the aforesaid to terminate their relationship with the Company.

XXXV. solicit, canvass or approach or endeavor to solicit, canvass or approach any person who, to my knowledge, was provided with services by the Company (or, if applicable its parent company or any of its or the Company's subsidiaries) at any time during the twelve (12) months immediately prior to the Termination Date, for the purpose of offering services or products which compete with the Company's Business.

II. Non-Competition. During the term of my employment and for a period of six (6) months from the Termination Date, I will not directly or indirectly, compete with the Company in Israel , including without limitation:

(i) carry on or hold an interest in any company, venture, entity or other business (other than a minority interest in a publicly traded company) which competes with the Company's Business. The foregoing shall not apply to holdings of securities of any company the shares of which are publicly traded on an internationally recognized stock exchange, which do not exceed 3% of the issued share capital of such public company, so long as I have no active role in such public company as a director, officer, employee, consultant (including as an independent consultant) or otherwise; or

(ii) act as a consultant or employee or officer or in any managerial capacity in a business which directly or indirectly competes with the Company's Business; or

(iii) supply in competition with the Company (or, if applicable its parent company or any of its or the Company's subsidiaries) services or products which compete with the Company's Business at the Termination Date to any person who, to my knowledge, was provided with services by the Company (or, if applicable its parent company or any of its or the Company's subsidiaries) any time during the twelve (12) months immediately prior to the Termination Date.

"**Company's Business**" shall mean any business involving PV inverters, power optimizers, and module-level monitoring services, including those products or services contemplated in a plan adopted by the Board of Directors of the Company (or, if applicable its parent company or any of its or the Company's subsidiaries).

6. No Conflicting Employee Obligations.

I am not a party to or bound by any employment agreement, agreement not to compete, or other contract that would prohibit my employment with the Company or that would conflict with my obligation to use my best efforts to promote the interests of the Company, or that would conflict with the business conducted and/or proposed to be conducted by the Company.

7. Third Party Confidential information.

I will not disclose or make available to the Company or use or induce the Company to use any trade secret, confidential or proprietary information or material belonging to any previous employer or other person. I represent that my performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence any information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I agree not to enter into any agreement either written or oral in conflict herewith.

8. Acknowledgements and Declarations.

I hereby declare and acknowledge that **:**

My non-competition obligations under this Exhibit B are fair, reasonable, and proportional, especially in light of the Special Compensation I receive under the Employment Agreement, and are designed to protect the Company's and the Company affiliates' secrets and their confidential information, which constitute the essence of their protected business and commercial advantage in which significant capital investments were made.

Any breach of my obligations under this Exhibit B shall contradict the nature of the special trust and loyalty between me and the Company, the fair and proper business practices and the duty of good faith and fairness between me and the Company.

My obligations under this Exhibit B and the restricted period of time and geographical area specified herein are reasonable and proportional, and do not prevent me from developing his general knowledge and professional expertise in the area of my business, without infringing on or breaching any of the Company's rights**.**

9. Survival.

The provisions of this Exhibit shall continue and remain in full force and effect following the expiration or termination of the employment relationship between the Company and me for whatever reason.

10. Modification.

This Agreement may not be supplemented, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by me and an officer of the Company. I agree that any subsequent change or changes in my duties, salary, or compensation shall not affect the validity or scope of this Agreement. I further agree that either the Company or I can terminate my employment at any time and for any reason and nothing in this Agreement changes or restricts that right.

11. Entire Agreement.

I acknowledge receipt of this Agreement as part of my Employment Agreement with the Company, and agree that with respect to the subject matter hereof, it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

12. Severability.

In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect, and shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

13. Successors and Assigns.

This Agreement shall be binding upon my heirs, executors, administrators, or other legal representatives and is for the benefit of the Company, its affiliates, successors and assigns.

14. Governing Law.

This Agreement shall be governed by the laws of the State of Israel.

