



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. 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. You, the Buyer, agree to purchase the vehicle described in your Vehicle Configuration (the "Vehicle") from Tesla Motors Netherlands B.V. ("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. 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 excludes VAT, which will be added if and when required by law.

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 Vehicle Configuration 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). **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. If this Agreement is concluded as a distance contract, you have a right to withdraw from this Agreement within seven working days of delivery of the Vehicle. The cancellation provisions herein do not affect your statutory rights, if any, with respect to revocation under applicable consumer law and shall not be interpreted as limiting your statutory rights under such laws.

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.

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. This vehicle is sold in the Tesla European Warranty Region and the New Vehicle Limited Warranty applies. For the purposes of the New Vehicle Limited Warranty, the Tesla European Warranty Region is defined the Member States of the European Economic Area. In order to receive warranty service, you must transport the vehicle to a Tesla Service Centre in the country in which the vehicle was originally purchased from Tesla. You will be responsible for all transport costs to and from the Tesla Service Centre. 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. Furthermore, warranties under this paragraph shall also include possible warranty claims based on applicable statutory law

Limitation of Liability. Under no circumstances, except to the extent provided for by applicable law, we will not 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.teslamotors.com/about/privacy). 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.



Region Specific Provisions

Vehicle Sale (Russia, Turkey & Iceland Customers):

The vehicle is sold under a Free Carrier (FCA) Inco term. This means that Tesla will take responsibility for filing the export declaration from the Netherlands, and will make the goods available for pick-up from Tilburg, the Netherlands by the carrier designated by you. You are responsible for arranging transport to the end destination, at your own cost.

In order to file the export declaration, you must provide the data included in Exhibit A to Tesla at least 2 work days prior to the arranged pick-up time. Tesla will not release the vehicle for pick-up until the information in Exhibit A is provided. Tesla reserves the right to cancel the sale if the information is not provided.

You are responsible for ensuring that the purchased goods leave the EU, and the export declaration filed by Tesla for these goods is discharged appropriately (i.e. confirmation of exit). You must confirm with the transport company used that they are able to comply with these requirements.

If the export declaration is not discharged as required by law, Tesla will no longer be able to apply 0% VAT to this sale in the Netherlands. Under those circumstances, Tesla is entitled (and you will accept) to issue an adjusted invoice with the VAT amount due on the sale.

You assume full responsibility and liability for importing the vehicle into the country of destination, including payment of any duties, taxes and fees due. You hereby confirm that you will act as the importer of record into the country of destination, and will not attempt to make Tesla the importer of record. Tesla excludes any involvement in the import process in the country of destination, and cannot provide any assistance.

Tesla provides no warranties regarding the ability to import the purchased vehicle into the country of destination. It is your responsibility to confirm the ability to import the purchased vehicle, given the above considerations, prior to import.

As a courtesy, Tesla will provide the following regular international trade documents:

- Commercial Invoice
- Copy of EU Export Declaration
- Certificate of Conformity
- Certificate of Origin (upon request)
- Material Safety Data Sheets (upon request)

Tesla will not provide a Preferential Certificate of Origin, required to claim reduced tariff rates in the country of import under a Free Trade Agreement. You should therefore consider that even though a preferential reduced tariff (customs duty) rate may be available in the country of import, the normal (full) duty rate may nonetheless be due.

After import in the destination country, you must provide:

- Obtain copy of CMR (signed for arrival in destination country)* and
- Obtain copy of import document destination country* or
- Obtain copy of registration vehicle in destination country*.

Tesla European specification vehicles have been homologated and configured to operate within Tesla-designated Core Markets. Some features and functions, including, but not limited to, data connectivity, navigation maps, driver assistance, and vehicle charging may not function properly or at all in countries or regions other than the ones for which European specification vehicles have been designed and homologated. Tesla does not provide support for modifying vehicles, existing installations, or other property to meet different specifications, other than the installation of a data SIM card for vehicle data connectivity. Such non-Tesla SIM cards must be provided by the customer prior to delivery of the new vehicle, and a Non-Tesla SIM Card Waiver must be signed by the customer.

Vehicle Sale (EU Customers):

Tesla Motors Netherlands B.V. ("Tesla") will not arrange any shipping for your vehicle. You are responsible for coordinating pick up of your vehicle from our Tilburg Factory in the Netherlands (within one week of vehicle's readiness).

The sale to other EU countries will be subject to the 0% VAT rate in the Netherlands, provided that you will provide Tesla within 30 days after supply with the relevant documents to support the application of the 0% VAT rate in the Netherlands.

The following documents are requested from you:



- signed VAT declaration (to be provided by Tesla upon delivery) as well as
- proof of registration of the vehicle in the destination country. If the vehicle has been transported by a carrier, a copy of the signed CMR will be required as well.

If the above documents are not provided with the agreed timeframe, Tesla is entitled (and you will accept) an adjusted invoice with the VAT amount due on the sale.

Sales of Service Parts/Accessories (Non-EU Customers)

You can purchase Non-Restricted Service Parts and Accessories personally at the nearest Service Center. This will however be treated as a local sale, applying local VAT as applicable. It will not be possible to sell the goods without VAT, nor can Tesla assist with a VAT refund request on your behalf.

You can order Non-Restricted Service Parts and Accessories to be delivered to your country of destination. Tesla will sell the goods under Delivered at Place (DAP) Incoterm, applying 0% VAT (export). Tesla will take responsibility for filing the export declaration from the Netherlands, and will arrange shipping to the end destination. You will be charged for the shipping costs.

- Tesla will not offer sales of Non-Restricted Service Parts and Accessories under another Incoterm.

