

GENERAL TERMS AND CONDITIONS OF PURCHASE / DAMAGE REPAIR / REPAIR & MAINTENANCE FOR THE PRIVATE MARKET

GENERAL

These General Terms and Conditions apply as of February 1, 2024. They apply to agreements concerning the purchase and damage repair, repair, and maintenance of cars, parts, or accessories concluded between T Service Toronto herein after referred to as 'T Service', and consumers/private individuals.

DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

Car: A passenger car of the Tesla brand;

Car to be traded in: The Tesla that is sold by the consumer to T Service as part of a purchase agreement, also called a trade-in car.

Agreement: The purchase and sale agreement of a used Tesla, parts, or accessories.

Consumer: Any natural person who is not acting in the course of a profession or business, where, for a consumer purchase, it is decisive that, even if the natural person owns a sole proprietorship, the invoice from T Service is addressed to the natural person.

Order: The agreement concluded with the consumer for carrying out work such as assembly, disassembly, (damage) repair, or maintenance work, and voluntary or statutory inspections.

Unavoidable costs: All costs that are not optional for the consumer and are necessary to drive away with the purchased car. These costs must be included in the indicated price of the used car. In practice, this means that for a new car, at a minimum, VAT, registration fees, the recycling contribution, the cost of an initial service check, license plate costs, transport costs to the dealer, and any other mandatory extras must be included in the indicated price.

Avoidable costs: Optional, additional agreed costs for the consumer. These costs do not have to be automatically included in the indicated price of the car, such as extra purchased accessories or parts.

In writing: In written or electronic form.

PURCHASE

Article 1 - The Offer

T Service makes an offer verbally or in writing.

This offer provides a complete and accurate description of the offer, including the price and the rights and obligations of the consumer and T Service. The description must be detailed enough to allow the consumer to make an informed decision.

The offer states the price of the offered car, part, or accessory. The price of an offered car includes the unavoidable costs.

If T Service uses images of the car, part, or accessory, they must be truthful.

Apparent errors in the offer are not binding on T Service.

The consumer must accept the offer within the period set by T Service. If no period is given, the buyer must accept immediately.

Article 2 - The Purchase Agreement

T Service records the agreement in writing. The agreement between the consumer and T Service is valid even if it is not recorded in writing.

The written agreement of a purchase must include at least:

T Service's company details, such as trade name, business address, phone number, and email address;

A description of the car, parts, or accessories being purchased.

The price and description of the trade-in car, including parts or accessories.

The price of the purchased car, including accessories, at the time of purchase, including the unavoidable costs. The agreement must specify whether the price is fixed or not.

The price of a separately purchased part or accessory.

The avoidable costs associated with purchasing the car.

The method of payment

The delivery date and whether it is an estimated or fixed date. If no delivery date is agreed upon, the car, part, or accessory must be delivered within 30 days of the agreement.

Article 3 - Price Changes

If a fixed price is agreed upon, T Service cannot increase the price after the agreement is concluded, except in the case of government-imposed levies, such as tax or excise duty changes.

If the agreement states that the price is not fixed, T Service may change the price based on government levies, manufacturer prices, importer prices, or exchange rates. The seller must inform the consumer of the price change as soon as possible. If the price increases, the consumer can cancel the agreement within five days, except when the increase is due to government-imposed levies.

If T Service has indicated that the price is not fixed, any price reductions in favor of the consumer must also be applied.

DAMAGE REPAIR, REPAIR, AND MAINTENANCE

Article 4 - Price Quotation and Timeline

The order for work related to damage repair, repair, and maintenance should preferably be recorded in writing. T Service provides a price estimate and an estimated completion date in advance where possible.

If a non-fixed price estimate increases by more than 10% beyond the original estimate, T Service must discuss the cost increase with the consumer.

The consumer may cancel the order at any time. Costs already incurred by T Service and completed work must be fully reimbursed by the consumer.

T Service must immediately notify the consumer if the completion is delayed and provide a new estimated completion date.

Article 5 - Delivery of the Repaired/Restored Car

If T Service takes possession of a car for repair, it remains at the consumer's risk. T Service is not liable for defects that arise during the repair period, except in cases of intentional misconduct or gross negligence by T Service.

After picking up the car post-repair, the consumer unconditionally accepts its (optical) condition.

Article 6 - Storage Costs

If the consumer does not collect the car within three working days after being notified of repair completion, T Service may charge reasonable storage fees.

GENERAL PROVISIONS

Article 7 - Payment

Payment must be made via bank transfer to T Service's account.

Payment must be made at the latest upon delivery of the car, part, or accessory or upon completion of the work.

T Service and the consumer can agree in writing to a deferred payment arrangement.

If payment is not made on time, T Service will send a free reminder, granting the consumer 14 days to pay the outstanding amount.

If payment is still not made after the reminder, T Service may charge interest from the due date at the statutory rate.

Collection costs may also be charged for overdue payments.

Article 8 - Liability

T Service is only liable for foreseeable and direct damages resulting from a breach of contract. Indirect damages such as business losses, delays, depreciation, or loss of enjoyment are not compensated. The maximum liability of T Service is limited to the insured amount or, if no insurance covers it, the amount charged for the relevant service.

Any further liability of T Service is excluded unless there is intentional misconduct or gross negligence.

Article 9 - Warranty

No warranty is provided on Tesla vehicles sold by T Service.

A 12-month or 20,000-kilometer warranty applies to new parts installed by T Service and to damage repair work.

If a part is replaced under warranty, the original warranty period remains unchanged.

Warranty does not cover:

- Expected product characteristics,
- External damage (e.g., dents, scratches),
- Issues caused by improper use or third-party interference, Normal wear and tear.

Article 10 - Governing Law

This agreement is governed by Canadian Law.