



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 Invoice:** The Final Invoice 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 from Tesla Motors Limited ("we" "us" or "our") or lease the vehicle described in your Vehicle Configuration (the "Vehicle"), 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 that are released or become available in production after you place your order or that remain subject to regulatory approval, may not be included in or available for your Vehicle at delivery and may only become available at a later time through software and/or hardware updates of the 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. If we have provided for a discount based on your Vehicle being subject to a government incentive, you agree that if you are not eligible for this incentive, this discount shall no longer apply and the purchase price of your Vehicle shall be increased accordingly. This purchase price shall include local VAT, 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 the location in which you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Invoice. You are responsible for paying these local taxes and fees and we will not provide assistance in, or accept responsibility for, any export procedures and/or reclaims of VAT.

Order Process Model 3, Y 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. If you cancel your order after you completed a credit application through your Tesla Account within 7 days after you placed your order and that credit application was not approved, the Order Fee will be refunded. 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. If the Vehicle was registered, we reserve the right to claim liquidated damages in excess of the Order Fee reflecting diminished value of the Vehicle.

Order Process Model S, X, Cybertruck and Cancellation. After you submit your completed order and the options you selected become available in production, we will invite you to confirm and/or complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Invoice based on the base price of the model and any options included or that you select. Until your Vehicle Configuration and Final Invoice is issued, you agree that you are not entitled to delivery of your Vehicle and your order will be considered a pre-order that is subject to regulatory type-approval of your Vehicle and availability in production. You may cancel your order at any time, in which case you will receive a full refund of any Order Fee you paid. If you however cancel your order or you breach this Agreement and we cancel your order after your Vehicle Configuration and Final Invoice was issued, you agree that we may retain as liquidated damages any Order Fee paid by you, to the extent not otherwise prohibited by law. If you cancel your order after you completed a credit application through your Tesla Account within 7 days after you placed your order and that credit application was not approved, the Order Fee will be refunded. 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. If the Vehicle was registered, we reserve the right to claim liquidated damages in excess of the Order Fee reflecting diminished value of the Vehicle.

Changes. Because your Vehicle is manufactured to your order or already has been manufactured, changes to your Vehicle Configuration will be difficult for us to accommodate and may also substantially affect your delivery timing. While we will try to accommodate your request, you may be subject to any price adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. As we are continuously improving our vehicles, we may make changes, including changes to the manufacturing technologies or materials applied to, or used for, any Vehicle components, to your Vehicle to the extent those do not, at our reasonable discretion, materially affect your order. For any changes that would materially affect your order, including changes to the range, speed or acceleration of your Vehicle that were shown at the time your order was placed, we will notify you about this change prior to delivery of your Vehicle and you may cancel your order within 14 days of such notification, in which case you will receive a full refund of any Order Fee you paid.

Payment. 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. 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 of the purchase price of the Vehicle remains outstanding.



Delivery. The estimated delivery date of your Vehicle is only an estimate. Your actual delivery date is dependent on many factors, including your Vehicle's configuration, manufacturing availability and delivery location. 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 (the "Ready Date"). The Ready Date may be at an earlier or later date than the estimated delivery date and we reserve the right to change any of these dates, including as a result of any delays in transit, and we will notify you of any such change. You agree to schedule and take delivery of your Vehicle within one week of the Ready Date or, if earlier, the last day of the then current calendar quarter (in each case, the "Delivery Deadline"). You agree that time is of the essence and if you do not respond to our notification or are unable to take delivery by the Delivery Deadline, you are no longer entitled to delivery of your Vehicle and your Vehicle will be made available for sale to other customers. If you did not take delivery of your Vehicle by the Delivery Deadline, you may however contact us to agree on changes to your Vehicle Configuration as described in, and subject to the terms of, the paragraph Changes of this Agreement so that we may deliver an alternative Vehicle to you.

Cancellation. 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. We may cancel this Agreement if you did not take delivery by the Delivery Deadline and also did not agree to changes to your Vehicle Configuration so that we may deliver an alternative Vehicle to you. We may also cancel this Agreement if you contact us to postpone your estimated delivery date and we cannot accommodate this change or if we ask you for necessary information to process your order and/or to confirm your availability to take delivery of the Vehicle on the estimated delivery date and you fail to do so within 14 days after we asked. Finally, we may 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, in which case we also reserve the right to refuse any future orders for other vehicles you may place with us. In case of cancellation, you understand that you are no longer entitled to delivery of your Vehicle or an alternative Vehicle and that we may retain as liquidated damages any Order Fee paid by you, to the extent not otherwise prohibited by law.

