



**Tesla Motors Netherlands B.V.**  
**RATM4080-2025-07XXX01**

**Addendum to the MSA: MSATM4080-2025-07XXX01**

**Rate Agreement**  
**FTL Replenishment**

**T E S L A**

Tesla Motors Netherlands B.V.

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<b>Nov 2024</b>	Rizky Rahman & Jacopo Campodoni	<ul style="list-style-type: none"><li>1. Define agreement purpose.</li><li>1.1 Set up clear documents reference.</li><li>2.2 Define rates for each service level.</li><li>2.3 Define rate review request.</li><li>3.2 Additional definition of free waiting time</li><li>3.4.1 Delete section "Dead Freight".</li><li>4. Update KPI measures.</li><li>5. Update invoicing and payment process</li><li>6. Define preferred Services Provider</li><li>6.2 Update delivery and origin locations</li><li>7. Update measures in Failure to Comply</li><li>8. Update contact details</li><li>9. Change validity period</li></ul>



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## 1. General

This Rates Agreement sets forth the commercial terms and conditions governing Full Truckload (FTL) Replenishment for the transportation of goods of Tesla EMEA Regional Distribution Center (RDC), as well as the return shipment and the delivery of goods to designated aftersales warehouse locations.

### 1.1 Introduction

This Rates Agreement is issued pursuant to and made subject to the Master Services Agreement for Transportation and Logistics Services (the “MSA”) entered by Tesla Manufacturing Brandenburg SE (“Tesla”) and Carrier legal name (“**Services Provider**”) as of [date]. All capitalized terms used in this Rates Agreement have the meaning set forth in the MSA. This Rates Agreement and the addenda attached hereto constitute the Parties’ “Rates Agreement”. All embedded support documentation of in this agreement are known to both parties. In the event of any conflict between the MSA and this Rates Agreement, the MSA shall have precedence.

In cases of express conflict between parts of the contract documents, the order of precedence shall be as follows:

1. the “MSA”,
2. RATM4080-2025-07XXX01 (the “Rates Agreement”),
3. RCTM4080-2025-07XXX01 (the “Rate Card”),
4. SOPTM4080-2025-07XXX01 (the “SOP”).

All operational processes referenced in this document are defined in detail in the SOP.

## 2. Pricing

All indicated rates shall be valid for the entire time of the contract **regardless any changes in indicated volumes, return ratio, or transport setup** and shall only be subject to fuel surcharge variations, as described in section number 3.1 of the Rates Agreement. The provided rates shall be “all-in”, namely they should include all costs such as toll, fuel costs or other additional costs of common operations as described in the SOP. Accessorial charges, that are not retained as commonly recurrent, shall be quoted separately, and shall only be charged in applicable and approved cases.

If multiple service levels and/or delivery options have been quoted, each one need to be individually available as per Tesla’s request.

The Services Provider is not entitled to request additional shipment to complete the round trip if not booked by Tesla.



## 2.1 Rate Submission and Structure

The Services Provider shall provide the following rates for the transportation services:

1. Inbound Rate: Rate for all inbound shipments to Tesla's locations.
2. Outbound Rate: Rate for all outbound shipments from Tesla's locations.
3. Delta Return Rate: Rate for all return shipments from Tesla's Locations within the same 2-digit ZIP code back to the Origin Pick Up Location within the same 2-digit ZIP code level regardless the loading or unloading location.

Rates must be submitted exclusively on a 2-digit ZIP code level, with a complete rate card for all indicated 2-digit ZIP codes of a commercial zone. Each of the above rates shall be applied individually for each shipment.

## 2.2 Legislation Changes

In case of legislation changes related to **tax or toll only**, that cause a variation in the transport rate, both parties agree to come together to review in good faith the change. The Services Provider has the obligation to demonstrate the impact of the legal change in the overall cost structure and rate. Any rate review due to other legislation changes besides toll and tax will not be accepted by Tesla.

## 2.3 Rate Review Other Than Legislation Changes

Except in the event of legislation changes as mentioned in section 2.2, the Services Provider may not submit any request to Tesla's Procurement Team for a rate review for any lanes. In the event the Services Provider submits a rate review request for reasons other than legislation changes in section 2.2, Tesla will not consider neither approve such requests.

## 2.4 Rate Card and Lead Times

The rates and transport lead times outlined in the rate agreement are acknowledged by both parties and shall apply uniformly in all pickup locations to all delivery locations within designated zip codes.

