



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") consists of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you have ordered and includes pricing of the vehicle. The Vehicle Configuration may be updated from time to time, subject to the terms below.
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and apply to this transaction.

Agreement to Purchase or Lease. You, the Buyer, agree to purchase or lease the vehicle described in your Vehicle Configuration (the "Vehicle") from Tesla Motors Limited ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement.

Purchase Price. The purchase price of the Vehicle as indicated in your Vehicle Configuration attached to this Agreement is not subject to change. Any changes which, on an exceptions-only basis, we agree you can make to your Vehicle Configuration will be reflected in a subsequent updated written Vehicle Configuration provided by us, which configuration will be automatically incorporated herein. The purchase price of the Vehicle indicated on your Vehicle Configuration includes applicable VAT.

Status of Your Deposit: Custom Ordered Vehicle. You will have one week from the date you accept this Agreement to request amendments to your Vehicle Configuration. Following this one-week period, further changes will first need to be accepted by us and will incur (if change accepted) a € 500 (or £ 500; 500 CHF; 5000 NOK; 5000 SEK; or 5000 DKK depending on your local currency) change fee. You must pay this change fee by instant payment (for example, by credit card) and we must receive this payment before we can accept a change. For instance, but without limitation, due to production planning constraints some change requests may not be accepted. Any additional change requested will generate a new acceptance process and this new change fee. Because your Vehicle is custom built to order, we incur significant costs in producing your Vehicle once it enters our production system, and re-stocking costs, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you (i.e. € 4000 (or £ 4000; 4000 CHF; 30,000 NOK; 30,000 SEK; or 30,000 DKK depending on your local currency)), to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in processing a change or cancellation of a final order and for remarketing and reselling the custom configured Vehicle. Except for the "Special Circumstances" described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel. Where your deposit is or becomes non-refundable under this Agreement, the deposit is also non-refundable if you are buying using finance from us or another organization and that finance is denied for whatever reason.

Status of Your Deposit: Inventory/Certified Pre-Owned Vehicle. This paragraph shall apply if you are purchasing a Vehicle from our inventory (i.e., the vehicle has already been manufactured, as indicated by an existing VIN) or a Certified Pre-Owned Vehicle. Your deposit amount (i.e. € 4000 (or £ 4000; 4000 CHF; 30,000 NOK; 30,000 SEK; or 30,000 DKK depending on your local currency)), is non-refundable. We incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, re-stocking costs, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you, to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in transporting, remarketing and reselling the Vehicle. Except for the "Special Circumstances" described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel. Where your deposit is or becomes non-refundable under this Agreement, the deposit is also non-refundable if you are buying using finance from us or another organization and that finance is denied for whatever reason.

Special Circumstances. The cancellation provisions herein do not affect and shall not be interpreted as limiting your right to cancel this Agreement under local law. If you are a consumer and this Agreement was entered into by only using means of distance communication (such as online or over the phone), you may cancel your order up to 14 days after delivery of the Vehicle or after it is made available for you to collect. To cancel, you must clearly inform us of your decision to cancel this Agreement within this 14-day period (e.g. letter sent by post) by contacting us at the address indicated in the footer of this Agreement. You may do so by completing and submitting our cancellation form below:

To: Tesla Motors Ltd., 197 Horton Road, West Drayton, England, UB7 8JD I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following Vehicle, Ordered on [*]/received on [*], Name of consumer(s), Address of consumer(s), Signature of consumer(s) (only if this form is notified on paper), Date [*] Delete as appropriate

If you exercise this right to cancel, we will reimburse all payments received from you by using the same means of payment used when you made the payment. You are liable for, and therefore we may deduct from the amount of refund, an amount reflecting diminished value of the Vehicle resulting from unnecessary handling by you in accordance with applicable law if you have used the Vehicle beyond what is necessary to check the nature, characteristics and functioning of the Vehicle (that you might reasonably allowed to do in a shop). You must return the Vehicle to a Tesla service center without undue delay and in any event not later than 14 days from the day on which you communicate to us your decision to cancel this Agreement. The deadline is met if you return the Vehicle before the expiry of this 14-day period. You will have to bear the direct cost of returning the Vehicle. We will give you a refund (after making a deduction where applicable) after the Vehicle is returned to us.