____
Employee's Signature

____
Date

EXHIBIT C

GENERAL APPROVAL OF THE MINISTER OF LABOR AND WELFARE

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 **("Law"**) I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee's comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 **("Pension Fund"**), or to a Manager's Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund **("Insurance Fund"**), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan **("Employer Payments"**), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid (**"Exempt Wages"**) if the following conditions are satisfied:

(1) Employer Payments –

(A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.

(B) to the Insurance Fund are not less that one of the following:

(1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages **("Disability Payment"**).

(2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee's severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.

(2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include –

(A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;

(B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee's right to severance pay is denied by judgment according to sections 16 or 17 of the Law, and in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Approved Event; for this matter, Approved Event or purpose means death, disablement or retirement at the age of 60 or over.

(3) This confirmation does not derogate from the employee's entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.

Employee: __________________

EXHIBIT D

SOLAREDGE TECHNOLOGIES, INC.

EMPLOYEE CODE OF CONDUCT

I. Overview

SolarEdge Technologies, Inc. conducts its business in accordance with the highest ethical standards of corporate leadership and citizenship and expects all its employees to act in accordance with the highest standards of personal and professional integrity. This Code of Conduct (this "**Code**") applies to all officers and employees of SolarEdge Technologies, Inc., including all subsidiaries (together, the "**Company**") and service providers offering services that are similar in nature to employee services. In the conduct of Company business, all employees shall be guided by the principles described in this Code.

No code or policy can anticipate every situation or provide definitive answers to all questions that may arise. Accordingly, this Code is intended to highlight areas of ethical risk, provide guidance in recognizing and dealing with ethical issues and establish mechanisms to report unethical conduct. Additional policies and procedures that supplement those contained in this Code can be found in on the Company's intranet website.

II. Raising Questions and Reporting Violations

Employees are responsible for adhering to the standards in this Code, for raising questions if they are in doubt about the best course of action and for reporting possible misconduct promptly after it comes to their attention. The Company's General Counsel is responsible for interpreting and applying this Code.

Unless a particular provision of this Code directs otherwise, if an employee is in doubt about the propriety of any action, he or she should discuss it with a supervisor, manager, or the General Counsel. An employee who becomes aware of any conduct that he or she believes may violate this Code or any applicable law is expected to promptly report it to a supervisor, manager, or the General Counsel.

Contact information for the General Counsel is below.

Name: Dalia Litay
Title: Chief Legal Officer
Address: 1 Hamada Street, Herzliya Pituach, Israel 4673335
Telephone: 972-9-957-6620
Email: dalia.litay@solaredge.com

Alternatively, employees may report complaints or concerns regarding accounting, internal accounting controls, auditing or federal securities law matters, or misconduct involving a member of the Company's management to the Audit Committee, c/o SolarEdge Technologies, Inc., via email to **audit@solaredge.com**

Employees may also raise their concerned through an anonymous hotline hosted by the NASDAQ and available at the following link: https://www.whistleblowerservices.com/sedg or can contact this hotline anonymously by calling +1 844-373-2030 to leave a message with the Audit Committee. All voicemail messages will be electronically altered/disguised to ensure the confidentiality of the identity of a caller.

Officers should contact the General Counsel or the Chair of the Audit Committee if they have questions about this Code or wish to report potential misconduct.

Reports of potential misconduct may be made anonymously and confidentially, although individuals are encouraged to identify themselves to facilitate follow-up and investigation. Every effort will be made to protect the reporting individual's identity. In some instances, however, it may be impossible to keep the person's identity confidential because of the demands of conducting a thorough investigation or because of applicable legal requirements.

III. No Retaliation

The Company, and applicable law, prohibit any form of retaliation for raising concerns or reporting possible misconduct in good faith. No employee will be subject to discrimination, harassment, or retaliation of any kind for reporting misconduct the employee believes in good faith to be in violation of this Code, any applicable policy or applicable law.

IV. Compliance with Laws

It is the Company's policy to comply with all laws, rules, regulations, and Company policies. It is the personal responsibility of employees to adhere honestly and in good faith to the standards and restrictions imposed by those laws, rules, regulations, and Company policies. Although no employee is expected to know the details of all these laws, rules, and regulations, it is important for employees to have a general understanding of the specific laws, rules and regulations that are relevant to their areas of responsibility at the Company. Employees should contact the General Counsel if they have questions about particular legal requirements or what the law permits.