(To be filled out with the Rate Card reference (RCTM4080-2025-11XXX01))

## 3. Surcharges

### 3.1 Fuel Surcharges (FSC)

Fuel surcharge will adjust based on published information of the Association of European Vehicle Logistics website. Information about evolution of the fuel price can be found under below link:

<https://www.ecgassociation.eu/publications-and-reports/#fuelprices/>



The last quotation shall be based on the Diesel price information of **average monthly index of November 2024 for Netherlands (1.71 €/liter)**. This information is based on Weekly diesel fuel prices in all EU Member States - in Euro including VAT.

The fuel surcharge will be updated every 3 months. The fuel index will be updated the first time by 16th of first valid contractual month and the 3 months counting shall begin from this day on. Invoices between 1<sup>st</sup> and 16<sup>th</sup> shall be held until the first applicable fuel surcharge is known. Afterwards the Fuel surcharge update shall be communicated between the 16th and 20th of the applicable month. The updated percentage is always based on the M-1 fuel information.

The total impact of the fuel surcharge will be calculated taking in consideration that fuel costs are **25% of the total transport costs**. The applicable fuel surcharge for the quarter will always be communicated by the logistics Procurement Team.

### 3.2 Waiting charges by the Services Provider

The Services Provider shall quote waiting charges on both ends, taking in consideration that 2 hours of waiting on loading and 2 hours on unloading are free of charge counting from the moment of given time window. If no time window is provided, free waiting time shall start from the moment of the arrival during business hours on indicated loading or unloading day.

The waiting charge shall only apply if additional waiting beyond the free hours is caused by an external party such as the parts supplier or Tesla. Before invoicing waiting fees, the approval from Tesla is required. In case of late arrival outside of the established timeframe, no waiting fees will be charged, and the truck does have to wait until the next loading/unloading window is available. Waiting charges will only be accepted with the proper proof as indicated in the SOP for Inbound Transport Services: All waiting charges need to be registered in CMR/Proof of delivery.

Every individual shipment has its own 2 hours free of charge waiting time.

### 3.3 Accessorial Charges

Frequent and usual accessorial charges shall be included into the transportation rate. Other accessorial charges that occur on individual basis, must be quoted separately during the tender phase, and are identified in a specific quotation tab in the embedded rate card in section number 2.4 above. One time or repetitive approval of accessorial charges do not represent permanent acceptance of such cost during the remaining contract duration.

The Services Provider shall obtain confirmation from Tesla's Logistics Operation team for any accessorial charges, including but not limited to waiting time, hazardous surcharge. Such charges shall be added to Tesla's system before the invoice is billed. The Services Provider shall not bill Tesla for any accessorial charges without prior confirmation and approval.



## 4. Service Level Requirements

The Services Provider shall achieve a minimum performance level on monthly basis as indicated below:

KPI	Target	Measurement
On-time pickup	98%	Actual arrival time at origin (door) vs requested pickup time with +/- 30 min of tolerance
On-time delivery in full	98%	Actual arrival time at destination (door) vs requested delivery time 2hrs tolerance is acceptable for FTL / LTL.
Quality event	Under 0.2%	Reported by partner's control tower
Escalation Handling	100%	Response time within 30 min 98% Resolution within 24h
Booking acceptance	99%	Booking acceptance through API within 4 hours
Email response standard request	100%	100% Response time within 30 min
API updates	99.9%	Carrier provides on-time API updates for all milestones. If milestones are missing the SHP will be marked. API updates will be sent within 12hrs of milestone achievement.
POD upload	95% within 48 hours 100% within 4 days	Proof of Delivery documents are mandatory and need to be uploaded to the vendor portal by the carrier.
Invoicing	100%	100% match invoiced amounts and agreed rates
Hidden Costs	Under 0.5%	Hidden Costs should not be more than 1% of the overall cost in criteria and justified by specific description.
No departure before export release is confirmed	100%	In case of cross-border shipments, drivers should never leave Tesla's premises before export documents are obtained

Table 1. KPI Measures

## 5. Invoicing and Payments

### 5.1 Billing Submission

The Services Provider shall submit invoices and cost breakdown reports to Tesla on a weekly or bi-weekly basis, provided that the cargo has been delivered and the status has been updated to "Delivered" in Tesla system.

Invoices shall be submitted in PDF format, while cost breakdown reports shall be submitted in Excel format. Both invoices and cost breakdown reports shall be submitted through a shared SharePoint platform. If it is not possible, the Services Provider shall submit the documents to the email address [teslafreightinvoicesemea@tesla.com](mailto:teslafreightinvoicesemea@tesla.com).

Invoices shall preferably be submitted to Tesla's freight pay audit team within nine (9) working days from the invoice date. The limitations of the MSA apply.



