



## Trade-in terms and conditions

### 1. Introduction

This Agreement is entered into between you as Seller of a Trade-in Vehicle and Tesla. Please note that the Estimated Offer and Final Offer provided to Seller are revocable and subject to the terms and conditions as set out in this Agreement. We encourage you to review the Agreement in order to understand what obligations you may have.

This Agreement includes the following definitions:

- a. "**Agreement**" means these Trade-in terms and conditions, including any documents or terms incorporated therein.
- b. "**Estimated Offer**" means the revocable offer presented by Tesla regarding a potential purchase of the Trade-in Vehicle.
- c. "**Final Offer**" means the revocable offer presented by Tesla setting out the details of the Trade-in offer, including the final price for which Tesla will purchase the Trade-in Vehicle.
- d. "**Force Majeure Event**" means an event beyond the reasonable control of a party that delays or prevents the party from performing its obligations under the Agreement, provided that (a) the affected party is without fault in causing or failing to prevent the event, (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.
- e. "**Leased Battery Contract**" means an agreement entered into between Seller and a third party, whereby Seller leases or finances the battery of the Trade-in Vehicle and/or where Seller is not the legal owner of the battery.
- f. "**Seller**" means the owner and seller of the Trade-in Vehicle.
- g. "**Tesla**" means the Tesla entity from which Seller receives the Estimated and/or Final Offer.
- h. "**Trade-in Vehicle**" means the vehicle as described by the Seller which Seller intends to sell to Tesla.



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## 2. Estimated Offer

- a. In order to request a Trade-in offer from Tesla, Seller must set up a personal user account online on Tesla's website ("**Tesla Account**").
- b. If Seller has not ordered a vehicle from Tesla ("**Tesla Vehicle**") prior to requesting a Trade-in offer, Tesla will provide Seller a revocable Estimated Offer.
- c. To receive an Estimated Offer on the Trade-in Vehicle, Seller must submit a Trade-in request to Tesla online.
- d. Once Seller has provided the information requested online regarding the Trade-in Vehicle, Tesla will send an Estimated Offer to Seller. The information Seller must provide may include, but not be limited to, the following:
  - i. VIN;
  - ii. Odometer;
  - iii. Year;
  - iv. Make;
  - v. Model;
  - vi. Trim;
  - vii. Registration number;
  - viii. First registration date;
  - ix. VAT or margin.
- e. Seller must order a Tesla Vehicle within 7 days from the date the Estimated Offer was sent to Seller, otherwise the Estimated Offer will lapse. If the order for a Tesla Vehicle is made within these 7 days, Tesla will provide Seller a Final Offer.

## 3. Final Offer

- a. If Seller has ordered a Tesla Vehicle and he has requested an offer on his Trade-in Vehicle, Tesla will provide Seller a revocable Final Offer, subject to the Seller providing all required information regarding the Trade-in Vehicle.
- b. Seller must provide the information as set out under section 2.d above, as well as any additional information requested regarding the Trade-in Vehicle. This may include, but not be limited to:
  - i. Information regarding the physical condition of the Trade-in Vehicle, as documented in photographs or as set out in written statements by Seller.
- c. Tesla will not accept a Trade-in Vehicle if the vehicle is registered in a different jurisdiction than the Tesla entity.
- d. Tesla will not issue or may revoke a Final Offer if the Tesla Vehicle ordered is registered in a different jurisdiction than the Tesla entity.
- e. Once a Final Offer is made based on all required information, Seller will have a maximum number of days to accept or decline the Final Offer ("**Offer Period**"). The number of days in the Offer Period will be set out on Seller's Tesla Account.
- f. To accept the Final Offer the Seller must sign into Seller's Tesla Account, follow the procedures and adhere to the terms set out therein within the Offer Period.
- g. The Final Offer is only valid against the purchase of a Tesla Vehicle and expires immediately after delivery of the Tesla Vehicle.

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- h. The Seller agrees to deliver to Tesla satisfactory evidence of ownership to the Trade-in Vehicle, and all required information regarding the Trade-in Vehicle, minimum 96 hours prior to the scheduled delivery date of the Tesla Vehicle.
- i. Tesla may revoke or amend the Final Offer as set out in section 6. This may include but is not limited to where Seller has not provided accurate information regarding the Trade-in Vehicle, does not deliver the Trade-in Vehicle in the condition as set out in this Agreement, or Seller is not able to take delivery of the Tesla Vehicle within the deadlines set.

