



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing.
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.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the "Order Date").

Agreement to Purchase or Lease. You agree to purchase or lease the vehicle (the "Vehicle") described in your Vehicle Configuration from Tesla Motors Limited ("we," "us" or "our"), subject to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order. Options, features or hardware released after you place your order may not be included in or available for your Vehicle.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price includes local VAT (if and when applicable), but may not include some local and regionally required taxes and fees. Because taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these taxes and fees.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. **Until your Vehicle is delivered to you, you may cancel your order at any time, in which case you will receive a full refund of your Order Payment.** Because your Vehicle is manufactured to your order or already has been manufactured, changes to your Vehicle Configuration will be difficult, if not impossible, for us to accommodate. While we will try to accommodate your request, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. When you take delivery of the Vehicle we will provide a credit to the final purchase price of your Vehicle equivalent to the amount of the Order Payment you paid. This Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract. Except as explicitly described in this Agreement or the Region Specific Provisions, this Agreement is binding and you may not cancel. If you are a consumer, the cancellation provisions herein do not affect and shall not be interpreted as limiting your right to cancel this Agreement under local law.

Delivery. We will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within one week of this delivery date. If you are unable to take delivery within the specified period, your Vehicle may 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. The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, title to the Vehicle shall remain vested in us until your obligations have been fulfilled.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy; Return Policy. Tesla's Customer Privacy Policy; Payment Terms for Services, Supercharger Fair Use Policy and Return Policy are incorporated into this Agreement and can be viewed at www.tesla.com/en_GB/about/legal, excluding the Return Policy, which can be viewed at www.tesla.com/en_GB/support/Tesla-return-policy.

Warranty. You agree to have received the Tesla New Vehicle Limited Warranty or the Tesla Used & Extended Used Vehicle Limited Warranty, as applicable, from our [website](#). If you are a consumer, this manufacturer's warranty provides you with rights that are in addition to the statutory warranty rights that you may have under applicable law which cannot be modified, affected or substituted. If you are not a consumer, the Tesla New Vehicle Limited Warranty or the Tesla Used & Extended Used Vehicle Limited Warranty replaces these statutory warranty rights.

Owner's Manual. You agree to review and understand the Owner's Manual, which is accessible via your Vehicle's touchscreen and explains the operation of your Vehicle including applicable options, features and hardware. The Owner's Manual may be updated and revised as new features for your Vehicle are introduced. You may also obtain a written copy of your Owner's Manual from us upon request.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Payment. 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.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Payment if we discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.



Governing Law; Integration; Assignment. The terms of this Agreement are governed by, and to be interpreted according to, the laws of the country 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.

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

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



Region Specific Provisions

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 also do so by completing and submitting our cancellation form herein.

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. 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.

To: Tesla Motors Limited, 197 Horton Road, West Drayton UB7 8JD, United Kingdom

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

