



Model:
Model S, Model X,
Model 3, Model Y

Vehicle System:
00 - Inspection & Service

Region:
United States

Vehicle Extended Service Agreement Terms and Conditions, United States

These Tesla, Inc.¹ (“Tesla”) Vehicle Extended Service Agreement 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 (“Vehicle”) that occur under normal use. The event of Failure must first occur during the Vehicle ESA’s coverage which commences when Your Basic Vehicle Limited Warranty expires (the “Effective Date”) and expires upon the selected period of time or mileage threshold (whichever occurs first). Coverage requires that 1) the new Vehicle was initially purchased directly from Tesla; 2) You purchase this Vehicle ESA no later than the expiration of the Basic Vehicle Limited Warranty (the “Purchasing Period”); and 3) if applicable, that You are the recipient of a valid transfer of this Vehicle ESA pursuant to the terms of 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. No person has the authority to change this Vehicle ESA or to waive any of its provisions. This Vehicle ESA is for the sole benefit of its purchaser or the recipient of a valid transfer of this Vehicle ESA and applies only to the vehicle for which it is purchased. **Please review this document in its entirety as it is not simply an extension of your Basic Vehicle Limited Warranty, but instead has its own exclusions and deductible.**

Any dispute, claim, or controversy between you and Tesla arising out of, or related to, this Vehicle ESA is subject to binding arbitration on an individual basis in accordance with the Agreement to Arbitrate in Section J below.

Service Type:

Agreement Period	Vehicle Model	Purchase Price (USD)
2 year or 25,000 miles (whichever occurs first)	Model S ²	\$3,100.00
	Model X ²	\$3,500.00
	Model 3	\$1,800.00
	Model Y	\$2,000.00

You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price, Deductible, or Mobile 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 Florida, Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

² Model S and Model X vehicles produced in 2021 or later are not eligible for this Vehicle ESA

³ Except in the State of Washington.

Definitions:

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

- "Active Claim" means a repair, eligible for coverage under the Vehicle ESA, performed by a Tesla Authorized Service Center. Only completed repairs are considered active claims and incomplete or in progress repairs are not active.
- "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 \$100 per Visit.
- "Effective Date" means the date that Your Basic Vehicle Limited Warranty expires. Once Your Vehicle ESA application has been accepted by Tesla, Your coverage will begin on this Effective 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 Service Center and any Tesla-authorized third-party service provider. A list of Tesla Authorized Service Centers is provided at www.tesla.com/findus or You may dial 1-877-798-3752 for the nearest location.
- "Tesla" means the obligor, Tesla, Inc., Attention: Customer Support, 45500 Fremont Blvd., Fremont, CA 94538, 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 Agreement 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 Authorized Service Center for service under this Vehicle ESA or receipt of Tesla service under this Vehicle ESA.
- "You," "Your" means the eligible purchaser or recipient of a valid transfer of this Vehicle ESA, as applicable.

A. Deductible

You are responsible for the Deductible of \$100 per Visit.

B. Tesla's Responsibilities

Tesla agrees to repair or replace any covered part as required due to a Failure, subject to the terms of this Vehicle ESA. For additional information, see Section I. 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 applicable Agreement Period of this Vehicle ESA. If requested by Tesla, 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 and access to Vehicle data and agree to cover the cost that these services will involve in the event You effect any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labor necessary for Tesla to perform any services under this Vehicle ESA. 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. The occurrence of a Failure may require you to:

- 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.

E. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when Your Vehicle is inoperable. This service is available to you 24/7 by calling 1-877-798-3752. The Vehicle must be covered by this Vehicle ESA and located in the North America Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under this Vehicle ESA. Please refer to Tesla's Roadside Assistance policy for full details and disclosures. Prices and availability of services subject to change and may differ based on location.

F. 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 and drive unit;
- 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;
- 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;

- Vehicles that have been determined by a Tesla Authorized Service Center to be fire-damaged, flood-damaged, rebuilt, reconstructed, irreparable or sustained damage equivalent to a total loss;
- Towing the Vehicle with a Model S or improper winch procedures (any model);
- 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 Effective 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 I. 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);
 - Removable soft tops, removable hard tops, glass, plastic, framing, cables, or seals; and
 - Certain individual items associated with the Vehicle, including, but not limited to the Mobile Connector, Wall Connector, any future connectors, and charging adapters;
- 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.

G. 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 begins on the Effective Date, provided that You are eligible and purchase this Vehicle ESA within the Purchasing Period, and if applicable, You are the recipient of a valid transfer of this ESA pursuant to the terms of this Vehicle ESA. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable extended service option selected herein; under no circumstances, including the transfer of this Vehicle ESA or the purchase of a new extended service option by a subsequent Vehicle owner, will this Vehicle ESA be extended beyond the original Agreement Period. 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 M shall survive any termination or expiration of this Vehicle ESA.

