



## Energy Purchase Terms

Thanks for your purchase! Now that we have completed your order for your Solar System, including any Tesla Powerwall(s) you also ordered (all of which we call your “System” below), the next step is to prepare for and schedule installation of your System. In the meantime, below are some basic terms we need you to agree to in order to make sure we are on the same page (and along with this document are some required disclosures for you to review as well). We look forward to working with you and are excited that you are joining our effort to transition the world to sustainable energy!

1. **Your Purchase Price.** You have agreed to purchase your System at the price described in your Price Sheet. Your Price Sheet, which is considered part of these purchase terms, includes taxes. You have 7 days after you receive the Price Sheet and these purchase terms to reject them. If you don't reject them, or if you move forward with scheduling your installation, that means you are agreeing to the Price Sheet and these purchase terms.
2. **Updates to Price Sheet.** Even though we have completed the initial design of your System, we might need to make changes to that design, which also means we might need to update the pricing or System size based on a variety of factors, such as installation complexity or product availability. If that happens, we will update the Price Sheet. You have 7 days after you receive the updated Price Sheet to reject it. If you don't reject it, or if you move forward with scheduling your installation, that means you are agreeing to the updated Price Sheet and authorize us to develop and submit permit packets and otherwise prepare for your upcoming installation. The updated Price Sheet replaces any prior Price Sheet and is considered part of these purchase terms that you are agreeing to (unless you rejected the update). Tesla can also decide to increase the size of your Solar Roof at no additional cost to you.
3. **Cancellation.** At any point prior to the time when we deliver materials to your home in preparation for your installation, either of us can cancel your order for any reason provided that we let the other know in writing (so there is no misunderstanding). If we are responsible for canceling your order, we will return any deposits and upfront fees you have paid. If you cancel or cause us to cancel your order, your deposit and upfront fees are non-refundable.
4. **Permission to Operate.** Payment of your purchase price in full for your System includes Tesla ensuring that your System obtains “Permission to Operate” (or “PTO”) from your utility, provided that PTO is required for your System. There can sometimes be delays in obtaining PTO. Tesla will work with you and your utility to try to minimize such delays.
5. **Home Owner's Association.** If your home is governed by a home owner's association or similar community organization, you are responsible for getting any required approvals and authorizations for your System.
6. **Installation.** We will contact you to schedule installation of your System. During installation, we might choose to make minor repairs commonly needed to install the System at no additional cost to you (like simple electric upgrades and roof preparation). We promise to repair or pay for damage we directly cause to your home or your property during installation of your System. If we fail to do that, please let us know, and we will make the repair (or have someone repair it) at our cost (and that will be your only remedy). But you need to let us know in writing and within a certain amount of time following the damage: within 10 years for Solar System installations, 4 years for Powerwall installations and 1 year for anything else.
7. **Equipment Limited Warranties.** Your solar panels and inverter come with a warranty from their manufacturers. The solar panel warranty will be at least 25 years and will guarantee at least 80% of nameplate capacity for at least 25 years. Your inverter warranty will cover defects for at least 10 years. You agree we can make warranty claims for you for your solar panels or inverter. If your order includes Powerwall(s), your Powerwall(s) are covered by the [Tesla Powerwall Limited Warranty](#). These warranties are considered part of these purchase terms.
8. **Remote Monitoring and Firmware Upgrades.** You agree that Tesla can access your System remotely to monitor its performance, perform diagnostics and upgrade firmware.
9. **Grid Services.** We might contact you about ways in which your System can support the reliability of the electrical grid and you agree we can contact you for that reason.
10. **Tesla Intellectual Property.** Tesla owns all patents, trademarks, copyrights, trade secrets and any other intellectual property rights associated with your System. Tesla gives you a limited, non-exclusive, license to use any software

embedded in your System solely in connection with the use and operation of your System.

11. **Limitation of Liability.** If there is a dispute, the maximum amount that either of us will have to pay the other is the price in the Price Sheet (as updated, if applicable) for anything arising out of these purchase terms. Also, neither of us will have to pay the other for any indirect damages (what lawyers call “special or consequential damages”).
12. **Governing Law.** These purchase terms are governed by the laws of the State where your System is installed.
13. **Notices.** You can find applicable lien notices, certain warnings required by law, and details of our insurance attached to these purchase terms.
14. **Agreement to Arbitrate.** *Please read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.*

If you have a dispute with Tesla, Inc. or its affiliates (which we call “Tesla”) arising out of or relating to any aspect of this Agreement or your purchase of the System, please send us an email to [resolutions@tesla.com](mailto:resolutions@tesla.com), describing your dispute and how you would like it resolved. If it is not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your System (such as claims related to statements Tesla made about our products). We will pay all AAA fees for any arbitration, which will be held in the city or county of your legal residence. To learn more about the Rules and how to begin an arbitration, you can call any AAA office or go to [www.adr.org](http://www.adr.org). The arbitrator can only resolve disputes between you and Tesla, and cannot consolidate claims from others without consent from you, Tesla, and the others. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call “injunctive” or “declaratory” relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can take your individual dispute to a small claims court instead. If you don’t want to agree to arbitration, you can “opt out” of arbitration by sending us a letter within 30 days after placing your initial order for your System. Please send the letter to Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered, and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

**Energy Purchase Price Sheet  
(Home Improvement)**

**Your information and installation location**

Paul Zwicker  
10027 Wickersham Ln  
Houston, TX 77042-3105  
7134163865

**Tesla Notice Information**

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304  
888-765-2489  
TECL 33769

