



Model:
Model S, Roadster

Vehicle System:
00 - Inspection & Service

Region:
United States

Vehicle Extended Service Terms And Conditions, United States

These Tesla Motors, Inc.¹ (“Tesla”) Vehicle Extended Service Terms and Conditions (“Vehicle ESA”) cover the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla of the subject Vehicle that occur under normal use in the event of a Failure for the selected period of time or mileage (whichever occurs first), with coverage becoming available on and retroactive to the date that Your New Vehicle Limited Warranty expires (the “Effective Date”), provided that You are the initial purchaser of the Vehicle directly from Tesla and purchase this Vehicle ESA no later than 30 days after such expiration date, or are the recipient of a valid transfer of this ESA pursuant to this Vehicle ESA. This Vehicle ESA is subject to the following terms, conditions, limitations, extensions, exceptions and definitions and does not cover, among other specified items, Your Vehicle’s Battery and Drive Unit; for Battery extended coverage for Roadster vehicles, please ask a Tesla representative about Tesla’s Battery Extended Service Agreement. No person has the authority to change this Vehicle ESA or to waive any of its provisions. This Vehicle ESA is for Your sole benefit and applies only to the vehicle for which it is purchased.

SERVICE TYPE:

Agreement Period (whichever occurs first)	Purchase Price²
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ROADSTER:

1 year or 12,000 miles	\$3,000.00 USD
2 years or 24,000 miles	\$4,000.00 USD
3 years or 36,000 miles	\$5,000.00 USD

MODEL S

4 years or 50,000 miles	\$4,000.00 USD
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You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price, Deductible, transfer fee, or Ranger Service as required by law. Any such applicable taxes are not included in the purchase price of this Vehicle ESA.

The obligations of Tesla under this Vehicle ESA are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.³

¹ Florida, Nevada, New York and Texas ONLY: All references shall be to Tesla Motors FL, Inc., Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

² Florida ONLY: The rate charged for this Vehicle ESA is not subject to regulation by the Florida Office of Insurance Regulation.

³ Except in Washington.

Definitions:

The following capitalized terms shall have the meanings set forth below:

- “Battery” means the Vehicle’s high voltage lithium-ion battery.
- “Deductible” means the portion that You must pay for each Visit. The Deductible under this Vehicle ESA is \$200 per Visit.
- “Effective Date” means the date that Your New Vehicle Limited Warranty expires. Once Your application has been accepted by Tesla, Your coverage will be retroactive to this date.
- “Failure” means the complete failure or inability of any covered part to perform the function(s) for which it was designed due to defects in material or workmanship of any parts manufactured or supplied by Tesla that occur under normal use. Failure **does not** include the gradual reduction in operating performance due to normal wear and tear.
- “Tesla Authorized Service Center” means any Service Center that is authorized by Tesla, including any Tesla Store, Tesla Service Center and any Tesla-authorized third party service provider. A list of Tesla Authorized Service Centers is provided at www.teslamotors.com or You may dial 1-877-798-3752 for the nearest location.
- “Tesla” means the obligor, Tesla Motors, Inc., 3500 Deer Creek Road, Palo Alto, California 94304, Attention: Vehicle Service, phone number 1-877-798-3752, unless otherwise indicated.
- “Vehicle” means the Vehicle for which this Vehicle ESA is purchased or validly transferred pursuant to this ESA.
- “Vehicle ESA” means these Vehicle Extended Service Terms and Conditions between You and Tesla.
- “Vehicle ESA Purchase Date” means the date of acceptance of this Vehicle ESA.
- “Visit” means a visit to a Tesla Service Center for service under this Vehicle ESA or receipt of Tesla service under this Vehicle ESA.
- “You,” “Your” means the eligible purchaser or subsequent owner and recipient of a valid transfer of this Vehicle ESA, as applicable.

A. Deductible

You are responsible for the Deductible of \$200 per Visit.

B. Tesla’s Responsibilities

Tesla agrees to repair or replace any covered part as required due to a Failure.

For additional information see Section H. Limits of Liability.