V. Fair Dealing and Integrity

Employees are responsible for the integrity and consequences of their actions. Employees are expected to strive to attain the highest level of personal performance and productivity and should treat one another with respect and courtesy. All employees are required to deal honestly, ethically, and fairly at all times with their fellow employees, customers, suppliers, competitors, local communities and other third parties.

The Company seeks to obtain competitive advantages through superior performance, never through unethical or illegal business practices. Employees should not take unfair advantage of anyone through manipulation, exaggeration, concealment, misrepresentation of facts, abuse of confidential or privileged information or like practices.

VI. **Conflicts of Interest**

A conflict of interest may arise when an individual's own actions or interests interfere or appear to interfere with the interests of the Company. This includes the interests of an immediate family member or organizations with which an employee, or an immediate family member, has a significant relationship. Conflicts of interest also may arise when an individual, or a member of his or her immediate family, receives improper personal benefits as a result of the individual's position in the Company.

Employees should avoid situations that involve, or appear to involve, a conflict between their own interests and the interests of the Company. Many conflicts or potential conflicts of interest may be resolved or avoided if they are appropriately disclosed and approved. In some instances, disclosure may not be sufficient, and the Company may require that the conduct in question be stopped or that actions taken be reversed where possible.

Employees should disclose conflicts or potential conflicts of interest to a supervisor, manager, or the General Counsel. Officers should contact the General Counsel or the Chair of the Audit Committee.

Examples of circumstances that may create a conflict of interest are provided below. These examples are not meant to be all-inclusive and are simply meant to be illustrative.

A. Gifts and Business Courtesies

The Company recognizes that it is common practice to exchange gifts and business courtesies with customers, business associates and others to create good will and sound working relationships. However, actions taken on behalf of the Company should be free from any suggestion that favorable treatment was sought by, received from, or given to individuals or organizations that do business or seek to do business with the Company. Employees may not solicit or accept gifts or business courtesies, including money, services, or anything else of value when doing so may influence, or be perceived as influencing, a decision or action. Similarly, employees may not offer or give gifts or business courtesies, money, services, or anything else of value when doing so may influence, or be perceived as influencing, a decision or action. Immediate family members are subject to the same policy.

Employees may not accept or give non-cash gifts to anyone with whom the Company does business unless that gift is promotional in nature and nominal in value. Gifts of nominal value are those that do not exceed $250. Cash gifts are never permitted.

Business courtesies include, but are not limited to: meals, drinks, entertainment (including tickets to sports or social events), recreation, transportation, honoraria or use of the donor's time, equipment, materials, or facilities. Employees may accept or give a business courtesy if it is:

- Appropriate (the event promotes a legitimate business purpose);
- Reasonable (the invitation is for a meal or event that is not lavish, meaning that it does not exceed $250); and
- Consistent with the ethical practices of the Company.

Employees should avoid a pattern of accepting frequent business courtesies from the same persons or companies.

Additionally, many organizations have their own policies on giving and accepting gifts and business courtesies. Employees should not offer a gift or business courtesy to another person if the employee knows that doing so would violate policies at the recipient's organization. If the employee does not know, the employee should ask before providing the gift or business courtesy.

B. Outside Activities

The Company understands that employees participate in a variety of activities outside their work at the Company. Many outside activities, such as volunteering for a charity or participating in a community organization, are unlikely to affect an individual's work at the Company. At the same time, employees should be sensitive to the possibility that participating in outside activities could create a conflict of interest. Examples of outside activities that could create a conflict of interest include:

- Outside employment;
- Providing goods or services to a competitor or business partner of the Company; and
- Having a financial interest in an outside supplier or vendor that provides goods or services to the Company.

