



Energy Purchase Terms

Thanks for your purchase! Now that we have completed your order for your solar panel system (the “System”), including any Tesla Solar Inverters, Powerwall(s) and Wall Connector(s) you also ordered (“Tesla Products”), the next step is to prepare for and schedule installation. 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 and the Tesla Product(s) at the price(s) 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 System 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 Wall Connector installations and anything else.
7. **Equipment Limited Warranties.** Your solar panels come with a warranty from their manufacturer. The solar panel warranty will be at least 25 years and will guarantee at least 80% of nameplate capacity for at least 25 years. You agree we can make warranty claims for you for your solar panels and any non-Tesla products. If your order includes Tesla Solar Inverter(s), Powerwall(s), or Wall Connector(s), these Tesla Products are each covered by the [Tesla Solar Inverter Limited Warranty](#), [Tesla Powerwall Limited Warranty](#) and [Tesla Wall Connector Warranty](#), respectively. These warranties are considered part of these purchase terms.
8. **Remote Monitoring and Firmware Upgrades.** You agree that Tesla can access your System and your Tesla Products 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 Tesla Products. Tesla gives you a limited, non-exclusive, license to use any software embedded in your Tesla Products solely in connection with the use and operation of your Tesla Products.

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 or your Tesla Products, please send us an email to 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 or your Tesla Products (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. 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 or your Tesla Products. 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.

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

Your information and installation location

Josh Falcone
4 Durham Ct
Voorhees Township, NJ 08043
6103085786

Tesla Notice Information

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

Installer

Tesla Energy Operations, Inc. of 901 Page Avenue, Fremont, CA 94538
NJ 34EB01856400

System and Purchase Price

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

Solar System	\$28,831.20
9.8400 kW DC Solar Panels	\$5,635.07
Installation, Permitting, and Other Fees	\$20,781.20
Balance of System	\$2,116.88
Mounting Hardware	\$1,282.05
9.8400 kW Discount	(\$984.00)
Powerwall	\$11,700.00
1 x Powerwall 3	\$8,200.00
Powerwall Installation	\$7,300.00
1 x Gateway	\$900.00
Accessories	\$200.00
Powerwall + Solar Discount	(\$4,900.00)
Taxes	\$0.00
Contract Price	\$40,531.20
Solar Renewable Energy Credit	(\$6,494.40)
Credit for Order Payment	(\$100.00)
Amount Due	\$33,936.80

Schedule of Payments

Paid at Order	\$100.00
Due Within Ten (10) Days of Final System Approval	\$1,000.00
Due Within Ten (10) Days of Inspection	\$32,936.80

** Tesla reserves the right to invoice you at any time for all work completed in the event that you cease to reasonably cooperate in progressing this job, such as by failing to provide Tesla with the necessary site access or assistance with completing permits or obtaining Permission to Operate from your utility.*

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.

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

Josh Falcone

Name: Josh Falcone

Date: 7/30/2025 3:16:59 PM +00:00

Tesla, Inc.



Name: Colby Hastings

Title: Sr. Director, Residential Energy

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: 7/30/2025 3:16:59 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, 2445 St Rose Parkway, Suite #100 Henderson, NV 89074 **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: 7/30/2025 3:16:59 PM +00:00

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I, _____, hereby cancel this transaction on _____ [Date].

Customer's Signature:

Customer's Signature:

Exhibit 1
New Jersey
Cancellation Rights

(TESLA, INC. COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY MAILING OR DELIVERING A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO TESLA, INC., DOCUMENT RECEIVING, 2445 ST ROSE PARKWAY, SUITE #100 HENDERSON, NV 89074 NO LATER THAN MIDNIGHT OF THE DATE THAT IS THREE BUSINESS DAYS FROM THE DATE YOU SIGNED THE AGREEMENT. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

I HEREBY RESCIND:

Customer's Signature:

Josh Falcone

Customer's Signature:

4 Durham Court
Voorhees Township, NJ 08043

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

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY MAILING OR DELIVERING A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO TESLA, INC., DOCUMENT RECEIVING, 2445 ST ROSE PARKWAY, SUITE #100 HENDERSON, NV 89074 NO LATER THAN MIDNIGHT OF THE DATE THAT IS THREE BUSINESS DAYS FROM THE DATE YOU SIGNED THE AGREEMENT. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

I HEREBY RESCIND:

Customer's Signature:

Josh Falcone

Customer's Signature:

**4 Durham Court
Voorhees Township, NJ 08043**

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

New Jersey

The New Jersey Division of Consumer Affairs' toll-free telephone number: 1-800-242-5846.

