

Electric Vehicle (EV) Rebate Program Terms and Conditions

Updated June 21, 2021

By applying for one of the Electric Vehicle (“EV”) Rebates, as defined herein, Customer (“You” or “Your”) agree with the Omaha Public Power District (“OPPD”, “We”, “Our”, or “Us”), to the following terms and conditions:

Qualifications for the Programs

EV Car and Charger Rebate

This rebate is available to OPPD customers who 1) purchase and install a ChargePoint Home charger and agree to allow ChargePoint to share Your charging data with Us; and 2) purchase or lease a new all-electric vehicle and register it in OPPD’s service territory. You will be required to apply for the rebate using the online application form and provide the following documentation:

1. a copy of the dated, itemized invoice confirming the purchase of the charger;
2. a completed and signed W-9 form;
3. a copy of the dated, sales receipt confirming the purchase of an all-elective vehicle;
4. a copy of the vehicle registration form

The charger must be installed, operating and data accessible to Us prior to submission of the rebate application. The stations charging data must be accessible via the internet per the manufacturer’s protocol and accessibility must remain available for thirty-six continuous months from the date of the rebate payment.

Only ChargePoint WI-FI enabled charging stations ordered through the link provided on OPPD.com or purchased through an authorized Chargepoint seller are eligible for this rebate. Any other ChargePoint charging station must be preapproved in writing before purchase.

Commercial Fleet EV Car and Charger Rebate

This rebate is available to Commercial OPPD customers who 1) purchase and install a ChargePoint charger and agree to allow ChargePoint to share Your charging data with Us; and 2) purchase or lease a new car/light truck or medium/heavy truck all-electric vehicle and register it in OPPD’s service territory. You will be required to apply for the rebate using the online application form and provide the following documentation:

1. a copy of the dated, itemized invoice confirming the purchase of the charger;
2. a completed and signed W-9 form;
3. a copy of the dated, sales receipt confirming the purchase of an all-elective vehicle;
4. a copy of the vehicle registration form

The charger must be installed, operating and data accessible to Us prior to submission of the rebate application. The stations charging data must be accessible via the internet per the manufacturer's protocol and accessibility must remain available for thirty-six continuous months from the date of the rebate payment.

Only ChargePoint WI-FI enabled charging stations ordered through the link provided on OPPD.com or purchased through an authorized Chargepoint seller are eligible for this rebate. Any other ChargePoint charging station must be preapproved in writing before purchase.

This rebate is available only for electric vehicles purchased and registered for the sole purpose of a Commercial vehicle. An EIN# or Tax Id# is required on the rebate application and may be verified.

Definition of Truck Classification

Light truck or **light-duty truck** is a US **classification** for **trucks** or **truck-based vehicles** with a gross **vehicle** weight up to 8,500 pounds (3,860 kg) and a payload capacity up to 4,000 pounds (1,815 kg).

Medium-duty trucks

Medium trucks weigh between 14,001 and 26,000 pounds and are typically used for transporting goods or people from city to city within the same state. Examples include box trucks, firetrucks and school buses. They are divided into the following three classes:

- Class 4 — 14,001 to 16,000 pounds
- Class 5 — 16,001 to 19,500 pounds
- Class 6 — 19,501 to 26,000 pounds

Heavy-duty trucks

Any vehicle exceeding 26,001 pounds is considered heavy-duty. Examples include city transit buses, mobile cranes, cement mixers, refuse trucks, and tractors designed to pull refrigerated trailers, dry vans and other equipment. These types of vehicles are primarily used for long-haul transportation and are divided into three categories:

- Class 7 — 26,001 to 33,000 pounds
- Class 8 — 33,001 or heavier
- Class 9 — Vehicles exceeding 60,000 pounds (super-heavy/special-duty truck)

General Conditions

1. The EV Rebate Pilot Program begins on July 1, 2021.
2. Rebates are available on a first come, first served basis. All completed documentation, as outlined in the Qualifications, must be received in order to process the rebate. Submitting incomplete or missing information will delay processing. Allow up to 45 days for delivery of the rebate check.
3. Rebate checks will be mailed to the name and address provided on the rebate application.
4. Falsifying information may lead to cancellation of this and future rebate applications, a claim by Us for the return of any rebate payments and/or the exercise by Us of available legal remedies.
5. We reserve the right to verify sales transactions of either the EV charging station or car.
6. Residential customers may be eligible for more than one car/charger rebate or stand-alone charger rebate if they have purchased more than one new, all-electric vehicle and all required documentation and requirements are met.
7. Two fleet rebates, of either option, per commercial customer allowed.
8. Rebates are not retroactive. Only EV chargers and cars, purchased on or after the start date of the program are eligible to receive a rebate.
9. All qualifications of the programs must be met.
10. This program is subject to change or cancellation without notice.
11. A 1099 will be issued by Us, in accordance with IRS tax law, if during the tax year You receive eligible, taxable income from Us greater than \$600.
12. All documentation and data gathered as part of the rebate application process, for the purpose of rebate administration may be provided to either Nebraska Community Energy Alliance (NCEA) and/or Nebraska Environmental Trust (NET) of which have provided funds towards the rebate program, as requested by each NCEA and/or NET.

USE OF CUSTOMER DATA: We agree that energy data collected is for future program development and research purposes only. Any dissemination of the data would remove individual identification details.

Disclaimers

We do not offer any warranty or guarantee of any kind, express or implied, as to the performance of any equipment installed by or on behalf of customer. We expressly disclaim all warranties, express or implied by law, including but not limited to any warranty of fitness for a particular purpose or warranty of merchantability with respect to equipment installed by or on behalf of customer.

You are solely responsible for the contracting of and payment for any equipment installed on the customer's premises. There is no contractual relationship, express or implied, created between OPPD and any vendor, contractor or other person or entity hired by customer to design, install, maintain or repair customer equipment. You are responsible for the proper disposal and/or recycling of any waste generated as a result of the project.

We shall not have any liability to customer or to any third party for any injury, (including death), loss, damage, cost or expense of any kind ("Liabilities") arising from or related to any equipment on customer's premises for which OPPD pays an rebate under this program. Customer shall indemnify, defend and hold harmless OPPD and its directors, officers and employees from any such Liabilities.

We are not responsible for any tax liability imposed on the customer as a result of rebate funding. Consult your tax advisor for more information.

ChargePoint Data Authorization

As a part of the rebate application process, You (referred to herein as “I”) will agree to the following authorization required by ChargePoint, Inc.

I have enrolled in the OPPD (“Offeror”) Electric Vehicle (EV) Rebate Pilot Program (the “Program”) pursuant to receiving a \$500 rebate. I understand that, as a condition to my participation in the Program, I am required to authorize ChargePoint, Inc., to release usage information (the “Usage Information”) generated by my ChargePoint Home residential charging station and to assist Offeror with certain energy management tasks that I have authorized Offeror to perform in connection with the Program. I understand that the release of such information may include a release to OPPD of certain personally identifiable information about me, including, but not limited to, location and energy consumption profile (the “PII”). I also understand and agree that ChargePoint is not responsible for, nor has any authority with respect to, Offeror’s privacy practices or how Offeror may use any information about me. In consideration for being allowed to participate in the Program, I hereby authorize ChargePoint to release the Usage Information and the PII and to assist Offeror with performing the energy management tasks, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such release.

I understand and agree that the Program is being offered solely by the Offeror and not by ChargePoint. I hereby agree that ChargePoint shall have no liability whatsoever from Offeror’s failure to deliver any of the benefits offered by Offeror in connection with the Program, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors arising out of or in connection with Offeror’s failure to deliver such benefits.