Tesla's invoice auditing process is strictly based on the information provided in the Excel report. The Services Provider shall ensure that the Excel cost breakdown report includes the associated Invoice Number and SHP Number for each invoice. Each invoice should correspond to a single SHP Number, and this number is mandatory. Any invoice submitted without an SHP Number will be automatically disputed.

All invoices shall be issued by a single, contracted, centralized billing entity of the Services Provider.

## 5.2 Non-Contractual Shipment and Accessorial Charges

1. **Pre-Approval Requirement for Non-Contractual Shipments:** For any shipments with specifications that deviate from the agreed-upon contract terms, including but not limited to origin, destination, or chargeable weight, prior approval from Tesla Logistics Operations is mandatory before the shipment can proceed.
2. **Authorization of Accessorial Charges:** Any additional charges, such as waiting time or hazardous surcharges, must be explicitly confirmed by Tesla Logistics Operation and accurately reflected in the Tesla system before an invoice can be generated and billed to the customer.
3. **Transparent Reporting of Charges:** All charges, including base price, fuel surcharges, and accessorial charges, must be clearly itemized and reported separately using the standardized Excel templates provided by Tesla (ocean/air/ground shipments).

## 5.3 Billing Entity

The Services Provider shall bill Tesla entities in accordance with the following rules:

Lane (in and out)	Billing Entity
To Non-Giga Factory Berlin Brandenburg	Entity Name: 4080 - Tesla Motors Netherlands B.V.

*Table 2. Billing entity rules*

In the event that the transportation occurs between two Tesla entities, the receiving Tesla entity shall be billed. The following example illustrates that scenario:

Origin	Destination	Billing Entity
Grünheide (Mark)	Tilburg	4080 - Tesla Motors Netherlands B.V.

*Table 3. Billing entity for the transportation between Tesla entities*

The billing entity may change depending on invoicing requirements, and the Services Provider shall comply with any changes to the billing entity.

## 5.4 Statement of Accounts (SOA)

The Services Provider shall submit a monthly Statement of Account (SOA) to Tesla by the designated due date each month, which shall include all accruals for the current and future forecast of payments to be made by Tesla.





The Services Provider shall receive a reminder email from Tesla one week prior to the submission due date each month. To submit the SOA, the Services Provider shall simply reply to the email.

The SOA shall include all outstanding invoices that are known and processed by Tesla's team and shall not include any invoices with a value of zero. The Services Provider shall ensure that the SOA is complete and accurate, and that all activities that have been or will be billed to Tesla entities are included.

Please be sure to include a complete AR statement in excel format that covers all the activities until the submission date which are/will be billed to these Tesla entities:

- 4010 - Tesla Motors Ltd.
- 4012 – Tesla Manufacturing Brandenburg SE.
- 4025 – TM Sweden AB
- 4070 – Tesla Norway AS
- 4080 – Tesla Motors Netherlands B.V.

The SOA shall be submitted in Excel format and shall include the following information:

- Open items: those that have been billed through the time of submission.
- Unbilled items: those that have been delivered but not billed yet at the time of submission.
- In transit (if applicable): those that have been shipped but not delivered yet.

The Services Provider shall ensure that the data is submitted in the correct format and that all required information is included in the SOA.

## 6. Preferred Services Provider

Tesla will award a preferred Services Provider for a commercial zone, who will be responsible for handling the majority of lanes in that commercial zone. The preferred Services Provider will be required to cover all transport lanes from the commercial zone to all final delivery locations and possible returns. Failure to perform services within the designated lanes or zones, at the discretion of the Services Provider, will trigger the consequences outlined in Section 7.

The preferred Services Provider shall have primary responsibility for these zones but is not granted exclusivity. Tesla may engage additional or backup Services Providers for any specific commercial zone at its discretion.

Tesla reserves the right to use third-party providers for identical or similar services or for specific cases such as expedited transport or specialized needs, regardless of the designated commercial zone.



## 6.1 Commercial Zones

Delivery locations are structured into commercial zones defined as below:

Zone Number	Commercial Zone	Countries	ZIP Codes
1	North Europe	Norway, Finland, Sweden, UK	NO15, SE19, GBB4, FI37
2	Central Europe	Germany, France, Netherlands, Spain	DE89, FR69, NL51, ES45
3	Middle East	Turkey	TR41

Table 4 Delivery Locations (Commercial Zones)

The Services Provider must be capable to deliver to all indicated delivery locations.

## 6.2 Origin Locations

Origin locations are defined as below:

2 Digit Zip Code	Street	Postcode	City	Country
NL50	Atlasstraat 7	5047 RG	Tilburg	Netherlands
NL51	Industrieweg 100-102	5145 PW	Waalwijk	Netherlands

Table 5. Origin Locations

The Services Provider must be capable to pick up from all indicated origin locations.

