SC-18-91-001 R1 July 5, 2018



Tesla, Inc. **Service Customer Document** 

Region:



Model: Model S, Model X Vehicle System:

UK, NI, IE 91 - Customer Service

Service Loaner Vehicle Agreement, United Kingdom, Northern Ireland, and Ireland	
Customer Name:	
	Email:
	Expiration Date:
	Color:
Date / Time Out:	
Mileage Out:	Mileage In:
Vehicle condition as received by Customer: D=Dent; S=Scratch; X=Other Damage (describe)	

Tesla Motors Limited ("Tesla") is allowing the undersigned, our customer ("you" or "your") to make temporary use of the Service Loaner Vehicle referred to above (the "Vehicle") subject to the following terms and conditions of this loaner agreement (the "Agreement").

- 1. Tesla is providing you the Vehicle for your convenience and as an enhancement to your experience as a Tesla owner. For Tesla to extend this courtesy to you and other Tesla owners, Tesla asks that you return the Vehicle within 24 hours of your vehicle's service appointment notice of completion. If you fail to return the Vehicle within this courtesy period, Tesla reserves the right to charge you a fee of GBP 100 for every 24 hours past the deadline. If this courtesy is abused in any way, Tesla reserves the right to deny use of a vehicle during future service visits.
- 2. You will not loan the Vehicle to any third person without the prior permission of Tesla. If such permission is granted to you by Tesla, you will procure that any such person that makes use of and/or operates the Vehicle, will adhere to your obligations as set out in this Agreement (such person hereinafter an "Authorized Person").
- 3. The Vehicle is limited to a maximum speed of 85 mph (136 km/h). You will make use of the Vehicle with due care and diligence. You will, at the reasonable discretion of Tesla, not (i) operate the Vehicle outside the country in which you received it; (ii) operate the Vehicle in violation of any applicable laws and regulations; (iii) operate any driver assistance or other systems of the Vehicle in a manner inconsistent with the instructions and advisories in the Vehicle owner's manual; (iv) engage in any race, speed test or contest other than with the explicit approval of Tesla; (v) otherwise make use of and/or operate the Vehicle in a negligent manner, which includes commercial use.
- 4. You acknowledge and agree that, other than any liability insurance required by law, Tesla does not provide any insurance coverage under this Agreement. In case of any damages to the Vehicle, a deductible with a maximum of GBP 2,500 (excluding VAT, if any) will apply and will be payable by you to Tesla. You will be liable for damages in excess of such deductible if these damages are a result of (i) a breach by you or any Authorized Person of this Agreement; or more generally; (ii) gross negligence, fraud and/or willful misconduct by you or any Authorized Person. You will also be liable for any parking, speeding or other tickets or fines that may be imposed on the Vehicle by competent parties during the term of your use of the Vehicle; Tesla may refer such parties to you if necessary to enforce such tickets or fines.
- 5. You will return the Vehicle, in the same condition as you received it, fair wear and tear excepted. The Vehicle must include any accessory, such as the tow hook, safety kit, parcel shelf, or phone charging dock, vehicle charging connectors, and charging adapters. You and Tesla have inspected the Vehicle before your use, and will inspect the Vehicle upon its return by you for the purpose of identifying any damages.
- 6. Tesla is committed to providing a safe, clean fleet for our customers. You agree to keep the Vehicle reasonably clean, and not to use tobacco or vapour products or keep pets in the Vehicle. If Tesla determines the Vehicle requires extensive cleaning because of your use, you acknowledge that Tesla may charge you a GBP 100 cleaning fee.
- 7. You acknowledge and agree that the Vehicle is equipped with systems that collect data regarding the performance, usage, operation, and condition of the Vehicle (including speed and distance, battery use and charging, safety-related data and camera images, last known location, and use of driver assistance systems by you). While Tesla does not actively monitor your use of the Vehicle, Tesla may use this data to investigate any accident or reported issue regarding the Vehicle.
- 8. With respect to this Agreement, Tesla processes personal data in accordance with Tesla's Customer Privacy Policy in addition to the processing activities described in this Agreement. The most recent version of Tesla's Customer Privacy Policy is made available on Tesla's website at <a href="http://www.tesla.com/about/legal#privacy-statement">http://www.tesla.com/about/legal#privacy-statement</a>.

Agreed and Accepted by the Customer:		
Signature	Date	
Agreed and Accepted by Tesla:		
Signature		

SC-18-91-001 R1 T = 5 L \( \bar{\pi} \) Page 2 of 2