**Installer**

Tesla Energy Operations, Inc. of 901 Page Avenue, Fremont, CA 94538  
TX TECL33536

**System and Purchase Price**

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

<b>Solar System</b>		<b>\$21,120.00</b>
9.6000 kW DC Solar Panels	\$4,857.60	
Installation, Permitting, and Other Fees	\$12,460.80	
Inverter(s) & Balance of System	\$2,534.40	
Mounting Hardware	\$1,267.20	
<b>Powerwall</b>		<b>\$17,000.00</b>
2 x Powerwalls	\$16,000.00	
<i>(Includes integrated or separate System communication device)</i>		
Powerwall Installation	\$3,000.00	
Powerwall + Solar Discount	(\$2,000.00)	
<b>Taxes</b>		<b>\$1,869.38</b>
<b>Contract Price</b>		<b>\$39,989.38</b>
Credit for Order Payment	(\$250.00)	
<b>Amount Due</b>		<b>\$39,739.38</b>

**Schedule of Payments**

**Paid at Order** **\$250.00**

**Loan Amount** **\$39,739.38**

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

**IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.**

**If you are financing your System through Tesla, or one of our financing partners, or affiliates,**

the timing and amount of your payments (and any applicable interest accrued) will be subject to the terms and conditions of your agreement with your financier. If your financier fails to make payment on your behalf, or your financing is terminated by you or your financier, you will remain obligated to make payment under the terms of this Agreement.

**Approximate Installation Start Date**

7-90 days from contract signing

**Approximate Completion Date**

7-90 days from the day installation begins

**Signed by**

Your signature

Paul Zwicker

Name: Paul Zwicker

Date: 10/18/2022 9:06:07 PM +00:00

Tesla, Inc.



Name: Tyler Moragne

Title: Director, Residential Energy Operations

**You are entitled to a completely filled in copy of this Agreement, signed by both you and Tesla, before any work may be started**

**Exhibit 1  
Cancellation Rights**

(TESLA, INC. COPY)

**NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE  
Notice of Cancellation**

Date of Transaction: 10/18/2022 9:06:07 PM +00:00

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to Tesla, Inc., Document Receiving, 6569 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NO LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY) from the date you signed the Agreement.

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

**Customer's Signature:**

\_\_\_\_\_

**Customer's Signature:**

\_\_\_\_\_

**(CUSTOMER COPY)**  
**NOTICE OF CANCELLATION**  
**STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

**Date of Transaction: 10/18/2022 9:06:07 PM +00:00**

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I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

**Customer's Signature:**

\_\_\_\_\_

**Customer's Signature:**

\_\_\_\_\_

## Exhibit 2

### NOTICES

**Bonds.** The owner or tenant has the right to require the contractor to have a performance and payment bond.

**Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

**Insurance** Tesla carries the following insurance applicable to the work being performed under this Agreement:

- **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

## **Additional Notices**

### **Texas**

#### **DISCLOSURE STATEMENT REQUIRED FOR RESIDENTIAL CONSTRUCTION CONTRACT: CUSTOMER'S INITIALS ACKNOWLEDGING RECEIPT P Z**

KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to construct improvements to a residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

- (1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without



withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as "statutory retainage." If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

**SOME CLAIMS MAY NOT BE VALID.** When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim.

Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

**OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT.** When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

**OBTAIN TITLE INSURANCE PROTECTION.** You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a "completion of improvements" policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.

**WAIVER OF THE LIST OF SUBCONTRACTORS AND SUPPLIERS: AN OWNER IS NOT REQUIRED TO WAIVE THE RIGHT GRANTED BY SECTION 53.256, PROPERTY CODE, TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS. BY SIGNING THIS DOCUMENT, I AGREE TO WAIVE MY RIGHT TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS. I UNDERSTAND AND ACKNOWLEDGE THAT, AFTER SIGNING THIS DOCUMENT, THIS WAIVER MAY NOT BE CANCELED AT A LATER DATE. I HAVE VOLUNTARILY CONSENTED TO THIS WAIVER.**

#### **TEXAS LIENS NOTICE:**

If a subcontractor or supplier who furnishes materials or performs labor for construction of improvements on your property is not paid, your property may be subject to a lien for the unpaid amount if:

- (1) after receiving notice of the unpaid claim from the claimant, you fail to withhold payment to your contractor that is sufficient to cover the unpaid claim until the dispute is resolved; or
- (2) during construction and for 30 days after completion of construction, you fail to retain 10 percent of the contract price or 10 percent of the value of the work performed by your contractor.

If you have complied with the law regarding the 10 percent retainage and you have withheld payment to the contractor sufficient to cover any written notice of claim and have paid that amount, if any, to the claimant, any lien claim filed on your property by a subcontractor or supplier, other than a person who contracted directly with you, will not be a valid lien

on your property. In addition, except for the required 10 percent retainage, you are not liable to a subcontractor or supplier for any amount paid to your contractor before you received written notice of the claim.

Tesla, Inc.

A handwritten signature in black ink, appearing to read 'Tyler Moragne', is written over a horizontal line.

Name: Tyler Moragne

Title: Director, Residential Energy Operations

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## Certificate of Completion

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## Signer Events

Paul Zwicker

Signed: 10/18/2022 9:06:07 PM +00:00

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