



Cybertruck Motor Vehicle Pre-Order Agreement Terms & Conditions

Documentation. Your Cybertruck Motor Vehicle Pre-Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration will be confirmed with you at a later date. It will describe the vehicle that you configured and pre-ordered, including pricing.
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 pre-order and make your Pre-Order Payment (the "Pre-Order Date").

Agreement to Pre-Order. You agree to pre-order the vehicle (the "Vehicle") that you configured when you made your Pre-Order Payment and by taking delivery, completing the transaction when the Vehicle is ready for delivery from Tesla Motors Ireland Limited ("we" "us" or "our"), subject to the terms and conditions of this Agreement and homologation of the Vehicle in your country. Your Vehicle is priced and configured based on features and options available at the time of pre-order. Options, features or hardware released after you place your pre-order may not be included in or available for your Vehicle.

Pre-Order Price, Taxes and Official Fees. The pre-order price of the Vehicle will be confirmed in your Vehicle Configuration and Final Price Sheet. As you may have only configured part of your Vehicle, any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the Vehicle Configuration includes local VAT applicable at the time of your pre-order, but may not include some local and regionally required taxes and fees. Because 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 taxes and fees.

Pre-Order Process; Cancellation; Changes. After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on the base price of the model and any options included or that you select. Your Pre-Order Payment covers the cost of these activities and other processing costs and is not a deposit for the Vehicle. **Until your Vehicle is delivered to you, you may cancel your pre-order at any time, in which case you will receive a full refund of your Pre-Order Payment. Until your final configuration is matched to a vehicle, you may make changes to your Vehicle Configuration.** If you make changes to the configuration of the Vehicle, you may be subject to potential price increases for any pricing adjustments made since your original Pre-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. When you take delivery of the Vehicle, we will provide a credit to the final pre-order price of your Vehicle equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract. Except as explicitly described in this Agreement or the Region Specific Provisions, this Agreement is binding and you may not cancel. If you are a consumer, the cancellation provisions herein do not affect and shall not be interpreted as limiting your right to cancel this Agreement under local law.

Delivery. 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 delivery date. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. If, on your behalf, we are coordinating the shipping of the Vehicle to you via a third party common carrier, you will be responsible for shipping costs unless otherwise agreed and you hereby agree and acknowledge 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. You understand that we may not have completed the development of Cybertruck or begun manufacturing Cybertruck at the time you entered into this Agreement and so we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, title to the Vehicle shall remain vested in us 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/en_IE/about/legal.

Warranty. You agree to receive the Tesla New Vehicle Limited Warranty from our [website](#), which warranty will become available as delivery of the Vehicle nears. If you are a consumer, this manufacturer's warranty provides you with rights that are in addition to the statutory warranty rights that you may have under applicable law which cannot be modified, affected or substituted. If you are not a consumer, the Tesla New Vehicle Limited Warranty replaces these statutory warranty rights.

Owner's Manual. You agree to review and understand the Owner's Manual, which will be accessible via your Vehicle's touchscreen and explains the operation of your Vehicle including applicable options, features and hardware. The Owner's Manual may be updated and revised as new features for your Vehicle are introduced.

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 Pre-Order Payment. This limitation of liability clause shall not apply in cases of willful misconduct, willful deception or gross negligence on our part or in cases of death or personal injury.



No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any pre-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 pre-order and refund your Pre-Order Payment if we discontinue a product, feature or option after the time you place your pre-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 country 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 pre-ordered under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

Region Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the Region Specific Provisions included in 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.



Region Specific Provisions

If you are a consumer and this Agreement was entered into by only using means of distance communication (such as online or over the phone), you may cancel your pre-order up to 14 days after delivery of the Vehicle or after it is made available for you to collect. To cancel, you must clearly inform us of your decision to cancel this Agreement within this 14-day period (e.g. letter sent by post) by contacting us at the address indicated in the footer of this Agreement. You may also do so by completing and submitting our cancellation form herein.

If you exercise this right to cancel, we will reimburse all payments received from you by using the same means of payment used when you made the payment. You are liable for, and therefore we may deduct from the amount of refund, an amount reflecting diminished value of the Vehicle resulting from unnecessary handling by you in accordance with applicable law if you have used the Vehicle beyond what is necessary to check the nature, characteristics and functioning of the Vehicle. You must return the Vehicle to a Tesla Service Center without undue delay and in any event not later than 14 days from the day on which you communicate to us your decision to cancel this Agreement. The deadline is met if you return the Vehicle before the expiry of this 14-day period. You will have to bear the direct cost of returning the Vehicle. We will give you a refund (after making a deduction where applicable) after the Vehicle is returned to us.

To: Tesla Motors Ireland Limited, 92 Bracken Rd, Sandyford, Dublin 18, Ireland (eircode D18CY92)
I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following Vehicle,
Pre-ordered on [*/received on [*],
Name of consumer(s),
Address of consumer(s),
Signature of consumer(s) (only if this form is notified on paper),
Date
[*] Delete as appropriate