# Motor Vehicle Purchase Agreement

## Vehicle Configuration

**Customer**

Sahil Sharma
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| | |
|---|---|
| **Order Number** | RN3519465 |
| **Deposit paid** | $2,500.00 |
| **Order placed with electronically accepted terms** | 12/16/2016 |
| **Vehicle design confirmed** | 12/23/2016 |

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.

| Description | Price (USD) |
|---|---|
| Model X 90D<br>Not including the $7,500 Federal Tax Credit | $95,500 |
| All-Wheel Drive | Included |
| Obsidian Black Metallic Paint | $1,000 |
| 20" Silver Wheels | Included |
| White | $3,300 |
| Ultra White Seats | Included |
| Dark Ash Wood Décor | Included |
| Front Console | Included |
| Black Alcantara Headliner | Included |
| Six Seat Interior | $3,000 |
| Free Supercharging | Included |
| Enhanced Autopilot | $5,000 |
| Full Self-Driving Capability | $3,000 |
| Premium Upgrades Package | $4,500 |
| Smart Air Suspension | Included |
| Ultra High Fidelity Sound | $2,500 |
| Subzero Weather Package | $1,000 |
| **Subtotal** | **$118,800** |
| Documentation Fee | $75 |
| Destination Fee | $1,125 |
| **Total** | **$120,000** |


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# Motor Vehicle Purchase Agreement
## Terms & Conditions

**Documentation.** Your Motor Vehicle Purchase 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). If you are purchasing a vehicle from our inventory, the Vehicle Configuration may be in the form of a Monroney window sticker or a buyer's guide.
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, Inc. 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. Options or features released after you place your order may not be included in your Vehicle.

**Purchase Price, Taxes and Official Fees.** The purchase price of the Vehicle is indicated in your Vehicle Configuration, the Monroney window sticker or buyer's guide attached to this Agreement, as applicable. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on other 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 will be responsible for paying these additional taxes and fees.

**Manufacturing Process.**

- Week 1: We will submit your order to the Tesla Factory for production one week after the Order Date. During this one week period, you may cancel your order or make any changes to your Vehicle Configuration without incurring any costs.
- Week 2 until Delivery: When we submit your order for production, your Order Payment becomes earned and non-refundable. Because production of your Vehicle is already underway, changes to your Vehicle Configuration during this time will be difficult, if not impossible, for us to accommodate. If you want to make changes to your Vehicle Configuration, 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 to your Vehicle Configuration, including changes to the purchase price, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement.

**Cancellation; Default:** Because your Vehicle is custom ordered, we incur significant costs in starting production of your Vehicle. We also incur significant costs for remarketing and reselling the Vehicle if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable once your order is sent to the Tesla Factory. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment toward the final purchase price of the Vehicle. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.


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**Inventory Vehicle.** This paragraph is applicable if you are purchasing a Vehicle from our inventory (*i.e.*, the vehicle has already been manufactured, as indicated by an existing VIN, an attached Monroney window sticker or a buyer's guide). Because we incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur in transporting, remarketing and reselling the Vehicle, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment against the purchase price of your Vehicle upon completion of the transaction. You acknowledge that 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 Service 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. 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. 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, 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, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations 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.

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

**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 damages to you, your sole and exclusive remedy 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 deposit if we discontinue a product, feature or option after the time you place your order.

**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.


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## State Specific Provisions

For **NEW YORK** residents: if the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the Purchase Price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.