

## **EPC Terms and Conditions**

This Agreement governs your use of Tesla's Electronic Parts Catalog ("**EPC**") and your purchase and use of items that Tesla makes available for sale through the EPC (each, a "**Part**"). You enter into this Agreement with Tesla Motors Netherlands B.V. ("**Tesla**") on behalf the person or entity on whose behalf you create an account or purchase Parts ("**you**").

### **1. Account**

You shall create an account to use EPC, using the account creation process provided by Tesla. You shall provide all the information that Tesla requests in the account creation process. Tesla may terminate your account at any time, for any reason, and without notice. You shall keep your account credentials confidential and secure. You are responsible for all activity in or through your account, including the purchase and use of Parts. Tesla will make reasonable efforts to disclose any scheduled downtime of EPC in advance by posting notices on EPC. Tesla does not guarantee EPC's availability or operation. Tesla may take EPC offline for any reason at any time. You will not be entitled to any refund or other compensation relating to or arising from any downtime or lack of availability of EPC.

### **2. Orders**

You may purchase Parts that Tesla lists for sale in EPC by placing an order in EPC. For some Parts there are limits to the number of Parts that can be ordered per vehicle or per order, this will be indicated in EPC when you place your order. Tesla shall have such Parts delivered to the delivery address associated with the order. Parts are deemed delivered when dropped off by Tesla; if you are not present at the time of delivery, Tesla may drop off Parts at any reasonably-accessible place that Tesla reasonably believes to be on the premises of the delivery address. Your default delivery address will be the address associated with your account. Tesla may (but is not obligated to) provide a step in the ordering process in which you may provide a different delivery address for an order. Risk of loss for each Part shall transfer to you upon your submission of the order. Legal title of each Part shall remain with Tesla until Tesla has received the full payment for each Part, which may include applicable taxes and shipping fees.

### **3. Discounts**

Tesla may provide discounts on some or all Parts to certain customers from time to time. Tesla has no obligation to provide any discount to you, even if Tesla has provided a discount to you in the past or if Tesla provides a discount to other customers.

#### **4. Returns and Refunds**

You must follow the return procedure provided by Tesla through EPC to return a Part for a refund. You must initiate the return process for each Part by submitting a request in EPC to return the Part within 10 days of the Part's delivery. You may return Parts to Tesla for a refund only for the following reasons: (a) Tesla delivered to you a Part that you did not order, or (b) the Part was damaged before Tesla delivered the Part to you. If you do not receive a Part that you ordered and you wish to request a refund, then within 10 days of the expected delivery date, you must initiate the refund procedure provided by Tesla through EPC. You will not receive a refund for any Part returned in any other manner, other than through the return procedure provided by Tesla through EPC, or at any other time or for any other reason, other than as provided above. No return or refund requests will be accepted for pre-painted parts, even for paint damage caused by shipping. Tesla strongly discourages customers from purchasing pre-painted factory parts due to likelihood of damage during shipping and color mis-match. For best results, purchase the unpainted part and seek color matching paint service.

No return requests will be accepted for parts that have been installed. No return shipments will be accepted for parts containing Dangerous Goods or Hazardous Materials. The customer is responsible for disposal of parts containing Dangerous Goods or Hazardous Materials in accordance with local laws.

Tesla may set off any amount you owe to Tesla against any refund owed to you. If you are entitled to a refund, Tesla will issue the refund through the same payment method that was used to purchase the Part after Tesla has received the returned Part and verified its condition.

Tesla reserves the right to make changes to the return and refund policy at any time.

