



Authorization and Release for Inspection of Salvage-Titled Vehicle

Complete this form and provide it to a Tesla Service Center to authorize Tesla to perform the Salvage-Titled Vehicle High Voltage Safety Inspection of the salvage-titled vehicle. When the inspection is complete, Tesla will provide the results of the inspection in CD-21-00-003, Salvage-Titled Vehicle High Voltage Safety Inspection Result.

VEHICLE OWNER INFORMATION

Name: _____

Address: _____

Telephone: _____ Email: _____

VEHICLE INFORMATION

Model: _____ Year: _____

VIN: _____

By your signature below on this Authorization and Release for Inspection of Salvage-Titled Vehicle ("Authorization"), you represent and warrant that you are the owner of the vehicle identified above ("Salvage-Titled Vehicle"). You authorize and give consent to Tesla, Inc. ("Tesla"), including any of Tesla's Service Centers, to do a Salvage-Titled Vehicle High Voltage Safety Inspection of the Salvage-Titled Vehicle, including to access, download, and interpret, without limitation, any vehicle log data, and agree to pay the cost of such inspection pursuant to the invoice to be provided to you by Tesla. Tesla will provide you with notice of the results of such inspection in CD-21-00-003, Salvage-Titled Vehicle High Voltage Safety Inspection Result.

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

- (1) The Salvage-Titled Vehicle has been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvaged, 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 Tesla limited warranties, extended service agreements and express and implied warranties have been voided or are not applicable with respect to the Salvage-Titled Vehicle;

- (2) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ON THE SALVAGE-TITLED VEHICLE. BY TESLA'S INSPECTION OF THE SALVAGE-TITLED VEHICLE OR ANY OTHER ACTION OR OMISSION, TESLA MAKES NO EXPRESS WARRANTIES ON THE SALVAGE-TITLED 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-TITLED VEHICLE, WHICH SHALL APPLY WHETHER A CLAIM IS IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, 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-Titled Vehicle will be at your expense and the Salvage-Titled 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 high voltage components of the Salvage-Titled Vehicle in order to consider the vehicle to have passed the Salvage-Titled Vehicle High Voltage Safety Inspection, Tesla will not perform any service on the Salvage-Titled Vehicle that requires working on or accessing those components until the Salvage-Titled Vehicle has been repaired to Tesla's satisfaction so that the Salvage-Titled Vehicle has successfully passed Salvage-Titled Vehicle High Voltage Safety Inspection. High voltage components include, but are not limited to, the battery heater, battery chiller, Positive Temperature Coefficient (PTC) heaters, AC compressor, any drive unit (front or rear), drive unit inverter, HV battery and all HV battery internal components, DCDC converter, HV cables, Front Junction Box (FJB), High Voltage Junction Box (HVJB), Chargers, Charge port, and Charge port ECU. Any such repairs and subsequent inspections are not included in the cost of the initial inspection and will be at your expense. Tesla will provide you with a written estimate of all such repairs and written notification that the Salvage-Titled Vehicle should not be driven unless such repairs are made;
- (5) If Tesla determines that sufficient repairs cannot be made to the high voltage components of the Salvage-Titled Vehicle, Tesla will not perform any service on the Salvage-Titled Vehicle that requires working on or accessing those components and will provide you with written notification that the Salvage-Titled Vehicle cannot be sufficiently repaired and should not be driven;
- (6) 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-Titled Vehicle ("Claims") and will indemnify, defend and hold harmless the Released Parties from and against any and all Claims from third parties;
- (7) 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;

- (8) You have a copy of the vehicle owner's manual, either in digital format or in hard copy, and will make it available to all drivers, users, and any subsequent purchasers of the Salvage-Titled Vehicle; and
- (9) You will provide a copy of this Authorization and any written notifications provided by Tesla (including without limitation all inspection results specified in CD-21-00-003, Salvage-Titled Vehicle High Voltage Safety Inspection Result) to any subsequent purchasers of the Salvage-Titled Vehicle and obtain their written agreement to be bound by this Authorization as a part of the consideration to the transaction.

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:

Date: _____

Vehicle Owner Signature: _____

Vehicle Owner Name: _____