C. Your Responsibilities

The Owner’s Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain the validity of this Vehicle ESA, You must follow correct operations procedures and have Your Vehicle serviced as recommended by Tesla during the Agreement Period of this Vehicle ESA. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service, must be presented before any repairs under this Vehicle ESA commence. Service within 1,000 miles and/or 30 days of Tesla’s recommended intervals shall be considered compliant with the terms of this Vehicle ESA. Upon customary and reasonable notice of the occurrence of a Failure, You shall protect the Vehicle from further damage, regardless of whether or not such Failure is covered under this Vehicle ESA. Any operation of the Vehicle that results in further damage shall be considered Your failure to protect the Vehicle and shall not be covered under this Vehicle ESA. You are responsible to ensure that the warning lights are functioning before driving the Vehicle. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning light indicates a problem.

You must give Your authorization to the Tesla Authorized Service Center for teardown, access to Vehicle data and the costs for these services in order to diagnose a problem. You may be required to supply Tesla with all maintenance records for service performed on the Vehicle.

D. Obtaining Vehicle ESA Service

In the event of Failure, You may take Your Vehicle to any Tesla Authorized Service Center. Please have Your mileage and date of Failure ready for Tesla, and make Tesla aware of the existence of this Vehicle ESA before repairs are performed.

- Cease operating the Vehicle if necessary to prevent further damage. Failure to do so will cause any additional repair cost to be borne by You.
- Take Your Vehicle to any Tesla Authorized Service Center, or call any Tesla Authorized Service Center for instruction.
- Provide proof of maintenance if requested.

- Permit inspection before performance of any repairs.
- Cooperate in investigation of the Failure.

In the event of the need for emergency repairs outside of business hours:

- Dial 1-877-798-3752 to arrange for roadside assistance that is available 24 hours a day, 7 days a week.
- If necessary, Your Vehicle will be transported to the nearest Tesla Authorized Service Center by roadside assistance.

The cost of transporting Your Vehicle is not included in this Vehicle ESA and You are solely responsible for the cost of transporting Your Vehicle to the Tesla Authorized Service Center.

E. Exclusions (What Is Not Covered)

This Vehicle ESA does not cover certain parts or any Vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- The Battery;
- Repairs, modifications or alterations, or the installation or use of fluids, parts or accessories, performed by any service provider other than a Tesla Authorized Service Center without prior authorization from Tesla;
- Failure to take the Vehicle to a Tesla Authorized Service Center upon discovery of a defect covered by this Vehicle ESA;
- Negligence, misuse or abuse, such as carrying passengers and cargo exceeding specified load limits or otherwise overloading the Vehicle or using the Vehicle as a stationary power source, or a lack of or improper repair or maintenance, including not performing all vehicle maintenance and service requirements during the Agreement Period of this Vehicle ESA, including those indicated by the vehicle's systems, observing scheduled inspections or making all services and repairs, non-compliance with any recall advisories, or use of fluids, parts or accessories other than those specified in your owner documentation (see maintenance requirements in Section C. Your Responsibilities);
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning and other environmental conditions;
- Tires and wheels;
- Vehicles used for commercial purposes, which includes but is not limited to government purposes, pick-up, and delivery service, company pool use, or for service or repair calls, route work, or hauling;
- Racing on or off road, competition, speed contests or autocross or for any other purposes for which the Vehicle is not designed or driving the Vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles;
- Roadster and Model S vehicles used for towing;
- Where the odometer is inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be ascertained or verified;
- Vehicles that have had the VIN defaced or altered so that it is difficult to determine the VIN or actual mileage;
- Vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss;
- Vehicles that have been determined to be a total loss by an insurance company;
- Towing the Vehicle or improper winch procedures;
- Continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust or corrosion;
- Corrosion or paint defects including, but not limited to, the following:
 - Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out;
 - Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches; and
 - Corrosion and paint defects caused by, due to or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Tampering with the Vehicle and its systems, including installation of non-Tesla accessories or parts or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-Tesla parts or accessories;
- Damage to a covered part that is damaged by a non-covered part;
- Damage that occurs prior to this Vehicle ESA's Purchase Date or is reported after this Vehicle ESA's expiration;
- Any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in Section H. Limits of Liability;

