

**EFFICIENCY MAINE
ELECTRIC VEHICLE ACCELERATOR PROGRAM**

**EV PURCHASER TERMS AND CONDITIONS
(DIRECT PURCHASE PATHWAY)**

These Terms and Conditions and the terms of the Efficiency Maine Electric Vehicle Accelerator Program Manual, which are expressly incorporated herein, form part of the agreement between Efficiency Maine and the EV purchaser or lessee identified in the attached EV Rebate Application (the "EV Purchaser"). EV Purchaser understands that acceptance of these Terms and Conditions is a condition to Program participation and the receipt of any Program benefits. Capitalized terms used herein shall have the same meanings as ascribed to such terms in the Program Manual.

In consideration of participation in the Program and the receipt of any Program benefits, EV Purchaser certifies and agrees as follows:

1. EV Purchaser certifies it is either (i) an individual Maine resident, (ii) a business entity or nonprofit entity in good standing, authorized to do business in the State of Maine, and with an office in the State of Maine, (iii) a Maine Governmental Entity, including the State and any office, department, agency, authority, commission, board, or other instrumentality of the State, and any political subdivision of the State, including any city, town, plantation, county, quasi-municipal corporation, special purpose district, utility district, school district, transit district, airport authority, regional transportation corporation, fire service, and emergency medical service; or (iv) a Tribal Government located in the State of Maine.
2. EV Purchaser certifies that the EV identified in the EV Rebate Application is a new Eligible EV purchased or leased by EV Purchaser directly from an original equipment manufacturer (OEM) that does not have a licensed franchised new automobile dealer in Maine and that the EV will be titled, registered, located, and used in the State of Maine.
3. EV Purchaser agrees to provide all such information and to complete and submit all such forms and documentation as may be required by Efficiency Maine for Program participation. EV Purchaser acknowledges that a Program rebate is payable only after compliance with all required submission and eligibility requirements as determined by Efficiency Maine. If applicable, EV Purchaser shall provide such evidence of eligibility as a Qualified Low-Income Maine Resident, Maine Governmental Entity, or Tribal Government as Efficiency Maine may require to validate eligibility for any applicable enhanced rebate amount and EV Purchaser authorizes Efficiency Maine to confirm eligibility through such analysis or review of records as Efficiency Maine deems necessary. The person or entity identified as a Qualified Low-Income Maine Resident, Maine Governmental Entity, or Tribal Government must be the same person or entity that purchases or leases and registers the Eligible EV.
4. EV Purchaser certifies that it will retain ownership of the EV, whether through purchase or lease, for a minimum of thirty-six (36) months from the date of purchase or lease. EV Purchaser acknowledges that if the EV is leased, the original lease term must be for a period of at least thirty-six (36) months.
5. EV purchaser agrees to register the vehicle in the State of Maine promptly after finalizing the EV purchase or lease transaction and to maintain registration of the EV in the State of Maine for a minimum of thirty-six (36) months from the date of purchase or lease.
6. EV Purchaser acknowledges that if an EV for which a Program rebate was received is sold, traded, or otherwise transferred by EV Purchaser prior to the expiration of the required thirty-six (36) month ownership period, if a representation by EV Purchaser in connection with participation in the Program is untrue, or if EV Purchaser otherwise fails to comply with the terms and conditions of the Program, EV Purchaser may be required to repay to Efficiency Maine up to the full amount of the rebate, plus attorney fees and costs of collection. This requirement will be waived only if the EV Purchaser purchases or leases another eligible EV in place of the original EV within the 36-month period having the same or higher all-electric range as the original EV for which a rebate was provided. Such replacement purchase or lease shall not be eligible for an additional Program rebate. EV Purchaser shall advise Efficiency Maine promptly of any sale, transfer, or lease termination prior to expiration of the 36-month period.

7. EV Purchaser agrees not to make or allow to be made any modifications to the EV's emission control system, hardware, software calibrations, hybrid system or electric drive system, except as may be required or recommend by the manufacturer for vehicle maintenance.
8. EV Purchaser agrees to provide all such information and to complete and submit all such forms and documentation as may be required by Efficiency Maine for Program participation. EV Purchaser agrees to participate in Efficiency Maine surveys and utilization reviews to assist Efficiency Maine in gathering and analyzing information to evaluate the effects and the effectiveness of the Program. EV Purchaser agrees to allow Efficiency Maine or its authorized agents to verify vehicle identification number (VIN), title, and registration information, verify vehicle location, ownership, and usage information, and to conduct such other Program compliance audits as Efficiency Maine may require. EV Purchaser authorizes Efficiency Maine to review Purchaser's electric utility data and agrees to participate in such compliance reviews and audits as may be required by Efficiency Maine.
9. EV Purchaser acknowledges that its participation in the Program and receipt of Program benefits may be a matter of public record and subject to public disclosure as required or permitted by law.
10. EV Purchaser agrees that any emission reductions generated by the purchased or leased EV will not be used by EV Purchaser as marketable emission reductions credits, to offset any emission reduction obligation of any person or entity, or to generate a compliance extension or other credit for determining regulatory compliance.
11. EV Purchaser acknowledges that neither Efficiency Maine nor any of its agents is responsible for assuring that the particular vehicle selected by EV Purchaser is appropriate for the EV Purchaser or its intended use, or that it complies with any particular laws, codes, or industry standards. EV Purchaser is solely responsible for the selection of the EV. Inclusion of an EV on Efficiency Maine's list of Eligible EVs does not constitute an endorsement or warranty. Efficiency Maine disclaims all representations and warranties as to any EV and makes no representations of any kind regarding the results to be achieved by the Program. EV Purchaser hereby releases Efficiency Maine from any claims arising from or relating to participation in the Program or use of the EV.
12. Though the Program is styled as a rebate program, it is intended as an incentive for the purchase or lease of an eligible electric vehicle over an internal combustion engine powered vehicle, or for the purchase or lease of an electric vehicle with the greatest electric range. EV Purchaser acknowledges that purchase or lease of an EV does not automatically entitle EV Purchaser to a Program rebate and no express property right is created by this Program. Efficiency Maine reserves the right to discontinue the Program or make changes to Program terms and conditions at any time as permitted by law. Program administration is subject to the then-current terms of the Program Manual in effect at the time of the vehicle transaction. EV Purchaser should consult www.efficiencymaine.com to view the Program Manual in effect at the time of the vehicle transaction.
13. EV Purchaser should consult with its tax advisor to determine if the EV rebate amount may be treated as taxable income. Efficiency Maine may issue a Form 1099 reflecting the rebate amount paid to EV Purchaser. EV Purchaser is solely responsible for the payment of any tax due in connection with a Program rebate payment. Efficiency Maine makes no representation as to the tax treatment of the EV rebate.
14. EV Purchaser acknowledges that it has read and understands these Terms and Conditions and the applicable Program Manual and agrees to be bound hereby.