



## Motor Vehicle Purchase Agreement Terms & Conditions

**Documentation.** Your Motor Vehicle Purchase 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 (excluding taxes and official or governmental fees). The Vehicle Configuration may be updated from time to time, subject to the terms below. If you are purchasing a vehicle from our inventory, the Vehicle Configuration may be in the form of a Monroney window sticker.
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 and will include taxes and official or governmental fees that you will be responsible for paying.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and apply to this transaction.

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

**Purchase Price, Taxes and Official Fees.** The purchase price of the Vehicle as indicated in your Vehicle Configuration or the Monroney window sticker attached to this Agreement, as applicable, is not subject to change. However, if prior to delivery of the Vehicle you change the options you have selected, we may update your Vehicle Configuration, which may affect the purchase price. Any changes made 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 does not include taxes and official or governmental fees, which could amount to up to 10% of the Vehicle purchase price. You will be responsible for paying these additional taxes and fees. Because these taxes and fees are constantly changing and will depend on other factors, such as where the Vehicle is registered, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet.

**Status of Your Deposit: Custom Ordered Vehicle.** You will have two weeks from the date you accept this Agreement to make changes to or cancel your Vehicle Configuration. During this two week period, your deposit amount is fully refundable. After the two week period, you will receive an e-mail confirmation that your Vehicle Configuration has been sent for production. At this point, your deposit becomes **non-refundable**. You may accelerate this process by contacting us and finally confirming your Vehicle Configuration for production, at which time we will send your order to production and your deposit will become **non-refundable**. Because your Vehicle is custom built to order, we incur significant costs in producing your Vehicle once it enters our production system, 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 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.

**Status of Your Deposit: Inventory 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 an attached Monroney window sticker). **Your deposit amount is non-refundable.** We incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, 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.

**Special Circumstances.** This Agreement is subject to the two "*Status of Your Deposit*" paragraphs immediately above, however, if you have indicated in your order that you intend to finance the Vehicle, and are not able to obtain financing from us or another bank lender despite a bona fide, good faith effort to do so, you may cancel this contract and receive a full refund of your deposit amount.

**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 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 Motors New Vehicle Limited Warranty at or prior to the time of Vehicle delivery. You may also obtain a written copy of such warranty from us upon request or download it from your MyTesla account.

**Limitation of Liability.** We are not 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.

**Privacy Policy.** Tesla's Customer Privacy Policy is incorporated into this Agreement and can be viewed at [www.teslamotors.com/about/privacy](http://www.teslamotors.com/about/privacy).



**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles 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.

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



### State Specific Provisions

For **NEW YORK** residents: if the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.

For **WASHINGTON, D.C.** residents:

#### NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the Purchase Price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.