H. 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 during the Agreement Period or sold by Tesla during the Purchasing Period) 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, all 13 provinces and territories of Canada, and the country of Mexico, 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 during the Agreement Period or sold by Tesla during the Purchasing Period) and that You return to the North America Service Region in order to receive service pursuant to this Vehicle ESA.

I. 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 Mobile Service. 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), 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.

J. Agreement to Arbitrate

Please read this provision carefully.

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this Agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Order Number or Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

K. Transfer and Cancellation by Customer

Transfer. You may transfer this Vehicle ESA to a new private owner of the same Vehicle during the applicable Agreement Period, provided that the following conditions are met:

- You do not cancel this Vehicle ESA prior to any change of ownership of the Vehicle in Your Tesla Account or the Tesla Mobile App
- This Vehicle ESA is not transferred to a vehicle dealer or to the customer of a vehicle dealer.
- All remaining underlying warranties and documentation is transferred to the new owner.
- All maintenance requirements are met during the Agreement Period.
- The Vehicle is subject to inspection by Tesla.

Cancellation. To cancel this Vehicle ESA, You must clearly inform Tesla that You wish to cancel prior to any change of ownership of the Vehicle. The original Vehicle ESA purchaser must request the cancellation. This condition 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 following conditions are required for the valid cancellation of this Vehicle ESA:

- Prior to the Vehicle ESA Effective Date: You must complete the Vehicle ESA Cancellation process through the Tesla Mobile App and provide all required information
- On or After the Vehicle ESA Effective Date: You must inform Tesla Your request to cancel this Vehicle ESA in writing by completing the Tesla Vehicle Extended Service Cancellation Form (or equivalent written information) attached to this Vehicle ESA and submitting to a Tesla Authorized Service Center.

The amount of Your refund is subject to the following:

- Prior to Vehicle ESA Effective Date: You may cancel Your Vehicle ESA prior to its Effective Date and receive a full refund provided that You are the original Vehicle ESA purchaser and meet the above conditions.
- Within First 60 Days – Without Claim: You may cancel Your Vehicle ESA within the first 60 days of the Vehicle ESA Effective Date and receive a full refund provided that You are the original Vehicle ESA purchaser and have not filed a claim.
- Within First 60 Days – With Claim: If You cancel Your Vehicle ESA within the first 60 days of the Vehicle ESA Effective 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.
- After 60 Days – With or Without Claim: If You cancel Your Vehicle ESA on or after the 60th day following the Vehicle ESA Effective 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.
- (e) Tesla will add a ten percent penalty to any applicable refund⁶ per month that is not made within 30 days of Tesla's receipt of all necessary documentation for the cancellation of the Vehicle ESA.

New Mexico ONLY: Tesla shall pay or credit to your account the applicable refund within 60 days after the applicable Vehicle ESA cancellation forms and all required information are received by Tesla. If Tesla fails to pay or credit to your

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.

account the applicable refund within that time, Tesla shall pay You a penalty of 10% of the applicable refund for each 30-day period or portion thereof that the applicable refund and any accrued penalties remain unpaid.

L. 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 and You are the original purchaser of this Vehicle ESA, 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: After 70 days, Tesla may cancel this Vehicle ESA for fraud or material misrepresentation on Your part or for Your failure to pay for this Vehicle ESA. 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.

New Mexico ONLY: If the Vehicle ESA has been in effect for at least 70 days, Tesla may cancel the Vehicle ESA before the end of the Agreement Period or one year after the Effective Date, whichever occurs first. A cancellation of the Vehicle ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You.

Washington 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.

M. 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.

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 your residence, without regard to its conflict of law principles.

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.

Appendix: Tesla Vehicle Extended Service Agreement Cancellation Form

To cancel your Vehicle ESA on or after the Effective Date (during the Agreement Period), complete and submit the Vehicle ESA Cancellation Form to your local Tesla Authorized Service Center. If Your request to cancel the Vehicle ESA is prior to the Vehicle ESA Effective Date, complete the Vehicle ESA Cancellation process in the Tesla Mobile App and provide all required information.

Tesla Vehicle Extended Service Agreement Cancellation Form

I/We hereby give notice that I/we request the cancellation of the Vehicle Extended Service Agreement Terms and Conditions for the vehicle specified below and hereby acknowledge, represent, and warrant that all parties authorized and required to consent to such cancellation have signed below.

Name of Customer(s): _____

Address: _____

Phone Number: _____

Email Address: _____

Vehicle Identification Number (VIN): _____

Agreement Purchase Date (MM/DD/YYYY): _____

Cancellation Date (MM/DD/YYYY): _____

Current Odometer: _____

Reason for Cancellation: _____

Acknowledged and Agreed:

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____