Payment can be made via credit card or bank transfer depending on availability. Parts will ship once payment has been confirmed received by Tesla.

You assume full responsibility and liability for importing the goods into the country of destination, including payment of any duties, taxes and fees due. You hereby confirm to act as the importer of record into the country of destination, and will not attempt to make Tesla the importer of record. Tesla excludes any involvement in the import process in the country of destination, and cannot provide any assistance.

Tesla provides no warranties regarding the ability to import the purchased goods into the country of destination. It is the Customer's responsibility to confirm the ability to import the purchased goods, given the above considerations, prior to import.

Tesla will provide the following regular international trade documents:

- Commercial Invoice
- Copy of EU Export Declaration

Tesla will not provide a Preferential Certificate of Origin, required to claim reduced tariff rates in the country of import under a Free Trade Agreement. You should therefore consider that even though a preferential reduced tariff (customs duty) rate may be available in the country of import, the normal (full) duty rate may nonetheless be due.

Unused parts in their original packaging may be returned within 14 days of receipt. You are responsible for return shipment costs. Shipping damage must be notified to Tesla within 48 hours of receipt in order to open a claim.

Sale of Service Parts/Accessories (EU Customers)

You can purchase Non-Restricted Service Parts and Accessories personally at the nearest Service Center. This will be treated as a local sale, applying local VAT as applicable.

You can order Non-Restricted Service Parts and Accessories to be delivered to your country of destination. Tesla will sell the goods under Delivered Duty Paid (DDP) Incoterm, applying VAT as required by VAT law. This means that Tesla will arrange shipping to the end destination. You will be charged for the shipping costs.

Payment can be made via credit card or bank transfer depending on availability. Parts will ship once payment has been confirmed received by Tesla.

Unused parts in their original packaging may be returned within 14 days of receipt. You are responsible for return shipment costs. Shipping damage must be notified to Tesla within 48 hours of receipt in order to open a claim.

Service of the Vehicle (Non-EU Customers)



Tesla Ranger Service may not be available in your country. Vehicles located in countries where Ranger Service is not available cannot be serviced by Tesla onsite and must be returned to an authorized Tesla Service Center to receive service.

If available in your country, Tesla Ranger Service is available upon request, pending availability, and is not guaranteed. Tesla Ranger Service may not be available in certain markets or to certain locations. Tesla Ranger Service will only be performed if there is a suitable facility available. Certain operations cannot be performed by a Tesla Ranger and will require the return of the vehicle to an authorized Tesla Service Center. At any time, Tesla reserves the right to deny Tesla Ranger Service and require the vehicle to be returned to an authorized Tesla Service Center.

In case the vehicle needs to return to a Tesla Service Center to receive service, you are responsible for arranging transport to and from the Service Center nominated by Tesla, at his your cost.

Considering the specific requirements of this return process, only select Service Centers are able to provide Service in these circumstances. This may not always be the Service Center that is closest to your location.

Tesla has developed a specific procedure to address the customs compliance aspects of returning the vehicle to the country or customs region in which the Service Center is located. You are required to follow this procedure. This procedure may prescribe the use of specific border crossings. If you do not wish to follow Tesla's procedure, Tesla reserves the right to refuse service. If Tesla's procedure is not complied with due to actions or negligence, you will be liable for any duties, taxes and fees that may become due.

You will be financially liable for any duties, taxes and fees that may become due to the entry and repair in, or return from the country or customs region in which the Service Center is located. Tesla may require a deposit to be paid to cover any duty, tax or fee liability. You will also be responsible for any down payment for duties, taxes or fees that may be due on entry of the country or customs region in which the Service Center is located. Tesla cannot provide any assistance in this regard.

In order to file appropriate customs declarations, you must provide the data included in Exhibit A to Tesla at least 2 work days prior to the arranged pick-up time.

You assume full responsibility and liability for exporting and re-importing the vehicle into your country of residence, including payment of any duties, taxes and fees due. You hereby confirm to act as the exporter and importer of record in the country of residence, and will not attempt to make Tesla the exporter or importer of record. Tesla excludes any involvement in the export and re-import process in the country of residence, and cannot provide any assistance.

Service of the Vehicle (EU Customers)

Tesla Ranger Service may be available upon request, pending availability, and is not guaranteed. Tesla Ranger Service may not be available in certain markets or to certain locations. Tesla Ranger Service will only be performed if there is a suitable facility available. Certain operations cannot be performed by a Tesla Ranger and will require the return of the vehicle to an authorized Tesla Service Center. At any time, Tesla reserves the right to deny Tesla Ranger Service and require the vehicle to be returned to an authorized Tesla Service Center.

You can bring their vehicle to receive service at the nearest authorized Tesla Service Center. This will however be treated as a local sale, applying local VAT as applicable. Tesla reserves the right to redirect your vehicle to a designated Service Center other than the preferred location. You may be liable for transport costs.

In case the vehicle needs to return to a Tesla Service Center to receive service, you carry all responsibility for transportation and transportation cost to bring the vehicle back to a Service Center.

Exhibit A

Information to be provided by the Customer at least 48 hrs. prior to the moment of pick-up.

- Exact destination address and end-user of the car
- Estimated time of arrival at the final destination
- Mode of Transport
- Data specific to each Mode of Transport
 - Road:
 - Full name, address and contact details of Transportation Company;
 - Nationality Truck;
 - Licence plate;



- Customs Office of Exit
- Ocean:
 - Vessel name + Nationality of Vessel;
 - Customs office of Port of departure;
 - When loaded in container - container number
- Air:
 - Airway bill number (AWB);
 - Flight number;
 - Flight date;
 - Customs office or Airport of departure