C. Financial Interests

The Company respects the right of employees to manage their investments and does not wish to interfere with personal financial opportunities. However, having certain personal financial interests or engaging in certain transactions could create a conflict of interest. Examples of financial interests and transactions that could create a conflict of interest include:

- Having a substantial personal financial interest in either a competitor or a business partner of the Company (other than an interest of less than 1% of the outstanding securities of a public company); and
- Borrowing from, or lending cash to, customers or suppliers (other than personal loans from financial institutions with which the Company maintains business relationships).

D. Corporate Opportunities

Employees should not take, for themselves or others, business opportunities that are discovered through the use of Company property, Company information or through their position with the Company. Employees are prohibited from using Company property, information, or position for personal gain and from competing with the Company.

VII. <u>Proper Use of Assets</u>

It is the personal responsibility of all employees to safeguard both the tangible and intangible assets of the Company, its customers, and vendors. Company assets must only be used for legitimate business purposes and may not be used for improper personal benefit or for any purpose which may compete with the business of the Company. These assets include physical property, services, business plans, customer information, employee information, vendor information, electronic resources and intellectual property.

Intellectual property includes patents, copyrights, trademarks/branding and confidential and proprietary business information.

The Company allows its employees to make inconsequential, non-business use of its resources (such as use of Company phones to receive or make limited personal phone calls), as long as this use complies with legal and ethical requirements and with all applicable Company policies. Employees are expected to use good judgment and act in a professional manner when using these resources.

VIII. Company Information Systems

The Company's information systems, including communications systems, e-mail, voice mail, and intranet, extranet and internet access systems are the Company's property and generally must be used only for business activities. Inconsequential, non-business use is permissible as long as this use does not consume more than a trivial amount of resources, does not interfere with productivity, does not preempt any business activity, is otherwise appropriate and reasonable and complies with legal and ethical requirements and with all applicable Company policies.

Employees may not use the Company's information systems to access, view, post, store, transmit, download, or distribute any illegal, profane, obscene, derogatory, harassing, offensive or inappropriate materials. Additionally, no employee may use these systems to send Company information or copyrighted documents that are not authorized for transmittal or reproduction.

IX. Confidential Information

Employees are expected to maintain the confidentiality of information that comes to them, from whatever source, during the course of performing their responsibilities for the Company, unless disclosure is required by law, regulation or legal or judicial process. This includes information about the Company and information about third parties such as current or prospective employees, customers, insureds, agents, claimants, suppliers, vendors and current or prospective business partners. Confidential information includes, but is not limited to, non-public business, financial and technical information, proprietary information, employee records, legal advice, and system information. If employees are uncertain about whether information is confidential, they should treat the information as confidential until further guidance is obtained.

Company and third-party confidential information should be used only for legitimate business purposes, and dissemination of the information (both inside and outside the Company) should be limited to those who have a need to know the information for legitimate business purposes. Any suspected or actual loss, theft or misuse of confidential information should be immediately reported to a supervisor, manager, or the General Counsel.

Employees should take precautionary measures to prevent the disclosure of confidential information. Upon termination of an individual's employment or affiliation with the Company, they will be directed to return or destroy all written or other materials in any form or medium containing confidential information. The obligation to protect confidential information continues even after the relationship with the Company ends. Similarly, employees have an obligation to protect confidential information gained from past employment or fiduciary relationships with other companies.

X. Insider Trading

Federal and state laws prohibit buying, selling, or making other transfers of securities by persons who have material nonpublic information about a company. Even if not shareholders, these laws prohibit persons with this information from disclosing it to others who may trade. “Material information” generally means information that there is a likelihood a reasonable investor would consider important in deciding whether to buy, hold or sell securities. “Nonpublic information” is information that is not generally known or available to the public. Insider trading is a crime punishable by civil penalties, criminal fines and prison. Companies may also face civil penalties for insider trading violations by their employees and other agents.