#### **5. Payment and Shipping Costs**

You shall pay Tesla for all Parts ordered through your account. You shall pay the purchase price for each Part including any applicable discount ("**Price**"), plus all applicable taxes and shipping charges. You shall pay the Price and all applicable charges and taxes (if any) via a payment method accepted by Tesla. If Tesla receives a partial payment from you, Tesla may allocate that payment to any amounts that you owe to Tesla, regardless of any allocation you may wish to make. The Price excludes shipping charges. At the time you place an order, Tesla will charge you for, and you shall pay, shipping charges in addition to the Price. Tesla may assess shipping charges based on an estimate of shipping cost and not based on the actual shipping cost. Tesla may calculate shipping charges in any appropriate manner, including by using factors based on a Part's weight, size, materials, handling requirements, the distance to ship, any risks or staffing requirements, and the existence of any borders between the origin and destination. Tesla may change the manner of calculating shipping charges at any time. Tesla may charge the customer for any

additional shipping or storage fees assessed by the shipping carrier in the event that there are delivery exceptions as a result of incorrect information provided by the customer. The Price excludes all taxes that relate to or arise from the purchase transaction or your use of Parts, including sales, use, and value added taxes. As between you and Tesla, you are solely responsible for all relevant taxes. If you provide to Tesla a valid resale certificate (or equivalent documentation in your jurisdiction), Tesla will not add sales tax to your subsequent purchases after Tesla has received and reviewed the resale certificate. You are solely responsible for the content and validity of your resale certificate.

## **6. Repair and safety guidance**

You shall carefully observe all "Cautions" and "Notices" that Tesla provides with Parts or in the Content to reduce risk of personal injury, death, or property damage during service or repair and to reduce the possibility of improper service or repair causing damage to the vehicle or rendering it unsafe. You understand that the "Cautions" and "Notices" are not exhaustive because it is not possible to warn you of all possible hazardous consequences that might result from failure to follow instructions or to use Parts and perform work safely. The Content and information that Tesla provides with Parts may not include all of the necessary items about repair and service. The Content and information that Tesla provides with Parts is provided solely for use by professional automobile technicians who have special training and certifications. Any other use (or use by any other person), or use without proper equipment or tools may cause severe injuries or death or damage to the vehicle. Any vehicle damage or malfunction directly or indirectly caused by or resulting from such service or repairs may not be covered by, or may void, the vehicle's limited warranty. Certain Content may refer to a Tesla Warranty policy or practice. Those policies or practices only apply to Tesla Service Centers.

## **7. Content and ownership**

As between you and Tesla, Tesla owns all right title and interest, including intangible rights such as intellectual property and trade secrets, in EPC and contents of the EPC website, including information relating to pricing and discounts (collectively "Content"). You may not copy, save, download, modify, or remove any markings from Content. You may not (and may not attempt to), reverse engineer, disassemble, decompile, or derive source code from any Content. Tesla may update, change, or remove Content at any time and without notice. You should monitor the Site regularly for new and updated Content. Content may include software whose use by you is governed by both these Terms and a separate agreement such as an End-User License Agreement (EULA). Content is intended for use in connection with the purchase of Parts for repairing or servicing of Tesla vehicles in the region or country associated with your account. Tesla may provide different Content or Parts in different regions or countries. Content may contain references or cross references to products, programs, and services that are not available in your region or country. Such reference does not imply that Tesla intends to introduce such products, programs, or services in your region or country.

You may provide information, communications, and other materials to Tesla through EPC or otherwise which relate to EPC or to Parts ("Feedback"). You have no obligation to provide Feedback. If you choose

to provide Feedback, you hereby grant to Tesla a free, royalty-free, non-exclusive, transferable, sublicensable, irrevocable, worldwide license to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose, and otherwise exploit the Feedback as well as any products or services incorporating or made by using the Feedback. You are not entitled to any compensation or attribution relating to Feedback.

Tesla may review and remove any information that you transmit through the Site for any reason. You may not transmit through the Site any material that is (1) illegal or objectionable or which may give rise to civil or criminal liability; (2) malware or other software or instructions designed to or having the effect of disrupting, disabling, harming, interfering with or otherwise adversely affecting any computer systems or programs, data, or operations.

## **8. Collection and use of personal data**

To register with the EPC platform and to order parts, Tesla will collect data such as your name, your contact data and the payment data provided by you. This information is necessary for the performance of this Agreement. Please visit Tesla's Privacy Notice ([tesla.com/legal/privacy](https://tesla.com/legal/privacy)) for information on how Tesla may use or share personal data, the categories of data recipients and what privacy rights individuals have.

