



Model:
All

Vehicle System:
00 - Inspection & Service

Region:
All

Authorization and Release for Modified Service

Customer Name ("You"): _____

Street Address: _____

City: _____ State (Province): _____ Country: _____ Postal Code: _____

Telephone: _____ E-mail: _____

Vehicle Identification Number ("Vehicle"): _____

Existing Modifications: _____

Requested Changes to Service Specifications: _____

By your signature below, you represent, warrant and agree that:

- (1) You are the owner of the Vehicle and have listed all modifications to the Vehicle in "Existing Modifications" which were performed without the involvement or assistance of Tesla, Inc. or its affiliates (collectively, "Tesla");
- (2) You have authorized and requested that Tesla provide service as specified in "Requested Changes to Service Specifications" or to the Existing Modifications (the "Modified Service") pursuant to the terms of this Authorization and Release for Modified Service ("Authorization");
- (3) You will be solely responsible for any and all changes and costs related to the Modified Service, which may result in damage to, or loss of or reduced vehicle functionality or features for, your Vehicle, including related to the following:
 - a. The Modified Service and Existing Modifications involve aftermarket/non-Tesla parts and third party installation or modification of Tesla parts, which, whether new, used, rebuilt, remanufactured, or refurbished, when provided or installed by non-authorized third-party vendors are deemed modifications if installed in your Vehicle;
 - b. The Modified Service may result in damage, modifications, or deletion of Existing Modifications (including, without limitation, data associated with or modified by the Existing Modifications) and may not be successful;
 - c. The Modified Service requires updating the vehicle's firmware to a recent firmware update issued by Tesla for such vehicle, and this and future firmware updates may not be compatible with the Existing Modifications;
- (4) Except as specified in this Authorization, Tesla will service the Vehicle in accordance with Tesla's vehicle specifications and standards for service and repair, and Tesla reserves the right to refuse at any time performing vehicle service or repair in the interest of safety either during, or as a consequence of, the service or repair;
- (5) Tesla may remove third party equipment or modifications during the course of diagnosis and repair, and you will be responsible for any issues caused by such equipment or modifications or their removal, or any increase in the cost of Tesla's current or future servicing of the Vehicle due to the Modified Service or Existing Modifications;
- (6) BY TESLA'S PERFORMANCE OF THE MODIFIED SERVICE OR ANY OTHER ACT OR OMISSION, TESLA MAKES NO EXPRESS WARRANTIES ON THE VEHICLE WITH RESPECT TO THE MODIFIED SERVICE OR THE EXISTING MODIFICATIONS 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, 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 DIRECTLY OR INDIRECTLY TO THE VEHICLE

AND THE MODIFIED SERVICE OR EXISTING MODIFICATIONS, 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;

- (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, known or unknown, suspected or unsuspected, arising out of or in any way connected with the Modified Service or the Existing Modifications (including, without limitation, claims relating to future firmware updates, wear, alignment, torque, pull, vibration, performance of specific parts or components, or loss of or reduced functionality or features) ("Claims") and will indemnify, defend, and hold harmless the Released Parties from and against any and all Claims from third parties; and
- (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.

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.

AGREED AND ACCEPTED

CUSTOMER:

Signature: _____

Date: _____

Printed Name: _____