## 7. Failure to Comply

If the Service Provider fails to meet the required Service Levels specified in the SOP, Tesla will issue a written warning letter (the "Warning Letter") by mail to the Service Provider, which will clearly state the specific Service Level Default(s) that have not been met, specify the required corrective actions to be taken by the Service Provider, establish a reasonable time limit for the Service Provider to implement the corrective actions and meet the required Service Level, and warn the Service Provider that failure to meet the required Service Level within the specified timeframe may result in further action, up to and including termination of the agreement. If the Service Provider fails to meet the required Service Level, despite receiving two (2) Warning Letters, Tesla reserves the right to take escalating measures as outlined below, to be applied sequentially or concurrently at Tesla's sole discretion, until the Service Provider meets the required Service Level within the agreed timeframe:

- 1 Lane Rate Adjustment: Tesla reserves the right to reduce the rate for any dedicated lane or full commercial zone by up to five percent (5%).
- 2 Shipment Reduction: Tesla may reduce the shipment allocated to the Services Provider. This volume reduction may apply to one or multiple lanes or commercial zones as determined by Tesla.
- 3 Lane Reassignment: Tesla reserves the right to withdraw and reassign one or more lanes previously awarded to the Services Provider. Upon written notice to the Services Provider, the reassignment shall take effect, and the Services Provider's rights and obligations related to the reassigned lane(s) shall be terminated.
- 4 Termination of Commercial Zone: In the event of severe or prolonged non-compliance by the Services Provider, Tesla reserves the right to terminate the Services Provider's services in the entire commercial zone(s) affected, effective upon written notice to the Services Provider. Upon such termination, the Services Provider shall be released from any further obligations or liabilities related to the terminated zone(s).



- 5 Lane Chargeback: In the event of Services Provider fail to deliver tendered shipments, that is in line with +/- 20% of the bi-weekly forecasted volume including but not limited to no-shows, willful rejection of tendered shipments, or incomplete delivery, Tesla reserves the right to charge back up to 7% of the base rate for each failed shipment, without prior Warning Letters.

## 8. Contact details

For commercial or invoicing questions please reach out to:

Department	Name	E-Mail	Phone
Freight Invoices	N/A	<a href="mailto:teslafreightinvoicesemea@tesla.com">teslafreightinvoicesemea@tesla.com</a>	N/A
Remittance Advice	N/A	<a href="mailto:paymentrequests@tesla.com">paymentrequests@tesla.com</a> <a href="mailto:EUAPQuestions@tesla.com">EUAPQuestions@tesla.com</a>	N/A
VAT & Duty invoices	N/A	<a href="mailto:trade-invoices@tesla.com">trade-invoices@tesla.com</a>	N/A
Tesla Energy division	N/A	<a href="mailto:energy-logistics-EMEA@tesla.com">energy-logistics-EMEA@tesla.com</a>	N/A
Procurement	Rizky Rahman	<a href="mailto:rizrahman@tesla.com">rizrahman@tesla.com</a>	+4915290035323
Procurement	Jacopo Campdoni	<a href="mailto:Jcampdoni@tesla.com">Jcampdoni@tesla.com</a>	+4915290009419
Procurement	Tilman Grunau	<a href="mailto:tgrunau@tesla.com">tgrunau@tesla.com</a>	+4915290006025

Table 6. Invoicing and commercial contact

All other relevant operational contact details are listed in the SOP.

## 9. Validity

This agreement is valid until 31<sup>st</sup> January 2028. Tesla reserves the right to terminate this agreement on 30<sup>th</sup> June 2027.

Each undersigned party executes this MSA by causing its duly authorized representative to sign below.

<p><b>Tesla Motors Netherlands B.V. ("Tesla")</b></p> <p>Signed: {{Sig_es :signer1:signature }}</p> <p>Printed: {{N_es :signer1:fullname }}</p> <p>Title: {{Ttl1_es :signer1:title }}</p> <p>Date: {{Dte_es :signer1:date }}</p>	<p><b>Services Provider Legal Name ("Services Provider")</b></p> <p>Signed: {{Sig_es :signer2:signature }}</p> <p>Printed: {{N_es :signer2:fullname }}</p> <p>Title: {{Ttl1_es :signer2:title }}</p> <p>Date: {{Dte_es :signer2:date }}</p> <p>Company: {{Cmpy_es :signer2:company }}</p> <p>Address: {{Address }}</p>
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## Annex 1. PDF Invoice and Excel Cost Break Down

