



MOTOR VEHICLE PURCHASE CONTRACT

BUYER'S AND CO-BUYER'S NAME AND ADDRESS:	SELLER'S NAME AND ADDRESS:
	Tesla Motors MA, Inc. c/o Tesla Motors, Inc. 3500 Deer Creek Rd. Palo Alto, CA 94304
VEHICLE TO BE DELIVERED ON OR ABOUT:	TBD

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	ODO Mileage
NEW	TBD	TESLA	MODEL X	SUV	TBD	TBD

PURCHASE PRICE	
1. Total Cash Price	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ <u>TBD</u> (A)
B. Other _____	\$ <u>TBD</u> (B)
C. Other _____	\$ <u>TBD</u> (C)
D. Subtotal of Taxable Items (A through D)	\$ <u>TBD</u> (D)
E. Sales Tax	\$ <u>TBD</u> (E)
Total Cash Price (A through E)	\$ <u>TBD</u> (1)
2. Amounts Paid to Government Agencies*	
A. Vehicle License Fees	\$ <u>TBD</u> (A)
B. Registration/Transfer/Titling Fees	\$ <u>TBD</u> (B)
C. Other _____	\$ <u>TBD</u> (D)
Total Government Fees (A through C)	\$ <u>TBD</u> (2)
3. Subtotal (1 through 2)	\$ <u>TBD</u> (3)
4. Total Credits	
A. Deposit Applied Toward Purchase (Reservation Payment)	\$ (<u>5,000</u>) (A)
B. Other _____	\$ (<u>TBD</u>) (B)
Total Credits (A through B)	\$ (<u>TBD</u>) (4)
5. Amount Due from Buyer (3 through 4)	\$ <u>TBD</u> (5)

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



Agreement to Purchase. You, the Buyer and Co-Buyer, if any, agree to purchase the Vehicle described in this Motor Vehicle Purchase Contract ("Agreement") from Tesla Motors MA, Inc. ("we," "us" or "our") for cash, on the terms set forth in this Agreement. The Amount Due from Buyer shown above must be paid at the time the Vehicle is delivered. If you pay us with a payment item that is not honored for any reason, you will be charged a service charge of \$25.

This Agreement is not binding upon either us or you until the following conditions are met:

1. You have electronically accepted or agreed to the terms in this Agreement; and
2. We have received your deposit amount (payment instructions to be provided separately).

If specific terms in this Agreement are indicated as "to be determined" ("TBD"), it is our and your intention to enter into a superseding Motor Vehicle Purchase Contract, which may contain terms and conditions that vary from those contained in this Agreement, to finalize such undetermined terms. We will contact you regarding the configuration of your Vehicle and future and/or superseding contracts.

CANCELLATION, TERMINATION. YOU MAY CANCEL THIS AGREEMENT AND REQUEST A REFUND OF ANY DEPOSITED AMOUNTS AT ANY TIME BY NOTIFYING US IN WRITING. SIMILARLY, WE MAY CANCEL AND TERMINATE THIS AGREEMENT AT ANY TIME BY NOTIFYING YOU OF CANCELLATION AND PROMPTLY REFUNDING TO YOU ANY DEPOSITED AMOUNTS. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT UPON ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT PURSUANT TO THE TERMS HEREIN.

Warranty; Limitations. The Vehicle carries an express warranty. You may obtain a written copy of such warranty from us upon request.

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 this 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.

Limitation of Liability. Under no circumstances will we be held liable for any direct, incidental, special or consequential

damages arising out of this Agreement, or our failure to deliver the Vehicle, for example, loss of Vehicle use, inconvenience, or loss of time or income, even if we or our representative has been advised of the possibility of such damages. In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement of your cash down-payment or deposit.

Telephone Monitoring and Calling. You agree that we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. You give us consent to contact you at any address, email address or number that you provide to us, whether in person or with auto-dialers and pre-recorded messages, in order to service your account or with regard to your Vehicle. We will not charge you for these calls and messages, however, your mobile telephone provider may charge you for such calls or messages.

Acknowledgments. You understand that Tesla Motors, Inc. will not have begun production of your vehicle as of the effective date of this Agreement, and that you may not be delivered a vehicle until mid-2013 or later. We will not hold any Reservation Payments or deposits separately or in an escrow or trust fund or pay any interest on such amounts, except to the extent required by law.

Governing Law. The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State of Massachusetts. If any part of this Agreement is not valid, all other parts remain valid and enforceable. We may delay or refrain from enforcing our rights under this Agreement without losing them.

Entire Agreement; Effectiveness. Unless later amended or superseded, this Agreement contains the entire agreement between the parties, and no other agreement for the purchase of the Vehicle has been entered into. 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. This Agreement is entered into and effective as of the date when both this Agreement is electronically accepted by Buyer and we have received the Reservation Payment.

By electronically accepting this Agreement, you agree to the terms of this Agreement and further acknowledge that you have read and understand all pages of this Agreement. A PDF copy of this Agreement will be emailed to you, or you may request a hard copy by contacting Tesla.