Certificate of Liability Insurance:

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/31/2024			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398 CN10260432-GA/V-2.5M-24-25			CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: American Zurich Insurance Company NAIC # 40142 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____				
INSURED Tesla, Inc. 1 Tesla Road Austin, TX 78725			HOA				
COVERAGES CERTIFICATE NUMBER: SEA-003972664-07 REVISION NUMBER: 0							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LYR	TYPE OF INSURANCE	ADOL INSR	SUBR WOV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,000,000 <input checked="" type="checkbox"/> Tort Contrac Liab, No XCU Excl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Premises & Operations only			GLO 1074588-07 **Includes Host Liquor Liability**	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ N/A
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> **See Acord 101 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1074586-07	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 1074583-07 (AOS) WC 1074584-07 (MA, WI) CA/XSWC 1074585-07 (\$50M is XS *\$10M SIR, \$1M EE/EA is XS \$10M SIR*	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) HOA Evidence of Insurance							
CERTIFICATE HOLDER				CANCELLATION			
Tesla Inc. and all its subsidiaries 1 Tesla Road Austin, TX 78725				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh Risk & Insurance Services</i></div>			

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN102460432

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Tesla, Inc. 1 Tesla Road Austin, TX, 78725
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**Limits shown above may not apply to test drive or service loan/rental vehicles. Where permitted by law, coverage on such vehicles is limited to state minimum financial responsibility limits.

LIST OF SUBCONTRACTORS AND SUPPLIERS:

Name of Subcontractor/Supplier	Address	Telephone No.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

NOTICE: THIS LIST OF SUBCONTRACTORS AND SUPPLIERS MAY NOT BE A FINAL LISTING. THE CONTRACTOR IS REQUIRED BY LAW TO SUPPLY UPDATED INFORMATION, AS THE INFORMATION BECOMES AVAILABLE, FOR EACH SUBCONTRACTOR OR SUPPLIER USED IN THE WORK PERFORMED ON YOUR RESIDENCE

Schedule B Renewable Energy Credit Agreement

1. **Introduction.** This Renewable Energy Credit Agreement (this “REC Agreement”) is between Tesla (“Tesla” or “we”) and you (“Customer”) for your sale of the Environmental Attributes associated with the electricity generated by your photovoltaic system (“Solar System”), which you are purchasing under your Tesla Energy Products Purchase & Home Improvement Agreement (the “Solar Agreement”), to Tesla. “Environmental Attributes” are commonly referred to as renewable energy credits (“RECs”) and include all solar renewable energy credits, carbon offset credits, green tags, and other similar credits and benefits, however named, generated by or associated with the Solar System. Environmental Attributes do not include electricity or tax credits.

2. **Payment.** Tesla will provide you credit toward the purchase of your Solar System based on the value that we place on your Environmental Attributes (“REC Credit”). Your REC Credit is listed in the Price Sheet. The REC Credit is payment for 100% of the Environmental Attributes generated by the Solar System for the life of the Solar System following the first date that your system produces energy (the “Term”). This REC Agreement will survive the Solar Agreement and you will not be entitled to any payment related to your sale of the Environmental Attributes other than or in addition to the REC Credit.

3. **Your Obligations.** You agree to cooperate with Tesla to allow Tesla (and any party to which Tesla may sell or transfer the Environmental Attributes) to claim the Environmental Attributes, including, but not limited to taking the following actions:

- a. To the extent allowable by law, enter into net metering agreements and interconnection agreements for the Solar System;
- b. Promptly, but in no case more than 7 days after Tesla’s request, sign and/or file documentation in connection with the registration and/or transfer of the Environmental Attributes to Tesla and to any party to which Tesla may subsequently sell or transfer the Environmental Attributes;
- c. Maintain and make available, at your cost, a functioning indoor internet connection with the understanding that an intermittent internet connection (which includes but is not limited to temporary wireless hotspots) will not satisfy this obligation;
- d. Allow Tesla to monitor and report the Solar System’s production;
- e. Upon reasonable prior written notice, provide Tesla and/or its designees, with access to the Solar System for inspections and maintenance as Tesla deems necessary;
- f. Maintain the Solar System in good working condition; and
- g. Maintain the Solar System’s interconnection to the local electric utility.

Additionally, you understand that by selling the Environmental Attributes to Tesla, you will have no right to sell the Environmental Attributes, or any component thereof, to any other party.

4. **Tesla’s Remedies.** If you fail to comply with the obligations set forth in Section 3 within 30 days after Tesla’s written notice to you, and that failure results in any disruption in the production of Environmental Attributes or Tesla’s ability to claim, transfer, or otherwise make use of the Environmental Attributes, Tesla will have the right to invoice and collect from you an amount equal to Tesla’s direct, actual damages resulting from such disruption. In no case, however, will you be liable to Tesla under this REC Agreement for amounts in excess of the REC Credit.

5. **Environmental Claims.** Tesla may sell the Environmental Attributes to a third party. You recognize that you will not own the Environmental Attributes to sell, use or claim, and a third party may have the right to claim clean, green or renewable energy based on its purchase of Environmental Attributes from your Solar System.

I have read this REC Agreement in its entirety and I acknowledge that I have received a complete copy of this REC Agreement

Josh Falcone

Customer Signature

Tesla, Inc.



Name: Colby Hastings

Title: Sr. Director, Residential Energy

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Certificate of Completion

EnvelopeID: a0662c33-7743-4fbc-94c0-1468337d5ab1

Subject: Solar Purchase Agreement

Document Generated: 7/28/2025 11:54:11 PM +00:00

Signer Events

Josh Falcone

jfalcone3@gmail.com

Signed: 7/30/2025 3:16:59 PM +00:00

Using IP Address: 2600:4040:a1c5:9f00:3931:5790:9c17:ace2