

EN4823659



## TESLA ENERGY PRODUCTS RETAIL INSTALLMENT CONTRACT

Your Name:	Justin Chiu	Your Address:	19589 Highland Terrace Dr, Walnut, CA 91789
Creditor:	Tesla, Inc.	Creditor Address:	3500 Deer Creek, Palo Alto, CA 94304

**Agreement to Purchase:** You agree to purchase the Tesla Energy Products ("Products") as described in your Tesla Energy Products Purchase & Home Improvement Agreement from Tesla, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Retail Installment Contract (the "Agreement"). Nothing in this Agreement shall affect any of the terms or obligations set forth in your separate Tesla Energy Products Purchase & Home Improvement Agreement. This Agreement shall supersede all prior existing retail installment contracts between you and Tesla for the purchase of the Products. By electing to pay for the Products in installments, you will pay a higher price than if you paid in a single lump sum.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of <u>\$4,418.24</u>
<u>3.65%</u>	<u>\$6,131.39</u>	<u>\$31,432.21</u>	<u>\$37,563.60</u>	<u>\$41,981.84</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
120	\$313.03	Your first payment will be due 35 calendar days after your Products receive permission to operate from your utility. Every payment thereafter will be due on the monthly anniversary of your first payment.

Itemization of the Amount Financed		
1.	Cash price	\$34,260.00
2.	Sales tax	\$1,590.45
	a. Subtotal of items above	\$35,850.45
3.	Insurance premiums not included in finance charge	N/A
	a. Subtotal of items above	\$35,850.45
4.	Downpayment (excluding administrative finance charges)	
	a. Deferred downpayment	\$3,520.24
	b. Manufacturer's rebate	\$648.00
	c. Remaining amount paid by buyer	\$250.00
	d. Total downpayment	\$4,418.24
5.	Prepaid finance charge	N/A
6.	Amount financed	\$31,432.21

### Finance Charge and Payments.

1. **How we will calculate Finance Charge.** We will calculate the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor may receive part of the Finance Charge.

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**2. How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this Agreement in any order we choose.

**3. How late payments or early payment change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this Agreement on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

**4. You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

**Demand feature.** You agree that if you sell or otherwise transfer ownership of the home on which we installed the Products, you will pay the full unpaid balance under the Agreement.

**Penalties for late payment.** You will be charged 5% of any amount we do not receive by 10 days after the due date.

**Penalties for prepayment.** If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of a part of the finance charge.

**Changes.** Any change to this Agreement must be in writing and both you and we must sign it. No oral changes are binding.

**Limitation of Liability.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. To the extent permitted by law, our aggregate liability to you under this Agreement is limited to the Total Sales Price. You agree that any claims related to the Products shall be governed entirely by the terms of your related Tesla Energy Products Purchase & Home Improvement Agreement.

**Default; Breach of Agreement.** You will be in default of this Agreement if you do not pay any payment on time, you give false, incomplete, or misleading information on a credit application, you start a proceeding in bankruptcy or one is started against you or your property, the Products are lost, damaged or destroyed, or your break any agreements in this contract. You understand and agree that you will pay us all you owe under this Agreement even if the Products are damaged, destroyed, or missing or if they experience production issues. If you default on or breach any provision of this Agreement, we reserve the right to immediately demand that you pay the remaining unpaid balance and any other charges, fees, or costs owed to us and/or to remove the Products from your home at your cost.

You understand and agree that Tesla may submit to credit reporting agencies (credit bureaus) credit reports that would be reflected on your credit record, including if you do not pay any amounts due under this Agreement as required.

**Security Interest.** You agree that the Products are not a fixture, but that we have the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the Products. We may charge you a fee of up to \$250 if you need this filing to be temporarily terminated for any reason. You will not allow any other security interest to be placed on the Products without our written permission.

**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 [resolutions@tesla.com](mailto:resolutions@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](http://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 (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and 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.

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**Governing Law; Integration.** This Agreement is governed by the laws of the State where your Products are installed. Terms relating to the purchase not explicitly contained herein are not binding. The information at any links described above is part of this Agreement.

**Assignment.** We may assign our interest in this Agreement at our discretion and without your notice or consent. In the event of an assignment, there will be no effect on the related Tesla Energy Products Purchase & Home Improvement Agreement.

Tesla assigns its interest in this contract without recourse to Tesla Finance, LLC (Assignee) under the terms of Tesla's agreement(s) with Assignee.

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Original

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**Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.**

### **NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley)**

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

### **AVISO PARA EL FIADOR (Spanish Translation Required By Law)**

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

The pricing in this Agreement is valid for 30 days after 03/22/2022. If you do not sign this Agreement and return it to us on or prior to this date, Tesla reserves the right to reject this Agreement unless you agree to our then current pricing. You further understand and agree that if your purchase price detailed in your related Tesla Energy Products Purchase & Home Improvement Agreement changes, then your Amount Financed, Total of Payments, and Total Sale Price listed herein are subject to change accordingly and you will be issued an updated Retail Installment Contract.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

Your Signature: Justin Chiu Date: 03/23/2022  
Name: Justin Chiu

Creditor Signature: Yaron Klein Date: 03/22/2022  
Tesla, Inc.  
Name: Yaron Klein  
Title: VP, Financial Services & Treasurer