- Storage and freight charges;
- The cost of teardown, disassembly or assembly if coverage cannot be applied;
- Adjustments necessary to correct squeaks, rattles, water leaks or wind noise;
- Maintenance/Parts, including but not limited to the following:
 - Parts and normal or expendable maintenance items and procedures such as annual service and diagnostics checks, brake pads/linings, brake rotor, suspension alignment, wheel balancing, hoses, air conditioning lines, hoses or connections, Battery testing, fluid changes, appearance care (such as cleaning and polishing), filters and wiper blades/inserts; and
 - Other maintenance services and parts described in Tesla's maintenance schedule for the covered Vehicle;
- Other Parts not covered:
 - Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, shock absorbers, 12V battery, battery cables, lenses, light bulbs, sealed beams, glass (e.g., windshield), wheels, interior trim, body seals and gaskets (e.g., weather stripping); and
 - Removable soft tops, removable hard tops, glass, plastic, framing, cables, or seals;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred; and
- Any costs if verifiable receipts as required in Section C. Your Responsibilities are not furnished on request.

F. Agreement Period

This document is an application for coverage under a Vehicle ESA. Upon acceptance by Tesla, this application becomes the Vehicle ESA, and the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this Vehicle ESA no later than 30 days after the Effective Date. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable extended service option selected herein. In the event Your application is not accepted, You will receive a refund of the Vehicle ESA purchase price from Tesla. Nothing herein guarantees acceptance of this application. This Vehicle ESA may not be renewed by You. Sections C through L shall survive any termination or expiration of this Vehicle ESA.

G. Eligible Purchaser and Territory

This Vehicle ESA applies to a Vehicle sold by Tesla directly to You (or a subsequent owner to whom this ESA is validly transferred by such original purchaser) in the Tesla North America Service Region. For purposes of this Vehicle ESA, the Tesla North America Service Region is defined as all 50 states of the United States of America, the District of Columbia, and all 13 provinces and territories of Canada, provided that You are the original purchaser who purchased the Vehicle directly from Tesla (or are a subsequent owner to whom this ESA is validly transferred by such original purchaser) and that You return to the North America Service Region in order to receive service pursuant to this Vehicle ESA.

H. Limits of Liability

Implied and express warranties and conditions arising under applicable state laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the Agreement Period of this Vehicle ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this Vehicle ESA or any implied warranties. Liability is limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts, as necessary.

In no event shall liability for a Failure under this Vehicle ESA exceed the fair market value of the Vehicle at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Vehicle ESA shall not exceed the retail price originally paid to Tesla for the Vehicle.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Vehicle ESA. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Authorized Service Center or Tesla Ranger. Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, transportation to and from a Tesla Authorized Service Center, loss of Vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or

earnings), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether Your 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.

I. Dispute Resolution and Arbitration Agreement

1. To the fullest extent allowable by the law of Your jurisdiction, Tesla requires that You first provide Tesla, during the applicable period specified in this Vehicle ESA, with notification of any Failure You have experienced within a reasonable time to allow Tesla an opportunity to respond, before You submit to our dispute settlement program.

Should You elect to submit to our dispute settlement program, please send Your written notification to:

Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, California 94304
Attention: Vehicle Service

Please include the following information:

- Vehicle ESA and Effective Date;
- Your name and contact information;
- Vehicle Identification Number;
- Name and location of the Tesla Store and/or Tesla Authorized Service Center nearest You;
- Vehicle delivery date or date of valid transfer of this ESA;
- Current mileage;
- Description of the concern; and
- History of the attempts You have made with a Tesla Authorized Service Center or authorized Tesla representative to resolve the concern, or of any repairs or services that were not performed by a Tesla Authorized Service Center or Tesla Ranger.

In the event any disputes, differences or controversies arise between You and Tesla related to this Vehicle ESA, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla offers a dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT ("NCDS")
P.O. Box 526
Mt. Clemens, MI 48046
1-866-629-3204

2. Tesla requires that You submit Your dispute to our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws (including 15 U.S.C. Section 2310 or California Civil Code Section 1793.22(b)), although You may be entitled to pursue a remedy without submitting under certain state laws or if You pursue any rights or remedies not created by these laws. This dispute settlement program administered by NCDS is free of charge to You and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

NCDS resolves disputes involving this Vehicle ESA which arise during the applicable extended service period specified in this Vehicle ESA. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable extended service period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable extended service period.

