



TERMS AND CONDITIONS

Residential Permanent Battery Storage Rebate Program Application

I understand receiving a rebate under the Residential Permanent Battery Storage Rebate (PBSR) Program is subject to me reading and agreeing to comply with these PBSR Application (Application) Terms and Conditions (Terms).

- 1. Eligibility.** I (Customer) must have an active Pacific Gas and Electric Company (PG&E) Electric account tied to a qualifying address (Site) and have not participated in PG&E's Customer Resiliency Programs that include, the Self-Generation Incentive Program's (SGIP) Equity Resiliency Budget and the Residential Storage Initiative (RSI). The product I have purchased must NOT be rebuilt, rented, refurbished, open-box, leased for less than five years, received from warranty or insurance claims, exchanged, won as a prize, new parts installed in existing Product, or discounted by PG&E at the point of sale.
- 2. Measure-specific Requirements.** I must meet the following requirements at the time my application is submitted:
 - a. **FOR PERMANENTLY INSTALLED BATTERIES (measure code PBS10)** – these terms apply for a \$7,500 rebate:
 - I am a first-time battery storage customer.
 - I have experienced 5 or more EPSS outages since January 2023.
 - I am enrolled on a [Time-of-Use rate plan](#).
 - I have purchased a permanent residential battery that is listed on the Qualifying Product List for permanent batteries, located here: <https://www.pge.com/content/dam/pge/docs/save-energy-and-money/rebate-and-incentives/Permanent-Battery-Storage-Rebate-QPL.xlsx>.
 - I have installed the permanent residential battery and received Permission to Operate from PG&E's [Electric Generation Interconnection](#) Department.
 - I am enrolled in a PG&E [Demand Response Program](#) or other equivalent program as determined by PG&E.
 - If I am a renter, I acknowledge that I have permission from my landlord to install the battery as part of this program.
- 3. Product Date of Purchase and Application Submittal Requirement.** The rebate Application must be submitted within 12 months from the date Permission to Operate was received or by December 31, 2025, whichever date is sooner. Only one rebate can be received per customer account. PG&E reserves the right to limit the number of Product(s) rebated.
- 4. Product Operational Verification and Compliance.** I verify the Product works, and that I know how to operate and maintain the Product in a safe and reliable manner. I will follow the Product's manufacturer and operational instructions, specifications, have obtained any permits or consents, and I have complied with relevant laws, regulations and building codes and standards required to operate and install the Product at my Site.
- 5. No Guarantee or Representation.** PG&E does not guarantee or make any representation regarding the Product's condition, installation, operation, or maintenance and is not responsible for any power outages or

degradation of its power supply, electrical connections, or inadequate or excessive power output that may impact the Product's use, operation or malfunction or that may cause any injury or damages.

6. **Existing Tariffs.** These Terms do not alter or amend any existing tariffs under which PG&E provides electric services to me and the Site, including and not limited to, Electric Rule 14.
7. **Emergency Site Generator or Battery Plan.** I agree I will have an emergency contingency plan for my Site to protect against any Product malfunctions and in a crisis will contact 911.
8. **No Warranty.** PG&E makes no warranties, either express or implied, concerning the Product's use and disclaims any warranty of merchantability or its fit for a particular purpose, express or implied.
9. **Indemnity, Release, and Waiver.** I hereby agree to release, indemnify, and hold harmless PG&E from any claims arising out of or related in any way to the Product and/or these Terms absent PG&E's actions are proven to be reckless and intentional. I also waive any right I may have under Section 1542 of the California Civil Code which provides: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE—A General Release does not extend to claims which the creditor does not know or suspect to exist at the time of executing the release, which if known must have materially affected the parties settlement.
10. **Limitation of Liability.** Neither PG&E or Customer shall be liable to the other for incidental, special, punitive, or consequential damages.
11. **Rebate Funding and Amount.** Rebate funding is available on a first-come, first-served basis until depleted and is limited to one (1) PBSR Rebate per customer account (household) regardless of system size or quantity of batteries. The rebate amount cannot exceed the purchase price of the product, including labor, taxes, or shipping costs as applicable.
12. **Application Information and Right to Inspection Requirements.** This Application must include the Product's proof of purchase, and any other PG&E requested documentation. PG&E is not responsible for any Application documentation lost or destroyed in transit through the mail or electronic medium. Customer agrees PG&E or the CPUC may inspect the installed Product used at the Site during reasonable hours within 30 days upon PG&E's request to inspect. An incomplete Application or failure to grant inspection access may result in the customer's Application being rejected and thereby not receive a Rebate.
13. **Governing Law and Dispute Resolution.** Any disputes arising out of or relating to these Terms shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. Any dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration in San Francisco administered by the American Arbitration Association in accordance with the then-current Commercial Arbitration Rules.
14. **Double Dipping with Other Rebate Offerings.** If Customer's receives a PBSR Rebate, they may be precluded from receiving another rebate for the same product(s) from another program administered by PG&E or another utility. Customer cannot receive two rebates for the same product (e.g., portable generators portable batteries or permanent battery).
15. **CPUC Authority.** These Terms can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E. Any information regarding this Application shall be made available to the CPUC.