Employees may not trade in the securities of any company when they are aware of material nonpublic information about that company. This policy against “insider trading” applies to trading in Company securities, as well as to trading in the securities of other companies, such as the Company’s customers, distributors, suppliers, and companies with which the Company may be negotiating a major transaction. In addition, employees may not convey material nonpublic information about the Company or another company to others or suggest that anyone purchase or sell any company’s securities while they are aware of material nonpublic information about that company. This practice, known as “tipping,” may violate the securities laws and may result in the same civil and criminal penalties that apply to engaging in insider trading directly, even if the employee does not receive any money or derive any benefit from trades made by persons to whom the employee passed material nonpublic information.

See the Company’s Insider Trading Policy for more information.

XI. Maintaining Books and Records and Public Reporting

Employees are expected to maintain books and records in appropriate detail to reflect the Company’s transactions accurately, fairly, and completely. The Company’s policy of accurate, fair and complete recordkeeping applies to all Company records. Documentation relating to a transaction should fully and accurately describe the nature of the transaction.

As a public company, the Company files financial statements and other information with the U.S. Securities and Exchange Commission (“SEC”). Employees are responsible for the accurate and complete reporting of financial information within their respective areas of responsibility and for the timely notification to senior management of financial and non-financial information that may be material to the Company. Reports and other documents that the Company files with or submits to the SEC, and other public communications, should contain full, fair, accurate, timely and understandable disclosure.

XII. External Communications

The Company strives to maintain open, honest, and consistent communications. In order to facilitate the accuracy and appropriateness of all information publicly disclosed, only authorized individuals are permitted to speak with or respond to inquiries from the media, shareholders, the investment community (such as securities analysts and investment advisors) and government entities. If an employee is contacted by a member of the media, a shareholder or a member of the investment community, the employee should decline to comment and should immediately refer all inquiries to the Chief Financial Officer or the Chief Marketing Officer. Inquiries from a government entity should be referred immediately to the General Counsel.

The Company has adopted this policy in part to promote compliance with Regulation FD (Fair Disclosure). Regulation FD is a rule under the U.S. federal securities laws that prohibits companies from disclosing material nonpublic information to shareholders where it is reasonable to expect that they will trade on the information, and to the investment community without also disclosing the information to the public. To promote compliance with Regulation FD, the Company permits only designated spokespersons to discuss the Company with the media, shareholders, and the investment community.

XIII. Equal Employment and Working Conditions

The Company is committed to providing equal opportunity in all aspects of employment and does not tolerate any illegal discrimination, harassment, or retaliation of any kind. All employment practices and decisions, including those involving recruiting, hiring, transfers, promotions, training, compensation, benefits, discipline, and termination, must be conducted without regard to age, sex, race, color, ancestry, religion, creed, citizenship status, disability, national origin, marital status, military status, sexual orientation, gender identity or any other protected status or activity, and must comply with all applicable laws. In addition, the Company will provide reasonable accommodation for disability and religion as required by law.

In addition, the Company prohibits harassing or discriminatory conduct in the workplace, whether based upon age, sex, race, color, ancestry, religion, creed, citizenship status, disability, national origin, marital status, military status, sexual orientation, gender identity or any other protected status or activity. This includes sexual harassment, regardless of whether it is committed by supervisory or non-supervisory employees.

XIV. Human Rights

The Company is committed to respecting human rights, in accordance with accepted international conventions and practices, such as those of the United Nations 'Universal Declaration of Human Rights, ILO Core Conventions on Labor Standards, UN Global Compact, the OECD Guidelines for Multinational Enterprises and the Australian Modern Slavery Act (2018). The Company strives to ensure that all materials used in our products come from socially responsible sources and does not tolerate nor by any means profit from, contribute to, assist with or facilitate any activity that fuels conflict or violates human rights. The Company requires the parties in our supply chain to agree to similar principles (as detailed in it’s Supplier Code of Conduct). Further details on the Company’s position and practices on human rights can be found on it’s public ‘Approach to Human Rights’ and topic-specific documents available on the Company’s web-site.

XV. Anti-Corruption

No one acting on behalf of the Company may use bribes, kickbacks, or other corrupt practices in conducting the Company's business. Employees must comply with the U.S. Foreign Corrupt Practices Act ("FCPA") whether they are located in the United States or abroad.