#### **4. Condition and delivery of Trade-in Vehicle**

- a. The Seller shall deliver the Trade-in Vehicle, and Tesla shall take possession of the same, at a location indicated by Tesla. Unless otherwise agreed in writing between Tesla and Seller, delivery of the Trade-in Vehicle shall take place within 60 calendar days following Tesla's provision of the Final Offer. The Trade-in Vehicle will be delivered to Tesla at the same time as the delivery of the Tesla Vehicle.
- b. If the Tesla Vehicle is not delivered within 60 calendar days following Tesla's provision of the Final Offer, the Final Offer automatically expires. Tesla will not be held liable for any delayed delivery of a Tesla Vehicle.
- c. Tesla will perform a visual inspection of the Trade-in Vehicle within reasonable time after the Trade-in Vehicle has been delivered.
- d. The Seller shall transfer ownership, and risk of loss shall pass, to Tesla upon delivery of the Trade-in Vehicle to Tesla. The Seller agrees and covenants to execute all documents which are necessary to finalize transfer of ownership and registration upon the Trade-in Vehicle to Tesla.
- e. Unless otherwise agreed in writing upon appraisal of the Trade-in Vehicle, the Seller agrees to deliver the Trade-in Vehicle to Tesla with all standard accessories including but not limited to:
  - i. floor mats,
  - ii. charging connectors and adapters,
  - iii. parcel shelves,
  - iv. storage nets,
  - v. two sets of keys,
  - vi. original wheels on summer tires, and
  - vii. original wheels on winter tires (only applicable to Norway, Finland and Sweden).
- f. Seller shall upon delivery present Tesla with an EU inspection/MOT for the Trade-in Vehicle that is valid for a certain period of time after delivery, as further detailed in Appendix 1.
- g. Tesla has the right to sell the Trade-in Vehicle upon or following delivery, in addition to any other rights this Agreement provides Tesla.
- h. Seller understands that even if Seller after delivery decides to return the Tesla Vehicle, Seller does not have the right to demand the return of the Trade-in Vehicle.

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## **5. Information/warranties from Seller**

- a. The Final Offer is based on the information provided by Seller about the Trade-in Vehicle, Seller understands therefore that all information presented about the Trade-in Vehicle must be truthful and accurate. This includes the information provided by Seller under sections 2.d and 3.b.
- b. The Seller warrants that the Trade-in Vehicle:
  - i. was not previously used as: a taxi; for ridesourcing or ridesharing (through Uber, Lyft or similar services); to commercially deliver or transport goods; for government purposes; or for any other commercial venture,
  - ii. was not a salvage or flood damaged vehicle,
  - iii. was not reconstructed,
  - iv. does not contain hidden defects, faults or mechanical flaws or subject to any other condition that would adversely affect the value of the Trade-in Vehicle, except as otherwise explicitly disclosed in writing to Tesla and subsequently accepted by Tesla, ;
  - v. is free and clear of all liens and encumbrances; in the event it is determined that there are any outstanding liens or encumbrances, the Seller agrees to be solely responsible for, and to pay any additional amounts necessary, to satisfy such liens or encumbrances;
  - vi. odometer reading reflects the actual mileage of the Trade-in Vehicle and has never been altered;
  - vii. odometer will not increase by 2,000 km or more per month at delivery of the Tesla Vehicle, calculated from the first odometer reading Seller has provided.
- c. Seller warrants that he will deliver the Trade-in Vehicle to Tesla in accordance with the terms of section 4.
- d. For Denmark only: Seller warrants that the registration fee (*dk* "registreringsafgiften") on the Trade-in Vehicle has been paid by Seller 96 hours before delivery of the Tesla Vehicle.

