



Roadster Reservation Agreement

Terms & Conditions

Thank you for placing a reservation for a Tesla Roadster! You have now secured the approximate priority for configuring and ordering your Tesla Roadster, once available.

1. **Effective Date.** Your Reservation is effective when 1) you place your reservation and 2) we receive your full Reservation Payment, which includes the payment due within 10 days of when you placed your reservation.
2. **Purchase Price.** The estimated Purchase Price of the vehicle, if provided, is only an estimate. We are still working on what options, features and hardware the vehicle will have and so cannot confirm the exact price just yet. Your Purchase Price will ultimately be confirmed once you've configured your vehicle.
3. **Order Process.** While this Reservation secures your approximate priority, it does not constitute the purchase or order of a vehicle. As production nears, we will invite you to complete the configuration of your vehicle and enter into an Order Agreement (and its terms) to initiate the purchase. You will be issued an updated Order Agreement whenever you or we make changes to your configuration. Prior to delivery, you will enter into a final Purchase Agreement (and its terms), which will detail your final vehicle configuration and Purchase Price, as well as any applicable taxes, duties, transport and delivery charges, and any other applicable fees. If you proceed with the order, your Reservation Payment will be applied towards the Purchase Price of the vehicle.
4. **Delivery.** You understand that Roadster is still under development at the time you entered into this Agreement and so we cannot guarantee when your vehicle will actually be delivered or if it will be delivered.
5. **Cancellation.** Until you complete your configuration of your vehicle after we invite you to do so, your Reservation may be cancelled at any time through your Tesla Account and for any reason, by either you or us, in which case you will receive a full refund of your Reservation Payment. The refund will be returned to the original form of payment. If the original account is no longer open or the funds are returned, Tesla will issue the refund via check in the name of the Reservation holder only.
6. **Acknowledgements; Non-Transferable.** You understand that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on your Reservation Payment. Your Reservation is not transferable or assignable to another party without our prior written consent.
7. **Privacy Policy; Payment Terms for Services.** Tesla's Privacy Notice and Payment Terms of Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.
8. **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 Reservation Payment.
9. **Governing Law; Integration.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the jurisdiction in which we are licensed to sell motor vehicles that is nearest to your primary address at the time you placed this Reservation. Terms relating to the Roadster not expressly contained herein are not binding.

10. **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. You further agree that any disputes related to the arbitrability of your claims will be decided by the arbitrator.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration 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, then that claim or remedy (and only that claim or remedy) 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, Reservation or Order 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.