



Energy Products Order Agreement

1. Energy Products Order

Thank you for placing an Energy Products Order. Your Order will become effective when we receive your Order Payment and covers the Energy Products listed on your confirmation email.

2. Site Audit

Prior to installation, we will request certain information about your proposed installation location, and may ask to arrange a site visit. If we damage anything at your home during the site visit, we will fix it.

3. Purchase Agreement

You will receive a purchase and installation agreement indicating the final specifications of your Energy Products and the final purchase price, including installation cost. Depending on your installation location, the entity that signs your purchase and installation agreement may be Tesla, one of our affiliates, or one of our approved third party installers.

4. Your Order Payment; Cancellation

The Tesla entity that holds your Order Payment may vary depending on your location. 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. Until you enter into a purchase and installation 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 you enter into a purchase and installation agreement, your Order Payment will be applied towards the final purchase price of your Energy Products.

5. Non-Transferable

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 Energy Products Order Agreement. We will maintain your personal information in accordance with our Customer Privacy Policy, which is available at <https://www.tesla.com/about/legal>.

7. Status of your Order

While this Order secures approximate delivery priority within your region, it does not constitute a purchase or guarantee that Tesla will sell you the Energy Products. The timing for delivery and installation of your Energy Products will depend on your queue position and when the Energy Products are ready for your region.

8. Limitation of Liability.

We are only liable to you for direct damages arising out of this Energy Products Order Agreement (including for any site audit) and that liability is limited to the Order Payment.



9. Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to energyresolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.