



Powerpack Order Agreement

1. Powerpack Order

Thank you for placing an Order for a Powerpack System. By placing your Order, you have expressed interest in purchasing a Powerpack System.

2. Effective Date

Your Order becomes effective when (1) you place your Order and (2) we receive your Order Payment. The Tesla entity that holds your Order Payment may vary depending on your location.

3. Order Process

This Order does not constitute the purchase of a Powerpack System, grant you any type of delivery priority, or guarantee that Tesla will sell you a Powerpack System, at the estimated price indicated on your Order or otherwise. After your Order becomes effective, a member of the Tesla team will contact you to discuss how you intend to use your Powerpack System, as well as your requested installation location and timing. Based on this discussion, we will propose precise specifications and pricing for your Powerpack System. We will also explain the available options for delivery, and installation and commissioning of your Powerpack System. Once the details of your purchase have been finalized, you will receive a Purchase Agreement indicating the final specifications of your Powerpack System, the delivery date and location, whether Tesla will be providing installation and commissioning services, and the final purchase price, including any applicable taxes, duties, transportation charges, installation and commissioning charges, and other applicable fees. The Tesla entity that signs your Purchase Agreement may vary depending on your location. A down-payment will be required when you sign your Purchase Agreement, and your Order Payment will be applied towards this down-payment. Until you enter into a Purchase Agreement, your Order may be cancelled at any time by you or by Tesla, in which case you will receive a full refund of your Order Payment. If your Order Payment is made in a currency other than US Dollars, the amount applied towards your down-payment or refunded to you may be reduced to take into account exchange rate movements or currency conversion charges.

4. Delivery, Installation and Commissioning

You acknowledge that we may not be able to deliver your Powerpack System to your requested installation location ourselves. If this is the case, we will recommend an appropriately qualified third party installer. In any event, you will be responsible for paying all costs associated with the delivery of your Powerpack System. You also acknowledge that your Powerpack System requires installation and commissioning by a professional electrical engineer, and that civil works may be required for safe installation. Depending on your proposed installation location, we may not be able to provide these services, in which case we will recommend appropriately qualified third parties who can do so. In any event, you will be responsible for paying all costs associated with the installation and commissioning of your Powerpack System.

5. Acknowledgements; Non-Transferable

You understand that we will not hold your Order Payment in a separate account or in an escrow or trust fund, or pay any interest on your Order Payment. Your Order is not transferable or assignable to another party without the prior written approval of Tesla.

6. Your Details

From time to time we will ask you to provide information so that we can perform our obligations under this Powerpack Order Agreement. We will maintain your personal information in accordance with our Privacy Policy, which is available at <https://www.tesla.com/about/legal>.