### PDF Invoice

Bill to: Tesla (name of the entity)

Freight Company

Invoice No. 11633089 Tesla Ref: SHP2304-A346F56 Invoice Date: 09/25/2024

Remit to: Name of your company Address Point of contact: name.surname@company.com

Description	Qty	Unit	Unit price	Amount (Excl VAT)
Base rate	1	40HC	2,000	2,000
Pre-Carriage	1	40HC	380	380
Fuel Surcharge			500	500

Invoice amount excl. VAT 2,880  
 VAT 20% 576  
 Invoice amount incl. VAT USD 3,456

- All yellow underlined are mandatory to be reported.
- PDF must be named as **Invoice No.** only.
- One PDF Invoice for One SHP number.
- Amount must be an exact match between PDF and Excel.

Figure 1. Example of Invoice with information needed in yellow

### Excel Cost Breakdown (Audit of invoice will only be based on excel report)

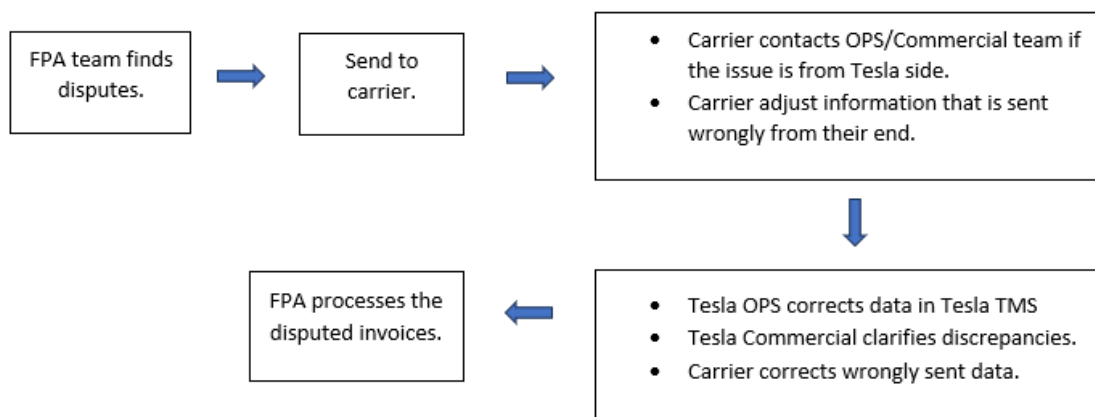
#### Template will be shared by Auditor of Freight Pay Audit team\*

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Invoice Number	Invoice Date	Bill to Tesla Entity Name	Tesla Reference (SHP)	Carrier Shipment ID	Origin Postal Code	Origin City	Origin Country	Destination Postal Code	Destination City	Destination Country	Ship Date	Receiving Date	Actual Weight (kg)	Charge Weight (kg)	LDM	Volume (cbm)	Service Level	Invoice Currency	Invoice Total with VAT	VAT	Invoice Total without VAT	Base	Fuel Surcharge
Individual Invoice # issued for payment by Carrier	The invoice date is the date that the invoice is submitted and received at Tesla Billings.	Name of the Tesla entity which is billed with the invoice	15 digit ID number issued by Tesla for shipments	Carrier's issued shipment ID									Weight of the total shipment	Weight used to calculate billings		Volume (cbm)	FTL/LTL	Currency being billed	Sum of all Charges incl. tax amount	Tax Amount			

Figure 2. - Checking Template \*(subject to change)



## Annex 2. Invoices Dispute Types and Solutions



Dispute Reason	Carrier	Operations	Commercial	Description
Duplicate Invoices and SHPs	x			Double billing
Finished Vehicle	x			Invoices for finished vehicle shipments
Incorrect Carrier/Supplier	x	x		Carrier of the shipment in Tesla TMS is not same.
Late Billing	x			Invoice & Excel received more than 7 working days after invoice date
Missing Docs	x			Missing invoice PDF or excel. Credit notes
Missing Rates	x		x	No rates in excel, TMS or rates portal
Missing SHP/Container number	x	x		Carrier did not provide SHP and/or container number
Rates Mismatch	x	x	x	Invoice rates do not match TMS or Rates Portal
TMS Classification Mismatch	x	x		Wrong service level/delivery option/equipment type/etc.
Unknown Charges	x			Carrier invoices charges for which we do not have any records
Unknown SHP/Container number	x			SHP and/or container number not in TMS
Wrong Bill-To Entity	x			Carrier is billing to incorrect entity (e.g. GFBB shipment billed to 4080, instead of 4012)
Wrong SHP Status	x	x		SHP not "DELIVERED" or "RECEIVED"