

**Limitation of Remedy.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. The sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Payment.

**No Resellers; Discontinuation.** 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.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State 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oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement.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.

**State-Specific Provisions.** You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

**Employee Agreement** By placing this order, I understand that I have been provided the opportunity to purchase a Model 3 Vehicle early and ahead of general production (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. The Priority Vehicle will not be sold, exchanged or bartered for value more than the original purchase price of 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.

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.