Connectivity. Standard Connectivity is included in your Vehicle, at no additional cost, for 8 years beginning on the first day your Vehicle was delivered as new by us, or the first day it is put into service (for example as a demonstration or showroom vehicle), whichever comes first. 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, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable from time to time. Your cellular or other network needed for Standard and/or Premium Connectivity is provided by a mobile network operator and we are not responsible for the quality, functionality, coverage or any hardware upgrades of your Vehicle needed to use or maintain this connectivity.

Terms of Use & Privacy Notice. You agree that our Terms of Use, consisting of Payment Terms and Supercharger Fair Use Policy, are incorporated into, and apply to, this Agreement and can be viewed at www.tesla.com/en_GB/legal/terms. To learn more about how we protect your data, view our Privacy Notice at www.tesla.com/en_GB/legal/privacy. 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. Upon expiration of the applicable warranty period, you agree that any repairs or parts replacement shall be subject to separate terms and conditions, including payment by you ultimately at pick up of the Vehicle.

Obsolete Hardware and Software Updates. You agree that the Vehicle will regularly receive over-the-air software updates that add new features and enhancements over Wi-Fi, of which some may also impact existing features, for example to improve safety or longevity of the Vehicle. For more detail, we refer you to www.tesla.com/en_GB/support/software-updates. If you don't install the Vehicle's software updates after notification that there is an update available, you may void the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable. After the expiration of your applicable warranty period, software updates may no longer be provided for your Vehicle, or these updates may not include all existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts. Except as covered by your applicable warranty, we are not liable for any parts, labor or any other costs needed to update or retrofit the Vehicle so that it may receive these updates, nor are we liable for any Vehicle issues which occur after the installation of any software updates due to obsolete, malfunctioning or damaged hardware.

Owner's Manual. You agree to have received, read and understand the applicable Owner's Manual of your Vehicle from our [website](http://www.tesla.com). 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. Tesla and its affiliates sell cars directly to end-users, and ask that your Vehicle is registered locally in the country indicated in the footer of this Agreement before or immediately upon delivery. We may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle (including if, your Vehicle has not been registered within 7 days after delivery).

Governing Law; Integration; Assignment. The terms of this Agreement are governed by, and to be interpreted according to, the laws of the country indicated in the footer of this Agreement. 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 not assign this Agreement or any of your rights or obligations without our prior written consent, however you may, 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 required for such financing and that do not relate to your operation of the Vehicle.



Dispute Settlement. To the fullest extent allowed by the law of your jurisdiction, we require that you first provide us with notification of any defects you have experienced within the applicable warranty period and that cannot be resolved by reviewing your applicable Owner's Manual, before you can pursue any remedy under these laws. This notification must be made within a reasonable time after you experienced the defects to allow us to make any needed repairs to your Vehicle. Please send your notification to your local Tesla Store and/or Tesla Service Center or the address indicated in the footer of this Agreement. We ask you to include the following information:

- your name and contact information;
- VIN;
- name and location of the Tesla Store and/or Tesla Service Center nearest to you;
- Vehicle delivery date;
- current mileage;
- description of the defect you have experienced; and
- history of the attempts you have made with us to resolve the concern, or of any repairs or services that were not performed by a Tesla Service Center or Tesla authorized repair facility.

In the event any disputes, differences or controversies arise between you and us, we and you shall commit to exploring all possibilities for an amicable settlement. In case an amicable settlement is not reached, we and you shall submit any such dispute, difference or controversy to the appropriate venue as determined by the laws governing this Agreement.

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, legally own your Vehicle 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 model cancellation form herein.

If you exercise this right to cancel, we will refund 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 refund, an amount reflecting diminished value of the Vehicle resulting from unnecessary handling by you in accordance with the law governing this Agreement if you have used the Vehicle beyond what is necessary to check the nature, characteristics and functioning of the Vehicle. We will inspect the Vehicle at the time of return and will deduct from the refund the amount required to return the Vehicle to the condition it was in at the time of delivery, including, without limitation:

- a usage charge of EUR 0.55 per kilometer or the equivalent in your local currency if you have driven your Vehicle in excess of 100 kilometers (60 miles);
- repair costs for any damage to the interior and/or exterior of the Vehicle;
- cleaning costs in case of any stains, dirt, odor, or soiling attributable to your use that are beyond what can reasonably be expected from your inspection of the nature, characteristics and functioning of the Vehicle;
- administrative and/or legal costs that are required to transfer ownership of the Vehicle to us if you don't return the Vehicle with the necessary documentation.

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.

Model cancellation form:

To: Tesla Motors Limited, 109 Devonshire Road, London, W4 2AN, 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