



Model 3 Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Model 3 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 (excluding taxes and official or government fees).
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. You agree to purchase the vehicle (the “Vehicle”) described in your Vehicle Configuration from Tesla Motors Canada ULC or its affiliate (“we,” “us” or “our”), pursuant 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 and you can confirm availability with your Owner Advisor. 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 does not include taxes and official or government fees. Because these 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 additional taxes and fees.

Order; Nonrefundable Order Payment; Changes. Once you submit your completed order, we will locate a vehicle to match your Vehicle Configuration and coordinate the shipment of the Vehicle for delivery. **Your Order Payment covers the cost of these activities and other processing costs and is nonrefundable; it is not a deposit for the Vehicle.** Any changes to your Vehicle Configuration, delivery location or expected delivery time after the Order Date will be difficult, if not impossible, for us to accommodate. If you want to make changes to your order, we will try to accommodate your request. If we accept your request, you will be subject to a non-refundable \$500 change fee and 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.

Cancellation; Default. We incur significant costs in managing your order, and locating and coordinating delivery logistics for your Vehicle. We may also incur significant costs for remarketing and reselling the Vehicle, including additional coordination, logistics and transport costs. If you cancel or default in this Agreement, you will not be refunded your Order Payment as it has already been earned by us in taking and processing your order. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur as a result of your breach of this Agreement, damages that are otherwise impracticable or extremely difficult to determine. 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.

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. 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 agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, 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 indicated in this Agreement is an estimate only and is not a guarantee of when your Vehicle will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive the Tesla New Vehicle Limited Warranty or the Tesla Preowned Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our [website](#).

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.

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.

Employee Agreement. As an employee of Tesla, I have been provided the opportunity to purchase a Model 3 Vehicle early and ahead of general production for my market (a "Priority Vehicle"). As a condition to the purchase of a Priority Vehicle, I agree to the following: The Priority Vehicle will be initially registered to only me and/or my family members. I will not seek to profit or commercialize the Priority Vehicle. (This includes selling, exchanging or bartering the vehicle for more than its original purchase price, and also renting or leasing the Priority Vehicle.) I understand that if I breach the terms and conditions in this Agreement, Tesla may reduce or disable certain functionality of the Priority Vehicle and that I may be subject to discipline, up to and including termination of employment.

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

Buyer's Signature

Signature

Name

Date

Co-Buyer's
Signature

Signature

Name

Date

Seller Signature

Tesla

By

Title

Date



Region Specific Provisions

For ONTARIO residents only:

Important Information Respecting Motor Vehicle Sales Ontario Motor Vehicle Industry Council

In the case of any concerns with this sale, you should first contact your motor vehicle dealer. If concerns persist, you may contact the Ontario Motor Vehicle Industry Council as the administrative authority designated for administering the *Motor Vehicle Dealers Act, 2002*.

You may be eligible for compensation from the Motor Vehicle Dealers Compensation Fund if you suffer a financial loss from this lease and if your dealer is unable or unwilling to make good on the loss.

You may have additional rights at law.

Contact OMVIC at 1-800-943-6002 or www.omvic.on.ca



**Ontario Motor
Vehicle Industry
Council**

**Conseil ontarien
des commerce des
véhicules automobiles**

Website: www.omvic.on.ca

CANADIAN MOTOR VEHICLE ARBITRATION PLAN NOT AVAILABLE

☐ **VEHICLE SOLD “AS-IS”.** If the box to the left is checked, the motor vehicle sold under this contract is being sold “as-is” and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser’s expense. It may not be possible to register the vehicle to be driven in its current condition.

INT: _____ DATE: _____

SAFETY STANDARDS CERTIFICATE. A safety standards certificate is only an indication that the motor vehicle met certain basic standards of vehicle safety on the date of inspection.