## **9. Your representations and warranties**

You acknowledge that Tesla relies on all of your following representations and warranties. All information and documents that you have provided and will provide to Tesla are complete and accurate, and Tesla may rely on all such information and documents. You have all necessary rights, power, and authority to enter into this Agreement with Tesla on behalf of you, to make the promises to Tesla that you make in this Agreement, and to grant to Tesla the rights that you grant in this Agreement.

## **10. Tesla's representations and warranties**

Tesla provides to you the representations and warranties solely as stated in this § 10. This § 10 contains all of Tesla's warranties to you, and you acknowledge that Tesla does not make any other representations or warranties outside of this § 10, including any oral representations or warranties either before or after your entry into this Agreement. All Parts are sold in "as is, where is" condition with no warranties, except to the extent provided in Tesla's Parts, Body and Paint Repair Limited Warranty that is made available to you at <https://www.tesla.com/support/vehicle-warranty>. Tesla makes no other representations or warranties (express or implied) concerning any Part, including of title, freedom from encumbrances,

noninfringement, merchantability, or fitness for a particular purpose; and other than as set out above, Tesla disclaims all warranties.

## **11. Choice of jurisdiction**

Any dispute between you and Tesla that is not resolved through negotiation will be resolved in first instance under the exclusive jurisdiction of the District Court of Amsterdam, The Netherlands.

## **12. Indemnification**

You shall indemnify, defend, and hold harmless Tesla and its affiliates and their respective officers, directors, shareholders, employees, agents, contractors, partners, vendors, predecessors, and successors (collectively, "**Tesla Indemnitees**") from all losses and liabilities relating to or arising from or attributable to, and Claims alleging, any of the following (collectively, "**Losses**"): (a) any act or omission by you or on your behalf, (b) your use of EPC, (c) your use of any Parts, (d) your sale or transfer of any Parts, (e) your performance (or failure to perform) any work on or in connection with any vehicle. A "**Claim**" means any demand, assertion of rights or liability, or any civil, criminal, administrative, or investigative claim, action, or proceeding (include arbitration) asserted, commenced, or threatened against an entity or person.

A Tesla Indemnitee shall give you written notice of any third-party Claim for which it seeks indemnification under this § 12. Failure to give notice will not diminish your indemnification obligations if you have or receive notice of the existence of the Claim by any other means or if the failure does not materially prejudice your ability to defend the Claim. You may select legal counsel (reasonably satisfactory to such Tesla Indemnitees) to represent the Tesla Indemnitees with respect to each third-party Claim and otherwise control the defense of each third-party Claim. If you elect to control the defense of a third-party Claim, any Tesla Indemnitee may participate in the defense at Tesla's or its own expense. If you fail to defend any Tesla Indemnitee within a reasonable time after receiving notice of a third-party Claim, the Tesla Indemnitee may undertake the defense of the Claim, and compromise or settle the Claim, on behalf of and at your risk. If a third-party Claim is one that cannot by its nature be defended solely by you, Tesla shall make available information and assistance that you may reasonably request at your expense. You may not, without the prior written consent of Tesla and each other affected Tesla Indemnitee, consent to entry of any judgment or enter into any settlement which (a) provides for injunctive or other nonmonetary relief affecting any Tesla Indemnitee, (b) would require any Tesla Indemnitee to pay money; (c) does not provide an unconditional and full release of all affected Tesla Indemnitees; or (d) diminishes any of Tesla's rights under this Agreement.

