



## 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 pay your Order Fee (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. Any other terms and conditions related to your Vehicle, including payment terms, are excluded. 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. If you are purchasing a discounted Vehicle (including demonstration and showroom Vehicles), you agree that the Vehicle may have been previously registered, is subject to fair wear and tear and that the purchase price of this discounted Vehicle reflects a fair market value. 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 Model S Long Range, Model S Performance, Model 3, Model X and Cancellation.** 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. If you cancel your order or you breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages any Order Fee paid by you, to the extent not otherwise prohibited by law. You also acknowledge that the Order Fee paid by you is a fair and reasonable estimate of the actual damages that we incur in processing your order, transporting, remarketing and/or reselling the Vehicle.

**Order Process Model S Plaid and Cancellation.** After you submit your completed order and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on the base price of the model and any options included or that you select. Until your Vehicle Configuration and Final Price Sheet is issued, your order will be considered a pre-order and you may cancel it at any time, in which case you will receive a full refund of any Order Fee you paid. If you cancel your order or you breach this Agreement and we cancel your order after your Vehicle Configuration and Final Price Sheet is issued, you agree that we may retain as liquidated damages any Order Fee paid by you, to the extent not otherwise prohibited by law. You also acknowledge that the Order Fee paid by you is a fair and reasonable estimate of the actual damages that we incur in processing your order, transporting, remarketing and/or reselling the Vehicle.

**Changes and 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. Unless your Vehicle is financed by a third party with pre-agreed payment terms with us, you agree to make payment of your Vehicle prior to delivery. If you paid an Order Fee, we will provide a credit to the final purchase price of your Vehicle equivalent to the amount of the Order Fee you paid. This Order Fee 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 date (the "Delivery Date"). You agree that time is of the essence and if you do not respond to our notification or are unable to take delivery on the Delivery Date, your Vehicle will be made available for sale to other customers.

If you did not take delivery of your Vehicle on the Delivery Date but your Vehicle was not sold to another customer, you may contact us to agree on an alternative delivery date within 30 days of the Delivery Date. If your Vehicle was sold to another customer, you may contact us to agree on changes to your Vehicle Configuration so that we may deliver an alternative Vehicle to you within 30 days of the Delivery Date. While we will try to accommodate your request, you agree that it is subject to availability and you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes to the Vehicle Configuration will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement.

This Agreement shall be considered cancelled if you do not take delivery on the Delivery Date nor agree on an alternative delivery date within 30 days of the Delivery Date, or, if your Vehicle was sold to another customer, you do not agree on changes to your Vehicle Configuration so that we may deliver an alternative Vehicle to you within 30 days of the Delivery Date. In case of cancellation, you understand that you are no longer entitled to delivery of your Vehicle and that we may retain as liquidated damages any Order Fee paid by you, to the extent not otherwise prohibited by law.



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. Additionally, we may suspend Vehicle related services, which means that you may not be able to operate the Vehicle, as long as your final payment remains outstanding.

**Premium Connectivity.** A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at [www.tesla.com/en\\_GB/support/connectivity](http://www.tesla.com/en_GB/support/connectivity), you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity.

**Privacy Notice; Payment Terms for Services; Supercharger Fair Use Policy.** Tesla's Customer Privacy Notice; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at [www.tesla.com/en\\_GB/about/legal](http://www.tesla.com/en_GB/about/legal). These terms or policies may not apply to you if you will not be operating your Vehicle and we are not providing any Vehicle related services to you.

**Warranty.** You agree to have received, read and understand the Tesla New Vehicle Limited Warranty or the Tesla Used & Extended Used Vehicle Limited Warranty, as applicable, from our [website](http://www.tesla.com). If you are a consumer, this manufacturer's warranty provides you with rights that are in addition to mandatory statutory warranty rights that you may have under applicable law to the extent those 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 is the only express warranty made in connection with your Vehicle and replaces all warranties of any kind, whether express, implied, statutory or otherwise, which are disclaimed to the fullest extent permitted by law.

**Owner's Manual.** You agree to have received, read and understand the Owner's Manual from our website for your [Model S](#), [Model 3](#) or [Model X](#), as applicable. The Owner's Manual is also 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.

**Limitation of Liability.** We are not liable for any incidental, special or consequential damages, which are explained to you in the Tesla New Vehicle Limited Warranty or the Tesla Used & Extended Used Vehicle Limited Warranty, as applicable, arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee. 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 if we determine that there was a pricing error, 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, which means that we may deactivate features of your Vehicle that are not included on your Vehicle Configuration. We may assign this Agreement at our discretion to one of our affiliated entities. You may, subject to our approval, partly assign this Agreement if your Vehicle is financed by a third party. You may only assign those paragraphs of this Agreement to the extent applicable to this party and that do not relate to your operation of the Vehicle.



**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

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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