

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

GENERAL

These General Terms and Conditions apply from April 1, 2024. The cover agreements regarding the purchase, damage repair, repair, and maintenance of cars, parts, or accessories between T Service Toronto hereinafter referred to as 'T Service', and buyers/clients acting for purposes related to their business or professional activities.

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 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;

Buyer: A natural or legal person who purchases a used Tesla, parts, or accessories as part of their profession or business. If the buyer is a natural person, the invoice must be addressed to their business;

Order: The agreement with the client for services such as assembly, disassembly, (damage) repair, maintenance, voluntary or mandatory inspections, and damage assessments;

Client: A natural or legal person who instructs T Service to carry out or have carried out work related to their business or professional activity;

In writing: In written or electronic form.

ARTICLE 1 - GENERAL TERMS

Any deviations from these terms are only valid if recorded in writing by both parties. Deviations include amendments, additions, and contract cancellations.

T Service reserves the right to modify these General Terms and Conditions.

These General Terms and Conditions apply to all offers and agreements by T Service, regardless of any reference by the buyer/client to their own or other terms. Any terms declared applicable by the buyer/client are explicitly rejected.

If any provision in these terms is found to be invalid or annulled, the remaining provisions shall continue to apply.

ARTICLE 2 - FORMATION OF THE AGREEMENT / ORDER

All offers made by T Service regarding prices, repair duration, models, and specifications are non-binding. The descriptions (including images and drawings) are as accurate as possible but are not binding for T Service. Minor deviations are permitted. If there is an interim model change, T Service may make necessary technical modifications without prior notice.

Verbal commitments made by non-authorized personnel of T Service are only binding if confirmed in writing by T Service management.

Agreements/orders are concluded when T Service accepts an order in writing or when T Service begins execution of the agreement/order.

If no formal written contract exists, a written confirmation, delivery note, or invoice will serve as proof of the agreement.

All agreements/orders and their modifications are subject to approval by T Service management. If management does not reject the agreement/order within two working days, it is considered accepted.

ARTICLE 3 - PRICES

All prices are exclusive of HST and other government levies, transport costs, insurance, assembly work, service work, inspection costs, and other readiness costs, unless otherwise agreed in writing.

T Service may increase prices after an agreement/order is concluded due to changes in government levies (e.g., taxes, import duties, excise), currency fluctuations, factory price increases, or labor costs.

Workshop hourly rates are not included in the listed price of parts, accessories, or materials unless explicitly agreed upon in writing.

A price change is not grounds for canceling the agreement/order.

Prices are based on delivery at the T Service location. If the buyer/client requests delivery elsewhere, the additional costs are their responsibility.

ARTICLE 4 - DELIVERY OF PURCHASED OR REPAIRED ITEMS

Purchased cars, parts, accessories, or repaired items are delivered at T Service's premises unless otherwise agreed in writing.

If shipping is agreed upon, it is at the buyer's/client's expense and risk.

The buyer must collect purchased cars, parts, or accessories within eight days of receiving notification of availability.

The client must collect repaired cars, parts, or accessories within three days of receiving notification of completion.

If the collection period is exceeded, responsibility and risk transfer to the buyer/client, and T Service may charge reasonable storage fees and additional costs such as transportation fees.

Risk transfers to the buyer when the purchased item leaves T Service's premises unless explicitly stated otherwise in the contract.

If a vehicle is entrusted to T Service for repair, the client remains responsible for the vehicle. T Service is not liable for defects occurring during the repair period unless caused by gross negligence or intent.

Once the client picks up the vehicle after damage repair, they unconditionally accept its visual condition.

ARTICLE 5 - DELIVERY TIME

The delivery date is specified in the agreement/order where possible. Early delivery by T Service is always permitted. Parties may agree to a later delivery.

If no delivery date is set, T Service will notify the buyer/client in advance of the pickup or shipping date.

Delivery times are estimates and not legally binding. A delayed delivery is not valid grounds for contract termination.

ARTICLE 6 - CANCELLATION OF PURCHASE AGREEMENT

If delivery of a used Tesla, part, or accessory exceeds the agreed timeline, the buyer may cancel the purchase agreement even if T Service is not in formal default.

Cancellations must be made in writing.

If the delivery is delayed by up to four weeks, the buyer must compensate T Service for damages equal to 15% of the total purchase price unless otherwise agreed.

The buyer must pay damages within five working days after cancellation. If payment is not made, T Service may demand fulfillment of the contract instead.

If delivery is delayed by more than four weeks, the buyer may cancel the agreement without compensation.

If a client cancels a repair/damage repair order after work has started, they must pay for the work already completed.

ARTICLE 7 - PAYMENT

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

The full agreed price, including additional costs, must be paid before delivery.

A deferred payment agreement must be made in writing.

T Service may require a prepayment, deposit, or security for orders.

If the buyer fails to pay on time, T Service may charge statutory interest plus 3%.

Collection costs (15% of the unpaid amount, minimum \$114) will be charged if a third party is used for debt collection.

ARTICLE 8 - OWNERSHIP RETENTION & SECURITY RIGHTS

The delivered vehicle, parts, or accessories remain the property of T Service until full payment is made. Ownership is also retained for additional claims due to contract breaches by the buyer, such as unpaid penalties, interest, and costs.

Until ownership transfers, the buyer may not sell, pledge, or encumber the vehicle.

The buyer must keep the vehicle insured and bear all risks of damage or loss.

If the buyer fails to meet payment obligations, T Service may repossess the vehicle.

ARTICLE 9 - WARRANTY

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

New parts, accessories, and damage repairs come with a 12-month or 20,000 km warranty.

Replacing a part within the warranty period does not extend the original warranty period.

Warranty does not cover:

- Expected product characteristics,
- External damage (e.g., hail, accidents),
- Improper use,
- Normal wear and tear.

ARTICLE 10 - GOVERNING LAW

All legal relations between T Service and the buyer/client are governed by Canadian law.