



Motor Vehicle Purchase Agreement

Vehicle Configuration

Customer		Description	Price (CAD)
Model S 5YJSA1H43FF080116		85 kWh Performance Model S	\$120,100
Order Number	RN5772288	Dual Drive Motor	Included
		Black SolidPaint	Included
Deposit paid	\$2,500	Panoramic Roof	\$2,800
		21" Grey TurbineWheels	\$5,000
Date order placed with electronically accepted terms	3/7/2015	Black Next Generation Seats	\$3,900
		Carbon FiberDécor	\$900
		Black Alcantara Headliner	Included
		Carbon Fiber Spoiler	\$1,100
		Tesla Red Brake Calipers	Included
		Supercharger Enabled	Included
		Dual Chargers	\$1,700
		Wall Connector	\$800
		Tech Package with Autopilot	\$4,700
		Smart Air Suspension	\$2,500
		Premium Interior Package	\$3,900
		UltraHigh Fidelity Sound	\$2,800
		SubzeroWeather Package	\$850
		Subtotal	\$151,050
		Destination and regulatory documentation fee	\$1,170
Total	\$152,220		



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 (excluding taxes and official or governmental fees). 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 and will include taxes and official or governmental fees that you will be responsible for paying.
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 Canada, Inc. ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement.

Purchase Price, Taxes and Official Fees. 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 does not include taxes and official or governmental fees. You will be responsible for paying these additional taxes and fees. Because these taxes and fees are constantly changing and will depend on other factors, such as where the Vehicle is registered, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet.

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 order 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.

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. 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.

Limitation of Liability. We are not 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.

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/legal). 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 Canadian 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

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.

Tel: 416-226-4500 or 1-800-943-6002 EXT: 22645



Ontario Motor
Vehicle Industry
Council

Conseil ontarien
des commerce des
véhicules automobiles

Website: www.omvic.on.ca

Canadian Motor Vehicle Arbitration Plan

The Canadian Motor Vehicle Arbitration Plan may be available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty.

Canadian Motor Vehicle Arbitration Plan Not Available

The manufacturer of this vehicle is not a participant in the Canadian Motor Vehicle Arbitration Plan. Therefore, the program under that Plan is not available to resolve disputes concerning alleged manufacturer's defects or implementation of the manufacturer's new motor vehicle warranty. ☐

CAMVAP is only available if the model year of the motor vehicle is the current model year or one of the four preceding years and the vehicle has been driven less than 160,000 kms.

Tel: 1-800-207-0685

Website: www.camvap.ca

VEHICLE SOLD "AS-IS".

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.