



Motor Vehicle Purchase Agreement Vehicle Configuration

Customer Information

[Redacted Customer Information]

VIN 5YJ3E1EB7JF096971
Reservation RN108661180
Order Payment 3,500.00
Accepted by Customer on 9/15/2018

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

Total in USD

Model 3	\$35,000.00
Long Range All-Wheel Drive	\$20,000.00
Dual Motor All-Wheel Drive	-
Premium White	\$1,500.00
Midnight Silver Metallic	\$1,500.00
18" Aero Wheels	-
Premium Interior	-
Enhanced Autopilot	\$5,000.00
Subtotal	\$63,000.00
Destination Fee	\$1,125.00
Documentation Fee	\$75.00
Transportation Fee (if applicable)	\$0.00
Order Modification Fee (if applicable)	\$0.00
Total	\$64,200.00



MOTOR VEHICLE PURCHASE AGREEMENT Final Price Sheet

DATE OF AGREEMENT:	September 21, 2018
BUYER'S AND CO-BUYER'S NAME AND ADDRESS:	SELLER'S NAME AND ADDRESS:
	TESLA, INC. 435 WESTLAKE AVE N SEATTLE, WA 98109
VEHICLE TO BE DELIVERED ON OR ABOUT:	9/23/2018

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer
New	2018	TESLA	Model 3	4-DR	5YJ3E1EB7JF096971	50

PURCHASE PRICE	
1. Total Vehicle Price	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ <u>64,200.00</u> (A)
B. Other: N/A	\$ <u>0.00</u> (B)
C. Other: N/A	\$ <u>0.00</u> (C)
Total Vehicle Price (A through C)	\$ <u>64,200.00</u> (1)
2. Sales Tax Calculation	
A. Trade-in tax credit (if applicable)	\$ <u>44,700.00</u> (A)
B. Taxable Fees (if applicable)	\$ <u>0.00</u> (B)
C. Subtotal of Taxable Items	\$ <u>19,500.00</u> (C)
D. Sales Tax	\$ <u>2,028.00</u> (2D)
E. Other: N/A	\$ <u>0.00</u> (2E)
Total Cash Price (1 plus 2D and 2E)	\$ <u>66,228.00</u> (2)
3. Amounts Paid to Government Agencies*	
A. Registration/Transfer/Titling Fees	\$ <u>125.75</u> (A)
B. License Fee (if applicable)	\$ <u>0.00</u> (B)
C. Tire Fee (if applicable)	\$ <u>0.00</u> (C)
D. Battery Fee (if applicable)	\$ <u>0.00</u> (D)
E. Other Fee(s): RTA County Fee	\$ <u>385.00</u> (E)
F. Other Fee(s): Registration Service Fee	\$ <u>0.00</u> (F)
Total Government Fees (A through F)	\$ <u>510.75</u> (3)
4. Subtotal (2 plus 3)	\$ <u>66,738.75</u> (4)
5. Total Credits	
A. Deposit	\$ <u>3,500.00</u> (A)
B. Financed Amount: Technology Credit Union	\$ <u>67,000.00</u> (B)
C. EV Incentive (if applicable)	\$ <u>0.00</u> (C)
D. Trade in value applied to purchase (if applicable)	\$ <u>-3,734.26</u> (D)
E. Customer downpayment	\$ <u>-26.99</u> (E)
F. Other Credits	\$ <u>0.00</u> (F)
Total Credits (A through F)	\$ <u>66,738.75</u> (5)
6. Amount Due from Buyer (4 through 5)	\$ <u>0.00</u> (6)

*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:

If checked, name of auto broker receiving fee: n/a



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, 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 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, 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 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. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, 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 you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf, coordinate the shipment of your Vehicle to you from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate 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.



Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.



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.

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.

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	<i>Troy Jones</i>	Senior Director, North America Sales	September 21, 2018
Tesla	By	Title	Date



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.