To initiate arbitration, You must contact NCDS at 1-866-629-3204 or P.O. Box 526, Mt. Clemens, MI 48046, and complete an NCDS customer claim form and mail it to NCDS. Please also provide a copy of Your written notification sent to Tesla and/or all information required in such notification specified above, Your desired resolution, and all receipts from the period of ownership of the Vehicle if requesting reimbursement. Upon receipt of Your request, NCDS will contact You regarding the status of Your case and provide You with additional details about the program.

When NCDS receives Your request, it will be forwarded to Tesla for response. After analyzing all information pertaining to Your case, NCDS will schedule a technical evaluation if applicable. If You request it, an oral hearing will be held prior to a decision being rendered. At this hearing, all evidence is admissible. After considering all testimony

and documents, the arbitrator will review the applicable legal standards and render a decision. A settlement satisfactory to all parties may be negotiated at any time, including prior to or after the arbitrator's decision.

NCDS's decision is binding on Tesla and You. Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of the decision. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase of this Vehicle ESA. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law. NCDS findings and decisions are admissible as evidence in any legal proceedings concerning Your Vehicle.

The description provided above is only a brief summary of the dispute settlement program administered by NCDS. The dispute settlement program may be changed at any time without prior notice. Contact NCDS at the above listed address or phone number for the most current information concerning the dispute settlement program.

Wyoming ONLY: At the time of any disagreement between You and Tesla, in a separate written agreement the parties may voluntarily agree to submit their differences to arbitration. Any arbitration proceeding shall be conducted within the state of Wyoming.

Oregon ONLY: This section replaces subsection 2 of Section I. Dispute Resolution and Arbitration Vehicle ESA. You and Tesla may mutually agree to arbitrate any disputes not amicably settled between You and Tesla related to this Vehicle ESA through our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws. In the event You and Tesla agree to do so, subsection 2 will apply. You and Tesla may also mutually agree to arbitrate in any location, including the county where You reside. In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services at 350 Winter Street NE, PO Box 14480, Salem, OR 97309-0405 or (888) 877-4894 (toll free in Oregon) or (503) 947-7984 (calling from outside Oregon).

Washington ONLY: Any arbitration proceeding will be held at a location in close proximity to Your permanent residence.

J. Transfer and Cancellation by Customer

1. You may transfer this Vehicle ESA to a different private owner of the same Vehicle or, based upon the calculation specified in Section J(2)(a) through (c) below, as a credit applied to the purchase of a new Vehicle ESA for a new or Certified Pre-Owned (CPO) Tesla vehicle purchased by You, provided that you contact Tesla prior to any such transfer or purchase and submit the following:
 - A written request for Tesla to transfer this Vehicle ESA to the new owner or apply it as a credit to the purchase of a new Vehicle ESA for Your purchase of a new or CPO Tesla vehicle.
 - A copy of documentation evidencing (1) change of ownership and mileage at date of sale or (2) the purchase agreement (e.g., Motor Vehicle Purchase Agreement) for the purchase of a new or CPO Tesla vehicle.
 - Payment of a \$100 transfer fee for a transfer to a new owner of the Vehicle.
 - Written documentation verifying all maintenance requirements have been met for the Vehicle during the Agreement Period for this Vehicle ESA.

The following conditions are required for the valid transfer of this Vehicle ESA:

- The Vehicle is subject to inspection by Tesla.
 - Transfer must take place within 30 days of change of ownership or at least 10 days prior to the delivery of a new or CPO Tesla vehicle.
 - You may not transfer this Vehicle ESA to a vehicle dealer or to the customer of a vehicle dealer.
 - All remaining underlying warranties and documentation must be transferred to the new owner.
2. To cancel this Vehicle ESA, You must mail by certified mail, return receipt requested your written cancellation request to Tesla prior to any change of ownership of the Vehicle, along with a notarized affidavit that states the mileage on Your Vehicle at the date of Your cancellation request. The right to cancel this Vehicle ESA is only available to the original Vehicle ESA purchaser and is not transferrable by such original Vehicle ESA purchaser, including with respect to a valid transfer of this Vehicle ESA to a subsequent owner. The amount of Your refund for such cancellation is subject to the following:
 - (a) Within First 60 Days – Without Claim: You may cancel Your Vehicle ESA within the first 60 days of the Vehicle ESA Purchase Date and receive a full refund provided that You are the original Vehicle ESA purchaser and have not filed a claim.