## **13. Liability**

You are responsible for all damages caused by all acts or omissions of you or anyone acting or purporting to act on your behalf or using your account, as well all costs and expenses incurred in connection with such damages. This may include lost revenue or profits, repair, replacement, cure, cover, containment, customer service, public relations, and restoration of goodwill. You acknowledge that your breach of this Agreement will likely cause irreparable harm to Tesla for which monetary damages would be inadequate; therefore you consent to Tesla obtaining injunctive or other equitable relief without any requirement to post a bond or other security and without proof of actual damages, in addition to any other remedies that may be available to Tesla. The total aggregate liability to you of Tesla and its affiliates will not exceed the lesser of: (a) 100 USD or (b) the total aggregate of the Prices paid by you for Parts that you purchased in the most recent 6 months before the first month in which liability arose. Tesla and its affiliates will not be liable to you for any interest or damages which are consequential, incidental, indirect, multiple, exemplary, or punitive, or for any loss of profit, revenue, business, savings, or goodwill, regardless of the form of action or the theory of recovery, even if Tesla or its affiliates have been advised of the possibility of such damages. You will not be entitled to nonmonetary relief (including injunctive relief) against Tesla or its affiliates. The damages cap set forth in this paragraph is your sole and exclusive remedy against Tesla and Tesla's affiliates. The limitations and exclusions of liability in this paragraph will apply notwithstanding any failure of essential purpose or failure of any remedy. You acknowledge that the provisions of this § 13 (Liability) are essential to this Agreement, and Tesla would not have agreed to allow you to access EPC or to purchase Parts without them.

#### **14. Termination**

Termination or expiration of your account will not terminate this Agreement unless this Agreement is also terminated. Tesla may terminate or suspend your account at any time for any reason, without prior notice to you. You may terminate your account at any time, upon written notice to Tesla. Upon any termination or expiration of your account, you must immediately stop accessing EPC. Tesla may modify this Agreement with written notice to you. Tesla's posting of a notice within the EPC will be deemed reasonable written notice to you on the date of posting. You may accept or reject the modified Agreement as set forth below. You will be deemed to accept the modified Agreement if you do not reject the modified Agreement as set forth below. If you reject the modified Agreement, you must not place any subsequent orders for any Parts and stop accessing or using EPC upon receiving notice of the modified Agreement. This Agreement may be terminated only by: (1) you in the circumstance described in the preceding paragraph; or (2) Tesla for any reason upon written notice to you. The following provisions will survive any termination of this Agreement: §§ 4-17.

#### **15. Confidentiality**

The non-disclosure agreement in effect between the parties or, if there is none, Tesla's then-current Standard Non-Disclosure Agreement (which you may request at any time) ("**NDA**") sets forth the parties' obligations with respect to Confidential Information. The NDA's terms are hereby incorporated by reference and will continue in force until 1 year after termination of this Agreement, notwithstanding any earlier expiration or termination of the NDA. Tesla's Confidential Information includes all Content. You

may not disclose or publish any Content. Except with Tesla's express, prior, written consent, you may not issue any publicity such as public disclosures, announcements, or press releases relating to Tesla or its affiliates, this Agreement, any Content, or any relationship between you and Tesla. Such consent on behalf of Tesla may be granted only by Tesla's Director of Communications or the Director's designee.

## **16. External sites**

This EPC or the Content may contain links to other websites or content that are owned and operated by third parties. Links may not be construed as approval or endorsement of such sites or third parties. Tesla has no control over or responsibility for anything on any such site or for any act or omission of any third party.

## **17. Miscellaneous**

The terms of this Agreement are governed by and to be interpreted according to the laws of The Netherlands without regard to any provision relating to conflicts of laws. You may not assign or delegate any of your rights or obligations under this Agreement to any third party without Tesla's prior written consent, and any attempt to do so is void. If any provision of this Agreement is ruled void or unenforceable, it shall be limited or severed to the minimum extent necessary, and the rest of this Agreement will remain in force. Unless you are a TABS (Tesla Approved Body Shop), this Agreement is the entire agreement between you and Tesla relating to your use of EPC and your purchase and use of Parts, and all other agreements or understandings with respect to that subject matter are superseded by this Agreement. If you are a TABS, this Agreement supplements the General Terms & Conditions For Body Shop Services between you and Tesla ("**GTC**"), but the GTC will prevail in the event of any conflict between them. Any terms or conditions on any writing from you that purport to vary or supplement this Agreement are void and are not binding. No failure or delay by Tesla in exercising any right will waive such right, and no waiver will be effective unless it is in a writing signed by Tesla. This Agreement is written in the English language, and the original English version will prevail over any translation, including any translation provided by Tesla.