



## Tesla Motors European Union 2009 Signature Edition Roadster Reservation Agreement

### Age and Geographic Restrictions

You acknowledge that you are at least 18 years of age and will take delivery for use in one of the countries listed below:

Czech Republic  
Federal Republic of Germany  
French Republic  
Grand Duchy of Luxembourg  
Hellenic Republic  
Italian Republic  
Kingdom of Belgium  
Kingdom of Denmark  
Kingdom of the Netherlands  
Kingdom of Spain  
Kingdom of Sweden  
Kingdom of Norway  
Portuguese Republic  
Republic of Austria  
Republic of Bulgaria

Republic of Cyprus  
Republic of Estonia  
Republic of Finland  
Republic of Hungary  
Republic of Latvia  
Republic of Lithuania  
Republic of Malta  
Republic of Poland  
Republic of Slovenia  
Romania  
Slovak Republic  
Swiss Confederation  
United Kingdom of Great Britain and Northern Ireland

### Reservation Step 1: €50,000 fee

You agree to pay a €50,000 initial reservation fee by check or wire transfer and understand that such fee locks in the model year 2009 Roadster base price (€99,000). This reservation fee is fully refundable should you choose to abandon your reservation.

### Reservation Step 2: Balance Due (less destination charge, taxes, fees)

Tesla will notify you approximately three months prior to the production of your Roadster. At that time you will either

- (i) lock in your option selections and pay the balance due (approximately €49,000 or up, depending on options); or
- (ii) relinquish your reservation and receive a refund of the previous €50,000 paid to Tesla; or
- (iii) defer your place in line to a subsequent time. (Only one deferral is permitted.) Applicable VAT, local taxes, destination charges, and local fees will be due upon delivery (at a location to be agreed upon) of the car.

### Cancellation

You or Tesla Motors may cancel your reservation and you may obtain a refund of all reservation fees at any time prior to or at the time of delivery of your Tesla Roadster. However, should you cancel after you have made your final selections, and paid the balance due pursuant to Reservation Step 2 your reservation is refundable less a €10,000 cancellation fee.



## Priority

Your numeric position on the priority list will be established by Tesla Motors in its sole discretion. Tesla Motors may decline reservation requests to avoid oversubscription or as it deems appropriate. Tesla Roadsters may be built and distributed for purposes of in-house and third-party testing, evaluation, and display prior to fulfilling Tesla Roadster orders.

## Purchase Price

The base price of a standard 2009 model year Signature Edition Tesla Roadster is €99,000 (excluding VAT, local taxes and other applicable fees) plus a destination charge and options (if any). Tesla reserves the right to add, discontinue or change the availability and price of options prior to the lock-in date.

## Included Options

Each EU Signature Roadster will include all available options plus features unique to this special edition as listed.

- Interior/exterior colors available only for Signature Edition cars
- Custom full leather interior
- “Signature Edition” exterior badging
- Numbered interior plaque
- Choice of hard tops: clear-coat carbon fibre or painted carbon fibre
- Limited edition wheel options
- Premium audio package (satellite radio and navigation, 7 speaker system – includes subwoofer)
- Bluetooth mobile phone integration
- Factory-tuned suspension based on your preference
- Connector for charging (country specific solution)

## Delivery Terms

The estimated delivery dates, final specifications, and acquisition (or any post-acquisition refund) terms and conditions will be established at the time orders are accepted and are subject to change without prior notice. Your submission of this document does not constitute a sale of a Tesla Roadster.

## Modifications

Tesla reserves the right to change any of the terms of this agreement for any or no reason, and without prior notice to you. However, if you are unhappy with any change by Tesla, you can cancel your reservation at any time up to the date of delivery as specified above.

## Use of Funds

Tesla reserves the right to use reservation fees for operating capital and for purposes determined by Tesla Motors in its sole discretion. The reservation fees will not be held by Tesla Motors in a segregated account.

## Limitation of Liability

Under no circumstances will Tesla be held liable for, including, but not limited to, incidental, special, or consequential damages arising out of your reservation or



any such other products and services, even if Tesla or a Tesla representative has been advised of the possibility of such damages. In the event Tesla is held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for the reservation fee as specified above. You hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond two years after the first occurrence of the act, event, condition, or omission upon which the claim or action is based.

### **Governing Law**

This agreement will be governed by the laws of the State of California. In the event any disputes, differences, or controversies arise between the parties in connection with or concerning this Agreement, the parties will attempt to reasonably settle the matter between them. If the matter is not settled within 30 days of such notice, then either party may initiate arbitration. The arbitration will be conducted in San Francisco, California pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules"). The arbitration will be conducted by one arbitrator jointly selected by the parties pursuant to the AAA Rules. The arbitration will be conducted according to the AAA Rules.

### **Your Personal Information**

Part of building a great car company involves building a great marketing campaign. Many prospective customers and investors are very much interested in the type of customer that desires to purchase a Tesla Roadster. As such, Tesla Motors is interested in acquiring and possibly using (in a very restricted manner) information about you, as follows:

- *Scope of Use.* Your personal information will be used for the purpose of informing you of additional products and services from Tesla, or by any of our business partners that may be of interest, servicing your requests, improving our services, improving electrical capacity in your neighborhood, or answering questions you may have. For example, such information may be used to inform you about solar power options, car covers, and after market products.
- *Statistics.* We may also aggregate statistics that we gather about our customers and provide these statistics to third parties. However, when we do, these statistics will not include personal information that identifies individuals. All reasonable measures have also been taken so that the information you provide to us will not be used by our affiliates or third parties for purposes other than those indicated in this document.
- *Legal Disclosures.* We may also use, disclose, and communicate your personal information if required to do so by law, including by an order of any court.
- *Website and Press Release Permission.* Do you give Tesla Motors permission to disclose your status as a Tesla Roadster Reservation holder or Roadster owner by including on its website or in a press release your name (but not your email or other contact information)?  
 Yes  No



Your Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By (print name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Preferred Contact**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Tesla Motors, Inc.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

1050 Bing Street \_\_\_\_\_

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v. 06.30.08