Tesla sells cars exclusively to the end users (consumers) and reserves the right to refuse any order made with a view to resale of the vehicle, and to cancel any order if it is shown that the purchase is made intended for resale. This restriction does not constitute any restriction for an end user/consumer in the normal selling of a used vehicle.

We reserve the right to cancel your order at any time prior to the scheduled delivery date by notice to you if there has been an error in pricing or if you have breached Tesla's standards and procedures in your behavior towards Tesla's staff.

Delivery. We will notify you in advance of the date your Vehicle is expected to be ready for delivery at your local Tesla Service Center, or other location as we may otherwise agree to, and unless we are in breach of this Agreement, you hereby agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the one-week period, please contact us to request additional time, which we may grant at our sole discretion. If you are unable to take delivery within the specified period, including any extension we may grant, you will be in breach of this Agreement, your deposit will not be refunded pursuant to the "Status of Your Deposit" paragraphs above, and the Vehicle will be made available for sale to other customers. If, on your behalf, we are coordinating the shipping of the Vehicle to you via a third party common carrier, you will be responsible for shipping costs unless otherwise agreed and you hereby agree and acknowledge that delivery of the Vehicle, including the transfer of title and risk of loss, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the vehicle or losses occurring while the vehicle is in the possession of a common carrier. To secure your final payment and performance under the terms of this Agreement, you give us a security interest in the Vehicle and all proceeds therefrom until your obligations herein have been fulfilled. We will notify you in advance of the date your Vehicle is expected to be ready for delivery at your local Tesla Service Center, or other location as we may otherwise agree to, and unless we are in breach of this Agreement, you hereby agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, please contact us to request additional time, which we may grant at our sole discretion. If you are unable to take delivery within the specified period, including any extension we may grant, you will be in breach of this Agreement, your deposit will not be refunded pursuant to the "Status of Your Deposit" paragraphs above, and the Vehicle will be made available for sale to other customers. If, on your behalf, we are coordinating the shipping of the Vehicle to you via a third party common carrier, you hereby agree and acknowledge that delivery of the Vehicle, including the transfer of title and risk of loss, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the vehicle or losses occurring while the vehicle is in the possession of a common carrier. To secure your final payment and performance under the terms of this Agreement, you give us a security interest in the Vehicle and all proceeds therefrom until your obligations herein have been fulfilled.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. Furthermore, warranties under this paragraph shall also include possible warranty claims based on applicable statutory law.



Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Limitation of Liability. Under no circumstances, except to the extent provided for by applicable law, we will be held liable for any incidental, special or consequential damages arising out of this Agreement. In the event we are held liable for any such damages, your sole and exclusive remedy will be limited to reimbursement of your deposit. This limitation of liability clause shall not apply in cases of willful misconduct, willful deception or gross negligence on our part or in cases of death or personal injury.

Vehicle Telematics Subscription. Your car includes an activated subscription service that records and sends diagnostic and system data to Tesla to ensure that your car is operating properly, to guide future improvements and to allow us to locate your car under certain limited circumstances. There is no charge for this service. Access to location data is tightly controlled within Tesla and a history of such is not stored on our servers. We appreciate that customer privacy is of paramount importance (please refer to our privacy policy regarding vehicle telematics available at www.tesla.com/about/legal). By accepting this Agreement, you agree to the terms of our privacy policy. Please feel free to contact us at +1 (877) 798-3752 if you would like to suspend your subscription to these services.

Governing Law; Integration; Assignment. The terms of this Agreement are governed by, and to be interpreted according to, the laws of the European jurisdiction in which we are physically located for motor vehicle sales that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

Region Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the Region Specific Provisions attachment to this Agreement.