

Warranty Conditions

Nikola Tesla First Class

Used Cars Warranty

NIKOLA
BRUSSELS

Real Garant
Versicherung AG
A Member of the Zurich Insurance Group

All claims arising from this guarantee will apply exclusively to the seller if the dealer is the party providing the warranty.

Payments within the context of the warranty described below can only be claimed if:

- a) **the maintenance work prescribed by the seller and the inspection work recommended by the manufacturer have been performed by the seller or a workshop acknowledged by Tesla, from the time of sale onwards and by the stated deadlines. In case of doubt, the buyer must be able to demonstrate that the damage cannot be attributed to any omissions with regard to regular maintenance;**
- b) **the buyer has met its obligations in relation to the claim settlement under § 5.**

If the buyer has failed to satisfy either of the two conditions, a claim within the context of the warranty will not be accepted.

§ 1 Parts covered by the warranty

1. The warranty covers all mechanical and electrical parts, as clarified below.
2. The warranty does not cover:
 - a) Adjustments made to eliminate noises made by the wind as well as squeaking and rattling noises, and adjustments made to car body parts and bumpers, rims, light bulbs (only the light source itself, not the lighting unit) and interior upholstery (unless this concerns parts that are mechanically operated in which the mechanical operation is defective, without any flaws caused by exterior circumstances);
 - b) If this concerns natural wear and tear associated with ordinary use, no warranty will be provided. Examples include (but are not limited to): windscreen wipers, aero wipers, antennae (with the exception of antennae incorporated into windows), remote control devices for the radio (from the second replacement onwards), tyres and wheels, brake pads, brake linings, brake discs, brake drums, shock absorbers, etc.;
 - c) Damage to glass if it cannot be unambiguously demonstrated that this has been caused by a manufacturing flaw or an installation flaw at the factory (integrated antennae and heaters are covered by the warranty, however);
 - d) Original Tesla parts and accessories that were not installed at the factory or by the official dealer;
 - e) Maintenance, inspection, care, testing and adjustment work, chassis measurements, and additionally all consumer goods and all parts subject to ordinary wear and tear that are replaced or exchanged within the context of these activities, unless they are replaced or exchanged in connection with repairs made to a part that is covered by this warranty;
 - f) Paintwork (e.g. deviations of the paint or gloss factor, paint damage, rust damage, etc.)
 - g) Fabrics for convertible and folding roofs;
 - h) Damage caused by heavy loads;
 - i) Battery packs & electric engines (8 years via the manufacturer) including components such as the control device, fuse box, housing, internal parts and cooling system.
3. The warranty also covers:
 - a) Seals, sealing sleeves, hitching rings, hoses, pipes: but only if these do not come into contact with moving parts and no longer function as the result of damage that is covered by the warranty to a part that is covered by the warranty and if it must be replaced from a technical point of view;
 - b) Body: adjustments, correction and fine-tuning of car body parts such as a sliding roof, bonnet, doors or boot lid;
 - c) Specific rubber components such as: engine mounts, bushings, stabiliser bearings and wheel suspension bearings;
 - d) Xenon and LED lights functioning as headlight units (not the light source/lights themselves) if the damage is not externally inflicted;
 - e) Filling up and altering the climate control system in connection with repairs for which replacement is necessary;
 - f) Charging cable, incl. 3-phase adapter;
 - g) Software updates to resolve errors are covered, but new function updates are not.

4. No warranty is provided for:
- a) Parts that are not permitted by the manufacturer;
 - b) Raw and auxiliary materials, such as chemical substances, filter fluids, cooling agents and antifreeze, hydraulic fluids, oils, grease and other lubricants; this limitation applies to individual damage to these substances, and additionally in cases where the relevant substance must be replaced or replenished due to the replacement of a given part.

