



## **Supercharging Exchange Agreement**

Program Offer: Receive free Supercharging on any new Tesla Model Y, Model S, or Model X delivered between October 19, 2023 and December 31, 2023 when you forfeit the free, unlimited Supercharging on your current Tesla vehicle, subject to this Supercharging Exchange Agreement (the "Agreement"). Tesla does not guarantee delivery within the program's end date. If the new vehicle is not delivered by December 31, 2023 for whatever reason, you will not receive free Supercharging on the new vehicle and free, unlimited Supercharging will remain (or be re-activated, if applicable) on your current vehicle.

### **Terms and Conditions:**

In order to be eligible for this program, you must:

1. Be the legal and registered owner of a Tesla vehicle that currently has free, unlimited Supercharging at the time of delivery of your new Tesla vehicle. The vehicle cannot be the subject of a pending cancellation or buyback request or have any delinquent liens or balances. Those on an Operational Lease with third-party Lease and Fleet Management companies are ineligible, unless they first purchase the vehicle from the leasing company.

2. Take delivery of your new titled Tesla vehicle between October 19, 2023 and December 31, 2023.
3. Accept the forfeiture of the free, unlimited Supercharging on your current Tesla vehicle or trade it into Tesla when you purchase your new Tesla vehicle. Tesla will remove the free, unlimited Supercharging from your current Tesla vehicle up to one week before delivery of the new vehicle. The free Supercharging will be added to your new vehicle up to one week after delivery of said vehicle.
4. You understand that you will be without free Supercharging during the period between removing supercharging on your current vehicle and adding it to your new vehicle. Tesla will reimburse you for any Supercharging sessions completed on either vehicle during this period, with the exception of any Supercharging-related fees, including idle fees.

In addition, you understand that the following conditions apply:

5. The received free Supercharging will be active only while you remain the owner of the new vehicle. If you sell or otherwise transfer ownership of the new vehicle, the free Supercharging will be removed from the vehicle and the vehicle will be defaulted to pay per use Supercharging.
6. You are responsible for any Supercharging-related fees outside of the cost to charge, including idle fees. In accordance with Tesla policy, unpaid idle fees will result in the loss of Supercharger access until the outstanding balance is paid.
7. The forfeiture of free, unlimited Supercharging on your current vehicle cannot be reversed after you accept this Agreement, even in the event that the new vehicle is deemed a total loss or you cancel or reverse the purchase of your new vehicle after delivery, unless you are a consumer and withdraw from your purchase on the basis of a statutory withdrawal right.
8. The free Supercharging can only be exchanged this one time. This offer cannot be combined with any other promotion or vehicle price reduction, is not redeemable for cash, and cannot be assigned to another person or vehicle.

9. This offer cannot be combined with any other benefits, including – without limitation – referrals, price adjustments, reduced interest rates, Supercharging credits, etc. By accepting this offer, you acknowledge that these other benefits are waived in respect to the purchase of your new vehicle. If the new vehicle is nonetheless delivered with other benefits, Tesla shall have the right to reverse the exchange of free Supercharging.
10. Used vehicles and vehicles used for commercial purposes are not eligible for this program. Those on an Operational Lease with third-party Lease and Fleet Management companies are also ineligible.
11. Tesla may remove the free Supercharging from your new vehicle if it determines in good faith that you have breached any of these terms or made any misrepresentations about free, unlimited Supercharging on your current vehicle.
12. This offer automatically expires upon the delivery of the new vehicle and cannot be applied retroactively after the new Tesla vehicle is delivered.
13. Tesla reserves the right to change, modify, or terminate this offer at any time without prior notice.
14. Any dispute regarding this Agreement will be resolved through arbitration as stated in your Motor Vehicle Order Agreement for your new vehicle.
15. You agree to abide by Tesla's Supercharger Fair Use Policy, which can be viewed at [tesla.com/legal/terms#supercharger-fair-use-policy](https://tesla.com/legal/terms#supercharger-fair-use-policy).
16. Tesla is exchanging free Supercharging to your new vehicle based on your request. If you fail to sign the Supercharging Exchange Agreement, but Tesla has already exchanged the free Supercharging to your new vehicle, Tesla will assume that you agree to these terms and conditions upon your first Supercharging session.
17. If you sell your current vehicle to a third party you must inform the buyer of your current vehicle that your current vehicle is equipped without free, unlimited Supercharging.

By accepting this binding acceptance letter, you acknowledge that you understand and agree to the terms and conditions outlined above.

Vehicle Identification Number (VIN) of the Tesla vehicle forfeiting free, unlimited Supercharging:

VIN of the new Tesla vehicle of which you are taking delivery and will receive the transferred free Supercharging (if known):

Customer Name (Print):

Customer Signature:

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Date:

Referencenumber: