



AUTHORIZATION AND RELEASE FOR INSPECTION OF SALVAGE VEHICLE

CUSTOMER INFORMATION

Name: _____

Address: _____

Telephone: _____ E-mail: _____

SALVAGE VEHICLE INFORMATION

Make: TESLA Model: _____ Year: _____ VIN: _____

By your signature below, the customer named above ("you" or "your") represents and warrants that you are the owner of the salvage vehicle identified above ("Salvage Vehicle"). You authorize and give consent to Tesla Motors, Inc. ("Tesla"), including any of Tesla's Service Centers or a Tesla-certified body shop, to do a complete inspection of the Salvage Vehicle, including without limitation to access, download and interpret any Salvage Vehicle log data, and agree to pay the cost of such inspection based on actual labor performed pursuant to the invoice to be provided to you by Tesla.

As further consideration for Tesla's inspection, you represent, warrant, acknowledge and agree that:

- (1) the Salvage Vehicle has been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss or has been determined to be a total loss by an insurance company and pursuant to its terms, the New Vehicle Limited Warranty and any and all express and implied warranties have been voided or are not applicable with respect to the Salvage Vehicle;
- (2) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ON THE SALVAGE VEHICLE. BY TESLA'S INSPECTION OF THE SALVAGE VEHICLE OR ANY OTHER ACTION OR OMISSION, TESLA MAKES NO EXPRESS WARRANTIES ON THE SALVAGE VEHICLE AND DISCLAIMS TO THE FULLEST EXTENT ALLOWABLE BY LAW ANY AND ALL IMPLIED AND EXPRESS WARRANTIES AND CONDITIONS ARISING UNDER STATE OR PROVINCIAL LAWS OR FEDERAL STATUTE OR OTHERWISE IN LAW OR IN EQUITY, IF ANY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING BY A COURSE OF DEALING OR USAGE OF TRADE. TESLA DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SALVAGE VEHICLE, WHICH SHALL APPLY WHETHER A CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF WARRANTY OR CONDITION, MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE) OR OTHERWISE AT LAW OR IN EQUITY, EVEN IF TESLA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE;
- (3) all inspections, service or repairs on the Salvage Vehicle will be at your expense and the Salvage Vehicle will not qualify for the purchase of any Tesla extended service agreements or Tesla Service prepaid maintenance plans;

- (4) if Tesla determines that repairs must be made to the Salvage Vehicle, Tesla will not service the Salvage Vehicle until you repair the Salvage Vehicle to Tesla's satisfaction pursuant to a subsequent inspection. Any such repairs and subsequent inspections are not included in the cost of the initial inspection and will be at your expense;
- (5) if Tesla determines that sufficient repairs cannot be made to the Salvage Vehicle, Tesla will not service the Salvage Vehicle;
- (6) Tesla will not sell any vehicle replacement parts directly to you or any non-Tesla certified body shop;
- (7) you release and discharge Tesla and any and all of its past, present and future entities, affiliates or persons (including, without limitation, all stockholders, officers, directors, employees and attorneys) and all persons or entities acting on or for its or their behalf ("Released Parties") of and from all claims, complaints, demands, damages, liabilities, actions and causes of action of every kind (including without limitation alleged breaches or violations of express or implied warranties or any state or federal lemon law, warranty, consumer fraud or consumer protection statutes), known or unknown, suspected or unsuspected, arising out of or in any way connected with the Salvage Vehicle ("Claims") and will indemnify, defend and hold harmless the Released Parties from and against any and all Claims from third parties;
- (8) you will not commence, participate or aid in any action at law or in equity or any legal proceeding against any of the Released Parties based in whole or in part upon or related to any Claim and have not sold, assigned, or transferred to any person or entity any Claims; and
- (9) you have a copy of the Model S owner's guides, either in digital format or in hard copy, and will make it available to all drivers and any subsequent purchasers of the Salvage Vehicle.

If any clause or provision of this Authorization is deemed unenforceable through court order, the remainder of this Authorization will remain in effect and be fully enforceable. The failure of Tesla or any Released Party to enforce at any time any provision of this Authorization shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Authorization or any part hereof or the right of any party thereafter to enforce each and every such provision.

AGREED AND ACCEPTED:

CUSTOMER:

Signature: _____

Date: _____

Name: _____