§ 2 Contents of the warranty, exclusions

1. If a part that is covered by the warranty stops functioning properly within the warranty period due to damage that has occurred during the warranty period and therefore requires repair work, the buyer will be entitled to compensation for repairs within the limits of the scope of these warranty provisions.
2. Without taking into consideration the causes involved, no warranty will apply with regard to damage:
 - a) arising from an accident, i.e. an external occurrence that directly and suddenly produces exercises a mechanical force on the vehicle;
 - b) arising from a deliberate or malicious act, loss of ownership particularly due to theft, use by unauthorised parties, burglary and embezzlement;
 - c) arising from damage directly caused by animals (including marten bites), storms, hail, frost, oxidation/corrosion, lightning strikes, earthquakes or flooding;
 - d) directly caused by smouldering, fire or explosion, regardless of whether the cause of this is located inside the vehicle or outside of it;
 - e) directly or indirectly caused by water seeping or leaking into the vehicle (except damages to front and rear light units);
 - f) arising from an incidence of war, of whatever nature, civil war, civil disturbances, strikes, lock-outs, confiscation or other interventions by the government, or damage caused by nuclear energy;
 - g) for which a third party must act or normally acts as the manufacturer, supplier, seller (e.g. with respect to production, manufacturing, construction and organisational flaws, guarantees for replacement parts, etc.) on the basis of a contract or repair order (e.g. also with respect to flaws or defects that occurred during previous repairs) or on the basis of any other maintenance, warranty and/or insurance contract;
 - h) not directly connected with a defect to the car. Indirect damage and consequential damage are therefore not covered by this warranty.
3. No warranty is provided for the following types of damage:
 - a) Consequential damage:
 - damage to a part that is not covered by the warranty and that is deemed to have been caused by damage to a part that is covered by the warranty; and
 - damage to a part that is covered by the warranty and that is deemed to have been caused by damage to a part that is not covered by the warranty;
 - b) Damage caused by the fact that the vehicle was exposed to higher axle or towing loads than permitted by the manufacturer;
 - c) Damage arising from participation in driving events having the nature of a race or resulting from test drives in relation to this;
 - d) Damage resulting from a modification to the factory construction of the vehicle (e.g. tuning) or the installation of parts supplied by third parties or accessories that are not permitted by the manufacturer;
 - e) Damage that can be attributed to the use of a part that was clearly due for repair, unless it can be demonstrated that the damage is not connected with the need to have this part repaired;
 - f) Damage to vehicles that have been used by the buyer at least temporarily for the professional transport of persons or goods (courier, express or parcel services) or have been rented to a continuously changing group of persons within a professional context.

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The damage referred to in Point 3 is excluded based on the assumption that this damage can be attributed to a negligent or deliberate violation on the part of the warranty holder/buyer with regard to his/her/its obligations. The onus of proof that this does not concern negligence or a deliberate violation with regard to his/her/its obligations lies with the buyer.

4. Remuneration based on warranty is based on the assumption that:
- the maintenance work prescribed by the seller and the inspection work recommended by the manufacturer have been performed by the seller or a workshop accredited by the manufacturer, from the time of sale onwards and by the prescribed deadline. In case of doubt, the buyer must be able to demonstrate that the damage cannot be attributed to any omissions with regard to regular maintenance;
 - the instructions provided by the manufacturer in the user manual have been followed. In case of doubt, the buyer must be able to demonstrate that the damage cannot be attributed to a failure to follow these instructions;
 - any modifications to the odometer, or other interventions, and additionally all defects or replacements are reported immediately;
 - the damage to which the warranty applies is reported immediately and prior to the commencement of any repair work;
 - no violation of the provisions in relation to the claim settlement (§5) has occurred.

§ 3 Geographical scope of application of the warranty

The warranty applies exclusively within Europe, in the geographical sense of the word, to vehicles sold in the Netherlands.

§ 4 Scope of the warranty, contribution to the costs

- The warranty is limited to the cash value of the vehicle at the moment that the damage was incurred. If the purchase price of the vehicle is lower than the cash value of the vehicle at the moment that the damage was incurred, the warranty will be limited to the purchase price. Notwithstanding this rule, a maximum rate for a separate deductible can be recorded in the warranty agreement to impose a limit on the warranty. If an individual deductible or a maximum rate has been agreed, the deductible as agreed will be deducted from the compensation for damage set down in accordance with these provisions and/or the claim will apply only up to this maximum rate.
- The warranty includes repair of the parts covered by the warranty by means of replacement or repair, including the cost of labour in accordance with the number of hours estimated for this task by the manufacturer. Material costs covered by the warranty will only be reimbursed in accordance with the non-binding prices recommended by the manufacturer. Should the repair costs exceed the value of a part, the warranty claim will be limited to the value of that replacement part, including the costs of dismantling and assembly.
- The following is not covered by the warranty:
 - the compensation of direct damage or consequential damage (e.g. shipping costs (including by air), storage costs, towing costs, parking costs, rental vehicle costs, compensation of damage for loss of use, consequential damage to parts not covered by the warranty, etc.);
 - the costs of maintenance, inspection, care, paint and cleaning work and futile expenditure.
- If repair work and/or inspections are performed simultaneously, some of which are and some of which are not covered by the warranty, the cost of the repair work in terms of labour (i.e. the hourly rate for labour) for which a compensation claim will be paid out will be calculated subject to the cost of labour as estimated by the manufacturer.
- This guarantee does not apply to claims on withdrawal (cancellation of the purchase contract), discount (reduction of the purchase price) and compensation for damage in lieu of payment on the basis of the purchase contract.

§ 5 Claiming the warranty

1. The buyer must always report an incident of damage to the seller immediately, always prior to commencement of the repair work, and must make the vehicle available for repair. A condition for the settlement in accordance with these warranty provisions is additionally that permission for the repair work must have been granted by Real Garant and that a damage reference number must have been provided. The seller will repair the vehicle or refer the driver to a suitable workshop. If this obligation is not satisfied, the seller will not be obliged to provide this service, regardless of whether this makes it more difficult for the seller or Real Garant to assess the extent and/or scope of the damage covered by the warranty.
2. If it is impossible for the seller to repair the vehicle (e.g. during a stay abroad), the repair work can be performed by a workshop accredited by the manufacturer, subject to the seller's prior, explicit consent. A condition for the claim settlement in accordance with these warranty provisions is additionally that permission for the repair work must be granted via the Real Garant hotline and that a damage reference number is provided. The invoice for the repairs or if appropriate the cost estimate must be submitted to the seller or Real Garant within one month of the invoice date. The repair invoice must individually specify the repair reference number received upon submitting the damage report, the work that was performed, the price of the parts and the cost of labour based on the going rates and estimated number of hours needed for the repair.
3. The buyer must submit the details required to conduct an assessment of the damage and must allow the damaged parts to be inspected at any time on request. The buyer must make the replaced parts available on request.
4. On request, the buyer must submit a written damage report and submit (in person or by post) the original invoices for the maintenance work performed as evidence.
5. The buyer must limit the damage to the greatest extent possible and follow the instructions provided by the seller or Real Garant in respect of this.
6. If the buyer or seller fails to satisfy the obligations stated in this paragraph, neither party will be entitled to compensation under this warranty and/or the amount arising from the failure to satisfy these obligations will be deducted from the compensation amount.

§ 6 Commencement and term of the warranty

The warranty will enter into effect on the date as set down in the warranty agreement and will terminate upon expiration of the set warranty term, without any notice of termination being required.

§ 7 Change of owner

Transfer of the warranty from an old to a new owner of the vehicle is subject to the permission of the seller with whom the warranty agreement was initially concluded. Aside from this permission, the warranty will lose its validity upon the sale of the vehicle to a professional reseller.

§ 8 Limitation period

All claims arising from a warranty incident will expire six months after the occurrence of the damage.

§ 9 Statutory claims in connection with defects

Statutory claims in connection with defects that are submitted by the buyer shall continue to apply in full.

§ 10 Warranty insurer

The warranty insurer for the seller in the sense of these warranty provisions is Real Garant Versicherung AG, Industriepark West 73, B-9100 Sint-Niklaas, Belgium.