TRADE-IN ANNEX

BUYER INFORMATION

Buyer/Co-Buyer Name & Address	Home Phone	Work Phone
XXXXXXXXXX	XXXXXXXXXX	
VIN (Vehicle to be Purchased)		
5YJ3E1EB7JF096971		

TRADE-IN VEHICLE INFORMATION

Description of Trade-In Vehicle					
Year	Make	Model	Color	Vehicle Identification Number	ODO Mileage
2018	Tesla	Model 3	White	5YJ3E1EA0JF004364	6,001

Trade-In Value

- A. Trade-In Value \$ 44,700.00 (A)
- B. Less Applicable Loan/Lease Balance Paid To Tech CU \$ 48,434.26 (B)
- \$ (C)
- C. Less Cash Back \$ -3,734.26 (D)
- D. **Net Trade-In Value (A less B less C)**

Terms & Conditions

Subject to the terms and conditions herein, Tesla Motors, Inc. (Tesla, us, we, our) will apply the positive amount credited as Net Trade-In Value (Item D above) toward the purchase price of the Vehicle to be Purchased. If the Trade-In Vehicle will not be delivered to Tesla until delivery of the Vehicle to be Purchased to Buyer (you, your), the Trade-In Vehicle may be reappraised by us at that time. The reappraised value shall determine the value of the "Tesla Vehicle Trade-In" indicated as a credit on your Motor Vehicle Purchase Agreement or Contract (Purchase Agreement). If the reappraised value is lower than the Net Trade-In Value set forth above, and such lower value is not due to damage, alteration or deterioration to the Trade-In Vehicle incurred after the original valuation, you may cancel your Purchase Agreement, provided title in the Vehicle to be Purchased has not been transferred to you. You agree to deliver to us satisfactory evidence of clear title to the Trade-In Vehicle at the time you deliver the Trade-In Vehicle to us, which shall constitute part of the consideration for the Vehicle to be Purchased. We have the right to sell the Trade-In Vehicle upon delivery of the certificate of title to us, in addition to other rights your Purchase Agreement gives us. You warrant that you have good and marketable title to the Trade-In Vehicle, and that it is free and clear of all liens and encumbrances (unless disclosed in Item B above). In the event it is determined that there is/are any outstanding liens or encumbrances against the title (other than as disclosed in Item B above), you agree to be solely responsible for, and to pay any additional amounts necessary, to satisfy such liens or encumbrances. You further warrant that the title for the Trade-In Vehicle is not branded, and that the Trade-In Vehicle was not (1) previously used as a police or taxi vehicle, (2) a salvage or flood damaged vehicle, (3) reconstructed, or subject to any other condition that would adversely affect the value of the Trade-In Vehicle, except as otherwise disclosed to us.

By signing below, the undersigned parties hereby agree to the terms and conditions herein and agree that this Trade-In Annex is hereby incorporated into the Purchase Agreement executed between the undersigned parties with respect to the Vehicle to be Purchased identified above.

BUYER

Signature: _____

CO-BUYER

Signature: _____

TESLA MOTORS, INC.

Signature: _____

Date: _____



Payment Instructions

Electronic Check

The easiest way to pay for your Model 3 is by electronic check, also known as ACH. Prior to delivery, you'll be invited by email to make your payment on our website.

To make a payment now, please sign in to your My Tesla account at this web address:

<http://www.teslamotors.com/mytesla>

Wire Transfer

Please include your name and your order number (RN108661180) when paying by wire transfer.

Bank Name	Wells Fargo Bank, N.A.
Bank Address	420 Montgomery San Francisco, CA 94104
Account Name	Tesla Motors Inc.
Account #	4000118323
ABA/Routing #	121000248
Note	<i>Your name</i> , RN108661180



Delivery Declaration

VEHICLE DESCRIPTION		
Year/Model	Buyer Name/s	VIN
2018 / Model 3	XXXXXXXXXXXX	5YJ3E1EB7JF096971

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE TAKEN DELIVERY OF YOUR MODEL 3 ON OR BEFORE _____ AND THAT YOU AGREE WITH YOUR FINAL MOTOR VEHICLE PURCHASE AGREEMENT, WHICH HAS BEEN UPLOADED TO AND IS AVAILABLE IN YOUR MYTESLA ACCOUNT.

Name of Buyer or Buyer's Agent taking Delivery (please print): _____

Signed: _____

On behalf of: _____ [Buyer Name/s]

Date: _____

Delivery Experience Specialist Signature: _____