## **6. Revocation or amendment of the Final Offer / breach of Agreement by Seller**

- a. Tesla reserves the right to terminate this Agreement or revoke, modify and/or cancel the Final Offer if:
  - i. Seller does not accept the Final Offer in accordance with the procedures set out in the Tesla Account;
  - ii. Seller does not accept or reject the Final Offer, nor provide all required information regarding the Trade-in Vehicle, a minimum of 96 hours prior to the scheduled delivery date of the Tesla Vehicle;
  - iii. The Trade-in Vehicle or the Tesla Vehicle is registered in a different jurisdiction than the Tesla entity, in accordance with section 3;
  - iv. Seller does not deliver the Trade-in Vehicle in accordance with this Agreement's section 4;
  - v. The Trade-in Vehicle does not conform to the warranties or information as provided in section 5;
  - vi. Seller cancels his order of the Tesla Vehicle prior to or at delivery;
  - vii. Seller has a Leased Battery Contract on their Trade-in Vehicle.

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- viii. To the extent allowed by applicable law, the Final Offer price is incorrect due to technical issues or glitch.
- b. If Tesla within reasonable time after the Trade-in Vehicle has been delivered discovers that Seller has materially breached the terms of this Agreement, in particular any breach of sections 3, 4 or 5, and Seller has not cured such breach within reasonable time, Tesla may:
  - i. Terminate the Agreement and demand repayment of the price under the Final Offer, including interest as allowed by law;
  - ii. Recover from Seller any direct damages Tesla has suffered;
  - iii. In its reasonable discretion deny service to the Tesla Vehicle until the breach has been cured,
  - iv. If Tesla finds damage, wear and tear, or missing components significantly above that represented by the Seller, Tesla reserves the right to invoice the Seller for estimated rectification costs.
- c. Tesla may also terminate this Agreement in case of material breach of any term of the Agreement by Seller.
- d. If a Force Majeure Event prevents performance by Seller or Tesla under the Agreement for more than sixty (60) consecutive days, or if the Force Majeure Event materially impacts the overall market pricing of vehicles, Tesla may terminate the Agreement by issuing a written notice of termination to Seller. Neither party shall be liable to the other in relation to termination due to a Force Majeure event.

## **7. Invoicing and VAT**

- a. Subject to the delivery of the Trade-in Vehicle to Tesla, Tesla will apply the price under the Final Offer towards the purchase price of the Tesla Vehicle on the terms of Tesla's Motor Vehicle Order Agreement.
- b. Only in case the Vehicle is sold to Tesla as a VAT vehicle, the Seller will invoice the Vehicle with VAT stated separately on the invoice in line with national invoicing rules. In case the Seller does not issue the VAT invoice within the applicable legal deadline for the Trade-in Vehicle sold under this Agreement, Tesla will be allowed to issue a self-invoice. The self-invoice will show the Seller's name, address and VAT registration number, together with all other details which constitutes a full VAT invoice. Unless otherwise communicated to Tesla within 5 days after receipt of the self-invoice, the Seller is deemed to have accepted the self-invoice. The Seller agrees that no VAT invoice will be issued once the self-invoice has been received and accepted. In all other cases, the Vehicle will be considered to be sold to Buyer by a private individual (without VAT) or as VAT exempt, or under the margin scheme by VAT registered Seller.

## **8. Law and jurisdiction**

- a. The terms of this Agreement are governed by, and to be interpreted according to, the laws of the European jurisdiction in which Tesla takes delivery of the Trade-in Vehicle.
- b. Prior agreements, oral statements, negotiations, communications or representations about the Trade-in Vehicle sold under this agreement are superseded by this agreement. Terms relating to the purchase of the Trade-in Vehicle not expressly contained or incorporated herein are not binding.

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## Appendix 1

<i>Country</i>	<b>EU inspection/MOT Test document required</b>	<b>Validity after delivery in months</b>
France	Contrôle technique	1
Spain	ITV	1
Portugal	ITP	1
Italy	Revisione	2
Sweden	Besiktning	4
Denmark	Periodisk bilsyn	4
Finland	Määräaikaiskatsastus	4
Norway	EU-kontroll / PKK	4
Austria	§57a - "Pickerl"	1
Switzerland / Italian	Revisione	1
Switzerland / French	CT	1
Switzerland / German	MFK	1
Germany	HU	1
Netherlands	APK	1
Great Britain	MOT	1
Ireland	NCT	1
Belgium / French	Contrôle technique	1
Belgium / Dutch	Keuring	1
Luxembourg / French	Contrôle technique	1

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