XVI. Health and Safety

The Company strives to provide each of its employees with a safe and healthful work environment. Employees are responsible for maintaining a safe and healthy workplace by following safety and health rules and practices and by reporting accidents, injuries and unsafe equipment, practices, or conditions immediately. Violence and threatening behavior are not permitted. Employees are not permitted to use alcohol and illegal drugs while they are on duty. However, in certain circumstances, such as official Company events, use of alcohol at a Company facility may be permitted, but only with advance permission from management.

XVII. Political and Public Activities

The Company encourages employees to be active in the civic life of their communities. The Company also respects the diversity and different views and beliefs or its employees, and no employee shall be discriminated against for their views/beliefs. In parallel, all employees are also expected to uphold all other principles outlined in this code, even when conflicting with personal views/beliefs.

The Company prohibits any political involvement on the Company's behalf by any of its employees and the Company does not support any political entity. No monetary donation shall be made on the Company's behalf to any political entity.

The Company will not reimburse employees for any personal political contributions made by the employee. In addition, employees should recognize that their work time or use of Company assets is the equivalent of such a contribution.

When employees speak out on public issues, they should make sure to do so as an individual. Employees should not give the appearance that they are speaking or acting on the Company's behalf. All Company activity through trade unions and/or industry associations shall be in accordance with the Company's public policies and positions on all issues, including (but not limited to) ESG-related issues.

XVIII. Investigating and Addressing Potential Misconduct

The Company will treat each report of potential misconduct seriously. Upon receiving a report, the Company will promptly review the report and conduct a thorough investigation. When a report is received, with the exception of those submitted anonymously, the reporting individual will receive a confirmation of receipt, and another notification when the investigation is closed. It is the obligation of all employees to cooperate with an investigation, and employees are encouraged to provide all known facts and as many details as possible to assist with the investigation. No employee will be subject to discrimination, harassment, or retaliation of any kind for assisting in an investigation of a report.

The Company views the business ethics of its employees as an important matter. The desire to achieve Company or personal objectives will not excuse wrongful activity, conflicts of interest or deviation from Company policies. Violations of this Code will result in appropriate disciplinary action, up to and including termination.

XX. Waivers

Waivers of certain provisions of this Code will be granted only in exceptional circumstances. Employees who believe that a situation may warrant a waiver should contact the General Counsel. Any waivers of provisions of this Code for executive officers of this Company will be made via request to, and approved only by, the Board of Directors of the Company (or Committee thereof) and will be disclosed in accordance with applicable law.

XXI. Certification Obligations

All employees are required to certify at the time they are hired to their understanding of and agreement to comply with this Code using the form attached as Appendix A.

XXII. Sign-Off

This Code of Conduct was first reviewed and approved by the Company's Board of Directors, and by it's executive management forum in March 2015 and has been last updated, **reviewed and approved in February 2022.**

APPENDIX A

Code of Conduct Certification

I certify that: (1) I have received a copy of the Code of Conduct; (2) I have read and understood the Code of Conduct, and I agree to comply with the Code of Conduct and related Company policies; and (3) I understand that I am expected to report any existing or potential violation of the Code of Conduct, any law, regulation or Company policy.

Name:	**Maoz Sigron**		
Job Title:	CFO		
ID #:			
Department:	Finance	Location:	IL
Supervisor:			

Exhibit 31.1

I, Shuki Nir, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SolarEdge Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2026

/s/ Shuki Nir
Shuki Nir
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

I, Maoz Sigron, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SolarEdge Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2026

/s/ Maoz Sigron
Maoz Sigron
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Shuki Nir, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of SolarEdge Technologies, Inc. for the quarterly period ended June 30, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of SolarEdge Technologies, Inc.

Date: August 5, 2026

/s/ Shuki Nir
Shuki Nir
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Maoz Sigron, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of SolarEdge Technologies, Inc. for the quarterly period ended June 30, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of SolarEdge Technologies, Inc.

Date: August 5, 2026

/s/ Maoz Sigron
Maoz Sigron
Chief Financial Officer
(Principal Financial Officer)