- (b) Within First 60 Days – With Claim: If You cancel Your Vehicle ESA within the first 60 days of the Vehicle ESA Purchase Date but have submitted a claim pursuant to this Vehicle ESA where service has been provided, Your cancellation refund will be calculated on a pro-rata basis, and You will receive the lesser of the unused portion of the days or mileage that this Vehicle ESA has been in effect, compared to the term or mileage of the selected Service Type, less the amount of any claims paid under the Vehicle ESA⁴.
- (c) After 60 days – With or Without Claim: If You cancel Your Vehicle ESA on or after the 60th day following the Vehicle ESA Purchase Date, Your cancellation refund will be calculated on a pro-rata basis, and You will receive the lesser of the unused portion of the days or mileage that this Vehicle ESA has been in effect, compared to the term or mileage of the selected Service Type, and, if applicable, less the amount of any claims paid under the Vehicle ESA⁵.
- (d) Tesla will add a ten percent penalty to any applicable refund⁶ per month that is not made within 30 days of return of the Vehicle ESA and notarized affidavit to Tesla.

K. Cancellation by Tesla

This Vehicle ESA cannot be cancelled by Tesla except for an invalid transfer of this ESA, fraud or material misrepresentation on Your part or for Your failure to pay for this Vehicle ESA. If Tesla cancels this Vehicle ESA due to an invalid transfer of this ESA, fraud or material misrepresentation, You will receive a refund calculated on a pro-rata basis equal to the lesser of the unused portion of the days or mileage that this Vehicle ESA has been in effect, compared to the term or mileage of the selected Service Type, less the amount of any claims paid under this Vehicle ESA. This Vehicle ESA is not being sold in any jurisdiction in which the sale or performance of this Vehicle ESA is not permitted pursuant to applicable law at the time of purchase. Any such sale is void *ab initio* and of no force and effect and will not be deemed a cancellation. You will receive a full refund provided no services have been provided by Tesla.

Minnesota ONLY: Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Vehicle ESA by You.

Missouri ONLY: This Vehicle ESA is not an insurance contract.

Nevada ONLY: A cancellation of the Vehicle ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of claims paid or services provided will not be deducted from any refund issued pursuant to this Vehicle ESA.

Washington State ONLY: The implied warranty of merchantability on the Vehicle is not waived if this Vehicle ESA has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

Wyoming ONLY: Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is nonpayment of the Purchase Price, a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

L. Entire Agreement; Severability; Waiver; Governing Law.

This Vehicle ESA and any work orders executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Vehicle ESA and any work order cannot be amended unless in writing and signed by duly authorized representatives of each party.

⁴ Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

⁵ Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct a reasonable cancellation fee, at Tesla's discretion, and any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

⁶ Except for Nevada, which shall be ten percent of the purchase price per month.

In the event that any provision of this Vehicle ESA or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Vehicle ESA or such work order did not contain the particular provisions held to be unenforceable, and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

The waiver of any of the terms or provisions of this Vehicle ESA in any one or more instances shall not be deemed a permanent waiver of this entire Vehicle ESA. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This Vehicle ESA shall be governed by the laws of the State of California without regard to its conflict of law principles, except as otherwise required by applicable law. The state or federal courts in Santa Clara County, California shall have exclusive venue for disputes relating to the interpretation or enforcement of this Vehicle ESA, except as otherwise required by applicable law.⁷

New Hampshire ONLY: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800-852-3416.

⁷ Nevada and Washington ONLY: If this Vehicle ESA is purchased in Nevada or Washington by a Nevada or Washington resident, this Vehicle ESA shall be governed by the laws of the State of Nevada or Washington, as applicable, without regard to its conflict of law principles and the state or federal courts in Nevada or Washington, as applicable, shall have exclusive venue for disputes relating to the interpretation or enforcement of this Vehicle ESA.